

RESOLUTION NO. 21616

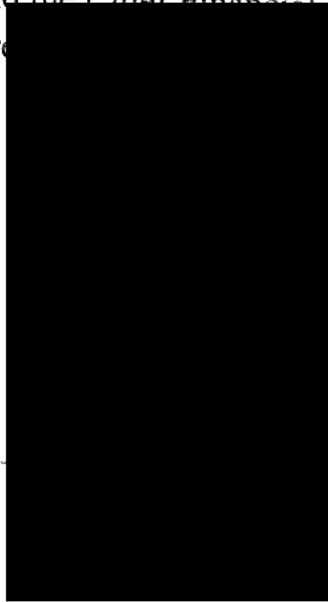
Background

The Illinois State Toll Highway Authority (the "Tollway") has previously purchased the Customer Service Center and Violation Processing System (Contract No. 12-0163) from Accenture LLP. It is in the best interest of the Tollway, pursuant to the terms and conditions of the contract, to exercise the renewal option and increase the upper limit of compensation of said contract by an amount not to exceed \$17,620,000.00 for the purchase of additional Customer Service Center and Violation Processing System services.

Resolution

The renewal option and associated increase to the upper limit of compensation of Contract No. 12-0163 for the purchase of additional Customer Service Center and Violation Processing System services from Accenture LLP is approved in an amount not to exceed \$17,620,000.00 (increase from \$44,000,000.00 to \$61,620,000.00). As may be necessary, the Chairman or the Executive Director is authorized to execute the appropriate documents in connection therewith, subject to the approval of the Acting General Counsel, the Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment there

Approved by: _____



6/27/13

6.3/1

RESOLUTION NO. 19996

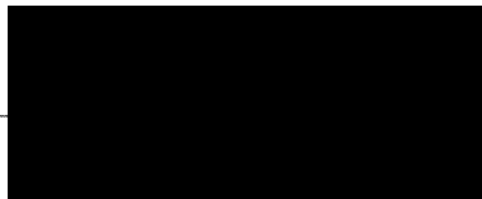
Background

The Customer Service Center and Violation Processing System facilitates the accurate and efficient collection of toll revenue and violation recovery revenue that combine to represent almost \$1 billion on an annual basis. The Customer Service Center and Violation Processing System also facilitates the provision of customer services to more than 1.4 million daily drivers, enabling I-PASS customers to manage their I-PASS accounts and violation recipients to review, pay, or even dispute, their violations. Accenture LLP has submitted a proposal to operate the Tollway's Customer Service Center and Violation Processing System. It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to award contract No. 12-0163 for these services to Accenture LLP.

Resolution

Award of Contract No. 12-0163 for a six-year contract with four one-year renewal options, is approved substantially in the form of the agreement attached to this resolution in the amount not to exceed \$44,000,000; the Chair or the Executive Director is authorized to execute necessary documents in connection therewith, subject to the approval of the General Counsel; and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



ILLINOIS TOLLWAY ACCENTURE

Customer Service Center & Violation
Processing System Contract

12-0163

CUSTOMER SERVICE CENTER AND VIOLATION PROCESSING SYSTEM CONTRACT
12-0163

The Parties to this Contract are the Illinois State Toll Highway Authority ("Tollway") and the Contractor. This Contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this Contract constitutes the entire Contract between the Parties concerning the subject matter of the Contract and supersedes all prior proposals, Contracts and understandings between the Parties concerning the subject matter of the Contract. This Contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

1. TERM AND TERMINATION
2. DESCRIPTION OF SUPPLIES AND SERVICES
3. PRICING
4. INSURANCE AND INDEMNIFICATION
5. MISCELLANEOUS
6. DATA RIGHTS, CONFIDENTIALITY AND SECURITY
7. TESTING, CERTIFICATION AND ACCEPTANCE
8. STATE OF ILLINOIS STANDARD CERTIFICATIONS
9. CONFLICTS OF INTEREST AND DISCLOSURES
10. DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

In consideration of the mutual covenants and agreements contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this Contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

-BALANCE OF PAGE INTENTIONALLY LEFT BLANK-

CONTRACT SIGNATURES**VENDOR**

Vendor Name: Accenture LLP	Address: 161 North Clark Street, Chicago, Illinois 60601
Signature: [REDACTED]	Phone: (703) 947-1181
Printed Name: J. Bryan Nicol	Fax: (703) 947-2200
Title: Managing Director	Email: j.bryan.nicol@accenture.com
Date: October 21, 2013	

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Illinois Tollway	Phone: 630 241-6800
2700 Ogden Avenue	Fax: 630/505-9270
City, State ZIP: Downers Grove, IL 60515	
Official Signature: [REDACTED]	Date: 10/22/13
Printed Name: Kristi Lafleur	
Official's Title: Executive Director	
Legal Signature: [REDACTED]	Date: 10/21/2013
Legal Printed Name: David E. Wilson	
Legal's Title: Senior Assistant Attorney General	
Finance Signature: [REDACTED]	Date: 10/23/13
Finance Printed Name: Michael J. Colsch	
Finance's Title: Chief of Finance	
Legal Signature: [REDACTED]	Date: 10/21/13
Legal Printed Name: David Goldberg	
Legal's Title: General Counsel	
Procurement Signature: [REDACTED]	Date: 10/22/13
Procurement Printed Name: John Donato	
Procurement's Title: Chief of Procurement	

Agency or University Reference # _____ Project Title _____

Contract # _____ Procurement Method (IFB, RFP, Small, etc): _____

IPB Ref. # _____ IPB Publication Date: _____ Award Code: _____

Subcontractor Utilization? Yes No _____ Subcontractor Disclosure? Yes No _____

Funding Source _____ Obligation # _____

Small Business Set-Aside? Yes No _____

Minority Owned Business? Yes No _____ Percentage _____

Female-Owned Business? Yes No _____ Percentage _____

Persons With Disabilities Owned Business? Yes No _____ Percentage _____

Other Preferences? _____

-BALANCE OF PAGE LEFT INTENTIONALLY BLANK-

1. TERM AND TERMINATION

Customer Service Center and Violation Processing System Contract (12-0163)

1.1 TERM OF THIS CONTRACT: This Contract has an initial term of six (6) years and includes an initial implementation phase ("Implementation Phase") of up to two (2) years, followed by a hardware maintenance and software support service phase ("Maintenance Phase") of four (4) years, with four (4) additional one (1) year options. If a start date is not identified, the term shall commence upon the last dated signature of the Parties. In no event will the total term of the Contract, including the initial term, any renewal terms and any extensions, exceed 10 years. The Implementation Phase will include the following sub-phases:

- Design and Development
- Preliminary Testing
- Installation (including installation testing)
- Commissioning; and
- Operational Acceptance Testing

Contractor shall not commence billable work in furtherance of the Contract prior to final execution of the Contract.

1.2 RENEWAL: Subject to the maximum total term as identified above, the Tollway has the option to renew this Contract for four (4) additional one (1) year terms, provided that any such renewal will be conditioned upon increasing the upper limit of compensation, as necessary, for this Contract in Section 3.1 to reflect Contractor's charges for the renewal term. Unless otherwise provided for herein or agreed to in writing by the Tollway in its sole discretion, any renewal is subject to the same terms and conditions as the original Contract; provided, however, that it is understood by the parties that the prices for the Option Years set forth in the Pricing Sheets included in Exhibit "1" are estimates only. The Tollway may renew this Contract for any or all of the option periods specified, may exercise any of the renewal options early and may exercise more than one option at a time based on continuing need and favorable market conditions when in the best interest of the Tollway. This Contract may not be renewed automatically or solely at the Contractor's option.

1.3 EXTENSION: Subject to the limitation set forth in Section 1.1 above, upon exhaustion of any applicable renewal options or at the end of the initial term the Tollway reserves the right to extend the term of the Contract for a period not to exceed ninety (90) days.

1.4 TERMINATION FOR CAUSE: The Tollway may terminate this Contract, in whole or in part, immediately upon notice to the Contractor if: (a) the Tollway determines that the actions or inactions of the Contractor, its agents, employees or Subcontractors have caused, or reasonably could cause, jeopardy to health, safety or property and Contractor fails to cure within thirty (30) days after receipt of Tollway's notice (except for circumstances which could result in a substantial jeopardy to public health or safety in which case the cure period may be less than 30 days) or (b) the Contractor has notified the Tollway that it is unable or unwilling to perform the Contract.

The following shall constitute "Events of Default" and the occurrence of any one (1) or more of such Events of Default shall constitute a material breach of this Contract that shall afford the non-breaching party the rights and remedies set forth herein:

1.4.1 Contractor's failure to achieve any Milestone within thirty (30) days after the time frame set forth in the agreed upon Project Schedule, or any Milestone that has been deemed critical within fifteen (15) days after the time frame set forth in the agreed upon Project Schedule, shall be considered a Contractor Event of Default, provided that such failure is not due to: (a) the occurrence of a Force Majeure Event; (b) a delay by the Tollway; or (c) the Tollway's material failure, for any reason other than a Contractor caused delay, to perform any of its responsibilities under this Contract that were a precondition to Contractor's ability to perform its obligations, provided that such failure on the part of the Tollway was previously disclosed in writing to the appropriate Tollway project management personnel. In the event of any failure or delay under this Contract caused as described in (a) through (c) above, Contractor shall be excused from any resulting nonperformance and the parties will execute, as applicable, an appropriate Supplemental Agreement to appropriately address impact on timing and fees.

1.4.2 Contractor's failure to achieve Go-Live and/or System Acceptance by thirty (30) days after the agreed upon scheduled date shall be considered a Contractor Event of Default.

1.4.3 A failure of the Software to comply with the Performance Standards, such that there is a substantial detrimental impact on the Tollway's business operations, shall be considered a Contractor Event of Default, provided that such breach is not cured within thirty (30) days or such other time period that may be agreed upon by the parties.

1.4.4 Contractor's material breach of any warranty set forth in this Contract will be considered a Contractor Event of Default, provided that: (a) such breach is not cured within thirty (30) days after Contractor's receipt of notice or any longer applicable time frames set forth in this Contract or in the notice provided by the Tollway; or (b) if the breach cannot reasonably be cured within the time frames specified in subsection (a) above, Contractor has failed to provide the Tollway with a written plan to cure such breach that is reasonably acceptable to the Tollway in its sole discretion.

1.4.5 Contractor's material breach of its Support and Maintenance Services obligations will be considered a Contractor Event of Default, provided that (a) such failure is not cured by Contractor within thirty (30) days after Contractor's receipt of notice, or fifteen (15) days if said breach may result in a substantial detrimental impact on the Tollway's business operations; and (b) without limiting the generality of the

Contractor Event of Default specified herein, Contractor's third consecutive failure (measured on a monthly basis) in any twelve (12) month period to meet the Priority 1 Defect resolution time frames set forth in this Contract, which failure shall not be subject to any cure period, which shall constitute a Contractor Event of Default.

- 1.4.6 Any breach of the data rights, confidentiality and/or security provisions of this Contract, which failure is not cured within thirty (30) days after Contractor's receipt of notice, or fifteen (15) days if said breach may, in the Tollway's reasonable discretion, result in a substantial detrimental impact on the Tollway's business operations or its customers, shall be considered a Contractor Event of Default.
- 1.4.7 Contractor's failure to deliver any Deposit(s) of Source Code as required under this Contract, provided that such failure is not cured within thirty (30) days after Contractor's receipt of notice or any longer time frame set forth in the notice provided by the Tollway shall be considered a Contractor Event of Default.
- 1.4.8 Contractor's failure to maintain any bond required pursuant to this Contract shall be considered a Contractor Event of Default.
- 1.4.9 Contractor's failure to maintain insurance coverage as specified in this Contract, provided such failure is not cured within time frame set forth in the notice provided by the Tollway, shall be considered a Contractor Event of Default.
- 1.4.10 Contractor's failure to perform any other material obligation under this Contract that is not cured within thirty (30) days after Contractor's receipt of notice, or fifteen (15) days if said failure may result in a substantial detrimental impact on the Tollway's business operations, shall be considered a Contractor Event of Default.
- 1.4.11 The institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against the Contractor under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States (or any state thereof), if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; this insolvency or making of an assignment for the benefit of creditors or the admittance by the Contractor of any involuntary debts as they mature; the institution of any reorganization arrangement or other readjustment of debt plan of the Contractor not involving the United States Bankruptcy Code; or any corporate action taken by the Board of Directors or other governing body of the Contractor in furtherance of any of the above action, shall be considered a Contractor Event of Default.
- 1.4.12 The assignment by Contractor of all or substantially all of its assets for the benefit of creditors, or the Board of Directors or other governing body of the Contractor taking any corporate action in furtherance of the above action shall be considered a Contractor Event of Default.

1.5 RIGHTS AND REMEDIES OF TOLLWAY UPON TERMINATION FOR CAUSE: For termination due to any of the causes contained in Section 1.4, the Tollway retains its rights to seek any available legal or equitable remedies and damages including, but not limited to the following:

- 1.5.1 With respect to a Contractor Event of Default prior to Go-Live or System Acceptance:
 - 1.5.1.1 a refund of all fees paid to the Contractor prior to the date of the Event of Default (or thereafter if additional fees were paid), less the fair value of products and services received by the Tollway, plus recover from the Contractor all Transition Costs, plus recover damages from the Contractor, all of which remedies shall be subject to the limitation of liability as set forth in this Contract; and/or
 - 1.5.1.2 fully or partially terminate this Contract; and/or
 - 1.5.1.3 if applicable, obtain the additional rights and remedies set forth in the equitable rights provision of this Contract; and/or
 - 1.5.1.4 for terminated Support and Maintenance Services for Software, or for Maintenance for Equipment, obtain a refund of any pre-paid, but unearned fees as applicable; and/or
 - 1.5.1.5 receive Disentanglement Services as set forth in this Contract.
- 1.5.2 With respect to any other Contractor Event of Default, other than an Event of Default relating to data rights, confidentiality and/or security:
 - 1.5.2.1 subject to the limitation of liability set forth in this Contract, recover damages from the Contractor; and
 - 1.5.2.2 the remedies set forth in subsections 1.5.1.2 through 1.5.1.5 above.
- 1.5.3 With respect to a Contractor Event of Default relating to data rights, confidentiality and/or security:
 - 1.5.3.1 if there is a non-material breach, recover damages from the Contractor subject to the limitation of liability set forth in this Contract;
 - 1.5.3.2 if there is a material breach, recover damages from the Contractor subject to the limitation of liability set forth in this Contract and/or terminate all or part of this Contract at the Tollway's sole discretion.

1.6 SPECIAL TERMINATION PROVISIONS: The following events shall constitute Events of Termination and the occurrence of one (1) or more of such Events of Termination shall entitle the Tollway to terminate all or part of this Contract:

- 1.6.1 Insufficient Funding. The Tollway has insufficient funding; and/or
- 1.6.2 Bond Indenture. The Tollway is not in compliance with any of the financial covenants set forth in its Bond Indenture; and/or
- 1.6.3 Dissolution, Merger, Etc. The Tollway is dissolved, is merged with another governmental entity or other legislative action is taken that results in the cessation or elimination, in whole or in part, of its business activities or operations; and/or
- 1.6.4 Termination for Convenience. The Tollway may, for its convenience and with at least thirty (30) days prior written notice to Contractor, terminate this Contract in whole or in part and without payment of any penalty or incurring any further obligation to the Contractor. The Contractor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this Contract up to and including the date of termination.

If there is an Event of Termination under this Section 1.6, the Tollway will promptly notify and confirm the termination in writing to the Contractor. The Contractor shall then promptly prepare a report setting forth, in reasonable detail, information as to all Work performed by the Contractor and the status of the work as of the date of the termination ("Progress Report") and provide any and all other information and documents developed under the terms of this Contract as reasonably requested by the Tollway. Subject to the applicable limitations set forth in this Contract, the total compensation due the Contractor in the event of termination shall be based on the amount of work completed to date, less any previous payments to the Contractor and less any credits or set-offs due the Tollway. In addition, the Contractor shall be reimbursed for any actual out-of-pocket costs incurred by the Contractor up to the date of termination that the Contractor can properly substantiate as previously paid or contracted for by the Contractor and unrecoverable. For example, if prior to termination the Contractor had purchased three (3) years of maintenance and support from a third party software contractor and that cost cannot be recovered by the Contractor, the Tollway will reimburse the Contractor for its actual out-of-pocket cost for the third party software contractor maintenance and support. The Contractor will receive payment in full on any equipment or software provided to the Tollway that the Tollway will retain or the Tollway will return any equipment or software to the Contractor, subject to the return policies of the applicable equipment or software vendor. The Contractor will convey title to equipment and/or software paid for and to be retained by the Tollway. Notwithstanding any provision contained herein to the contrary, any of the Tollway's obligations set forth above shall be limited by and subject to any legislative, bond indenture or other legal restrictions or limitations.

Any terms of this Contract that would, by their nature or through the express terms of this Contract, survive the expiration or termination of this Contract shall so survive, including, without limitation, any applicable Representations, Warranties and Covenants.

1.7 DISENTANGLEMENT: Contractor acknowledges that the Work provided under the terms of this Contract is vital to the Tollway and must be continued without interruption. Upon any termination of the Contract or upon the conclusion of the term of the Contract, a successor (Contractor, new Contractor, Tollway or third party on behalf of Tollway) may be responsible for providing this Work; the Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor. The Contractor specifically agrees that the Tollway's rights herein may be exercised for all or part of the Work as determined by the Tollway in its sole discretion.

1.7.1 General Obligations. Upon termination of the Contract, whether for cause or convenience, or upon conclusion of the term of the Contract, Contractor shall accomplish a complete transition of the Work being terminated from Contractor and any Subcontractor to Tollway, or to any replacement provider designated by the Tollway, without any interruption of or adverse impact on the Work or any other Work provided by third parties (the "Disentanglement"). Contractor shall cooperate with the Tollway and any new service provider and otherwise promptly take all steps required to assist the Tollway in effecting a complete Disentanglement. Contractor shall provide all information regarding the Work or as otherwise needed for Disentanglement, including data conversion, files, interface specifications, know-how transfer, training of Tollway or new Contractor staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all Work, as the Tollway may direct, including completion or partial completion of projects, documentation of Work in process, and other measures to assure an orderly transition to the Tollway or the Tollway's designee. All services related to Disentanglement prior to termination shall be deemed a part of the base Work and shall be performed by the Contractor at no additional cost to the Tollway, subject to the last paragraph of Section 1.7.4. Contractor's obligation to provide the services shall not cease until Disentanglement is satisfactory to the Tollway, including the performance by the Contractor of all asset-transfers and other obligations of the Contractor provided in this section have been completed.

1.7.2 Disentanglement Process. If the Tollway wants to effectuate the Disentanglement procedures, it shall send a written notice to the Contractor simultaneous with the notice provided in relation to Sections 1.5 and 1.6 above or at least sixty (60) calendar days prior to the end of the term of this Contract specifying the date upon which Disentanglement Services shall commence and terminate ("Expiration Date"). The period of Disentanglement Services shall be up to one hundred eighty (180) consecutive calendar days ("Disentanglement Period") and Services during this period shall be provided at the then current Service Rates ("Service Rates") set forth in Exhibit "1" (Contractor's Price Proposal and Payment Schedule). Notwithstanding the foregoing, the Tollway shall have the right to extend the Disentanglement Period for up to an additional one hundred eighty (180) consecutive calendar days (for a total Disentanglement Period of three hundred sixty (360) days) by providing written notice to the Contractor within thirty (30) calendar days of the date upon which Disentanglement commences. At any time after the commencement of Disentanglement, the Tollway shall have the right to shorten the Disentanglement Period by sending no less than sixty (60) calendar days prior written notice to the Contractor specifying an early

expiration date for the termination of Services ("Early Expiration Date") and the terms and conditions set forth in Section 1.6 shall apply with respect to the Tollway's payment obligations. If the Contractor has not fulfilled its Disentanglement obligations by the Expiration Date and/or Disentanglement Services are otherwise required and there is or was a Force Majeure Event or a Contractor Event of Default, then such Services shall be provided by the Contractor on a month-to-month basis at the then current Service Rates.

1.7.3 Specific Obligations. The Disentanglement shall include the performance of the following specific obligations:

1.7.3.1 Full Cooperation and Information. Upon Disentanglement, the parties shall cooperate fully with one another to facilitate a smooth transition of the Work being terminated from the Contractor to the Tollway or the Tollway's designated replacement provider. Such cooperation shall include the provision (both before and after the cessation of Contractor's providing all or any part of the Work under this Contract) by Contractor to the Tollway of full, complete, detailed, and sufficient information (including all information then being utilized by the Contractor) to enable the Tollway's personnel (or that of third parties) to fully assume and continue without interruption the provision of the Work.

1.7.3.2 No Interruption or Adverse Impact. Contractor shall cooperate with the Tollway and all of the Tollway's other service providers as necessary to ensure a smooth transition at the time of Disentanglement, with no interruption of Work, no adverse impact on the provision of Work or the Tollway's activities, no interruption of any Work provided by third parties, and no adverse impact on the provision of services provided by third parties.

1.7.3.3 Third-Party Authorizations. Without limiting the obligations of Contractor pursuant to any other clause herein, Contractor shall, subject to the terms of any third-party contracts, procure at no charge to the Tollway any third-party authorizations necessary to grant the Tollway the use and benefit of any third-party contracts between Contractor and third-party contractors used to provide the Work, pending their assignment and novation to the Tollway; provided, however, that Contractor remains responsible for any and all liabilities incurred prior to the effective date of the assignment and novation.

1.7.3.4 Licenses to Proprietary Software; Software Use and Maintenance. Unless otherwise expressly agreed to by the Tollway for any proprietary software programs and applications of the Contractor developed for use or otherwise provided under the Contract Documents or used in the System, Contractor shall provide a worldwide perpetual, non-exclusive, transferable, fully paid, irrevocable, assignable license to the Tollway in exchange for adequate consideration which is included in the Contract Price and, at no additional charge to the Tollway, which shall permit the Tollway, and its employees, agents, Contractors (including third party replacement service providers) and other authorized users, to install, store, operate, use, modify, reproduce and customize, all of such software, including but not limited to, all Contractor underlying works and Contractor derivatives and updates thereto that are or may become needed in order to allow the Tollway to install, store, operate, use, modify, reproduce and customize the software as more fully described herein and in the Contract Documents. Contractor shall also offer to the Tollway the right to receive Maintenance (including all enhancements and upgrades) and support with respect to such software, Contractor underlying works and Contractor derivatives for so long as the Tollway requires, at rates and performance levels as least as good as Contractor is offering to other customers for services of a similar nature and scope. Thereafter, the Tollway shall have the right to install, store, operate, use, modify and customize the software, or to have third parties install, store, operate, use, modify, and customize the software, and in the event applicable, the Tollway shall own all title to and rights in any modifications or customizations of the software. To effect the intent of the foregoing, the Tollway and Contractor shall enter into that certain Master Software License Agreement, a form of which is attached hereto as Exhibit "6" to this document, and made a part of this Contract, and that certain Software Escrow Agreement, which is an exhibit to such Software License Agreement which shall apply to all proprietary software of the Contractor developed for use or otherwise provided under the Contract Documents or used in the System, except as expressly agreed by the parties otherwise. In the event that any of the software forming part of the System is existing software that is provided subject to any agreement other than the Software License Agreement, the Contractor shall specifically identify and disclose such software items to the Tollway and provide to the Tollway the forms of license agreements, support and maintenance agreements, escrow agreements or other agreement(s) applicable to such software items for review by the Tollway in advance of commencing Work. In the event that the Tollway approves the terms of such licenses or other agreements with respect to such software, the Contractor shall procure for the Tollway subject to the terms and conditions of Exhibit "9" ("Third-Party Procurement Terms & Conditions") all required licenses as needed, in the name of the Tollway as licensee, as needed in order for Tollway operation of the System as well as any applicable escrow agreements for such software items. The Contractor shall not incorporate or use any software in connection with or as part of the System other than in compliance with the foregoing requirements. Specifically, but without limitation, the Contractor shall not incorporate or use any open source software in connection with or as part of the System without the prior written approval of the Tollway. Tollway hereby approves the use of RedHat JBoss Enterprise SOA and BRMS Platforms, as well as Talend Integration Suite.

Prior to depositing the software and related documentation into Escrow, the Contractor shall submit the name of the Escrow Agent to the Tollway for its Approval. In the event that the Escrow Agent requires its own form of Escrow Agreement, the form of Escrow Agreement used by the Escrow Agent shall be subject to the prior written approval of the Tollway and if not Approved by the Tollway then another Escrow Agent shall be selected. If the Escrow Agent's form of Escrow Agreement is Approved by the Tollway, said Escrow Agreement shall be used instead of the Escrow Agreement attached hereto as part of the Software License Agreement.

1.7.3.5 Transfer of Assets. Contractor shall convey to the Tollway, all Tollway assets in Contractor's possession. If applicable, at the election of the Tollway, Contractor shall convey to the Tollway from among those assets then held by Contractor for the provision

of Work to the Tollway such assets as the Tollway may select, at a price consisting of the net book value. Contractor shall promptly remove from the Tollway's premises any Contractor assets that the Tollway, or its designee, chooses not to purchase.

- 1.7.3.6 **Transfer of Leases, Licenses, and Contracts.** Contractor, at its expense, shall convey or assign to the Tollway or its designee such leases, licenses, and other contracts used by Contractor, Tollway, or any other person solely in connection with the Work, as the Tollway may select. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other Contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall indemnify, defend and hold harmless the Tollway for any losses or liability resulting from any claim that Contractor did not perform any such obligations.
- 1.7.3.7 **Delivery of Documentation.** Contractor shall deliver to the Tollway or its designee, at the Tollway's request, all documentation and data created for the Tollway in the course of the Services including the Tollway data, held by Contractor, and upon Approval by the Tollway Contractor shall destroy all copies thereof not turned over to the Tollway, all at no charge to the Tollway. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding Tollway data that is not reasonably necessary, for archival purposes or warranty support.
- 1.7.3.8 **Hiring of Employees.** Contractor shall cooperate with and assist (and shall cause its subcontractors to cooperate with and assist) the Tollway (or the Tollway's designee) in offering employment, at the sole discretion of the Tollway, to any or all skilled or specially trained Contractor employees (and to any or all employees of Contractor's subcontractors) that are substantially involved in the provision of Work whether such offers are made at the time of or in anticipation of expiration or termination of the Contract term. This obligation to cooperate shall include, but shall not be limited to the obligation to release (and cause its subcontractors to release) from any non-compete agreements, any of the employees hired, or sought to be hired, by the Tollway and/or by a replacement service provider. In such instance, notwithstanding any agreements that Contractor may have with its employees, Contractor shall not take or fail to take any actions that would interfere with or prevent the Tollway and/or any replacement service provider from hiring any or all such Contractor employees (and any or all employees of Contractor's subcontractors). Contractor shall not (and shall use reasonable efforts to ensure that its subcontractors do not in any manner communicate disparaging information about the Tollway and/or any replacement service provider, or any of their employees, to transitioning employees or existing employees of the Tollway and/or any replacement service provider. Contractor shall be solely responsible for, and shall pay, all severance and related payments, if any are payable pursuant to Contractor's standard policies, to any such employees of Contractor hired by the Tollway or its designee, and shall cause the relevant subcontractor of Contractor to pay severance and related payments, if any are payable pursuant to such subcontractor's standard policies, to any such employee of a subcontractor hired by the Tollway or its designee.

1.7.4 Preparation for Disentanglement

- 1.7.4.1 **Complete Documentation.** Contractor shall provide to the Tollway complete information, including complete documentation, as required to be provided under this Contract, in accordance with the standards and methodologies to be implemented by Contractor, for all software (including applications developed as part of the Work and in accordance with the license agreement) and hardware, that is sufficient to enable the Tollway, or another service provider, to fully assume the provision of the Work to the Tollway. Contractor shall provide such documentation for all upgrades to or replacements of software or hardware, concurrently with the installation thereof.
- 1.7.4.2 **Maintenance of Assets.** Contractor shall maintain all hardware, software, systems, networks, technologies, and other assets utilized in providing Work to the Tollway (including leased and licensed assets) in good working condition and in such locations and configurations as to be readily identifiable and transferable to the Tollway or its designees in accordance with the provisions of this Contract; additionally, Contractor shall insure such assets in accordance with this Contract.
- 1.7.4.3 **Advance Written Consents.** Contractor shall obtain advance written consents from all licensors and lessors to the conveyance or assignment of licenses and leases to the Tollway or its designee upon Disentanglement. Contractor shall also obtain for the Tollway the right, upon Disentanglement, to obtain maintenance (including all enhancements and upgrades) and support with respect to the assets that are the subject of such leases and licenses at the price at which, and for so long as, such maintenance and support is made commercially available to other customers of such third parties whose consent is being procured hereunder.
- 1.7.4.4 **All Necessary Cooperation and Actions.** Contractor shall provide all cooperation, take such additional actions, and perform such additional tasks, as may be necessary to ensure a timely Disentanglement in compliance with the provisions of this section, including full performance, on or before the expiration date, of Contractor's obligations under this section.

Contractor shall provide sufficient experienced personnel in each division of Work during the entire transition period to ensure that the Work is maintained at the level of proficiency required by the Contract. Contractor shall also provide sufficient staff to help the Tollway and/or any replacement service provider maintain the continuity and consistency of the Work required by this Contract and Scope of Work. The Contractor shall allow the Tollway and/or any replacement service provider to conduct on-site interviews with its employees. To the extent that any obligations under this Section 1.7 require personnel, licenses or resources in addition to those routinely assigned to performance under this Contract, Contractor may charge Tollway for such additional personnel, licenses or resources. Any additional personnel performing roles described in the rate card included in Exhibit "1" will be charged in accordance with such rate card.

1.7.5 **Miscellaneous Duties.** In a manner not inconsistent with other terms and conditions set forth herein, the Contractor, upon receipt of notice of termination or upon the request of the Tollway, shall:

- 1.7.5.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Tollway may require.
- 1.7.5.2 Comply with the Tollway's instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.
- 1.7.5.3 Cooperate in good faith with the Tollway, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.
- 1.7.5.4 Immediately return to the Tollway payments made by the Tollway for services that were not rendered by the Contractor.

2. DESCRIPTION OF SERVICES, SOFTWARE AND EQUIPMENT

- 2.1 **GOAL:** To utilize the knowledge and expertise of the Contractor, to obtain supplies and services necessary to help meet the statutory responsibilities of the Tollway as more fully set forth herein and in the attachments and exhibits hereto.
- 2.2 **SUPPLIES AND/OR SERVICES REQUIRED:** The supplies and/or services required pursuant to this Contract are more fully set forth herein and in the attachments and exhibits hereto. With respect to any inconsistency or conflict among the documents comprising this Contract, the following order of precedence shall prevail:
1. This Contract (including any exhibits and/or attachments hereto);
 2. The RFP issued by the Tollway (including any addenda issued thereto; provided, however, that it is understood by the parties that the functional requirements and technical requirements from the RFP are replaced in their entirety by the conformed specifications document attached to this Contract as Exhibit "5", and shall no longer apply);
 3. Other submissions received from Contractor after the initial proposal as part of the negotiation process, if applicable; and
 4. The initial proposal of Contractor.
- 2.3 **MILESTONES AND DELIVERABLES:** Contractor shall be responsible for the Milestones and Deliverables as set forth herein as well as any exhibits and/or attachments hereto and made a part hereof. Contractor shall not perform services, provide supplies or incur expenses in an amount exceeding the amount set forth herein (including any exhibits and/or attachments hereto) unless the Tollway has authorized a higher amount in writing prior to the Contractor performing the services, providing the supplies, or incurring the expenses.
- 2.4 **CONTRACTOR / STAFF SPECIFICATIONS:**
- 2.4.1 **Tollway Personnel.** The Tollway shall provide a liaison who shall act as a liaison between the Tollway and Contractor with respect to the overall administration of this Contract. In addition, with respect to individual components of the work to be performed pursuant to this Contract, the Tollway may provide additional liaisons who will serve as a Tollway Project Manager and be responsible to coordinating Tollway resources and personnel and have overall responsibility for ensuring the Tollway's performance of its responsibilities with respect to the individual component of Work to which they are assigned.
- 2.4.2 **Contractor Personnel.** The Contractor shall provide sufficient, qualified personnel to perform Contractor's obligations hereunder including, without limitation: (a) the Project Principal; (b) for each component of work to be performed, an experienced, qualified Project Manager; and (c) such other key personnel as may be designated to fill the positions identified in the RFP (collectively referred to as "Key Project Team") and in the Contractor's Proposal. For each component of work to be performed, the applicable Contractor Project Manager and the applicable Tollway Project Manager shall act to ensure that Contractor and any Contractor Subcontractors perform their obligations including, without limitation, those specified in the Contract Documents. The Key Project Team shall be available at locations specified in the Contract Documents and as otherwise requested by the Tollway. Contractor was to have provided a list of individuals that Contractor intended to include on the Key Project Team with its proposal. This list was to have included professional qualifications for each individual listed. To the extent that Contractor desires to replace any individuals on the Key Project Team that have been Approved by the Tollway, Contractor must submit the name and qualifications of said proposed replacement for consideration and Approval by the Tollway.
- 2.4.3 **Experience of Contractor Personnel.** Key Personnel assigned by the Contractor to provide services to the Tollway shall meet at least the qualifications set forth in Section 7.2 of the RFP. If the Contractor wants to assign Key Project Team members to the Tollway's Project that do not meet all of the qualifications set forth therein, such assignment shall require the prior written Approval of the Tollway, which approval may be withheld in the Tollway's reasonable discretion. Individuals who are listed in the scope of work or work plan of a particular component of work to be performed, provided such scope of work or work plan has been approved by the Tollway in writing, shall be deemed approved with respect to the requirements stated above.
- 2.4.4 **Removal of Contractor Personnel by Tollway.** The Tollway shall have the right to require the Contractor to replace any individual supplied by the Contractor and providing services to the Tollway including, without limitation, the Project Principal, the Contractor Project Manager or other Contractor Key Project Team personnel and/or permitted subcontractor personnel if the Tollway determines that: (a) such individual is unfit or otherwise unsatisfactory to perform Contractor's obligations hereunder; or (b) such individual has failed to timely provide to the Tollway any important deliverable. Race, gender, age, sexual orientation, national origin and other similar discriminatory characteristics shall not be valid grounds for any such request by the Tollway. Unless the circumstances require an immediate removal (as determined by the Tollway), the Contractor shall have a period of seven (7) calendar days following the Tollway's request to resolve any problems with respect to such individual in a manner satisfactory to the Tollway. If the Contractor is unable to resolve the problem within such seven (7) calendar day period to the Tollway's satisfaction, then the Contractor shall provide a replacement for such individual as soon as reasonably possible thereafter, taking into consideration such individual's duties and responsibilities, provided that such replacement shall in no event be provided more than fourteen (14) calendar days following expiration of the initial seven (7) calendar day period referenced above unless the Tollway, in its sole discretion, determines that an extension of time is in the best interests of the Tollway and warranted under the circumstances.

- 2.4.5 **Removal/Reassignment by Contractor.** Except upon the Tollway's prior written consent, which consent may be withheld in the Tollway's sole discretion, the Contractor shall not remove from a Tollway project or temporarily reassign any Key Project Team Personnel to another account until such personnel have completed all of their assigned responsibilities with respect to this Contract and/or the applicable scope of work or work plan. Notwithstanding the foregoing, the Contractor shall have the right to remove or reassign Key Project Team Personnel upon notice to the Tollway if such removal or reassignment is required due to career advancement (provided that said removal or reassignment remains subject to the Tollway's approval, said approval in this instance not to be unreasonably denied, withheld or delayed and further provided that such reassignment shall not occur without Tollway's consent within the first year of said employees assignment to the Key Project Team), termination of employment, leave of absence or extended illness.
- 2.4.6 **Transition.** If: (a) Contractor is obligated to replace an individual as provided in Section 2.4.4; or (b) Contractor wants to replace or reassign any of the Key Project Team Personnel, and either the Tollway consents to such replacement or reassignment, or the Tollway's consent to such replacement or reassignment is not required as provided in Section 2.4.5; (c) the terms of Section 2.4.2 with respect to the Tollway's right to select replacement personnel for any Key Personnel shall apply; (d) the terms of Section 2.4.3 shall apply; (e) the proposed replacement personnel shall be "qualified", meaning that the proposed replacement personnel shall possess comparable experience and training as the Contractor personnel to be replaced; and (f) the replacement personnel shall work with the replaced personnel, provided the replaced personnel remains employed by the Contractor, during a mutually agreed transition period, the duration of which shall be determined by the parties based on the duties and responsibilities of the person to be replaced, and all the costs and expenses associated with educating and training the replacement personnel shall be borne by the Contractor. In addition, provided the replaced person remains employed by the Contractor, such individual shall continue to be available by telephone to answer any project related questions.
- 2.4.7 **Key Personnel Vacancies.** If there is a vacancy in a Key Project Team position (a "vacancy" for purposes of this Section includes Contractor's failure to provide a replacement within the time frames specified in Section 2.4.4), the Tollway shall have the right to withhold any amounts due the Contractor under this Contract until the Contractor provides a qualified replacement as defined in Section 2.4.6.
- 2.4.8 **Background Checks.** All Contractor personnel shall be subject to a background check to be performed by the Contractor at its sole cost and expense before being granted access to the System, any of the facilities owned or operated by or on behalf of the Tollway, Tollway data or any Tollway confidential information. Before any Contractor personnel may be assigned to perform services under this Contract, Contractor shall confirm completion of this background check to the Tollway; provided, however, that the Tollway shall be provided with a summary as to the processes and procedures of the background check performed by the Contractor; and provided further, that the Tollway shall be entitled to review copies of said background checks in the event that the Tollway reasonably believes that there is cause to do so and access to such background checks by the Tollway shall be limited to Tollway personnel having background check access and responsibility for Tollway matters. Such background check shall be in the form generally used by the Contractor in its initial hiring of employees or contracting for independent contractors, as applicable, but must, at a minimum: (a) have been performed within the preceding twelve (12) month period; (b) detail the individual's education, arrest and conviction records, credit history, litigation history and employment history; and (c) screen and exclude individuals who: (i) are currently excluded, suspended, debarred or otherwise ineligible to participate in any government contract; or (ii) have been convicted of a criminal offense that raises substantial concerns about the individual's ability to perform required responsibilities. At the end of each year, Contractor's Project Manager shall certify that the background check required by this Section has been conducted in respect of all Contractor personnel; provided, however, that if Contractor demonstrates that it has a system in place pursuant to which Contractor is notified, on an ongoing basis, of convictions of its employees no annual background check shall be required, that no new information has been learned concerning the probity, honesty or criminal activity of any such person, and that each such person is a qualified person. Without limiting the obligations of the Contractor as set forth in this Section, whenever the Tollway deems it reasonably necessary for security reasons, the Tollway may conduct, at its expense, criminal and driver history background checks of Contractor's and subcontractors' officers, employees or agents. Contractor or subcontractor shall reassign immediately any such individual who, in the opinion of the Tollway, does not pass the background checks.

2.5 ASSIGNMENT AND SUBCONTRACTING:

- 2.5.1 **Approval of Subcontractors.** Contractor shall obtain the Tollway's prior written consent, which consent can be withheld in the Tollway's sole discretion, before entering into an agreement with any Subcontractor who may be retained by the Contractor to provide any services, including without limitation, software services, maintenance services, operational services and/or training or education services. In the event that the Tollway does provide consent to the Contractor to engage the services of a subcontractor, Contractor shall remain responsible for all services to be performed under this Contract. If the Tollway determines, in its reasonable discretion, that any approved Subcontractor is not performing to the satisfaction of the Tollway or is otherwise causing a delay in the implementation of the system or a component of the system, the Tollway reserves the right to require the Contractor, at no additional cost to the Tollway, to replace such Subcontractor with another Subcontractor or require such Subcontractor services to be provided by the Contractor directly. Contractor shall ensure that any such Subcontractor agreements shall include provisions naming the Tollway as a third party beneficiary or otherwise granting the Tollway the right to directly enforce the Contractor's rights against such Subcontractor (where applicable) as to the data rights, confidentiality, security and indemnification provisions of this Contract. The Tollway shall not be bound by the terms of such subcontractor agreements entered into by the Contractor, and such agreements shall not contain any obligations with respect to the Tollway including, without limitation, a guarantee of payments to such Subcontractor. Any approval of Contractor's right to use a Subcontractor shall be conditioned upon the following: (a) the agreement between Contractor and Subcontractor shall not impose or seek to impose any liabilities or obligations on the Tollway, including the pass through of any termination fees, damages or costs in the event Contractor is required to replace the Subcontractor; (b) the Tollway's ability to obtain full assignment of such agreement upon written notice by the Tollway to the

Subcontractor following any default by Contractor under this Contract; (c) with respect to Software for which support and maintenance services shall be provided, the Tollway's ability to, at any time, obtain support and maintenance services directly from the Subcontractor; and (d) Subcontractor executing and delivering to the Tollway the Confidentiality and Non-Disclosure Agreement, the form of which is set forth in Exhibit "2" (Confidentiality and Non-Disclosure Agreement) hereto. Contractor agrees that assignment of any subcontractor agreement to the Tollway shall in no way diminish, reduce, modify or affect Contractor's obligations and liabilities to the Tollway hereunder and Contractor shall remain responsible for all such obligations and liabilities. Notwithstanding any subcontract or agreement with any Subcontractor, Contractor shall be fully responsible for all of the work to be performed under this Contract. Contractor further agrees that it shall indemnify the Tollway for the actions and/or inactions of its Subcontractors under the terms of the indemnification provisions of this Contract.

- 2.5.2 **Mandatory Terms of Subcontracts.** Each subcontract shall include any and all mandatory terms specified herein and any terms and conditions required to ensure compliance by such Subcontractors with all applicable requirements of this Contract. Contractor shall ensure that, when minimum wage rates and prevailing wage rates are applicable to the work performed under this Contract, they shall apply to labor performed under subcontract or by assignment. Contractor shall further ensure that all subcontracts entered into with Subcontractors grant the Tollway all of the rights and privileges of such subcontract, including, but not limited to, the Tollway's right to secure materials or services from the Subcontractor which might be a part of the Subcontractor's work production. All subcontracts must include the same certifications that Contractor must make as a condition of this Contract. Contractor shall include, or has included, in each subcontract the Subcontractor certifications as shown on the Standard Subcontractor Certification form available from the Tollway and set forth in Exhibit "3" (Subcontractor Certification Form).
- 2.5.3 **Subcontractor Records.** Contractor shall immediately notify the Tollway upon the substitution or addition of a Subcontractor retained to perform work under this Contract, approval by the Tollway of which will not be unreasonably denied, withheld or delayed, and shall provide the Tollway with a copy of said subcontract within twenty (20) calendar days of its execution. Furthermore, Contractor shall provide the Tollway, upon request, but not less than quarterly, with an updated list of its Subcontractors, including all relevant contact information. Contractor shall require, as a condition of any subcontract, that all Subcontractors abide by the terms and conditions of this Contract including, but not limited to, availability, audit, confidentiality and retention of records.
- 2.5.4 **Allowable Substitutions.** Notwithstanding anything herein to the contrary, the substitution of Subcontractors shall only be allowed for reasons beyond the control of the Contractor, as determined by the Tollway. The Tollway has sole discretion to make these determinations. If a substitution is requested, the Contractor shall submit the request in writing to the attention of the designated Tollway representative. Such a request shall include a detailed explanation of the reason for the proposed substitution. Any substitute Subcontractor shall comply with the same technical qualifications as the removed Subcontractor and must otherwise comply with all other requirements of this Contract.
- 2.5.5 **Prompt Payment to Subcontractors.** Upon payment by the Tollway of an approved invoice, Contractor shall promptly pay its Subcontractors for work performed and identified within said invoice as payment for work performed by said subcontractor pursuant to the terms and within the time frames set forth in the applicable subcontract. Upon notice to the Tollway that Contractor has failed to make such payments to its Subcontractors, notwithstanding whether such notice is provided pursuant to the mechanic's lien laws of the State of Illinois, Contractor agrees that the Tollway shall be entitled to withhold from future payments due and owing to Contractor an amount equal to the amount set forth in the notice to the Tollway. Furthermore, the Contractor specifically agrees that the Tollway will hold said amount until such time as documentation satisfactory to the Tollway is received evidencing that the Subcontractor in question has been paid all amounts due and owing from the Contractor. Contractor shall not be entitled to any interest on amounts so withheld. Contractor may, in the Tollway's sole discretion, be obligated to provide a \$1,000.00 credit per occurrence in relation to its failure to pay its Subcontractors pursuant to the terms and conditions of the applicable subcontract.

2.6 TRANSPORTATION AND DELIVERY:

- 2.6.1 **Risk of Loss.** Risk of damage and/or loss of equipment to be provided pursuant to this Contract shall be upon Contractor until Contractor places the equipment in its final location, and the Tollway has inspected and approved the installation and commissioning, at which time risk of damage and loss shall transfer to the Tollway, except for damages thereafter caused by the Contractor, its employees, Contractors or agents.
- 2.6.2 **Delivery, Transportation and Cost.** The Contractor shall cause any equipment to be provided pursuant to this Contract to be delivered in accordance with the time frames specified in this Contract as well as any exhibits and/or attachments hereto and made a part hereof. Said delivery shall be made, at the Tollway's sole discretion, to Tollway designated locations at the installation sites or storage or staging areas. Unless otherwise agreed to in writing by the Tollway, Equipment shall be delivered between 9:00 a.m. and 3:00 p.m., Monday through Friday, except for Tollway holidays. The Tollway Project Manager shall be notified in writing at least five (5) business days prior to the actual date of delivery of the equipment and deliveries and the Tollway shall not be obligated to accept deliveries without such five (5) business day prior written notice. Contractor shall arrange for all transportation of equipment to Tollway designated locations at the installation sites and/or storage or staging areas. Contractor shall make proper arrangements with the necessary officials for the use of any public roads and streets for hauling loads in excess of present permitted allowances. Equipment is to be transported and installed pursuant to the requirements set forth herein and in Exhibit "4" (Installation and Commissioning Plan) . Due to the limited amount of storage space at the installation sites, the Contractor may be required to maintain a storage or staging area near the installation sites. The Contractor must receive prior written approval from the Tollway Project Manager before using any storage or staging area. All costs associated with the delivery and storage of equipment including, without limitation, freight, rigging, warehousing and insurance shall be included in the fees chargeable herein.

- 2.7 WHERE SERVICES ARE TO BE PERFORMED:** The services to be performed pursuant to this Contract shall be performed in the manner and at the location(s) set forth herein as well as in any of the exhibits and/or attachments hereto and made a part hereof. In any event, unless otherwise agreed to in writing by the Tollway, all services performed pursuant to this Contract shall be performed in the United States. If the Contractor manufactures the supplies or performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the Tollway as a breach of the Contract by Contractor. If the Contractor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of Contract if the Contractor shifts any such work outside the United States. Notwithstanding this Section 2.7, the Tollway acknowledges that certain Services will be performed by Contractor utilizing its Global Delivery Network in the following countries: Argentina, India, the Philippines, Portugal and the United States.
- 2.8 SCHEDULE OF WORK:** Any work performed on Tollway premises shall be done during the hours set forth herein as well as any exhibits and/or attachments hereto and made a part hereof or as designated by the Tollway and performed in a manner that does not interfere with the Tollway and its personnel.
- 2.9 EQUIPMENT GENERALLY:**
- 2.9.1 Sale of Equipment** The Tollway may, from time to time, purchase Equipment from the Contractor per the Third-Party Procurement Terms and Conditions and the pricing and other terms set forth in Exhibit "1". Pursuant to such sale, the Contractor shall provide the Tollway with a bill of sale under which the Contractor shall transfer title to the Equipment free and clear of any and all liens, encumbrances and charges, and shall represent and warrant in such bill of sale that the Equipment and any components thereof are new, unused and proven in field service, and as of the time the Tollway approves the bill of materials, as may be revised, not discontinued or planned to be discontinued and contain no replacement parts except as otherwise specified in this Contract as well as in any and all exhibits and/or attachments hereto and made a part hereof. If between the time of the Approval of the bill of materials and the delivery of the Equipment, a supplier discontinues or announces its plan to discontinue product manufacture or its support, the Contractor shall so notify the Tollway and the Tollway shall promptly either elect to proceed or not proceed with such purchase. If the Tollway wants to forego and/or reject the Equipment purchase, the Contractor shall provide the Tollway with a statement on the impact such rejection may have on the installation. If there is or may be a delay in this installation, and the Tollway nevertheless wants to proceed, a Change Order shall be developed to address the delay. Modified versions of regular catalog equipment or special equipment shall be detailed as such and shall require prior written approval by the Tollway's Project Manager before such modified equipment can be considered Equipment. Title to Equipment shall remain vested in the Contractor until no later than such Equipment has achieved system on-site installation and commissioning Approval. Risk of damage and/or loss of equipment shall be upon the Contractor until such system on-site installation and commissioning Approval (unless said damage and/or loss is due to circumstances beyond the control of Contractor) at which time risk of damage shall transfer to the Tollway, except for any damages thereafter caused by the Contractor, its employees, Subcontractors or agents.
- 2.9.2 Lease of Equipment.** The Tollway may, from time to time, lease Equipment in connection with the services to be performed pursuant to or in relation to this Contract. The terms and conditions of any leasing arrangement shall be in a form that meets with the approval of the Tollway and shall be set forth in an exhibit and/or attachment hereto and made a part hereof.
- 2.9.3 Documentation Relating to Equipment.** Unless otherwise required by Contract Documents, for any Contractor manufactured Equipment purchased or Software licensed from Contractor, Contractor shall provide the Tollway with five (5) original hard copies of documentation, together with one (1) soft copy in an agreed upon format, for such Equipment and/or Software. For any Equipment or Software manufactured by a Third Party, Contractor shall provide or include, for each component of Equipment or Software, as applicable, the original manufacturer's documentation (both hard and soft copies).
- 2.9.4 Installation Site Readiness.** The Tollway will notify the Contractor of the availability of a particular Installation Site so that the Contractor can inspect the relevant parts of the Installation Site to determine whether it appears to be ready for the Contractor to install and test the Equipment. The Contractor shall notify the Tollway of any issues, concerns or non-compliant items that it identifies should be addressed at the Installation Site in order for the Contractor to proceed with its installation. The Tollway will use its reasonable efforts to address such issues, concerns or non-compliant items, and if such items are not remedied in a time frame to permit Contractor to maintain the planned installation schedule, the impact to the schedule shall be identified by the Contractor and if any schedule impacts are determined by the Tollway to be documented and justified, a Change Order will be processed to reflect any such delays. Once the Installation Site is available, the Contractor shall commence its installation activities.
- 2.9.5 Replacement Parts.** Upon request and at the Tollway's expense (excluding applicable warranty period), the Contractor shall purchase for the Tollway replacement parts (beyond the spare parts listed in Exhibit "1", in Contractor's Bill of Materials and identified in Contractor's Maintenance Plan) for the Equipment in such quantities as specified by the Tollway with such Equipment support and supply guarantees that may be required at such time and agreed to by the parties and applicable third party. Any "loaner" units used while a field unit or Equipment component is being repaired shall be provided by the Contractor at no additional cost to the Tollway, including without limitation, freight, shipping, restocking and other related charges and the installation of such "loaner" units. Nothing contained in this Contract shall obligate or require the Tollway to purchase replacement parts from the Contractor and the Tollway may, at the Tollway's sole discretion, procure replacement parts from any source. In the event that the Tollway procures replacement parts from sources other

than the Contractor, the Contractor shall, at the Tollway's expense, inspect and certify such replacement parts; once certified, such replacement parts shall be utilized with the applicable System without modification to or limitation of the warranties set forth in this Contract as well as any and all of the exhibits and/or attachments hereto and made a part hereof.

- 2.9.6 **System Maintenance.** The Contractor shall provide System Maintenance for Equipment in accordance with the terms and provisions of the Contract Documents. Notwithstanding the foregoing, the Tollway reserves the right to maintain any equipment purchased under this Contract using Tollway personnel or third party maintainers. In such case, the Contractor shall provide the Tollway or its maintenance provider with such services, documentation, materials and parts under reasonable terms and conditions and at reasonable costs. The Tollway reserves the right to return to Contractor's maintenance following written certification by Contractor that the equipment is eligible for Contractor's maintenance. Contractor's standard charges for the certification inspection, plus any applicable charges required to bring the equipment into eligibility for Contractor's maintenance shall apply. Exercise of these rights by the Tollway shall be without penalty or sanction by the Contractor.
- 2.9.7 **Equipment Substitutions.** All Equipment shall be new and shall not contain any replacement or refurbished parts or components. Contractor shall not substitute any Equipment, or component thereof, with any other equipment, or component thereof, without the Tollway's prior written consent pursuant to a Change Order. Contractor may be permitted to temporarily substitute any Equipment, or component thereof, if all of the following conditions are met: (a) the substitute equipment, or component thereof, is equivalent or better in form, fit, function, capacity and performance than the ordered Equipment, or component thereof; (b) the Contractor is unable to meet the delivery requirements of the Tollway as specified in the absence of such substitution; (c) the Contractor provides reasonable prior written notice of the substitution to the Tollway; and (d) the Tollway consents in writing pursuant to a Change Order to the proposed substitution. If the Contractor substitutes any Equipment, or component thereof, as described herein, the cost of installation and removal of such substitute Equipment shall be borne solely by the Contractor. Title to and risk of loss for the substitute equipment, unless accepted by the Tollway as a permanent substitution, shall at all times remain with the Contractor.
- 2.9.8 **Purchase of Additional Equipment.** Except for equipment otherwise specified in this Contract or in the Contract Documents, Contractor shall not purchase equipment with funds received under this Contract without having obtained the Tollway's prior Approval. For purposes of this provision, "equipment" shall include any product, tangible and intangible, used solely in Contractor's performance under this Contract and having a useful life of two years or more and an acquisition cost of at least \$100. Contractor acknowledges that the Tollway is under no obligation to give consent and that the Tollway may, if it gives consent, subject that consent to such additional terms and conditions as the Tollway may require. Contractor acknowledges that any equipment purchased under this provision is and shall remain the property of the Tollway.
- 2.9.9 **Exclusive Use.** All equipment and software identified in Exhibit "5" (Project Requirements) as being for exclusive use of the Tollway, shall not be used by any third parties, including other customers of Contractor, without the express written consent of the Tollway.

2.10 SOFTWARE AND CUSTOM DEVELOPMENTS GENERALLY:

2.10.1 Software License.

- 2.10.1.1 **Grant of License.** The terms and conditions set forth in the Master Software License Agreement entered into between Contractor and the Tollway, dated concurrently with this Contract and attached hereto as Exhibit "6" (Master License Agreement) shall apply to all Contractor owned or developed software provided to the Tollway, whether by license or used by Contractor in the provision of Services to the Tollway.
- 2.10.1.2 **Performance Tools, Utilities, Etc.** Contractor acknowledges and agrees to provide to the Tollway, at no additional cost, all of the items referenced in sub-sections (a) through (h) of Section 2.10.5 below that Contractor owns or has a right to license to the Tollway and which relate to the Software.
- 2.10.1.3 **Restrictions.** No title or ownership of intellectual property rights to the Software is transferrable to the Tollway under this Contract. The Tollway shall not disassemble, reverse compile, reverse engineer or otherwise translate the Software; provided, however, the Tollway shall have the right to use the Software in any fashion for purposes of creating interfaces. The Tollway shall not sell, lease, license or sublicense the Software or Documentation to any Third Party.
- 2.10.1.4 **Third Party Software.** Unless otherwise agreed to in writing by the parties, Contractor shall be required to acquire all necessary Third Party Software and ongoing Third Party licensing and support agreements; provided, however, that the costs of all Third Party Software and the ongoing Third Party licensing and support agreements shall be passed through to the Tollway by the Contractor pursuant to the terms set forth in the Pricing Sheets. If applicable, such other terms and conditions relating to Third Party Software shall be set forth in the applicable exhibit and/or attachment hereto and made a part hereof. Unless expressly agreed to in writing, the Tollway does not delegate or grant any right to Contractor to bind the Tollway with respect to any Third Party terms and conditions, and shall only be bound by such terms and conditions to the extent that the Tollway has expressly agreed to in writing.

2.10.2 Enhancements and Custom Developments.

- 2.10.2.1 **System Software Collaborative Development.** Contractor shall work collaboratively with the Tollway to enable the Tollway to have the opportunity to participate in and fund Developments (as defined below) to the Contractor proprietary Software. Contractor will facilitate and host client forums, at least twice a year, where Contractor's clients can discuss with Contractor's executives and Contractor's development personnel various features, functionalities and improvements to the Contractor proprietary Software. To the extent Contractor and the clients determine that Developments should be prepared, Contractor and one or more clients will use their good faith efforts to negotiate a written agreement for the preparation of the desired Development and cost-sharing arrangements, and such written agreement will specify which client or clients are responsible for reviewing and approving any requirements, design, documentation and acceptance testing with respect to such Developments.
- 2.10.2.2 **Access to Enhancements.** For so long as the Tollway is receiving Support and Maintenance Services, at no additional license fee, Contractor will provide the Tollway with the Enhancements it makes to those modules of Contractor proprietary Software licensed by the Tollway under this Contract. Such Enhancement or Enhancements will be subject to the terms and conditions of Section 2.10.1.1, Grant of License.
- 2.10.2.3 **Implementation of Enhancements.** The Tollway will have no obligation to implement Enhancements provided by Contractor under Section 2.10.2.2 except to the extent required to avoid infringement as provided in Section 4.4.1, Infringement. The Tollway acknowledges that, in the event that it elects to implement Enhancements, it may incur additional fees in connection with customizing, integrating, configuring, documenting and testing such Enhancements for use in connection with the System. Contractor will provide such customization, integration, configuration, documentation and testing at the then current Service Rates pursuant to a properly executed Change Order to this Contract.
- 2.10.2.4 **Ownership.** As part of performing the Services under this Contract, Contractor may from time-to-time develop Enhancements, software, documentation, designs, specifications, architectural renderings, prototypes, screen layouts and other materials, either alone or jointly with the Tollway (collectively, "Developments"). All Developments, and all intermediate and partial versions thereof, as well as all documentation, program materials, flow charts, notes, outlines and the like created in connection therewith, and any formulae, processes, algorithms, ideas, inventions, know-how or techniques, and any other information generated during the course of creating such Developments, and all related Intellectual Property Rights therein (collectively, the "Works") shall be the sole and exclusive property of Contractor, provided that the Tollway shall have a license to use the Works as provided in Section 2.10.1.1; and further provided that should Contractor use, sell or otherwise distribute the Developments to parties other than the Tollway, Contractor shall reimburse the proportional cost of the Developments previously paid by the Tollway. Such ownership shall inure to the benefit of the Contractor from the date of this conception, creation or fixation of the Works in a tangible medium of expression, as applicable. If and to the extent such Works, or any part thereof, are not considered owned exclusively by Contractor, the Tollway shall be deemed to have expressly assigned to the Contractor all exclusive right, title and interest in and to such Works without further condition, and agrees to promptly execute all such documents as may be requested by Contractor to evidence and/or perfect Contractor's Intellectual Property Rights therein.
- 2.10.2.5 **Pre-Existing and Independently Developed Intellectual Property.** Each party (and/or its Third Party licensors) is and shall remain the owner of all right, title and interest in and to those of that party's Intellectual Property Rights that existed prior to the Effective Date and in and to those of that Party's Intellectual Property Rights that may be independently developed by such party on or after the Effective Date.
- 2.10.3 **Software Documentation.** Contractor shall provide to the Tollway Documentation for the Software that is reasonably detailed and complete and that accurately describes the functional and operational characteristics of the Software as further set forth in Exhibit "5". Contractor shall provide to the Tollway updated versions of all such Documentation as soon as reasonably practical following its release by Contractor, but in no event later than ten (10) business days following delivery of any Software changes or Enhancements to the Tollway. Updated Documentation will be at least as detailed as the Documentation issued to the Tollway with any initial Software delivery. The date, version and/or release number of each and every item of Documentation that is applicable to the System, or component part thereof, will be specified in the applicable exhibit and/or attachment hereto and made a part hereof. Phase Certification and/or System Acceptance shall not occur until all such Documentation for the System, or component part thereof (either in draft or final form, as applicable and mutually agreed to by the parties), being tested has been received and approved by the Tollway.
- 2.10.4 **Source Code.**
- 2.10.4.1 **Source Code Delivery.** Except for commercially available Third Party Software, the Source Code and other Deposit Materials for all Software licensed to the Tollway hereunder or used by the Contractor to provide Services to the Tollway shall be provided to the escrow agent upon payment of the license fees, if broken out as a separate pay item, or upon payment of the applicable milestone payment within which payment of the applicable license fee is a part thereof, and within thirty (30) calendar days after Contractor issues new releases, versions or Enhancements of the Software; provided that Contractor shall not be required to deliver Source Code more than once each quarter. A description of the Source Code and other Deposit Materials is set forth in Exhibit "6", attached hereto and made a part hereof. The source code escrow will be maintained pursuant to an agreement substantially similar to the Form of Source Code Escrow Agreement in Exhibit "6".

2.10.4.2 **Source Code License.** Upon any release of the source code escrow, the Tollway shall have the additional rights to use, modify, enhance, adapt, execute, compile and create derivative works of the Source Code in order to support and enable the Tollway's continued use of the Software.

2.10.5 **Knowledge Transfer.** During the implementation of System to be provided pursuant to this Contract, and thereafter provided the Tollway is receiving Support and Maintenance Services from Contractor, Contractor shall, at no additional cost to the Tollway, structure its performance of the Services to effect the transfer of Know-How to the Tollway and/or its Third Party designees with respect to the functions, features, operation and support and maintenance of the System, and any component part thereof, all as necessary for the Tollway and/or its Third Party designees to become completely knowledgeable with respect to System design and operations and/or fully self-reliant with respect to the day-to-day operation and support and maintenance of the System, and any component part thereof, including all functions and features, training and other information and support as set forth in Exhibit "5" and including, but not limited to, the following examples:

- (a) all available data files, file and data definitions and relationships, data definition specifications, data models, Interfaces, program architecture, design concepts, product designs, program structure, sequence and organization, screen displays and report layouts, reference manuals, user and operating guides and manuals, design specifications, functional specifications, internal use listing or manuals relating to error corrections, fixes and workarounds, and file and program cross-reference information relating to the System, and/or any component part thereof;
- (b) all security requirements and methodologies to prevent or detect unauthorized access to the System, and/or any component part thereof;
- (c) System, and/or any component part thereof, installation, diagnostic, testing, stress testing, maintenance, performance and support tools and utilities;
- (d) all monitoring tools and utilities to support performance analysis;
- (e) System, and/or any component part thereof, and network management and troubleshooting, including how to install and use management and remote troubleshooting tools;
- (f) maximizing the use of the System, and/or any component part thereof, to perform key operational functions including, without limitation, data backups, program downloads and security checks and how to automate such functions to minimize manual intervention;
- (g) all Documentation and Specifications; and
- (h) any other aspects of the System, and/or any component part thereof, and/or their operation, as requested by the Tollway.

The transfer of Know-How is subject to Tollway project personnel having the skills and subject matter knowledge to receive and understand such Know-How. If Contractor determines that it is unable or delayed in transferring Know-How to any particular Tollway project personnel, it shall immediately notify Tollway in writing so that the matter can be addressed.

2.11 **REPRESENTATIONS, WARRANTIES AND COVENANTS:** Unless otherwise provided in this Section 2.11, the representations, warranties and covenants contained in this Section shall be effective on the Effective Date of this Contract, shall remain in effect for the term of this Contract and, unless otherwise provided for herein, those provisions which by their nature are intended to survive the expiration and/or termination of this Contract will survive the expiration and/or termination of this Contract. It is also expressly understood that Contractor's obligations, as set forth herein, apply whether hardware and/or software was purchased by Contractor or by Tollway.

2.11.1 **General.**

- (a) Unless otherwise provided below, during the period of time between installation and the commencement of the Maintenance Phase Contractor shall be responsible for maintenance of the System as well as any and all costs associated therewith.
- (b) Contractor warrants that the design and implementation of the System, including, but not limited to, labor furnished under this Contract and the applicable manufacturer's published specifications as to other hardware items provided by the Contractor or by any of its Subcontractors of any tier for the Project will continue for the term of the Contract provided that the Tollway is receiving Full Support and Maintenance Services from Contractor: (i) conform to the standards, specifications, drawing, samples or descriptions set forth in Exhibit "5"; (ii) be merchantable, of good quality and workmanship, and fit and sufficient for the intended use and that no other hardware or software, other than contemplated herein and in any all exhibits and/or attachments hereto and made a part hereof, is necessary to complete and operate the System as contemplated hereunder; (iii) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (iv) as further described in Section 2.11.4, be of good title and be free and clear of all liens and encumbrances and; (v) as further described in Section 2.11.2, not infringe any patent, copyright or other intellectual property rights of any third party. To the extent that Contractor is unable to repair or replace a warranted item in accordance with the final sentence of this paragraph, Contractor agrees to reimburse the Tollway for any losses, costs, damages or expenses, including without limitations,

reasonable attorney's fees and expenses, arising from failure of the System to meet such warranties. The Contractor further represents and warrants that its personnel have the necessary level of knowledge, experience, skill and expertise to successfully perform the Services contemplated herein and carry out and implement the System contemplated under the Contract and any and all exhibits and/or attachments hereto and made a part hereof. Contractor, at its option, shall, at no charge to the Tollway, either repair any warranted product not meeting these requirements with new parts or products or replace it with the same or an equivalent product, subject to the notice and approval requirements set forth herein. All removed parts which have been replaced shall become the property of the Contractor.

- (c) Contractor shall be responsible for all warranty covered repair work and for identification and correction of failures as set forth in Exhibit "5". Contractor shall provide comprehensive and continuing warranty repair and restoration services on all aspects of the delivered System including, but not limited to, hardware and Software products, but excluding third-party hardware and software and any associated services provided by the third-party manufacturer or vendor (collectively, "Procured Components"), during the warranty period. Any warranty from a Subcontractor or supplier to Contractor, which exceeds this time period, shall be extended to the Tollway for the same period as given to the Contractor.
- (d) If Tollway determines that it would be inefficient or impractical for the Contractor to perform the corrective work it is obligated to perform pursuant to this Contract, or that the Contractor is unwilling or unable, for whatever reason, to perform such corrective work in the manner or within the time required by the Contract, Tollway reserves the right to perform the corrective work itself or to select another firm or entity to perform the corrective work. If such corrective work by Tollway, or another firm or entity occurs because Contractor is unwilling or unable to perform the work in accordance with this Contract, such corrective work shall be at Contractor's expense, provided that Contractor is kept informed as to the details and costs of any such corrective work. All such resultant repair and/or replacement by the Tollway or other authorized representative shall be performed by qualified maintenance personnel in accordance with the Operation and Maintenance manuals furnished by the Contractor. The party performing such corrective work shall warrant the corrective work performed directly to the Tollway.
- (e) If Tollway or its designee performs repair work pursuant to subparagraph (d), Contractor shall be responsible for reimbursement or replacement of any parts or products required for the repair. This reimbursement will include labor costs and other direct costs. The labor costs shall be determined by multiplying the actual labor rates of the party performing the Work by the number of actual labor hours required to correct the defect. Labor rates are determined by adding the direct classification labor rates and indirect labor rates (overhead); the overhead used will be the Tollway's current overhead as applied to other Tollway Contracts.
- (f) Unless otherwise required or agreed to in writing by Tollway, the Contractor shall perform the corrective work required to satisfy its warranty obligations as rapidly as practicable, and in any event within sixty (60) days from the date such corrective work was begun, unless the extent of the corrective work reasonably requires a longer period of performance and a plan for such corrective work has been approved in writing by Tollway. The Contractor shall perform the corrective work and shall procure required materials using the fastest means available in order to minimize Tollway's loss of operating time or efficiency. Notwithstanding the foregoing, the Contract requirements, including those related to revenue loss and those for System performance, maintenance response and repair times and Liquidated Damages for non-performance pursuant to Exhibit "5", shall continue to apply during any correction period and Contractor shall not be relieved of any of its performance obligations during the correction period.
- (g) To prevent delays and disruption to Tollway's operations, Tollway shall have the right, when practical and feasible in Tollway's opinion, to the continued use of any such goods, equipment, systems, and Work deemed defective or unsatisfactory until they can be taken out of service and replaced pursuant to the corrective work hereby undertaken by Contractor. Such determination to continue to use such goods, equipment, System and Work shall not relieve the Contractor of any of its performance obligations during the correction period.
- (h) Contractor shall perform such tests that Tollway may require to verify that any redesign, repairs, and replacements comply with the requirements of the Contract and any and all exhibits and/or attachments hereto and made a part hereof. All costs associated with such redesign, repair (excluding Procured Components), replacement (excluding Procured Components in the event that said component is not performing pursuant to its applicable specifications), and testing, including removal, replacement, and reinstallation of equipment, software and materials necessary to gain access, shall be borne by Contractor. All transportation and shipping costs for defective and replacement parts under warranty shall be paid for by Contractor.
- (i) Once any single item provided by Contractor hereunder fails for a third time for the same fault at any point during the warranty period, the item shall be designated as "Faulty Three (3) Times." This item shall be replaced with a new unit by Contractor and the replaced item shall never be returned to service in this or any future Tollway project. Contractor shall warrant any such replacement item for the remainder of the original applicable warranty period or six (6) months from acceptance of the new item by Tollway, whichever occurs later.
- (j) The rights and remedies of Tollway under this section are not intended to be exclusive and shall not preclude the exercise of any other rights or remedies provided for in the Contract, or by law or otherwise.

- (k) Contractor shall supply only products and equipment (including hardware and Software) which are in current production by the manufacturer, and for which the manufacturer has not issued any notice of intent to cease such production within the next twelve (12) months. It is Contractor's responsibility to have the System, and/or any component part thereof, and devices remain functional for the duration of the warranty period and Contractor shall endeavor to use only those items of Software and equipment for which there is a long-term availability projected. In the event that any equipment or Software item is discontinued by its manufacturer, Contractor shall immediately develop and discuss with Tollway (consistent with the provisions set forth in Section 2.9.1) an alternative warranty service response plan. Regardless of these circumstances, Contractor shall continue to supply warranty service for all components' (with respect to this Subsection K, excluding Procured Components') applicable warranty period with no adjustment in compensation.
- (l) At no additional charge, Contractor shall provide Tollway copies of all applicable service, instructional, and manufacturer's warranty materials for all equipment, software, or other deliverable under this Contract.
- (m) Tollway, in its sole discretion, may purchase additional warranty time from Contractor. The Tollway must exercise this right no later than the termination date of this Contract. If Tollway exercises this right, Contractor may invoice Tollway in the amount negotiated based on the pricing and rates that are provided in Exhibit "1" hereto.
- (n) It is understood and agreed that that adhering to agreed-upon time frames with respect to all corrective work to be undertaken pursuant to the warranties herein contained is of high importance. The Parties' respective obligations as to notice and time to repair shall be fulfilled in accordance with Exhibit "5". Contractor's warranty responsibilities hereunder shall **not** be contingent upon Tollway providing such Notice within the warranty period; if such discrepancy or defect is one of which Contractor knew or should have known, as a result of its Maintenance responsibilities under the Contract, such Notice shall be deemed given.
- 2.11.1.1 **Transferability of Warranties.** Contractor shall ensure that all manufacturers' warranties are transferred to the Tollway and shall provide a copy of the warranty.
- 2.11.1.2 **Warranty of Service.** Contractor warrants that all services shall be performed to meet the requirements of the Contract in an efficient and effective manner by trained and competent personnel. Contractor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the Contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or Tollway policies.
- 2.11.1.3 **System Functionality.** Notwithstanding anything herein to the contrary, the Contractor represents and warrants to the Tollway that the System shall function without Material Defect in accordance with Exhibit "5". Without limiting the generality of the foregoing, the Contractor acknowledges that the term "Software", as that term may be referenced in relation to this sub-section, includes any Third Party Software supplied by the Contractor to the Tollway. This warranty shall continue so long as the Tollway is receiving Full Support and Maintenance Services; provided, however, that it is understood by the parties that with respect to Procured Components, this warranty is subject to the Procured Components performing in accordance with their applicable specifications. However, it is further understood by the parties that nothing in the preceding sentence shall be construed to eliminate or otherwise limit Contractor's obligations as set forth in Section 2.15.1 below.
- 2.11.1.4 **System Performance.** The Contractor represents and warrants to the Tollway, for the life of this Contract, that all phases and parts of the System shall operate in accordance with the Performance Criteria set forth herein and in Exhibit "5", as well as in any and all exhibits and/or attachments hereto and made a part hereof when operating within the operating environment described therein ("Operating Environment"), and in the event the System fails to operate in accordance with the Performance Criteria, the Tollway shall be entitled, in addition to the Tollway's other rights and remedies in this Contract, to any of the Performance Credits (e.g., liquidated damages) set forth in this Contract as well as in any and all exhibits and/or attachments hereto and made a part hereof, provided that in no event will the total Performance Credits payable in any calendar month exceed ten percent (10%) of the Service Rates paid by the Tollway for the Full Support and Maintenance Services during that month. However it is understood by the parties that with respect to Procured Components, if the Procured Components are not performing in accordance with their applicable specifications, Contractor shall be entitled, except with respect to Section 2.15.1, to raise such non-performance as an affirmative defense to the application of Performance Credits or any other rights or remedies of the Tollway. It is further understood by the parties that nothing in the preceding sentence shall be construed to eliminate or otherwise limit Contractor's obligations as set forth in Section 2.15.1 below.
- 2.11.2 **Intellectual Property Warranty.** Contractor represents and warrants that it will have at all times while performing the Work and Tollway will have, upon completion of the Work, all necessary patent, copyright, and any other necessary intellectual property rights to all the equipment, products, Software and other deliverables to be furnished by Contractor under the Contract and that all deliverables, the System, and each of the component parts thereto, shall not infringe any patent, copyright, trademark, trade secret or other intellectual property right of any Third Party. In case any deliverable or other element of the System, and/or any component part thereof, is held to constitute an infringement of the patent rights or copyrights or other intellectual property rights of a Third Party and its use is enjoined, the Contractor at the Contractor's sole cost and expense, shall promptly: (a) secure for the Tollway, its representatives, agents, and designees the right to continue using the infringing item by suspension of the injunction or by procuring a perpetual, paid-up royalty-free non-exclusive license(s) to reproduce, publish, or otherwise use for Tollway's direct purposes; or (b) replace the infringing item with a non-infringing substitute that meets the requirements of the Agreement; or (c) modify the infringing item so that it becomes non-infringing; or (d) if (a)

through (c) are not reasonably practicable, remove the infringing item and refund to the Tollway the sums paid therefore without prejudice to any other rights of the Tollway. If the amount of time necessary to proceed with one of these options is deemed excessive by the Tollway, the Tollway may direct the Contractor to select another option or risk default. Nothing in this section shall be deemed to limit or condition the Tollway's rights otherwise set forth in the Contract, including termination. Contractor further represents and warrants to the Tollway that, as of the Effective Date of the Contract there is no, and with respect to any valid Change Order to the Contract there shall be, no actual or threatened suit against the Contractor by any Third Party based upon an alleged violation of any right specified in this subsection 2.11.2. Contractor shall defend all suits or claims for infringement of any patent rights and shall save and hold the Tollway, its officers, director, employees, agents, and assigns harmless from loss on account thereof resulting from the use by Contractor or any of its employees or agents of equipment, Software or other deliverables supplied under this Contract. This patent infringement provision shall not apply to any infringement or alleged infringement which is the result of or arises out of the Tollway, its employees or agents modifying or altering any part or component, alone or in combination with any other part or component, except as consented to by the Contractor. This warranty shall survive the expiration or termination of this Contract, but only for so long as the Tollway is using the System and/or any component part thereof. Notwithstanding the foregoing, the Tollway's sole and exclusive remedy for any breach of this Section 2.11.2 shall be indemnification pursuant to Section 4.4.1. This Section 2.11.2 shall not apply to Procured Components.

- 2.11.3 **Warranty of Authority.** Each party represents and warrants to the other that it has the right to enter into this Contract and, in the case of Contractor, as of the Effective Date there is no, and, with respect to each subsequent validly executed Change Order, as of the effective date of such Change Order (except to the extent disclosed therein), there shall not be, any outstanding assignments, grants, licenses, encumbrances, obligations or agreements that relate to the System, and/or any component part thereof (whether written, oral or implied) that are inconsistent with this Contract and the rights granted or transferred herein. This warranty shall survive the expiration or termination of this Contract.
- 2.11.4 **Warranty of Title.** Contractor represents and warrants that it owns or will own, and has or will have, good and marketable title to all goods, materials, equipment, tools, supplies, systems or equipment furnished or to be furnished by it and its Subcontractors that become part of the System, and/or any component part thereof, or are purchased for the Tollway for the operation, maintenance or repair thereof, free and clear of any and all encumbrances. The Contractor represents and warrants that the title conveyed under the terms of this Contract shall be good and that all goods, materials, equipment, tools or supplies shall be delivered to the Tollway free from all security interests or other liens or encumbrances. Contractor also agrees to defend the title against all persons claiming the whole or part of any goods, materials, equipment, tools or supplies. This Section 2.11.4 shall not apply to Procured Components.
- 2.11.5 **Pending Litigation Warranty.** Contractor represents and warrants to Tollway that, as of the Effective Date there is no, and, with respect to each subsequent validly executed Change Order, as of the effective date of such Change Order (except to the extent disclosed therein), there shall be, no action, suit, claim, investigation or proceeding pending, or to the best of Contractor's knowledge, threatened against, by or affecting Contractor or the System, and/or any component part thereof, in any court, or by or before any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or before any arbitrator of any kind, nor does or, with respect to future Change Orders (except to the extent disclosed therein), will Contractor know of any basis for any such action, suit, claim, investigation or proceeding that, if adversely determined, might affect Contractor's ability to enter into this Contract and/or the applicable Change Order and consummate the transactions contemplated hereby.
- 2.11.6 **Compliance with Certain Federal and State Programs.** The terms and conditions set forth in this Section apply, as applicable, to Contractor, Contractor's contractors, subcontractors and suppliers, and any personnel that are directly involved in providing Services to the Tollway:
- (a) Contractor warrants that neither Contractor nor any of its employees is currently ineligible to participate in federal or state procurement or non-procurement programs because of being excluded, debarred, suspended, determined to be non-responsible or otherwise declared ineligible to participate.
 - (b) Contractor warrants that neither it nor any of its employees has been convicted of any felony conviction relating to controlled substances, but has not yet been excluded, debarred, suspended, determined to be non-responsible or otherwise declared ineligible to participate in federal or state procurement or non-procurement programs.
 - (c) If Contractor furnishes goods/services/products from other contractors/subcontractors/suppliers, Contractor further warrants that such contractors/subcontractors/suppliers and their employees are not at the present time ineligible to participate in federal or state procurement or non-procurement programs because of being excluded, debarred, suspended, determined to be non-responsible or otherwise declared ineligible to participate.
 - (d) If Contractor furnishes goods/services/products from other contractors/subcontractors/suppliers, Contractor warrants that neither the contractors/subcontractors/suppliers nor any of their employees have been convicted of any felony conviction relating to controlled substances, but have not yet been excluded, debarred, suspended, determined to be non-responsible or otherwise declared ineligible to participate in federal or state procurement or non-procurement programs.
 - (e) Contractor shall immediately disclose to the Tollway if it or any of its employees is debarred, suspended, determined to be non-responsible, excluded or otherwise declared ineligible to participate in federal or state procurement or non-procurement programs or if Contractor or any of its employees is convicted of any felony crime relating to controlled substances.
 - (f) Contractor shall immediately disclose to the Tollway, to the extent Contractor has knowledge, if any of the following events occurs: (i) Contractor or any of its employees is charged with a criminal offense related to any federal or state program; or (ii)

Contractor or any of its employees is proposed for exclusion, debarment, or suspension, determined to be non-responsible from participation in any federal or state procurement or non-procurement program.

- (g) In the event Contractor provides goods/services/products from other contractors/subcontractors/suppliers pursuant to this Contract, Contractor shall incorporate into the Contract with such contractors/subcontractors/suppliers, the requirements of disclosure set forth above.

In addition to its termination rights as set forth in Section 1.4 of this Contract, the Tollway shall have the right to immediately terminate this Contract for cause and without further liability to the Tollway if Contractor becomes ineligible to participate in federal or state procurement or non-procurement programs because of being excluded, debarred, suspended, determined to be non-responsible or otherwise declared ineligible to participate. Contractor shall immediately remove an individual (employee or Contractor) if any such individual becomes ineligible to participate in federal or state procurement or non-procurement programs because of being excluded, debarred, suspended, determined to be non-responsible or otherwise declared ineligible to participate. Contractor certifies, that in the event of any of the occurrences described above, it will provide written notice immediately to the Tollway in accordance with the notice requirement set forth in this Contract.

2.11.7 Software. The provision of warranty services under this Section 2.11.7 shall commence on Go-Live and run for the term of Software Maintenance and Warranty Services and System Maintenance Phases of this Contract. It is understood and agreed that adhering to agreed-upon time frames with respect to all corrective work to be undertaken pursuant to the warranty herein contained is of high importance, and Contractor shall promptly commence corrective work upon Contractor discovery of a discrepancy or defect or receipt of written Notice from the Tollway of a discrepancy or defect. Contractor shall diligently pursue such corrective work to completion. Tollway shall notify the Contractor in writing, including by email, or by telephone confirmed in writing or fax, after discovery of a discrepancy or defect covered by the warranties set forth herein. Contractor shall, without charge, revise or replace any such non-conforming Software, excluding Procured Components, provided:

- (a) Notice of the claimed defect is given Contractor within the applicable warranty period or such defect should have been known by Contractor, as a result of Contractor's Operation and Maintenance responsibilities under the Contract;
- (b) Software shall not be deemed to be defective if the Software or the medium is exposed to any previously unknown computer virus or to any condition in excess of those published in the applicable specification(s); notwithstanding the foregoing, during the warranty period Contractor shall provide as part of its Software suite all current and updated virus protection for all known viruses at no additional cost to the Tollway;
- (c) Contractor's obligations are conditioned upon proper installation and operation of the Software and the host medium in accordance with Contractor's written instructions; however, Contractor shall not condition such warranty obligation if Contractor or its Subcontractor or designee installed and/or operated such Software, in which case Contractor shall not be relieved of its warranty obligations if Software is not properly installed or operated;
- (d) The warranty stated herein shall be void as to the Software affected if such Software (or its host medium) is altered (or alterations are attempted) by other than the Contractor or its Subcontractors or designee;
- (e) Any commercial off-the-shelf Software shall be new and the latest appropriate release versions and shall have been obtained specifically for this Contract;
- (f) Tollway shall be placed on Contractor's regular mailing list to receive all announcements, including updates and upgrades to the Software furnished for this Project. This includes both application Software and System Software, and Software which the Contractor develops for this Project. During the warranty period, any Software updates or upgrades which become available and are applicable to the functionality of the supplied Software on this Project shall be offered to the Tollway and if directed by the Tollway installed within a mutually agreed upon timeframe thereafter in the Tollway's System in accordance with the terms of this Contract and any and all exhibits and/or attachments hereto and made a part hereof; and
- (g) During the warranty period, solutions to problems with Contractor supplied Software hereunder, whether discovered and corrected on this Project or elsewhere, shall be documented and supplied to the Tollway without additional charge. Contractor shall also provide announcements pertaining to Contractor produced Software for five (5) years after the Software warranty period concludes and shall include announcements pertaining to Software produced by Third Party suppliers during the warranty period.

2.11.8 Equipment. It is understood by the parties that Contractor is not intending to supply its own equipment (as opposed to Procured Components) pursuant to this Contract. However, in the event that Contractor were to supply its own equipment pursuant to this Contract, Contractor's Equipment warranties under this Section 2.11.8 shall be in effect for one (1) year from the date of Go-Live, or for one (1) year from date of installation if installation of the Equipment in question occurred after the date of Go-Live (unless a longer standard warranty is provided by the equipment manufacturer or a longer warranty period is requested by the Tollway in which event the Tollway shall be entitled to the longer warranty). Contractor shall also provide labor as part of any such one (1) year warranty (unless a longer standard warranty is provided by the equipment manufacturer or a longer warranty period is requested by the Tollway in which event the Contractor shall also provide labor as part of that longer warranty period) at no additional cost to the Tollway as set forth in this Contract and any and all exhibits and/or attachment hereto and made a part hereof.

These warranty terms shall be extended for any period that work done or equipment installed cannot be used for the purpose intended as a result of the discrepancy or defect, including any extensions of warranty provided as a result of the failure of the Equipment to perform at the required standards, in accordance with the requirements in this Contract and any and all exhibits and/or attachments hereto and made a part hereof. Contractor hereby warrants that Equipment furnished shall be merchantable, fit for use for its intended purposes, free from all defects, does not and shall not infringe any Third Party rights and shall meet or exceed all performance requirements.

Replacement Parts and repairs provided pursuant to corrective work hereunder shall be subject to the prior approval by the Tollway and shall be tendered and performed in the same manner and extent as items originally delivered. Contractor warrants such re-designed, repaired or replaced work against defective design, materials and workmanship for the remainder of the warranty period of the replaced part, or a period of six (6) months from the date of acceptance of the new (or repaired) part by the Tollway, whichever occurs later.

2.11.9 System Service Life. Contractor's performance under this Contract is based on utilization of equipment, materials, and software available at the time this Contract is executed. As reflected in Exhibit "5", the Contractor certifies that, as of the time this Contract is executed, the manufacturers or other vendors for all hardware and equipment supplied under this Contract, excluding consumable materials, offer maintenance for such hardware and equipment (i.e., repair or replacement with same or similar equipment with same or similar functionality) for a minimum of ten (10) years, and the price for such maintenance is included in Exhibit "1".

2.11.10 Disclaimer of Warranties. THE WARRANTIES SET FORTH IN THIS CONTRACT AND IN ANY SCHEDULE, EXHIBIT, ADDENDUM OR ATTACHMENT CONSTITUTE THE ONLY WARRANTIES OF THE PARTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

2.12 Cooperation

2.12.1 Cooperation between Contractors

2.12.1.1 General Cooperation Requirements. During the course of this Contract, the Tollway may undertake or award other Contracts for additional work or professional services, including but not limited to separate Contracts with different Contractors for other aspects of the Tollway's electronic toll collection or toll operations as applicable. It is critical that close coordination with interfacing Contractors occurs throughout the term of this Contract. Contractor shall fully cooperate with Tollway and the parties to all other Contracts and carefully integrate and schedule its own work with said parties.

2.12.2 Interfaces.

2.12.2.1 Cooperation. Without limiting the generality of the foregoing, Contractor acknowledges that the Tollway is working with a number of third parties to develop, maintain, support and provide services to the Tollway's various systems and departments and that it may be necessary to implement multiple interfaces between such systems and departments and each System or component thereof in accordance with Exhibit "5". Contractor shall attend (in-person or via telephone, as requested by the Tollway) any meetings with applicable third party contractor upon notice by the Tollway. Unless otherwise agreed to in writing by the Tollway in its sole discretion, the performance of Contractor's obligations under this subsection 2.10.3.1 shall be at no additional cost to the Tollway beyond that set forth in this Contract and any and all exhibits and/or attachments hereto and made a part hereof.

2.12.2.2 Development of Interfaces / Interface Documentation and Specifications. In accordance with the terms set forth in this Contract and Exhibit "5", Project Requirements, Contractor shall deliver and install the interfaces. Prior to completion of any installation, acceptance and/or other similar test sign-off for the System or applicable component part thereof, Contractor shall provide to the Tollway the Documentation and Specifications for all specified Interfaces including, without limitation, record layout for each and every interface (both standard Interfaces and custom development interfaces). The Tollway's receipt of such Documentation and Specifications shall in all instances be a condition of Phase Certification and/or System Acceptance, as applicable, for the System or applicable component part thereof, and the Tollway shall not be obligated to make and/or shall be excused from making any payment due to Contractor at Phase Certification or System Acceptance, as applicable, until all such Documentation and Specifications are received and accepted by the Tollway. Prior to Phase Certification and/or System Acceptance, Contractor shall provide to the Tollway Documentation and Specifications for all Enhancements to the applicable interfaces at no additional charge to the Tollway as part of the final updated or as-built Design documentation as applicable, as further set forth in Exhibit "5". After Phase Certification and/or System Acceptance, Contractor shall provide to the Tollway Documentation and Specifications for any changes to the System as part of and pursuant to Contractor's Support and Maintenance obligations and shall not be entitled to any additional stand-alone fee. Contractor shall provide such additional documentation no less than quarterly.

2.12.2.3 Support and Maintenance Services. Maintenance and Support of all interfaces supplied by Contractor to the Tollway shall be included in Contractor's Support and Maintenance obligations under this Contract and Contractor shall not be entitled to any additional stand-alone fee.

2.12.2.4 Additional Coordination and Cooperation Requirements

- 2.12.2.4.1 It is anticipated that work by one or more contractors of the Tollway may be in progress adjacent to or within the limits of this project during progress of the Work on this Contract. The Contractor shall work closely with the Tollway and any other contractors who will be working for the Tollway for the purpose of coordinating any activity which may affect both contractors. Examples of this work include but are not limited to installation of toll equipment, equipment testing and power and conduit installation.
- 2.12.2.4.2 Should problems in coordination with other contractors occur the Contractor shall make the Tollway aware of these problems immediately and shall take steps to address the problems and mitigate any delays or additional costs. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by the Tollway.
- 2.12.2.4.3 Contractor shall cooperate with all other contractors or forces performing construction or work of any other nature within or adjacent to the limits of the Work specified in order to avoid any delay or hindrance to the other contractors or forces. Tollway reserves the right to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.
- 2.12.2.4.4 When two or more contractors of the Tollway are employed on related or adjacent work, each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other.
- 2.12.2.4.5 Each contractor shall be responsible to the other for all tortious acts, damage to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

2.13 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

- 2.13.1 Contractor shall immediately notify the Tollway of any event that may have a material adverse impact on Contractor's ability to perform the Contract or on the revenue collection or violation enforcement operations of the Tollway (i.e., revenue loss, mis-allocation of funds, data loss), including, without limitation, Contractor's breach of any significant contract, default of any credit agreement, denial of significant funding requests and/or filing of a significant lawsuit against Contractor, and promptly (but in no event longer than ten (10) business days) thereafter shall meet with the Tollway to discuss Contractor's ability to continue to perform its obligations under this Contract in light of such event.
- 2.13.2 By August 31 of each year, Contractor shall, as applicable, report the number of qualified veterans and certain ex-offenders hired during Contractor's last completed fiscal year. Contractor may be entitled to employment tax credit for hiring individuals in those groups (35 ILCS 5/216, 5/217).
- 2.13.3 Contractor is obligated to comply with all other reporting requirements and system monitoring obligations set forth in Exhibit "5".

2.14 PROJECT SCHEDULE:

- 2.14.1 **Generally.** The Approved Project Schedule at the execution of the Contract is included as Exhibit "7" (Project Schedule). Within ten (10) days of the Notice to Proceed that is issued for any Project Task Authorization, Contractor shall submit a baseline Project Schedule in a format acceptable to the Tollway, for Tollway review and approval. The Approved Project Schedule shall be updated and submitted to the Tollway monthly thereafter until Project Completion has been achieved. Sufficient information shall be shown on the Project Schedule to enable proper control and monitoring of the tasks and subtasks in Exhibit "5". The Tollway will review the proposed Project Schedule, and once approved, the Approved Project Schedule shall become part of the Contract and the basis for Contractor's scheduling of its work under the Contract. Contractor shall clearly label each revision to the Approved Project Schedule (e.g., Exhibit ____, Revision 1, Exhibit ____, Revision 2) pursuant to the requirements of the Approved Project Management Plan. Submission of the monthly revisions to the Project Schedule shall not release or relieve the Contractor from full responsibility for completing the Work within the time set forth in the previous Approved Project Schedule. No change to the baseline Approved Project Schedule shall be permitted unless agreed to in writing by the Tollway.
- 2.14.2 **Schedule Slippage.** In the event there are delays or projected delays due to the Tollway regarding the Approval of any of the materials submitted by the Contractor, or if there are delays or projected delays occasioned by circumstances beyond control of the Contractor pursuant to the Force Majeure provisions of this Contract, which delay is anticipated to delay the completion date, as set forth in the Approved Project Schedule ("Completion Date"), the Tollway may grant to the Contractor, by "Letter of Time Extension", an extension of time for performance equal to the aforementioned delays or projected delays, provided there are no changes in compensation or Scope of Work. It shall be the responsibility to the Contractor to monitor and ensure that sufficient time remains in which to complete the requested Work. In the event any delays occur that would affect the Completion Date, as defined by the Contract Documents, the Contractor shall submit a written request to the Tollway which identifies the reason(s) for the delays and the amount of time related to each reason. The Tollway shall review the request and make a determination as to granting all or part of the requested extension. Unless otherwise agreed to by the Tollway in its sole discretion, the Contractor's sole remedy for delays caused by the Tollway shall be an extension of time for performance and compensation for reasonable incremental costs incurred subject to the Tollway's approval. For delays caused by the Contractor, in addition to and distinct from any other remedies that may be available pursuant to the terms of this Contract, the Tollway shall be entitled to \$500 per day for not achieving approval of Formal On-Site Full Integration testing within 690 days of Notice to Proceed

(subject to a maximum cap of \$50,000.00). In addition to and distinct from the remedy identified in the preceding sentence or any other remedies that may be available pursuant to this Contract, the Tollway shall also be entitled to \$500 per day for delays caused by Contractor in not achieving Formal Operational and System Acceptance Testing within 270 days of Go-Live (subject to a maximum cap of \$100,000.00).

2.15 RISK OF DAMAGE AND LOSS:

- 2.15.1 Toll Collection Revenue.** At all times during the term of this Contract, Contractor shall bear all risk of loss to the tolls collected, to the extent directly resulting from (a) Contractor's failure to perform its obligations under this Contract, or (b) a failure of the System or a component part thereof, except to the extent said failure was a result of the negligence or wrong-doing of the Tollway, its agents or other contractors or, a Force Majeure Event. For the avoidance of doubt, this obligation is subject to the limitations of Section 4.6 (Limitation of Liability).
- 2.15.2 Risk of Damage and Loss to System.** Unless and except to the extent otherwise provided in this Contract, and except for circumstances outside of the control of Contractor (e.g., intentional acts of the Tollway, its employees or other contractors; damage to Tollway facilities not caused by the Contractor, its employees, agents or subcontractors), Contractor shall bear all risk of damage or loss to the System, including all materials, equipment and property required for the implementation of the Project, including any System equipment located off-site for repair or any other reason; provided, however, that it is understood that Contractor's obligation in this regard does not extend to that part of the System that may have been returned to a third party provider for repair and/or maintenance once custody and control has transferred from the Contractor to said third party provider.
- 2.15.3 Unforeseen Circumstances.** Except as otherwise provided in this Contract, all loss or damage arising from any unforeseen obstruction or difficulties, which may be encountered in the prosecution of the Work, or the furnishing of supplies, materials or equipment, or from any action of the elements prior to termination of the Contract or furnishing of the supplies, materials or equipment, or from any act or omission not authorized by the this Contract on the part of the Contractor or any agent or person employed by it, and which does not constitute a Force Majeure event shall be the responsibility of and be borne solely by Contractor.
- 2.15.4 Mitigation of Damages and Delays.** Each party agrees to take all reasonable and appropriate actions to mitigate the impact of damages and delays in all circumstances, including, but not limited to, such actions of the Contractor as re-sequencing, reallocating or redeploying resources.
- 2.16 Continued Performance.** Contractor shall continue to perform its obligations while any good faith dispute concerning the Contract is being resolved unless otherwise directed by the Tollway.
- 2.17 Agents and Employees.** Contractor shall be responsible for the negligent acts and omissions of its agents, employees and Subcontractors in their performance of Contractor's duties under this Contract. Contractor represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services or supplying goods hereunder. In the event that the Tollway determines that any individual performing services or supplying goods for Contractor hereunder is not providing such skilled services or delivery of goods, it shall promptly notify the Contractor and the Contractor shall replace that individual.
- 2.18 Supplemental Agreements and Claims for Out of Scope Work.** Subject to the terms and conditions of this Contract and the applicable terms and conditions of the Illinois Procurement Code and the rules and regulations promulgated thereunder, the Tollway reserves the right to authorize supplemental agreements and administer claims for out of scope work as follows:
- 2.18.1 General.** The Tollway reserves the right to make alterations to and permit deviations from this Contract and to require such changes in the extent and manner of performance of the Work as are determined by the Tollway to be reasonably necessary and in the best interest of the Tollway. All changes to this Contract shall be implemented by means of a Supplemental Agreement signed by both parties except as otherwise specifically provided herein. Reference to this Contract shall be deemed to include any supplement hereto. Unless otherwise agreed to by the Tollway in writing, the pricing set forth in Exhibit "1", shall apply to any Supplemental Agreement. If said pricing is not applicable to a Supplemental Agreement, the cost(s) proposed in the Supplemental Agreement shall be reasonable as further set out herein. If cost reasonableness for a Supplemental Agreement cannot be established on the basis of said pricing, a catalog or market price of a commercial product sold in substantial quantities, or on the basis of prices set by law or regulation, Contractor is required to submit to the Tollway detailed cost breakdowns, including information on labor and materials costs, overhead and other indirect costs.
- A Supplemental Agreement shall be executed by the Tollway and the Contractor for any additional Work not contained in this Contract or the Contract Documents. Contractor shall not commence such additional Work prior to the issuance of a Notice to Proceed for such additional Work.
- 2.18.2 Contractor Proposed Supplemental Agreement.** In any case where the Contractor deems that extra compensation is due it for Work not covered in this Contract, the Contractor shall give notice to the Tollway within twenty (20) calendar days of its intention to make a claim for extra compensation prior to providing such Work on which the claim is based. If such notification is not given in writing within twenty (20) calendar days, then the Contractor hereby agrees to waive the claims for such extra compensation. Such notice by the Contractor shall in no way be construed as proving the validity of the claim. Should Circumstances arise which, in the opinion of the Contractor, justify additional compensation or time or require changes in the Work specified in this Contract, Contractor may propose a Supplemental Agreement by written request, including sufficient information regarding cost, schedule, scope and performance to provide a basis for negotiation with the Tollway, as provided in this section, including references to applicable provisions of this Contract; the factual reasons for which the Contractor believes a revision to the Work, additional compensation, or a schedule extension is called for; and an estimate of

any cost increase or schedule extension. Where applicable, Contractor shall also include a line by line cost estimate with detail provided on all labor and materials, including rates as provided in Exhibit "1".

If requested by the Tollway, Contractor shall promptly meet with the Tollway or any other designated representative of the Tollway involved in evaluating the Contractor's proposed Supplemental Agreement. Following such discussion(s), and not later than thirty (30) calendar days after submission of the proposed Supplemental Agreement, the Tollway will either: (i) initiate a Supplemental Agreement for Contractor's signature; (ii) issue a written denial of Contractor's proposed Supplemental Agreement; or (iii) accept the proposal in part and deny it in part, initiating a Supplemental Agreement for those portions accepted. If Contractor agrees with the terms and conditions of any such Supplemental Agreement, Contractor shall sign a copy of the Supplemental Agreement and return it to the Tollway, and Contractor shall promptly proceed with the Work as indicated therein. If Contractor disagrees with the Tollway's action, it may file a protest under the applicable provisions of this Contract. If the Contractor fails to protest in accordance with applicable procedures, Contractor shall not be entitled to file a claim for additional compensation or schedule extension or other remedy under this Contract. Notwithstanding any request for a Supplemental Agreement, Contractor's duty to complete the Work in accordance with the provisions of this Contract shall not be postponed or abated, provided that the value of such Work will be counted against the Unilateral Agreement Cap in Section 2.18.4, provided that Contractor has filed a protest as set forth above.

- 2.18.3 **Tollway-Initiated Supplemental Agreement.** Each proposed change to the Contract initiated by the Tollway pursuant to this section will be initiated by means of a written Supplemental Agreement Request issued by the Tollway. The Supplemental Agreement Request will include a description of the scope of the proposed change and a request for Contractor to submit a proposal for performance of the changed work, including all compensation and/or schedule impacts as described in applicable provisions of this Contract.
- 2.18.4 **Contractor's Supplemental Agreement.** In response to a Tollway-initiated Supplemental Agreement Request, Contractor shall have twenty (20) days to review and respond to the Supplemental Agreement Request, unless the Tollway has specified a longer period, based upon the needs of the Project. Contractor's response shall be in the form of a Supplemental Agreement Proposal. Contractor's proposal shall contain cost or price information sufficient to allow the Tollway to make a determination that any increase in compensation to Contractor is fair and reasonable. Contractor shall use the costs and rates stated in Exhibit "1" in preparing its Supplemental Agreement Proposal. If cost reasonableness cannot be established on the basis of those costs, a catalog or market price of a commercial product sold in substantial quantities, or on the basis of prices set by law or regulation, Contractor is required to submit detailed cost breakdowns, including information on labor and materials costs, overhead and other indirect costs.

If Contractor believes the changed work will have a schedule impact, the proposal must include proposed changes to the Approved Project Schedule. The proposal must also identify any impacts to the Scope of Work, including performance requirements.

The Tollway will review Contractor's proposal, and the parties shall negotiate in good faith to determine the final terms and conditions of the Supplemental Agreement. If the parties cannot agree on terms, or if Contractor fails to respond to the Supplemental Agreement Request within the specified period, the Tollway may issue a Unilateral Agreement, subject to Contractor's right to protest under this Contract.

In the event that the Contractor and the Tollway are not able to reach an agreement as to the amount of compensation to be paid to the Contractor for supplemental Work desired by the Tollway the Contractor will be obligated to proceed with the supplemental Work in a timely manner for the amount determined by the Tollway to be reasonable. In such event, the Contractor will have the right to file a claim with the Tollway for such additional amounts as the Contractor deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through the courts relieve the Contractor from the obligation to timely perform the supplemental Work, provided that the total value of such supplemental Work as reasonably valued by the Contractor shall not exceed an aggregate amount of \$1,000,000.00 (the "Unilateral Agreement Cap") at any time. Upon the parties' mutual agreement on the value of such supplemental Work in a Supplemental Agreement, the value of such supplemental Work will cease to be counted in the Unilateral Agreement Cap.

- 2.18.5 **Extensions for Certain Delays.** Contractor may propose a Supplemental to the extent that Contractor has been delayed by a Force Majeure event under the applicable provisions of this Contract. In such event, in any resultant Supplemental Agreement an extension of the appropriate milestones commensurate with the delay thus caused will be granted, provided that Contractor has complied with the Notice and other procedures set forth herein for Contractor proposed supplemental agreements.
- 2.18.6 **Supplemental Agreements.** Supplemental Agreements shall be issued by the Tollway, if at all, as soon as practicable after their initiation by either party, subject to the requirements of this Contract and applicable provisions of the Illinois Procurement Code together with any rules or regulations promulgated thereunder. The Tollway may issue a Unilateral Agreement if it does not receive a Contractor response to a Supplemental Agreement Request or if it agrees in part and disagrees in part to a Contractor-proposed Supplemental Agreement. If Contractor disagrees with the terms and/or conditions of a Unilateral Agreement, Contractor shall sign the Unilateral Agreement and proceed with the Work without waiving the right to file a protest under this Contract.

The Tollway shall issue a Supplemental Agreement if the terms of the Supplemental Agreement have been agreed to by Contractor or if Contractor's protest of a Unilateral Agreement has been denied. If Contractor agrees with the terms and conditions of such Supplemental Agreement, Contractor shall sign it and return it to the Tollway.

If Contractor fails to protest a Unilateral Agreement, in accordance with the procedures in this Contract, Contractor shall not be entitled to any claim for additional compensation or schedule extension arising out of or relating to any change in the Work other than that specified in the Unilateral Agreement, and payment will be made as set forth in the Unilateral Agreement. Such payment shall constitute full compensation and schedule adjustment for any Work required therein, or all events giving rise to a Contractor requested Supplemental

Agreement. Contractor will be deemed to have consented to the terms and conditions set forth in any Unilateral Agreement that Contractor does not dispute within the time period stated.

The following constitute amendments of the Contract: (a) a Supplemental Agreement signed by both parties; (b) a Unilateral Agreement issued by the Tollway based on a Proposed Supplemental Agreement that was not protested by Contractor in accordance with this Contract or, if protested, was decided against Contractor (subject to the Unilateral Agreement Cap); (c) a change to the System authorized by the Tollway that was budgeted for, but not included within the original Project Requirements. When the Supplemental Agreement becomes effective for any of these reasons, Contractor shall promptly proceed with the Work as indicated in the Supplemental Agreement.

2.18.7 Protest of Supplemental Agreement. The Tollway and Contractor agree to negotiate in good faith to resolve disputes. In addition to the specific protest circumstances set forth below, this protest procedure shall apply to other disputes by Contractor of discretionary decisions made by the Tollway under this Contract unless other dispute resolution procedures are mandated.

Contractor shall have ten (10) days from receipt from the Tollway of a Unilateral Agreement or a denial, in whole or in part of a Contractor-proposed Supplemental Agreement to submit a written protest to the Tollway. For any other basis of protest the written protest must be delivered to the Project Manager prior to the time Contractor shall have performed any portion of the Work, if based on an act or failure to act by the Tollway, or in all other cases within ten (10) days after the happening of the event, thing, occurrence, or other cause, giving rise to the protest.

The written protest shall set forth the reasons why the Contractor believes additional compensation will or may be due, the nature of any out-of-scope or delayed Work involved, the amount of any additional compensation requested, and the details of any requested schedule adjustment and/or other remedial action sought. The protest shall contain as much information regarding the event on which the protest is based and its impact on cost or schedule as is reasonably available to Contractor within such time period, including, at a minimum, applicable Contract references, the reasons for which Contractor believes additional compensation or a schedule extension will or may be due, the nature of the costs or schedule extension involved, and the efforts taken and to be taken to prevent or minimize the costs or extension.

If the protest involves a disagreement with any terms or conditions of a Unilateral Agreement, Contractor shall make claim by writing "disputed" on a copy of the fully executed Unilateral Agreement and submitting it to the Tollway along with the documentation referenced above. Any such protest shall state the items of disagreement with the Unilateral Agreement, including any Contract references in support of Contractor's position, and propose a modification of the protested items. When the protest of a Unilateral Agreement relates to compensation, Contractor shall submit sufficient detail regarding the cost or price of such work as to enable the Tollway to determine the appropriate compensation.

All protest materials shall be delivered to the Tollway by the specified deadline and shall be clearly identified as a protest to the Project. The Tollway shall review the protest and any supporting materials, and shall respond to Contractor in writing within ten (10) days of either the submission of any supplemental materials, or the deadline to submit such materials if none are submitted. If the Tollway fails or refuses to act on a protest within such time, the protest shall be deemed to have been denied in whole by the Tollway on the last day of the period within which the Tollway was required to act.

Notwithstanding the formal requirements set forth above, the Tollway and Contractor shall cooperate to attempt to resolve the protest at the earliest practical time. Contractor shall, as required by the Tollway, meet and confer with the Tollway or any other representative of the Tollway involved in evaluating Contractor's protest to discuss the protest.

An undisputed Unilateral Agreement or a disputed Unilateral Agreement for which Contractor's protest is denied shall be considered as part of this Contract as provided for herein, provided that the value of such Unilateral Agreement, for which Contractor filed a protest, will be counted against the Unilateral Agreement Cap in Section 2.18.4.

2.18.8 Supplemental Agreement Records. For cost data submitted in connection with Supplemental Agreement, unless such data is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, the Tollway and its representatives have the right to examine all books, records, documents including escrow documents, and other data of Contractor related to the negotiation of or performance of Work under such Supplemental Agreements, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted. The right of examination shall extend to all documents deemed necessary by such Persons to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein. Contractor shall make all such records available for inspection and copying immediately upon request.

3. PRICING AND PAYMENT

3.1 **General.** The upper limit of compensation for this Contract is \$ 44,000,000; provided, however, that this amount does not represent a set amount of money that the Tollway shall be obligated to pay Contractor, but rather an amount approved by the Tollway's Board of Directors against which the Tollway may pay for Equipment, Software and Services (such Services also known as the "Work") to be provided pursuant to this Contract. Prices and payment terms for Equipment, Software and Services to be provided and/or performed pursuant to this Contract are set forth in Exhibit "1", attached hereto and made a part hereof. Said prices shall not be subject to any escalation except as may be set forth in this Contract and any and all exhibits and/or attachments hereto and made a part hereof. Unless otherwise agreed to in writing by the Tollway, Contractor shall be required to complete all Work to be performed pursuant to this Contract for no more than the amount set forth in Contractor's price proposal. Furthermore, unless otherwise agreed to in writing by the Tollway, if this Contract is renewed, the price shall be at the same rate(s) as provided for in this Contract, including any and all exhibits and/or attachments hereto and made a part hereof.

All Work performed by the Contractor in meeting the requirements of this Contract shall be paid in the amounts and/or upon the Approval of milestones as set forth in Exhibit "1", which shall constitute full compensation for the Work, including but not limited to: (a) the cost of all insurance and bond premiums, home office, job site and other overhead, and profit relating to Contractor's performance of its obligations under this Contract; (b) the cost of performance of each and every portion of the Work (including all costs of all Work provided by Subcontractors); (c) the cost of obtaining all governmental approvals and all costs of compliance with and maintenance of such governmental approvals; (d) all risk of inflation, unless otherwise noted, currency risk, interest and other costs of funds associated with the progress payment schedule for the Work as provided herein; (e) travel, lodging and out-of-pocket expenses; and (f) payment of any taxes, duties, permits and other fees and/or royalties imposed with respect to the Work and any equipment, materials, labor or services included therein.

3.2 **Payment.** Unless otherwise agreed to in writing by the Tollway, invoicing and payments shall be carried out as set forth in this Section.

All equipment and materials purchased on behalf of Tollway by the Contractor for performance of this Contract shall be invoiced to Tollway per the terms set forth in Exhibit "1".

Payment or use of any Deliverables or portions thereof by Tollway shall not constitute an Acceptance of any Work not in accordance with the terms and conditions of this Contract and any and all exhibits and/or attachments hereto and made a part hereof.

The Tollway may refuse to make the whole or part of any payment due or previously paid because of subsequently discovered evidence or the result of subsequent inspections or tests relating to previously performed or paid-for Work that is subsequently rejected, or to the extent that is reasonably necessary to protect the Tollway because:

- (a) Any Deliverables of the Work is defective or deficient, or completed Work has been damaged or deemed unsatisfactory requiring correction or replacement; or
- (b) The Work does not comply with Tollway procedural requirements; or
- (c) The amount of payment due to the Contractor has been reduced by a validly executed Supplemental Agreement; or
- (d) Tollway has corrected defective work or completed work in accordance with the terms of this Contract setting forth the Tollway's right to correct defective Work; or
- (e) Tollway has actual knowledge of the occurrence of any of the events that constitute cause for termination pursuant to the terms of this Contract; or
- (f) Claims have been made against Tollway on account of Contractor's performance, non-performance or furnishing of the Work; or
- (g) There are other bases entitling Tollway to set-off against the amount for which application is made.

3.3 **Discount.** If the Tollway elects to pay Support and Maintenance Service fees annually in advance, the Tollway shall receive a five percent (5%) discount with respect to such fees.

3.4 **Right to Purchase Additional Equipment and Licenses.** Orders for additional equipment or licenses may be executed at any time prior to the termination of this Contract. If the Tollway desires to procure additional equipment or licenses, the price for such orders shall be based upon per unit pricing for the specified item(s); as agreed by the parties, including any allowable markups as set forth in the Pricing Sheets.

3.5 Payment of Invoices; Disputed Invoices.

3.5.1 **Timeliness and Accuracy of Invoices.** Contractor shall invoice Tollway each month for Services performed and Equipment and Software delivered (and maintenance ordered from third-party vendors) as of the last day of the preceding month or as otherwise set forth in this Contract and any and all exhibits and/or attachments hereto and made a part hereof. If payment is tied to the completion of a Deliverable or the achievement of a particular milestone (or portion thereof) Contractor shall not issue an invoice for said payment, and Tollway shall not be obligated to process or make said payment, until the applicable acceptance criteria specified in this Contract have been satisfied. It is understood by the Parties that Contractor shall not issue an invoice for the payment for services rendered until such time as Contractor delivers to the Tollway a reasonably acceptable version of the Project Schedule that includes monthly milestones and/or Deliverables. All invoices shall be directed to the Tollway Project Manager, or such other Tollway representative as the Tollway Project Manager may designate in writing, for payment. The form of the invoice to be used by Contractor is as set forth herein and as subsequently approved by the Tollway. All such invoices shall reference a Tollway Contract number and include Equipment manufacturer or Software developer, part number, model number, product description, product quantity, unit price, extended price and invoice total and shall be at prices set forth in Exhibit "1", Approved Bill of Materials or other Approved documents. All invoices that bill for Services shall include a reasonably detailed description of the Services performed, including, as applicable, the date, hours worked, the rates charged per Exhibit "1" and related expenses incurred to which the invoice relates. Contractor shall provide any additional documentation relating to Contractor's invoice, if requested by the Tollway, within fourteen (14) calendar days of receipt of the Tollway's written request for such additional information. Notwithstanding anything herein to the contrary, the Tollway may delay payment for any invoiced item until such requested information is provided or if the Tollway, in its reasonable discretion, believes the information to be incomplete or inaccurate. Invoices shall not contain any references to taxes, levies or similar charges, except as permitted in Section 3.8. The Tollway shall not be obligated to pay the fees, charges and expenses included in any Contractor invoice that is received by the Tollway more than one hundred twenty (120) calendar days after the date that Contractor was authorized to invoice the Tollway for such fees, charges and expenses. By submitting an invoice, Contractor certifies that the amount billed is accurate with respect to the fees, charges and expenses set forth therein and are allowed pursuant to this Contract. If any Contractor invoice in the amount of Fifty Thousand Dollars (\$50,000) or more contains an overbilling error that requires financial adjustment of an amount equal to or greater than five percent (5%) of the total amount invoiced, in addition to crediting the overbilled amount, Contractor shall credit to the Tollway on the next invoice an amount equal to Two Thousand Five Hundred Dollars (\$2,500) to cover the Tollway's expenses in reconciling such invoices.

3.5.2 **Payment and Disputes.** Within thirty (30) calendar days following the Tollway's receipt and approval of the applicable invoice, the Tollway shall use its best reasonable efforts to pay the invoice provided that it was accurately and timely issued as provided in Section 3.5.1, and provided further that such invoice is not disputed by the Tollway in accordance with this Section 3.5.2. In any event, the Tollway shall, within sixty (60) calendar days following the Tollway's receipt and approval of the applicable invoice, pay said invoice, subject to the proviso in the preceding sentence. The Tollway shall have the right to immediately set-off such discount against the total amount due to the Contractor under the applicable invoice. If an invoiced amount is disputed in good faith by the Tollway, then the Tollway shall promptly notify the Contractor of the dispute and, until resolution of the dispute occurs pursuant to the Dispute Resolution provisions of this Contract, the Tollway shall have the right to withhold and suspend disputed payments without the risk of incurring any additional costs to Contractor regardless of the outcome of the dispute. All of the parties' obligations under this Contract shall continue unabated during the duration of the dispute resolution and Contractor shall not cease or slow down performance under the Contract on account of the withholding of any disputed amount. If the Tollway claims that it has been inappropriately billed, but it has already paid the disputed amount, the parties shall work to resolve the matter within ninety (90) calendar days from the date of the Tollway's written notice of such overpayment, and each party shall provide the other with all relevant documentation in an effort to resolve the matter as quickly as possible. If Contractor determines that the Tollway was billed improperly, it shall promptly refund any over-billed amount to the Tollway. If the matter cannot be resolved within the ninety (90) calendar day period, the Tollway shall have the right to set off and deduct the disputed amount from any unpaid Contractor invoices while the parties engage in continued efforts to resolve the dispute pursuant to the Dispute Resolution provisions of this Contract.

3.6 **Additional Set-Off Rights.** The Tollway shall have the right to set-off against any undisputed amounts owed to Contractor any applicable amount as provided for in this Contract including any and all exhibits and/or attachments hereto and made a part hereof relating to Contractor's failure to meet certain performance criteria. Additionally, the Tollway shall have the right to set-off against any undisputed amounts owed to Contractor in relation to the assessment of liquidated damages as set forth in this Contract and any and all exhibits and/or attachments hereto and made a part hereof. If the Tollway cannot effectuate a complete set-off due to insufficient amounts owed by the Tollway to Contractor, Contractor shall promptly refund unrealized set-off amounts to the Tollway no later than sixty (60) calendar days following written notice from the Tollway.

3.7 **Retainage.** For any work to be performed by Contractor pursuant to this Contract, including any validly executed Change Orders, each invoice for fees, other than Support and Maintenance Fees, shall be subject to a ten percent (10%) retainage. Upon satisfactory completion and Final Acceptance of an applicable Phase, as the term "Phase" is further defined in this Contract, fifty percent (50%) of the amount retained in relations to that applicable Phase shall be paid to Contractor (leaving 5% retainage being continued to be held by the Tollway). Upon satisfactory completion of all Phases and Final Acceptance of the System as a whole, all remaining retainage amount shall be paid to Contractor.

3.8 Taxes. The Tollway is exempted from the payment of retailer's occupational tax, use tax, service tax and municipal taxes. The Tollway is also exempted from payment of F.E.T under License #36730122K and State #952841. Contractor acknowledges and agrees that it shall not charge the Tollway for any ad valorem, sales, use or other taxes, charges, levies or fees, however designated or levied on or related to the Services or products provided pursuant to this Contract. In the event Contractor is nonetheless notified that it is required to pay any such taxes, Contractor agrees to provide the Tollway with prior written notice and evidence of such requirement, and further agrees that Contractor shall not pay such taxes until the Tollway provides Contractor with written notice of the Tollway's acceptance of such taxes. Should the Tollway refuse to accept any such taxes, the Tollway agrees that the Tollway shall prosecute its case before the appropriate governmental authority at its sole cost and expense and shall pay such taxes if it is not successful; provided, however, that the parties' respective obligations under this Contract shall continue unabated notwithstanding the Tollway's prosecution of such matter. The Tollway shall not be responsible for any taxes based on the aggregate net income of Contractor, its Subcontractors and agents. The Tollway shall promptly reimburse or pay to Contractor, as the case may be, against invoice, any such amounts as Contractor shall become obligated to pay and which the Tollway has accepted pursuant to the provisions of this Section 3.8.

3.9 Travel and Out-of-Pocket Expenses. With respect to the Work to be performed as of the Effective Date of this Contract, Contractor was to have included the costs associated with its travel and out-of-pocket expenses in its Price Proposal. The Tollway's expectation is that with respect to validly executed Supplemental Agreements, Contractor will follow that same practice. Accordingly, no additional amount in relation to these expenses shall be charged by Contractor to Tollway. Notwithstanding the foregoing, Contractor agrees that with respect to said travel and out-of-pocket expenses:

- (a) The Tollway's policies and procedures with respect to reporting and auditing of such travel and out-of-pocket expenses shall apply;
- (b) All travel and out-of-pocket expenses for which Contractor seeks reimbursement must conform to the policies set forth in Exhibit "8" (Travel Procedures); and
- (c) Travel and out-of-pocket expenses that are not submitted within seventy-five (75) calendar days of the date incurred or that do not conform to the policies set forth in Exhibit "8" will not be eligible for reimbursement.

Contractor acknowledges that the Tollway may develop acceptable housing accommodations for suppliers who are on long-term assignment. At the Tollway's request, Contractor will utilize such housing accommodations for its personnel in order to reduce housing expenses by Contractor personnel.

3.10 Miscellaneous Payment Terms and Conditions.

3.10.1 Expenses Incurred Prior to Execution. The Tollway will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this Contract by the Parties even if the effective date of the Contract is prior to execution.

3.10.2 Prevailing Wage. As a condition of receiving payment Contractor must (i) be in compliance with the Contract, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. Contractor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; <http://www.state.il.us/agency/idol/index.htm> to ensure understanding of prevailing wage requirements), (iii) pay its suppliers and Subcontractors according to the terms of their respective Contracts, and (iv) provide lien waivers to the State upon request.

3.10.3 Minority Contractor Opportunity Initiative. The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Contractor awarded a Contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Contractor under the Contract and deposit the fee in the Comptroller's Administrative Fund.

3.10.4 Independent Contractor. Contractor shall act as an independent Contractor and not as an agent or employee of or joint venturer with the Tollway. All payments by the Tollway shall be made on that basis.

3.10.5 Availability of Appropriations. This Contract is contingent upon and subject to the availability of funds. The Tollway, at its sole option, may terminate or suspend this Contract, in whole or in part, without penalty or further payment being required, if funds needed are insufficient for any reason. Contractor will be notified in writing of the insufficiency of funds and the determination to suspend or terminate this Contract.

3.10.6 Full and Complete Payment. The amount due and owing to Contractor pursuant to this Contract shall be the full and complete compensation to which Contractor is entitled. The Tollway shall not make any federal or state tax withholdings on behalf of the Contractor unless permitted under Section 3.8. The Tollway shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor agrees to indemnify the Tollway for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which the Tollway may be required to make on behalf of Contractor or any employee, or independent contractor for work done under this Contract.

4. INSURANCE, INDEMNIFICATION, BONDING AND SAFETY

4.1 Insurance. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property or loss or revenue which may arise from or in connection with the performance of work by the Contractor, Contractor's agents, representatives, employees or Subcontractors. Work shall not commence until all insurance required by this Section has been obtained. Insurance protection shall be provided by insurance carriers authorized to transact business under the laws of the State of Illinois. Acceptable insurance companies providing the coverages shall be rated by A.M. Best Company with a rating of "A-" or better and have a financial rating of not less than "VII".

4.1.1 Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a) Commercial General Liability coverage on an unmodified, Insurance Service Office "Occurrence" form.
- b) Automobile Liability on an unmodified, Insurance Service Office form.
- c) Worker's Compensation insurance as required by the State of Illinois.
- d) Professional Liability/Errors and Omissions.
- e) Excess Liability Coverage.

4.1.2 Minimum Limits of Insurance. Contractor shall maintain no less than:

- a) Commercial General Liability - \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and the general aggregate shall be twice the required occurrence limit.
- b) Automobile Liability - \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c) Worker's Compensation and Employer's Liability - Statutory limits with Employer's Liability limit of \$500,000 per occurrence, subject to a limit of \$500,000 per disease.
- d) Professional Liability (E&O) - Contractor shall maintain Professional Liability (Error & Omissions) coverage for the term of this Contract. This coverage shall have a minimum limit of \$10,000,000 each claim and \$10,000,000 annual aggregate. The insurance shall be written on a claims-made basis. Coverage shall be maintained during the term of the Contract and then for at least three years thereafter.
- e) Excess Liability - \$5,000,000 combined single limit per occurrence and in aggregate.
- f) Commercial Crime/Fidelity Coverage - \$10,000,000 per loss and in the aggregate.

All deductibles or self-insured retentions must be the responsibility of Contractor. The Illinois State Toll Highway Authority shall be named "additional insured" for the commercial general liability and automobile liability coverages. The proof of insurance shall include originals of the applicable "additional insured" endorsements for approval of the Tollway. The additional insured coverage shall contain no special limits on the scope of protection afforded the Tollway, its officers, directors or employees. Such protection shall be primary over any other applicable or available insurance protection. Any failure by the Tollway to request proof of insurance will not waive the requirement of maintenance of protection specified herein.

4.2 [Intentionally left blank.]

4.3 Payment and Performance Bonds. Contractor agrees that it shall meet all of the payment and performance bond requirements for this Contract contained in the Contract Documents and shall bond the Project in the Phased methodology set forth therein. The Contractor shall furnish to the Tollway, and maintain in effect throughout the life of this Contract, a Payment and/or Performance Bond issued by a surety and in a form acceptable to the Tollway, as described herein and in the Contract Documents. The Phases applicable to this Contract for the purposes of bonding are further described in Section 1.1. All Phases of the Work shall be bonded prior to beginning that Phase unless specifically exempted from this obligation by the Contract Documents. The bond for any Phase shall only be released upon that Phase achieving Acceptance as further set forth herein and in Exhibit "5". The Payment and Performance Bonds shall serve as additional security for the performance of the Contractor's obligations and in no event should the existence of the Payment and Performance Bonds or the stated amount thereof be construed to cap, liquidate or otherwise modify or limit the amount of damages payable by Contractor hereunder based on the occurrence of a Contractor event of default or other liability assumed by Contractor under this Contract.

4.4 Indemnification Generally. Contractor ("Indemnifying Party") shall indemnify, defend and hold harmless the Tollway and its Affiliates, and their respective directors, officers, stakeholders, members, employees, representatives, agents, attorneys, successors and assigns (collectively, "Indemnified Parties") from and against, and shall pay all damages, costs and expenses, including attorneys' fees (including the internal costs related to the Attorney General of the State of Illinois) and other investigatory costs, incurred by the Indemnified Parties, with respect to any Third Party claim arising out of or relating to: (a) bodily injury including death, and tangible property damage caused by Contractor's or its employees', agents' or representatives' acts or omissions; (b) Contractor's or its employees', agents' or representatives'

failure to comply with the terms of Section 6 of this Contract; and (c) Contractor's failure to timely deliver any agreed-upon Regulatory Modifications to the Tollway as required pursuant to the terms and conditions of this Contract and any and all exhibits and/or attachments hereto and made a part hereof. The indemnity provisions in this Section shall not be limited by reason of any insurance coverage required under this Contract.

- 4.4.1 **Infringement.** Contractor shall indemnify, defend and hold harmless the Indemnified Parties from and against any claim asserted or any claim, suit or proceeding brought by a Third Party against the Indemnified Parties alleging that the System, or any part thereof, as delivered and/or maintained by Contractor, or the Tollway's use of the System, or any part thereof, excluding third-party equipment and software, constitutes a misappropriation of any proprietary or trade secret information or an infringement of any patent, copyright, trademark or other intellectual property right. Contractor shall pay all damages, costs and expenses, including attorneys' fees (including the internal costs related to the Attorney General of the State of Illinois), litigation costs (including, without limitation, the costs and expenses of any appellate bonds), settlement payments and any and all damages awarded or resulting from any such claim and incurred by the Indemnified Parties; provided, however, that the Indemnified Parties, after receiving written notice thereof, shall promptly advise Contractor of any such claim, suit or proceeding and, at Contractor's expense, cooperate with Contractor in the defense thereof. If Contractor reasonably believes that any such claim, suit or proceeding may be successful, Contractor shall, at no additional cost to the Indemnified Parties, either: (a) procure for the Indemnified Parties the right to continue using the portion of the System subject to such claim, suit or proceeding; or (b) replace or modify the System, or applicable portion thereof, so that it no longer is subject to any such claim, suit or proceeding while maintaining equivalent or better functionality and performance capabilities. No undertaking by Contractor under this section 4.4.1 shall extend to any alleged infringement or violation to the extent that it: (a) arises from adherence to instructions to apply the Tollway's trademark, trade name or other Tollway identification; (b) use of the System other than as provided in the Documentation or instructed by Contractor; (c) use of the System with additional software or equipment not recommended by Contractor pursuant to the Documentation or otherwise; or (d) modifications to the System not made by Contractor or permitted pursuant to the Documentation. Indemnification under this Section 4.4 will be Tollway's sole and exclusive remedy for any claim of infringement or misappropriation of intellectual property rights.
- 4.4.2 **Procedures for Indemnification.**
- 4.4.2.1 **General.** Promptly after becoming aware of the same, the Indemnified Party shall notify Contractor of any Third Party claim covered under the terms of either Section 4.2 or Section 4.2.1, as applicable, for which the Indemnified Party seeks indemnification.
- 4.4.2.2 **Defense.** The defense counsel selected by Contractor shall be reasonably acceptable to the Indemnified Party and the Attorney General of the State of Illinois.
- 4.4.2.3 **Settlement of Claims.** Contractor shall not settle any claim, suit or action without the prior written consent of the Indemnified Party if such settlement: (a) does not expressly and completely release the Indemnified Party from any and all liability in relation to the event giving rise to the claim, suit or action; (b) diminishes any Indemnified Party's rights under this Contract or seeks to impose additional obligations on an Indemnified Party; or (b) arises out of or is part of any criminal action, suit or proceeding or contains a stipulation or admission or acknowledgment of any liability or wrongdoing (whether in Contract, tort or otherwise) on the part of an Indemnified Party.
- 4.4.2.4 **Tollway's Counsel.** Nothing contained in this Contract shall be construed as prohibiting an Indemnified Party from retaining its own legal counsel (including the Attorney General of the State of Illinois) and defending any claims, suits or actions brought against it. Contractor shall reimburse the Tollway for any internal expenses and costs related to the Attorney General of the State of Illinois representation of the Tollway in any such action and the Tollway shall bear its own expenses in connection with the retention of any outside counsel.
- 4.4.2.5 **Survival.** The terms of this Section 4.4 shall survive any expiration or termination of this Contract.
- 4.5 **Safety Generally.** In addition to the requirements of this Section 4.5, Contractor shall also comply with all other safety requirements of the Tollway as set forth in the Tollway's Standard Specifications.
- 4.5.1 **Job Site Safety during Construction Portion of Contract.** Contractor shall be required to assume sole and complete responsibility for job site conditions during the course of any construction to be performed by Contractor pursuant to this Contract, including the safety of all persons and property and this requirement shall be made to apply continuously and shall not be limited to normal working hours. Contractor shall have control over or charge of, and shall be responsible for, construction means, methods, techniques, sequences and/or procedures. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to: (a) All persons on the Site or who may be affected by the construction (whether working at the Site or otherwise physically present at or near the Site, including without limitation, members of the public); (b) All work, materials and equipment to be incorporated therein, whether in storage on or off the Site; and (c) Other property at the Site or adjacent thereto, including, without limitation, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designed for removal, relocation or replacement in the course of construction.

- 4.5.2 **Job Site Safety during Implementation of the Contract.** Contractor shall also be required to assume sole responsibility for job site conditions during the course of the Maintenance Services portion of this Contract, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. Contractor shall have control over or charge of, and shall be responsible for, maintenance means, methods, techniques, sequences or procedures.
- 4.5.3 **Occupational Safety and Health.** Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health as defined by applicable safety and health standards. Contractor shall comply with OSHA regulations applicable to the Contractor and the Work under this Contract regarding necessary safety equipment or procedures. Contractor shall comply with safety instructions issued by the Tollway or other government representatives.
- 4.5.4 **Hazardous Conditions.** Unless otherwise expressly provided in this Contract to be part of the Work, the Contractor is not responsible for any hazardous conditions encountered on the work site. Upon encountering any hazardous conditions, Contractor shall stop work and duly notify the Tollway. Tollway shall notify Contractor when such conditions, if found by the Tollway to be hazardous, had been remedied and that Contractor shall resume work.
- 4.6 **Limitation of Liability.**
- 4.6.1 **Direct Damages.** THE TOTAL LIABILITY OF EACH PARTY (AND ITS AFFILIATES AND SUBCONTRACTORS; BUT IN THE CASE OF CONTRACTOR, EXCLUDING THIRD PARTY PROVIDERS OF EQUIPMENT AND/OR SOFTWARE) TO THE OTHER PARTY (AND ITS AFFILIATES, SUBCONTRACTORS AND/OR TO ANY THIRD PARTY) ARISING FROM OR RELATING TO THIS CONTRACT, THE SYSTEM OR THE WORK, SHALL NOT IN THE AGGREGATE EXCEED \$20,000,000.
- 4.6.2 **Other Damages.** Unless otherwise agreed to in writing by the Parties, in no event shall either Party be liable for any indirect, consequential, special, punitive or exemplary damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, lost data or lost savings) even if it has been advised of their possible existence.
- 4.6.3 **Exceptions.** The limitations of this Section 4.6 shall not apply to liability to the extent arising from (a) a party's fraud or willful misconduct, (b) personal injury, death or damage to tangible property, (c) breaches of Section 6 (Data Rights, Confidentiality and Security) or breaches of license obligations or (d) indemnification pursuant to Section 4.4.1 (Infringement).

5. **MISCELLANEOUS**

- 5.1 **Severability.** In the event that any one or more of the provisions of this Contract is held by a court of competent jurisdiction to be contrary to law, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the parties shall negotiate in good faith with a view to the substitution therefore of a suitable and equitable solution in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid provision; provided however, that the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be in any way be impaired thereby, it being intended that all of the rights and privileges of the parties hereto shall be enforceable to the fullest extent of the law.
- 5.2 **Waiver.** No delay or omission by a party to exercise any right occurring upon any non-compliance or default by the other party with respect to any of the terms of this Contract, including any and all exhibits and/or attachments hereto and made a part hereof, shall impair any such right or power or be construed to be a waiver thereof. A waiver by any of the parties of any of the covenants, conditions or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement herein contained.
- 5.3 **Entire Agreement – Modifications.** This Contract, together with any and all exhibits and/or attachments hereto and made a part hereof (see, Section 2.2), constitutes the complete and exclusive statement of the agreement of the parties relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter. This Contract may be modified only pursuant to a writing executed by authorized and required representatives of the Contractor and the Tollway. The parties expressly disclaim the right to claim the enforceability or effectiveness of any oral modifications to this Contract or any amendments based on course of dealing, waiver, reliance, estoppel or other similar legal theory.
- 5.4 **Headings.** Section headings in this Contract shall not be used to alter the plain meaning of the text in this Contract. Section headings in this Contract are not intended to have any substantive meaning and shall not be considered relevant to the interpretation of the terms and conditions of the Contract.
- 5.5 **Non-Exclusive Rights.** This Contract is not exclusive. The Tollway reserves the right to select other Contractors to provide services similar or identical to the services to be provided pursuant to this Contract, including any and all exhibits and/or attachments hereto and made a part hereof, during the term of this Contract.
- 5.6 **Press Releases.** No public or private announcements, media releases, press conferences, advertising or similar publicity in any form relating to the name, image or logo of the Tollway or any of its Affiliates (or any variation or combination of such name, image or logo), as well as the name or image of any Tollway employee or customer, shall be made without the prior written consent of the Tollway. The Contractor shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the Tollway, nor shall the Tollway's name be used in any such advertisement or solicitation without the prior written approval of the Tollway except as may be required by law.
- 5.7 **Waiver of UCITA.** The parties agree that the Uniform Computer Information Transactions Act, or any version thereof, adopted by any state in any form ("UCITA"), shall not apply to the Contract and, to the extent that UCITA is applicable, the parties agree to opt-out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.
- 5.8 **Governing Law – Exclusive Jurisdiction – Compliance with the Law.** This Contract, and all rights and duties of the parties arising from or relating in any way to the subject matter of this Contract or the transaction(s) contemplated by it, shall be governed by, construed and enforced only in accordance with the laws of the United States and the State of Illinois (excluding any conflict of law provisions that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to this Contract, including arbitration proceedings, shall be brought only in DuPage County, Illinois. Contractor and Tollway consent to the exclusive jurisdiction and venue of the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois for state claims and the U.S. district Court for the Northern District of Illinois for federal claims. The Contractor, its employees, agents and Subcontractors shall comply with all applicable federal, state and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Contract. Contractor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Contractor shall obtain at its own expense, all licenses and permissions necessary for the performance of this Contract.
- 5.9 **Counterparts.** This Contract, together with any and all exhibits and/or attachments hereto and made a part hereof, may be executed in one (1) or more duplicate originals, all of which together shall be deemed one and the same instrument.
- 5.10 **Agency.** No party shall make any representations or warranties or incur any liability on behalf of the other. No party is the agent, representative or partner of the other party.
- 5.11 **Bankruptcy.** The rights to the Software licensed by Contractor to the Tollway or otherwise used by the Contractor to provide services to the Tollway as set forth in this Contract constitutes "intellectual property" as defined in Section 101 (35A) of the Bankruptcy Code, and that this Contract shall be governed by section 365(n) of the Bankruptcy Code, as applicable, in the event Contractor voluntarily or involuntarily becomes subject to the protection of the Bankruptcy Code and Contractor or trustee in bankruptcy rejects this Contract. In the event Contractor voluntarily or involuntarily becomes subject to the protection of the Bankruptcy Code and Contractor or the trustee in bankruptcy rejects this Contract under Section 365 of the Bankruptcy Code, the Tollway shall have the right to: (a) treat this Contract as terminated; or

(b) retain Tollway's rights under this Contract, specifically including, without limitation, the right to exercise its rights granted herein (and to all work-in-progress relating thereto). Failure by the Tollway to assert its right to retain its benefits to the intellectual property embodied in the Software pursuant to section 365(n)(1)(B) of the Bankruptcy Code with respect to an executor Contract rejected by the Contractor or the trustee in bankruptcy shall not be construed by the courts as a termination of such Contract by the Tollway under Section 365(n)(1)(A) of the Bankruptcy Code. Any attempted assignment of this Contract by the Contractor or the trustee in bankruptcy to a Third Party shall be subject to such Third Party providing "adequate assurance of future performance" (as referred to in Section 365 (f) of the Bankruptcy Code) to the Tollway. Among other requirements as may be reasonably imposed, "adequate assurance" shall include: (c) a Third Party's express written agreement to assume all of Contractor's obligations under this Contract, including without limitation, an agreement to generally improve the Software as provided under the terms and conditions of this Contract; and (d) the requirement that the Third Party has revenues and capitalization not less than Contractor's revenues and capitalization as of the Effective Date.

- 5.12 Force Majeure.** Each party may be excused from performing any of its obligations hereunder, in whole or in part, to the extent that the inability to perform is caused by an act of God, natural disaster, war, terrorism, riot, civil commotion, explosion, fire, government action, court order, epidemic or other similar circumstance beyond its reasonable control (each, a "**Force Majeure Event**"), but specifically excluding labor and union-related activities and the non-performance of Contractor or any Contractor Subcontractor, regardless of cause (other than a Force Majeure Event).
- 5.13 Binding Nature and Assignment.** Subject to all other provisions herein contained, this Contract shall be binding on the parties and their successors and permitted assigns. Except as hereinafter provided in this Section, neither party shall assign, transfer or delegate its duties under this Contract, or any part thereof, whether by operation of law or otherwise, without the prior written consent of the other party. Without limiting the generality of the foregoing, the phrase "by operation of law" shall include a Change in Control. Tollway shall have the right to assign this Contract to any Affiliate at any time upon notice to Contractor. If there is a Change in Control with respect to Contractor, Tollway shall have the right to terminate this Contract based on the following terms and conditions: Tollway will provide written notice to the successor requesting that the successor provide adequate written assurance that it will be able to comply with all the terms and conditions of the Contract, including the financial, personnel and technical resources to satisfy such obligations. If the successor fails or refuses to provide such adequate written assurances to Tollway, the adequacy of such assurance to be reasonably determined by Tollway, Tollway shall be permitted to terminate this Contract, and, subject to the terms and conditions of **Section 1.7.2 of this Contract**, Contractor shall reimburse Tollway for all reasonable costs associated with transitioning to a suitable replacement contractor.
- 5.14 Signatures and Contractual Authority.** The individuals executing this Contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities. The Tollway shall be the only State of Illinois entity responsible for the performance and payment under this Contract. To the extent the Chief Procurement Officer or authorized designee has signed this Contract in addition to the Tollway; they have done so as an approving officer and shall have no liability to Contractor.
- 5.15 Inventories, Accountings, Audits and Availability of Records.**
- 5.15.1 Inventories and Accounting of Leased Equipment.** Unless otherwise agreed to in writing by the Tollway, within five (5) business days after the close of each calendar month during the term of this Contract and thereafter until the inventory is returned, Contractor shall provide to the Tollway a written inventory of all Leased Equipment. The written inventory shall identify and account for the following information on a per item or component basis, in a form and format satisfactory to the Tollway in its sole discretion: (a) the location of the Leased Equipment; (b) the term remaining on such lease obligation and the amount outstanding; (c) the monthly payment; (d) the total payments made; and (e) the total payments remaining. In addition to the foregoing, Contractor shall permit the Tollway to inspect and conduct an on-site review of any Leased Equipment being stored in a location other than Tollway property. During the term of this Contract and thereafter until the inventory is returned, Contractor shall make available to the Tollway or its agents all such Leased Equipment, records and documents for audit and review on Contractor's premises during regular and reasonable working hours. In the event that Contractor fails or refuses to provide an inventory and accounting or fails or refuses to provide access to its facilities to permit the inspections set forth above, the Tollway shall be permitted to withhold any and all payments due or to be due under this Contract until the Contractor complies with such requirements.
- 5.15.2 Financial Audits.** Contractor shall keep reasonable records related to its performance and obligations under this Contract. In particular, records shall be kept documenting any price and cost or budget computations required under the Contract. The Tollway or its duly authorized representatives shall have the right to audit any books, documents, papers and records related to transactions, data and/or performance of the terms and conditions of this Contract. Contractor shall make available to the Tollway or its agents all such records and documents for audit at the Contractor's premises during regular and reasonable working hours. Contractor shall disclose within thirty (30) calendar days of receipt of any independent auditor's reports that bear directly on the performance or administration of this Contract. The right to audit shall include periodic examinations of records throughout the term of the Contract and for a period of three (3) years after its termination or expiration. The right to audit shall also apply to authorized Subcontractors hired by Contractor for the purpose of assisting with the performance of this Contract. If the audits reveal substantive findings related to fraud, misrepresentation or non-performance, or any financial overbilling errors (that were not identified and addressed in 3.5.1) of five percent (5%) or more for invoices of One Hundred Thousand Dollars (\$100,000) or more, Contractor shall reimburse the Tollway for all costs (internal and external) incurred in connection with the audit.
- 5.15.3 SSAE 16 Review.** Contractor shall be required, at no additional cost to the Tollway, to provide a SSAE 16 report at the intervals and as set forth in Exhibit __, Project Requirements.
- 5.15.4 Audit Rights and Retention of Records.** Contractor and its Subcontractors shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the Tollway under the Contract or subcontract. Books and

records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three (3) years from the later of the date of final payment under the Contract or completion of the Contract, and by the Subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay Contract costs, the Contractor and its Subcontractors must retain its records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the Tollway, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor and its Subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the Tollway for the recovery of any funds paid by the Tollway under the Contract for which adequate books and records are not available to support the purported disbursement. The Contractor or Subcontractors shall not impose a charge for audit or examination of the Contractor's books and records.

- 5.16 Agreement Interpretation.** The documents comprising this Contract (see, Section 2.2) are intended to be complementary, and to fully describe and provide for a complete Project. The parties agree that an interpretation that supports such intent shall be given precedence over one that does not. In the event of a conflict between one or more provisions of the Contract, the more stringent with respect to Contractor's duties and responsibilities shall prevail unless otherwise agreed by the parties. Omission from the Contract of details of the Work that do not substantively alter the functional requirements, or the misdescription of details generally acknowledged to be inherent and necessary to carry out the Work or which Contractor knew or reasonably should have known to be included in the Work, shall not relieve Contractor from performing such omitted or misdescribed details, and it shall be performed as if fully and correctly set forth and described in the Contract, without entitlement to a Supplemental Agreement. Where appropriate: references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation", unless otherwise indicated; references to sections or tasks are to this Contract and include all sub-sections or subtasks under the section or section referenced; words not otherwise defined that have well-known technical or construction industry meanings are used in accordance with such recognized meanings; references to "persons" include their respective permitted successors and assigns and, in the case of "governmental persons," persons succeeding to their respective functions and capacities; and words of any gender used herein shall include the other gender where appropriate. Unless otherwise specified, lists contained in the Contract describing or defining the Work shall not be deemed all-inclusive.
- 5.17 Use and Ownership.** All work performed or supplies created by Contractor under this Contract, excluding Contractor Software and derivative works and modifications thereof, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the Tollway is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Contractor hereby assigns to the Tollway all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Contractor may have to such work including any so-called "moral rights" in connection with the work. Tollway shall and hereby does grant to Contractor a perpetual, worldwide, royalty-free license to use all such work, including derivative works thereof. Should Contractor use, sell or otherwise distribute such work to parties other than the Tollway, Contractor shall reimburse the proportional cost of the work previously paid by the Tollway. Contractor acknowledges the Tollway may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this Contract.
- 5.18 Payment of Tolls.** To the extent required by the Tollway's Bond/Trust Indenture and the Toll Highway Act (605 ILCS 10/1 et seq.), the Contractor shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the Contract. Said tolls will not be refunded by the Tollway. Furthermore, in the event that a final determination is made by the Tollway that the Contractor has failed to pay any required tolls and associated fines, the Tollway is authorized to take steps necessary to withhold the amounts of the unpaid tolls and fines from any payment due the Contractor by the Tollway and/or other State of Illinois office, department, commission, board or agency.
- 5.19 Solicitation and Employment.** Contractor shall not solicit any person employed by the Tollway and who interacts with Contractor in connection with this Contract during the term of this Contract to perform any work under this Contract. Contractor shall give notice immediately to the Tollway's Executive Director if Contractor solicits or intends to solicit Tollway employees to perform any work under this Contract.
- 5.20 Anti-Trust Assignment.** If Contractor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Contract, then upon request of the Illinois Attorney General, Contractor shall assign to the Tollway rights, title and interest in and to the claim or cause of action.
- 5.21 Notices.** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Contract using the contact information following the signatures. An additional copy of each notice to Contractor must be set to: Accenture LLP, Attention: General Counsel, Legal Group, 161 North Clark Street, Chicago, Illinois 60601. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 5.22 Modifications and Survival.** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the Tollway's and the Contractor's terms, conditions and attachments, the Tollway's terms, conditions and attachments shall prevail.

- 5.23 Performance Record/Suspension.** Upon request of the Tollway, Contractor shall meet to discuss performance or provide Contract performance updates to help ensure proper performance of the Contract. The Tollway may consider Contractor's performance under this Contract and compliance with law and rule to determine whether to continue the Contract, suspend Contractor from doing future business with the Tollway for a specified period of time, or to determine whether Contractor can be considered responsible on specific future Contract opportunities.
- 5.24 Freedom of Information Act.** This Contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this Contract.
- 5.25 Third Party Beneficiaries.** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the Tollway and the Contractor.
- 5.26 Consultation.** Contractor shall keep the Tollway fully informed as to the progress of matters covered by this Contract. Where time permits and Contractor is not otherwise prohibited from so doing, Contractor shall offer the Tollway the opportunity to review relevant documents prior to filing with any public body or adversarial party.
- 5.27 Dispute Resolution.**
- 5.27.1 Administrative Level Performance Review.** If a dispute relating to this Contract arises between the parties, the Project Principal and the Tollway Liaison may, but shall not be obligated to, meet and attempt to resolve the dispute. If the parties are unable to resolve the dispute within ten (10) calendar days after the initial request for a meeting, or if the parties do not agree to invoke this level of dispute resolution, then the parties may seek to resolve the dispute through an executive level performance review.
- 5.27.2 Executive Level Performance Review.** For disputes that are not resolved at the Project Principal and Tollway Liaison level, the Executive Director of the Tollway and the Client Account Lead of the Contractor may, but shall not be obligated to, meet and attempt to resolve the dispute. If such representatives are unable to resolve the dispute within five (5) business days after the parties have commenced negotiations, or ten (10) calendar days have passed since the initial request for negotiations at this level, or if the parties do not agree to invoke this level of dispute resolution, then the parties may seek to resolve this dispute through mediation as hereinafter provided or, if the parties do not agree to submit the dispute to mediation, to seek any and all rights and remedies that may be available to them as provided in this Contract.
- 5.27.3 Voluntary, Non-Binding Mediation.** If the prior levels of dispute resolution are not invoked or are unsuccessful, the parties may, but shall not be obligated to, mutually agree in writing to submit the dispute to non-binding mediation. Mediation must occur within five (5) business days after the parties agree to submit the dispute to mediation. The parties mutually shall select an independent mediator experienced in enterprise resource planning and/or toll highway information systems, and each shall designate a representative(s) to meet with the mediator in good faith in an effort to resolve the dispute. The specific format for the mediation shall be left to the discretion of the mediator and the designated party representatives and may include the preparation of agreed upon statements of facts or written statements of position furnished to the other party.
- 5.27.4 Continued Performance; No Tolling of Cure Periods.** Except where clearly prevented by the area in dispute, the parties shall continue performing their obligations under this Contract while the dispute is being resolved as provided in this Section 5.29, unless and until the dispute is resolved or until this Contract is terminated. The timeframe for a party to cure any breach of the terms of this Contract shall not be tolled by the pendency of any dispute resolution procedures.
- 5.27.4 Equitable Relief.** Notwithstanding anything in this Contract to the contrary, the parties shall be entitled to seek injunctive or other equitable relief whenever the facts or circumstances would permit a party to seek equitable relief in a court of competent jurisdiction without obligation to post bond.

6. DATA RIGHTS, CONFIDENTIALITY AND SECURITY

- 6.1 **Ownership of Data.** Each party is and shall remain the owner of all right, title and interest in and to any data that is owned prior to the Effective Date, and in and to any data to which it may hereafter acquire ownership. Except as otherwise provided in this Contract, no party shall be obligated to convey any right, title and/or interest in any data to the other. Subject to the terms of this Contract including, without limitation, the license rights granted to the Tollway hereunder, each party, upon request of the other, shall promptly return to the other any data owned by the other that may have been disclosed hereunder (including Confidential Information). On a monthly basis, and at any time upon the Tollway's request, Contractor shall deliver to the Tollway, at no additional cost, all data and data files, properly and accurately labeled by data and by function, along with instructions on accessing such files. Such data and documentation shall be in a form and format reasonably specified by the Tollway.
- 6.2 **Confidential Information.**
- 6.2.1 **Generally.** Each party acknowledges that certain information of the other party that it may acquire or be exposed to will constitute information of a proprietary or confidential nature including, without limitation: (a) information concerning the other party's business affairs, property and methods of operation, including, without limitation: (i) any material, data or information disclosed by one party to another that is not generally known by or disclosed to the public or to Third Parties such as all materials, know how, processes, trade secrets, manuals, confidential reports, financial and operational information, and other matters relating to the operation of a party's businesses; (ii) any information and materials relating to Third Party Contractors that have provided any part of a party's information or communications infrastructure; and/or (iii) any information of a party that is maintained or stored by or through a System; and/or (b) without limiting the generality of the foregoing, any materials marked as "confidential," "proprietary," or with a similar designation, including, with respect to Contractor, the Software and Source Code (collectively, "**Confidential Information**").
- 6.2.2 **Protection, Use and Disclosure.** Having acknowledged the foregoing, the party that has received Confidential Information ("**Receiving Party**") agrees: (a) to exercise the same degree of care and protection with respect to the Confidential Information of the party that has disclosed Confidential Information ("**Disclosing Party**") that it exercises with respect to its own Confidential Information, but in no event less than a reasonable degree of care; (b) not to use the Disclosing Party's Confidential Information except as permitted or contemplated hereunder; and (c) not to directly or indirectly disclose, distribute, republish or allow any Third Party to have access to any Confidential Information of the Disclosing Party without the Disclosing Party's prior written consent.
- 6.2.3 **Permitted Disclosures.** Notwithstanding the above, but subject to the further requirements of this Contract, as applicable: (a) Tollway may disclose Contractor Confidential Information to Tollway's Authorized Users who have a need to know; (b) Contractor may disclose Tollway Confidential Information to its employees and authorized agents who have a need to know; and (c) a party may disclose Confidential Information if so required by law (including court order or subpoena), provided that such disclosure is made in accordance with the notification obligations set forth in Section 6.4.
- 6.2.4 **Exclusions.** Confidential Information shall not include information that is: (a) publicly available or later becomes available other than through a breach of this Contract; (b) known to the Receiving Party or its employees, agents or representatives prior to disclosure by the Disclosing Party or is independently developed by the Receiving Party or its employees, agents or representatives subsequent to such disclosure; or (c) subsequently lawfully obtained by the Receiving Party or its employees, agents or representatives from a Third Party without obligations of confidentiality.
- 6.3 **Confidentiality Pledge for Contractor Workforce Members.** Contractor shall cause all of its employees and any authorized Subcontractor employees who have access to Tollway's Confidential Information to execute a written confidentiality agreement consistent with and no less protective than the provisions of Section 6.2. Contractor agrees to make these agreements available to the Tollway for review upon request.
- 6.4 **Notification Obligation.** If the Receiving Party becomes aware of any unauthorized use or disclosure of the Confidential Information of the Disclosing Party, the Receiving Party shall promptly and fully notify the Disclosing Party of all facts known to it concerning such unauthorized use or disclosure. In addition, if the Receiving Party or any of its employees or agents are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information of the Disclosing Party, the Receiving party shall not disclose the Confidential Information without providing the Disclosing Party with reasonable prior written notice of any such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Contract. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Disclosing Party, the Receiving Party or any of its employees are nonetheless, in the written opinion of the Receiving Party's counsel (a copy of which opinion shall be delivered to the Disclosing Party), legally compelled to disclose Confidential Information to any tribunal or otherwise stand liable for contempt or suffer other censure or penalty, the Receiving Party or its employees may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information that such counsel advises the Receiving Party that it is legally required to disclose. Notwithstanding the foregoing, the Receiving party shall exercise its best efforts to preserve the confidentiality of the Confidential Information including, without limitation, by cooperating with the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded the Confidential Information by such tribunal. Notwithstanding the foregoing, Contractor acknowledges that the Tollway is a public organization and that the terms and conditions of this Contract will likely be subject to disclosure under freedom of

information and other related laws. If such a disclosure request is made of the Tollway, the Tollway shall be permitted to disclose the terms and conditions of this Contract to the extent required under the then current applicable law.

- 6.5 Security.** The provision of Services, Software and Equipment under this Contract involves a variety of safeguards relating to the security and confidentiality of Tollway data.
- 6.5.1 Security and Policies.**
- 6.5.1.1 System Security.** Contractor shall provide all Services, Software and Equipment and use all resources related thereto, to the extent applicable, in a secure manner and in accordance with the Tollway's security requirements set forth herein and in Exhibit "5".
- 6.5.1.2 Access by Contractor Personnel.** No person acting for Contractor (whether as an employee or Subcontractor) shall have access to the System, any Tollway data or any of the facilities unless such person is a Qualified Person, which requires, among other things, that such person be Approved in writing by the Tollway and execute a confidentiality pledge as set forth in Section 6.3. Contractor shall provide the Tollway with such information as reasonably requested by the Tollway so that it may confirm that each person to be provided access has all of the qualifications of a Qualified Person. The Tollway may, in its sole discretion, withhold its approval of a person proposed by Contractor to act on Contractor's behalf (whether as an employee or a Subcontractor); and the Tollway may, in its sole discretion, withdraw its approval of any Contractor personnel (as defined below) at any time.
- 6.5.2 Information Access.** All Contractor personnel shall comply with all Tollway policies and procedures provided in advance to Contractor regarding data access and security, including those prohibiting or restricting remote access to Tollway systems and Tollway data, provided that changes to such policies or procedures after the Effective Date that result in incremental effort or cost to Contractor may require a Supplemental Agreement under Section 2.18. If the Tollway maintains or uses secure communications lines to which Contractor is given access for purposes described in this Contract, Contractor will not, for any purpose, remotely access the Tollway's software systems, any systems connected to those systems, or Tollway's Confidential Information, except to the extent explicitly permitted by Tollway policies, and Contractor's remote access is accomplished solely through those secure communications lines. The Tollway shall authorize and shall issue to Contractor personnel any necessary information-access mechanisms, including access IDs and passwords, and Contractor shall ensure that the same shall be used only by the Contractor personnel to whom they are issued. Contractor shall provide to such Contractor personnel only such level of access as is required to perform the tasks and functions for which such Contractor personnel are responsible. Contractor shall from time to time, upon request from the Tollway, but at least quarterly, without requiring the payment of an additional fee, provide the Tollway with an updated list of those Contractor personnel having access to the Tollway's systems and Tollway data. Tollway data provided by the Tollway or accessed by Contractor personnel shall be used by Contractor personnel only in connection with Contractor's obligations hereunder, and shall not be disclosed to any third parties or commercially exploited in any manner whatsoever. If Contractor fails to comply with the provisions of this Section, the Tollway may restrict such offending Contractor personnel from access to the Tollway's computer systems and Tollway data, and if such failure is a material breach of this Contract may, in addition to exercising any other rights and remedies available under this Contract, terminate this Contract pursuant to Section 1.5 of this Contract.
- 6.5.3 Minimum Facility Security Standards.** In no event shall any Contractor action or inaction result in any situation that is less secure than the security maintained at the Tollway's facilities as of the Effective Date.
- 6.5.4 Security Audit.** At any time and from time to time, upon reasonable written notice, the Tollway may engage any person (that is not a competitor of Contractor in the IT markets with respect to the provision of services that are similar to the services provided pursuant to this Contract) as it may deem suitable to conduct an audit of the IT environment used to provide the Systems and Services, including security, policies and operational matters. Contractor shall cooperate with any such person in the conduct of such audit. Any such audit shall be scheduled so as to minimize the disruption of Contractor's business. If, through the audit, it is determined that Contractor is not in compliance with this Contract, Contractor shall immediately remedy such non-compliance. If there is a subsequent audit and it is determined that Contractor is continuing to be in non-compliance, Contractor shall pay for or reimburse the Tollway for the costs of the subsequent audit(s). The rights afforded to the Tollway under this Subsection 6.5.4 shall be in addition to any other rights the Tollway may have under this Contract and otherwise.
- 6.5.5 Survival.** To the extent applicable, the terms of this Section 6 shall survive the expiration or termination of this Contract.
- 6.6 PCI Compliance.** Contractor shall maintain all systems and processes, provided and maintained by Contractor pursuant to this Contract, to be compliant with Payment Card Industry Data Security Standards (otherwise known as PCI compliance) pursuant to the then current and required version of the PCI Security Standards Council's "Payment Card Industry (PCI) Data Security Standard" applicable to the Tollway at any given time. Notwithstanding the preceding sentence, the parties acknowledge that future efforts to maintain PCI compliance (beyond what was required of Contractor as of the Effective Date) may require Tollway support (i.e., future revisions that require additional provision/installation of 3rd party applications, systems or hardware, solutions requiring significant change via major changes to the PCI standard, Tollway specific solution above or beyond that generally required to make Contractor's system compliant). In such event, Contractor shall have the right to submit a proposal pursuant to the change order/extra work order process set forth in this Contract. Contractor shall be PCI compliant at the time of Go-Live and shall provide regular documentation to the Tollway regarding PCI compliance status, cooperate with any audits and reviews of compliance, and work to promptly resolve any identified compliance issues within the timeframe set by the Tollway and/or the Tollway's banking partners.

7. **TESTING, CERTIFICATION AND ACCEPTANCE:** Testing, certification and acceptance shall be performed and/or Approved in accordance with Exhibit "5".
8. **STATE OF ILLINOIS STANDARD CERTIFICATIONS:** See Group Exhibit "10".
9. **CONFLICTS OF INTEREST AND DISCLOSURES:** See Group Exhibit "10".
10. **DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN:** See Group Exhibit "10".

Exhibit 1

Contractor Price Proposal and Payment Schedule

- **Pricing Sheets (Accenture BAFO: April 9, 2013)**
- **Rate Card (Accenture BAFO: April 9, 2013)**

Sheet 1

Cost Summary

L/I	Description	Total Cost (\$)
Base System Implementation and Maintenance Costs		
1	System Implementation Costs (Sheet 2) (includes System Maintenance and Software Maintenance and Warranty Services beginning at system "Go Live" and ending after one (1) year)	\$ 10,445,536
2	Base System Maintenance (Sheet 3) (begins one (1) year after "Go Live" and ends six (6) years after notice to proceed date - roll-up of years 2-4 of Maintenance Phase)	\$ 5,299,548
3	Base Software Maintenance & Warranty Services (Sheet 4) (begins one (1) year after "Go Live" and ends six (6) years after notice to proceed date - roll-up of years 2-4 of Maintenance Phase)	\$ 2,269,649
	Subtotal	\$ 26,004,733
Estimated Equipment and Third-Party Software Components Related Costs (Required)		
4	Estimated Equipment and Third-Party Software Components Related Costs (Sheet 6) (begins at notice to proceed and ends at "Go Live")	\$ 5,637,793
5	Estimated Equipment and Third-Party Software Components Related Costs (Sheet 6) (begins at "Go Live" and ends six (6) years after notice to proceed date - roll-up of years 1-4 of Maintenance Phase)	\$ 3,354,448
	Subtotal	\$ 8,992,241
		\$ 34,996,974
Systems, Functionality and Maintenance Costs (Optional)		
6	Optional Systems and Functionality Costs (Sheet 5) (includes Implementation, System and Software Maintenance beginning at system "Go Live" and ending one (1) year later)	\$ 2,539,300
7	Optional System Maintenance and Software Maintenance and Warranty Services (Sheet 5) (begins one (1) year after "Go Live" and ends six (6) years after notice to proceed date - roll-up of years 2-4 of Maintenance Phase)	\$ -
8	Option Years Optional System Maintenance and Software Maintenance and Warranty Services (Sheet 5) (begins at the end of the base contract period and continues for four (4) years)	\$ -
	Subtotal	\$ 2,539,300
Estimated Equipment and Third-Party Software Components Related Costs (Optional)		
9	Optional Estimated Equipment and Third-Party Software Components Related Costs (Sheet 6) (begins at notice to proceed and ends at "Go Live")	\$ 2,007,326
10	Optional Estimated Equipment and Third-Party Software Components Related Costs (Sheet 6) (begins at "Go Live" and ends eight (8) years after notice to proceed date - roll-up of years 1-4 of Maintenance Phase)	\$ 1,537,951
11	Option Years Optional Estimated Equipment and Third-Party Software Components Related Costs (Sheet 6) (begins at the end of the base contract period and continues for four (4) years)	\$ 1,778,005
	Subtotal	\$ 5,323,282
		\$ 7,862,582
Option Years Costs		
12	Option Years System Maintenance (Sheet 3) (begins at the end of the base contract period and continues for four (4) years)	\$ 7,963,457
13	Option Years Software Maintenance & Warranty Services (Sheet 4) (begins at the end of the base contract period and continues for four (4) years)	\$ 3,365,865
14	Option Years Estimated Equipment and Third-Party Software Components Related Costs (Sheet 6) (begins at the end of the base contract period and continues for four (4) years)	\$ 3,741,397
	Subtotal	\$ 15,070,719
		\$ 57,930,275

Fifty Seven Million, Nine Hundred Thirty Thousand, Two Hundred Seventy Five

Dollars

Official Signature

J. Bryan Wood, Managing Director, 181 N. Clark Street, Chicago, IL 60601

Date

4/9/13

Sheet 2
System Implementation Costs Summary

Item #	Description	Unit	Total Cost (\$)
Base System Costs			
1	Project Management (Schedule, Meetings, Plans and Documentation)	LS	\$ 2,415,275
2	Development of General Project Plans	LS	\$ -
3	Hardware, Network and Infrastructure Architecture (Design, Plans and Documentation)	LS	\$ 585,174
4	Software System Architecture (Design, Plans and Documentation)	LS	\$ 2,811,454
5	Software Development (Mobilization, Integration, Internal Testing, Plans and Documentation)	LS	\$ -
6	Software Development (Configuration)	LS	\$ 3,824,930
7	Software Development (Modification)	LS	\$ -
8	Software Development (New)	LS	\$ 1,660,091
9	Formal Testing (Plans, Documentation and Execution)	LS	\$ 741,947
10	Data Migration (Cleansing, Plans and Documentation)	LS	\$ 1,057,005
11	Manuals (All User, Maintenance and Administration)	LS	\$ -
12	Training (Manuals, Materials and Delivery)	LS	\$ 706,059
13	Help Desk Mobilization	LS	\$ 53,168
14	System Mobilization, Installation, Transition and "Go Live"	LS	\$ 1,213,683
15	Insurance and Bonding Implementation Period	LS	\$ 49,783
16	System Maintenance (from sheet 3) (First year after "Go-Live")	LS	\$ 2,359,794
17	Software Maintenance and Warranty Services (from sheet 4) (First year after "Go-Live")	LS	\$ 957,173
Total Base System Cost			\$ 18,445,536
Estimated Equipment and Third-Party Software Components Related Costs			
18	Estimated Implementation Equipment and Third-Party Software Components Related Costs (Sheet 6)	LS	\$ 5,637,793
Total Estimated Equipment and Third-Party Software Components Related Cost			\$ 5,637,793
Total Base System and Estimated Cost			\$ 24,083,330
Optional Incremental Costs			
19	Optional Incremental Implementation Costs (from sheet 5a)	LS	\$ 2,539,300
20	Optional Incremental System Maintenance (from sheet 5a) (First year after "Go-Live")	LS	\$ -
21	Optional Incremental Software Maintenance and Warranty (from sheet 5a) (First year after "Go-Live")	LS	\$ -
22	Optional Estimated Implementation Equipment and Third-Party Software Components Related Costs (from Sheet 6)	LS	\$ 2,007,326
Total Optional Incremental Cost			\$ 4,546,626
TOTAL BASE SYSTEM, ESTIMATED EQUIPMENT AND THIRD-PARTY SOFTWARE COMPONENTS, AND OPTIONAL INCREMENTAL COSTS			\$ 28,629,956

Twenty Eight Million, Six Hundred Twenty Nine Thousand, Nine Hundred Fifty Six Dollars

 Officer Signature
 J. Bryan Nick, Managing Director, 181 N. Clark Street, Chicago, IL 60601

4/9/13
 Date

Base & Option Years System Maintenance Cost Schedule Summary

Item #	Description	Total Annual Cost (\$)
Base System Maintenance Costs		
1	Year 1 of Maintenance Phase	\$ 2,359,794
2	Year 2 of Maintenance Phase	\$ 1,760,488
3	Year 3 of Maintenance Phase	\$ 1,744,064
4	Year 4 of Maintenance Phase	\$ 1,794,996
Total Base Contract Cost Years 1-4 including Go-Live through System Acceptance		\$ 7,659,341
Option Years System Maintenance Costs		
5	Option Year 5 of Maintenance Phase	\$ 1,860,259
6	Option Year 6 of Maintenance Phase	\$ 1,944,364
7	Option Year 7 of Maintenance Phase	\$ 2,032,855
8	Option Year 8 of Maintenance Phase	\$ 2,125,979
Total Option Cost Years 5-8		\$ 7,963,457
Grand Total Base and Option Years Cost (Years 2-8)		\$ 13,263,005

See Note #1

See Note #1 and #2

Note 1: Total carried forward to Sheet 2 - System Cost Summary. Not included in the total of Sheet 3.

Note 2: Maintenance period shall not exceed 8 years from Notice to Proceed (NTP)

Thirteen Million, Two Hundred Sixty Three Thousand, Five

Dollars

[Redacted Signature]

4/9/13

Officer Signature

Date

J. Bryan Nicol, Managing Director, 161 N. Clark Street, Chicago, IL 60601.

[Redacted Signature]

Sheet 4

Base and Option Years Software Maintenance and Warranty Services Cost Schedule Summary

Item #	Description	Total Annual Cost (\$)
Base Software Maintenance & Warranty Services Costs		
1	Year 1 of Maintenance Phase	\$ 967,173
2	Year 2 of Maintenance Phase	\$ 784,892
3	Year 3 of Maintenance Phase	\$ 740,916
4	Year 4 of Maintenance Phase	\$ 733,841
Total Base Contract Cost Years 1-4		\$ 3,226,822
Option Years Software Maintenance & Warranty Services Costs		
5	Option Year 5 of Maintenance Phase	\$ 771,097
6	Option Year 6 of Maintenance Phase	\$ 816,200
7	Option Year 7 of Maintenance Phase	\$ 863,978
8	Option Year 8 of Maintenance Phase	\$ 914,590
Total Option Cost Years 5-8		\$ 3,365,865
Grand Total Base and Option Years Cost (Years 2 -8)		\$ 5,625,514

See Note #1

See Note #1 and #2

Note 1: Year One Total carried forward to Sheet 2 - System Cost Summary. Not included in the total of Sheet 4.

Note 2: Maintenance cannot exceed 8 years from Notice to Proceed (NTP)

Five Million, Six Hundred Twenty Five Thousand, Five Hundred Fourteen Dollars



4/9/13

Officer Signature
J. Bryan Nicol, Managing Director, 161 N. Clark Street, Chicago, IL 60601,

Date



Sheet 5

Optional Incremental Costs
Incremental Increase to System Implementation, System Maintenance and Software
Maintenance and Warranty Services Costs Related to Optional Systems and Equipment
Summary

Item #	Description	Total Annual Cost (\$)	
Optional Incremental Costs			
1	Implementation	\$ 2,539,300	See Note #1
2	Year 1 of Maintenance Phase	\$ -	See Note #1
3	Year 2 of Maintenance Phase	\$ -	
4	Year 3 of Maintenance Phase	\$ -	
5	Year 4 of Maintenance Phase	\$ -	
	Total Optional Incremental Costs Years 1-4 (including Implementation)	\$ 2,539,300	
Option Years - Optional Incremental Costs			
6	Option Year 5 of Maintenance Phase	\$ -	
7	Option Year 6 of Maintenance Phase	\$ -	
8	Option Year 7 of Maintenance Phase	\$ -	
9	Option Year 8 of Maintenance Phase	\$ -	
	Total Optional Incremental Costs Years 5-8	\$ -	
	Grand Total Optional Incremental Costs (Years 2 -8)	\$ -	See Note #1 and #2

Note 1: Implementation and Year One Total carried forward to Sheet 2 - System Cost Summary. Not included in the total of Sheet 5.

Note 2: Maintenance cannot exceed 8 years from Notice to Proceed (NTP)

Two Million, Five Hundred Thirty Nine Thousand, Three Hundred Dollars



4/9/13

Officer Signature

Date

J. Bryan Nicol, Managing Director, 161 N. Clark Street, Chicago, IL 60601



Estimated Base and Option Years Equipment and Third-Party Software Components Related Costs (Required) Summary

Item #	Description	Total Annual Cost (\$)
Base Equipment and Third-Party Software Components Related Costs		
1	Implementation	\$ 5,637,793
2	Year 1 of Maintenance Phase	\$ 1,075,737
3	Year 2 of Maintenance Phase	\$ 1,053,502
4	Year 3 of Maintenance Phase	\$ 537,245
5	Year 4 of Maintenance Phase	\$ 687,963
Total Base Contract Costs Years 1-4 (including Implementation)		\$ 8,992,241
Option Years Equipment and Third-Party Software Components Related Costs		
6	Option Year 5 of Maintenance Phase	\$ 946,803
7	Option Year 6 of Maintenance Phase	\$ 885,376
8	Option Year 7 of Maintenance Phase	\$ 942,170
9	Option Year 8 of Maintenance Phase	\$ 987,048
Total Option Years Cost Years 5-8		\$ 3,741,397
Grand Total Base and Option Years Costs (Years 1-8 not including Implementation)		\$ 7,095,844

See Note #1

See Note #2

**Optional Incremental Costs
Incremental Increase to Estimated Equipment and Third-Party Software Components Related Costs related to Optional Systems and Equipment Summary**

Item #	Description	Total Annual Cost (\$)
Optional Incremental Costs		
1	Implementation	\$ 2,007,326
2	Year 1 of Maintenance Phase	\$ 531,204
3	Year 2 of Maintenance Phase	\$ 341,118
4	Year 3 of Maintenance Phase	\$ 348,130
5	Year 4 of Maintenance Phase	\$ 317,500
Total Optional Incremental Costs Years 1-4 (including Implementation)		\$ 3,545,277
Option Years - Optional Incremental Costs		
6	Option Year 5 of Maintenance Phase	\$ 670,302
7	Option Year 6 of Maintenance Phase	\$ 349,413
8	Option Year 7 of Maintenance Phase	\$ 387,259
9	Option Year 8 of Maintenance Phase	\$ 391,031
Total Optional Incremental Costs Years 5-8		\$ 1,778,005
Grand Total Optional Incremental Costs (Years 1-8 not including Implementation)		\$ 3,315,956

See Note #2

Note 1: Implementation Total carried forward to Sheet 2 - System Cost Summary. Not included in the total of Sheet 6.
 Note 2: Maintenance cannot exceed 8 years from Notice to Proceed (NTP).

Three Million, Three Hundred Fifty Thousand, Nine Hundred Fifty Dollars

Dollars

Officer Signature

Date

J. Evan Reed, Managing Director, 161 N. Clark Street, Chicago, IL 60601

4/9/13

Exhibit 5 - Accenture BAFO Response, April 9, 2013

Accenture Rate Card for Illinois Tollway

USA	Philippines	Portugal
Rate	Rate	Rate
Development and Testing		
Jr. Developer/Tester	\$ 24.00	\$ 48.00
Developer/Tester	\$ 32.00	\$ 64.00
Sr. Developer/Tester	\$ 40.00	\$ 74.00
Technical Specialist	\$ 45.00	\$ 79.00
Sr. Technical Specialist	\$ 50.00	\$ 88.00
Functional and Technical Analysis and Design		
Functional/Technical Analyst	\$ 43.00	\$ 80.00
Functional/Technical Consultant	\$ 61.00	\$ 108.00
IT Workstream Lead	\$ 69.00	\$ 127.00
Sr. Workstream Lead	\$ 77.00	\$ 154.00
Management and Architecture		
Solution Architect	\$ 81.00	\$ 182.00
Delivery Executive/Program Director	\$ 99.00	\$ 231.00

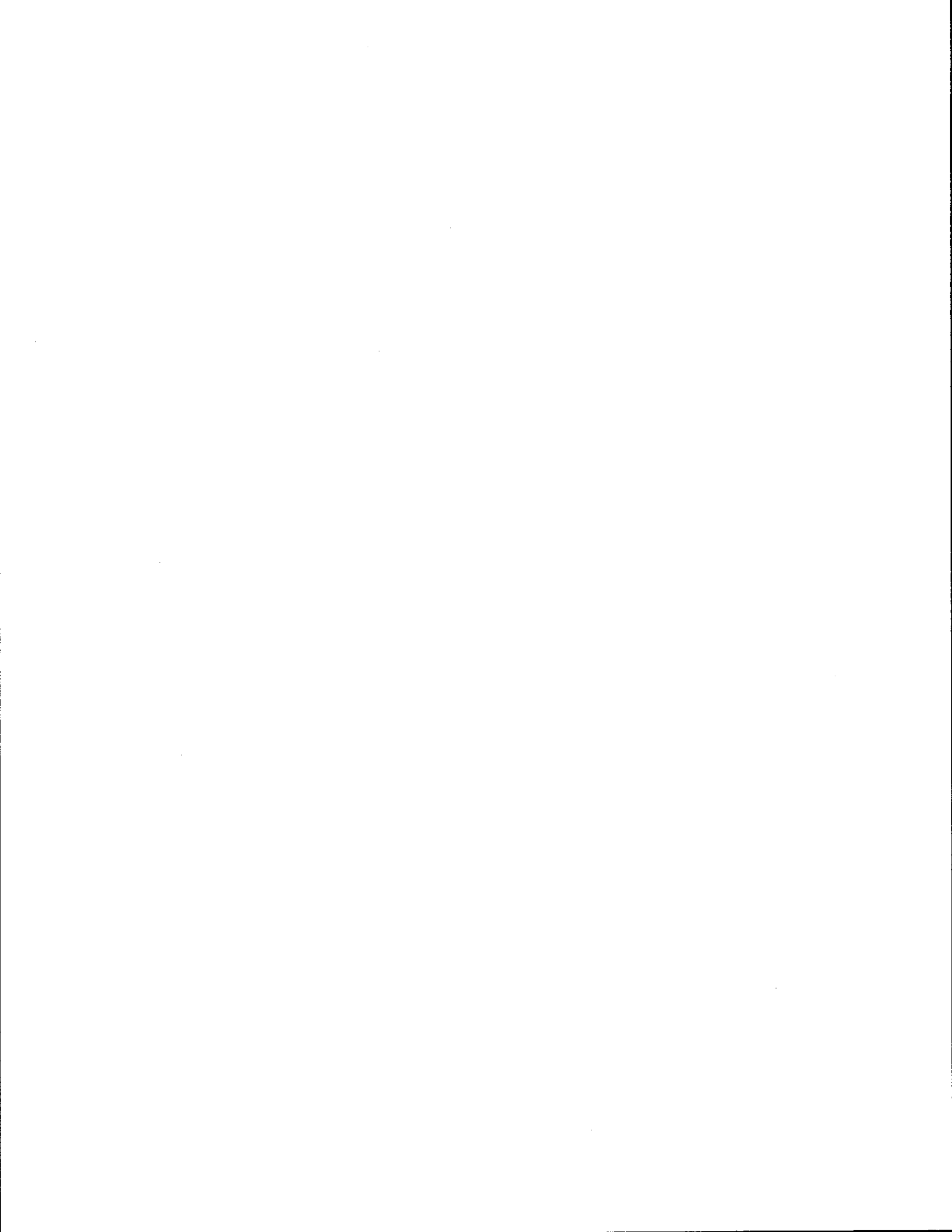


Exhibit 2

**Confidentiality and
Non-Disclosure Agreement**

**Confidentiality Agreement pertaining to the Provision of
Customer Service Center and Violation Processing System Contract Services
Contract No. 12-0163**

I, _____, as an employee of _____, have been retained to provide services in connection with the Customer Service Center and Violation Processing System Contract No. 12-0163 ("Contract") by and between the Illinois State Toll Highway Authority ("Tollway") and Accenture. In this capacity, and as a member of the Accenture team, I understand:

1. That I may be in possession of and have access to confidential information and documentation pertaining to the Tollway's project. Included within this description is not only information and documentation provided directly by the Tollway, but other information and documentation relating to the Tollway's operations, processes and data information.
2. That I have reviewed and have a full understanding of the confidentiality provisions of the Contract.
3. That in the performance of my duties I will abide by the terms and conditions set forth in the confidentiality provisions of the Contract as to all information and documentation that I may be in possession of and/or have access to.
4. That in addition to signing this Confidentiality Agreement, I may be required to sign and abide by the terms and conditions of the Tollway Customer Service Credit Card Privacy Procedures, similar to or in substantial conformity to the form which is attached hereto as Exhibit "A".
5. That upon the completion of services for the Tollway I will return to the Tollway any and all confidential information that may have been in my possession or that I may have had access to during the performance of my duties, all in accordance with the confidentiality terms and conditions of the Contract.

Therefore, I pledge my cooperation and commitment to preserving the confidentiality of the documents and information I become possessed of or have access to.

Signature

Title

Date

EXHIBIT "A"

Illinois Tollway Customer Service Credit Card Privacy Procedures

The following procedures will be followed by the Tollway to ensure the security of its customers' credit card account information.

- 1) Credit card information that is received in person (walk-in):
 - a) The credit card will be taken from the cardholder only when a payment is ready to be processed.
 - b) The credit card information will be immediately entered into the system and the card will be immediately returned to the cardholder.
 - c) The credit card information will never be written down or read aloud by anyone.
 - d) The credit card information will never be left in plain view of other employees or customers.
- 2) Credit card information that is received over the phone:
 - a) The credit card information should be input directly into the system for processing.
 - b) The credit card information should never be read back to a customer. Once the information has been input into the system, the CSR will ask the cardholder to repeat the card information for confirmation. (CSRs should be prepared to explain that this process of verifying the information by the cardholder is to protect the cardholder's credit card information.)
 - c) The credit card information should never be written down unless extenuating circumstances so require (i.e., system conversion, system unavailable, etc.) and you are directed by your supervisor to do so.
 - i) Hardcopy documents with credit card information should be stored in a locked/secured location until disposal.
 - ii) Disposal of this information will be via shredding of the hardcopy documents by staff members authorized to view credit card information.
 - d) Recorded customer service calls will not be e-mailed as they may contain credit card information.
- 3) Credit card information that is received by fax:
 - a) Requests to fax credit card information should be directed to a fax machine that is not centrally located and that is only accessible to staff members authorized to view credit card information.
 - b) Faxed documents with credit card information should be stored in a locked/secured location until disposal. Disposal of this information will be via shredding of the hardcopy documents by staff members authorized to view credit card information.
 - c) Security codes from the back of credit cards should never be requested via fax. If the security code is included on the fax, the code should be destroyed or removed immediately following credit card processing.
- 4) Credit card information received by e-mail:
 - a) Requests to e-mail credit card information will be denied.
 - b) If credit card information is received via e-mail the following procedure should be followed:
 - i) Before responding to the email remove all credit card information from the email.
 - ii) Reply to sender advising not to send credit information via e-mail ("For your security, in the future please do not send credit card information via e-mail as the Tollway cannot ensure this information will remain confidential when sent via regular email systems.")
 - iii) Permanently delete e-mail immediately after response.
- 5) Hardcopy credit card information may be received from the following sources:
 - a) I-Pass applications
 - b) Mail-in payments for IPASS and violations
 - c) Risk management payments
 - d) Insufficient payments
 - e) Special circumstances (i.e credits for duplicate billing). These items should only be obtained and handled by a staff member authorized to view credit card information.

- 6) Storing documents that contain credit card information:
 - a) Absolutely no credit card information should be stored in an individual's computer, floppy disk, usb drive, CD or other electronic format unless encrypted using an Illinois Tollway authorized encryption method.
 - b) Credit card information that must be stored will be stored in accordance with the State of Illinois' Retention Policy
 - c) Any hardcopy credit card information should be stored in a locked/secured cabinet. Access to these cabinets should be restricted to staff members authorized to view credit card information.
 - d) Documents containing credit card information will not be scanned for copying, storing, etc.

- 7) Disposal of hardcopy credit card information:
 - a) Disposal should be done through shredding only, including off-site facility disposal.
 - b) Shredding should be performed by a staff member that is authorized to view credit card information.

Any violation of these procedures should be brought immediately to the attention of a supervisor, manager, or department chief and may result in discipline up to and including termination in accordance with the Tollway Personnel Policy and Procedure Manual.

ACKNOWLEDGEMENT, DISCLAIMER AND RECEIPT

I, _____ acknowledge that I have received
 (PLEASE PRINT NAME)
 a copy of the Customer Service Credit Card Privacy Procedures for the Illinois State Toll
 Highway Authority.

I understand that these procedures may be amended or rescinded by the Tollway as
 business operations require.

I acknowledge that it is my responsibility to read and understand the contents of these
 procedures, and that if I violate these or any similar types of security or privacy information of a
 customer I may be subject to discipline, up to and including termination.

 Signature

 Job Title

 Date

 Location

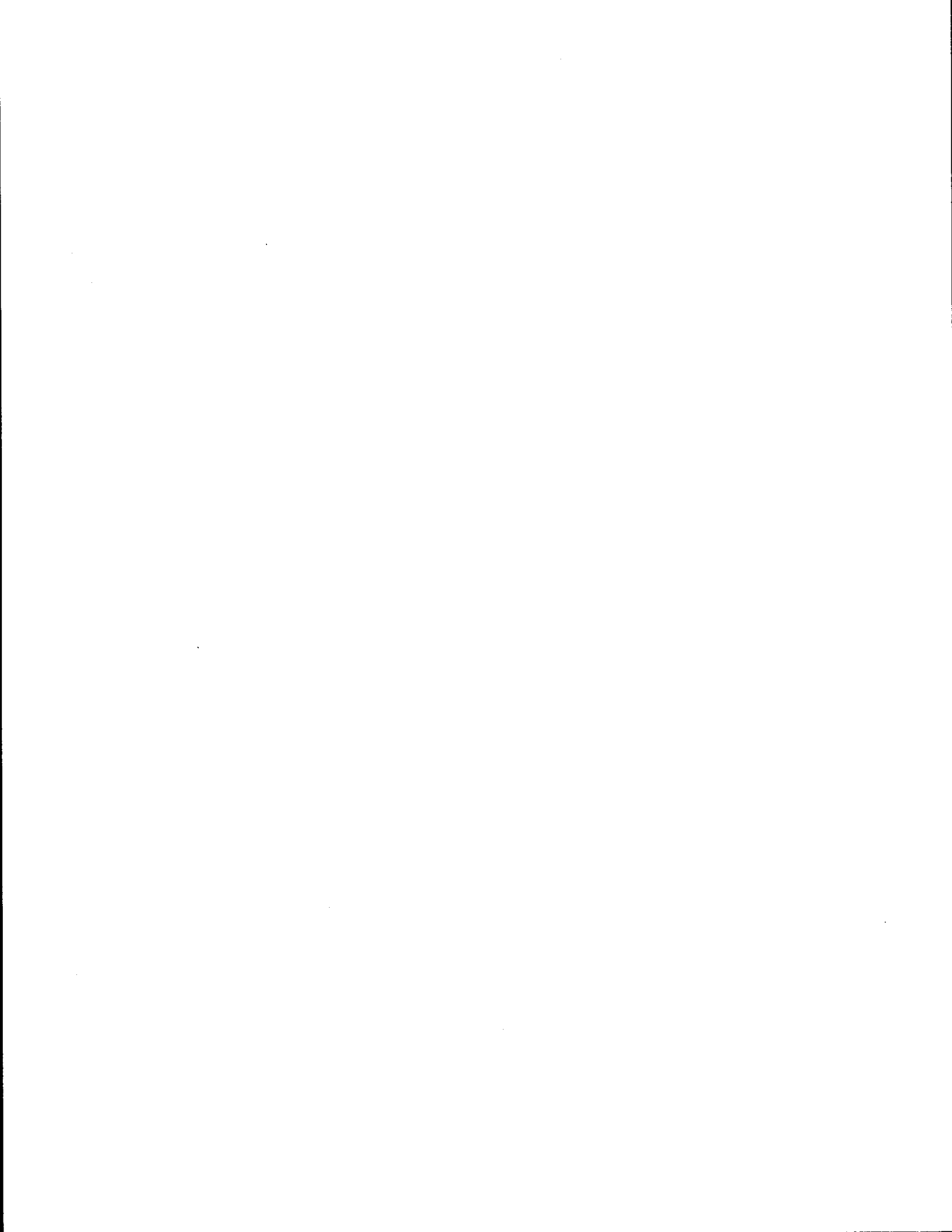


Exhibit 3

Standard Subcontractor Certifications

- **Form 4-16 Standard Certifications, and Certificate of Registration (Accenture Proposal: January 10, 2013)**

4-16 Standard Certifications

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1.15.8, 20-43.

6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing

collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State. 30 ILCS 500/50-10.5e.
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.

17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
18. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
19. Drug Free Workplace
 - 19.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 19.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
23. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
24. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.
26. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
27. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
28. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.

29. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

Certificate of Registration



Registration No. 15306

Accenture LLP

161 North Clark Street

Chicago IL 60601

Information for this business last updated on:

Wednesday, November 14, 2012

Certificate produced on Monday, November 19, 2012 at 10:51 AM



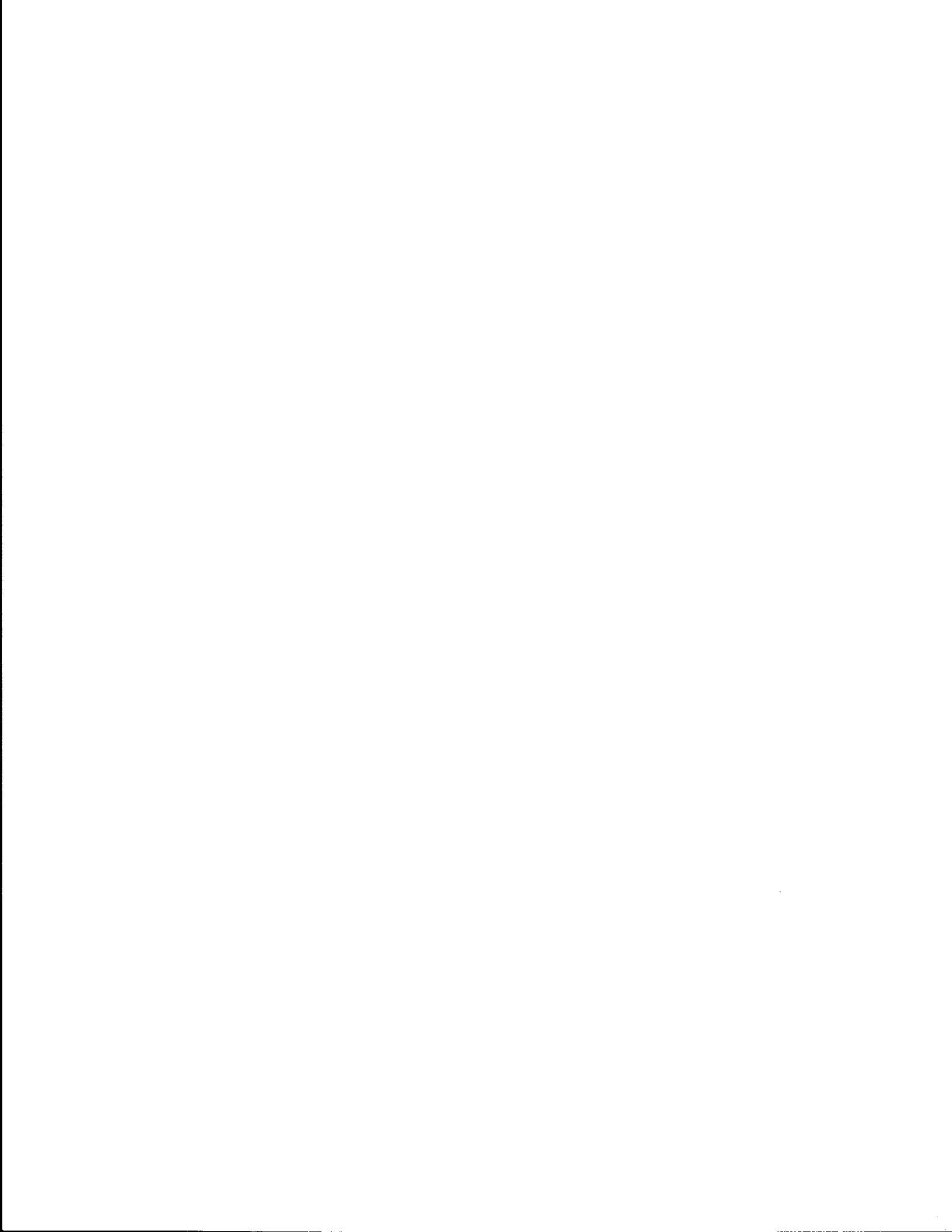


Exhibit 4

Installation and Commissioning Plan

(To be developed by Contractor during Implementation Phase)

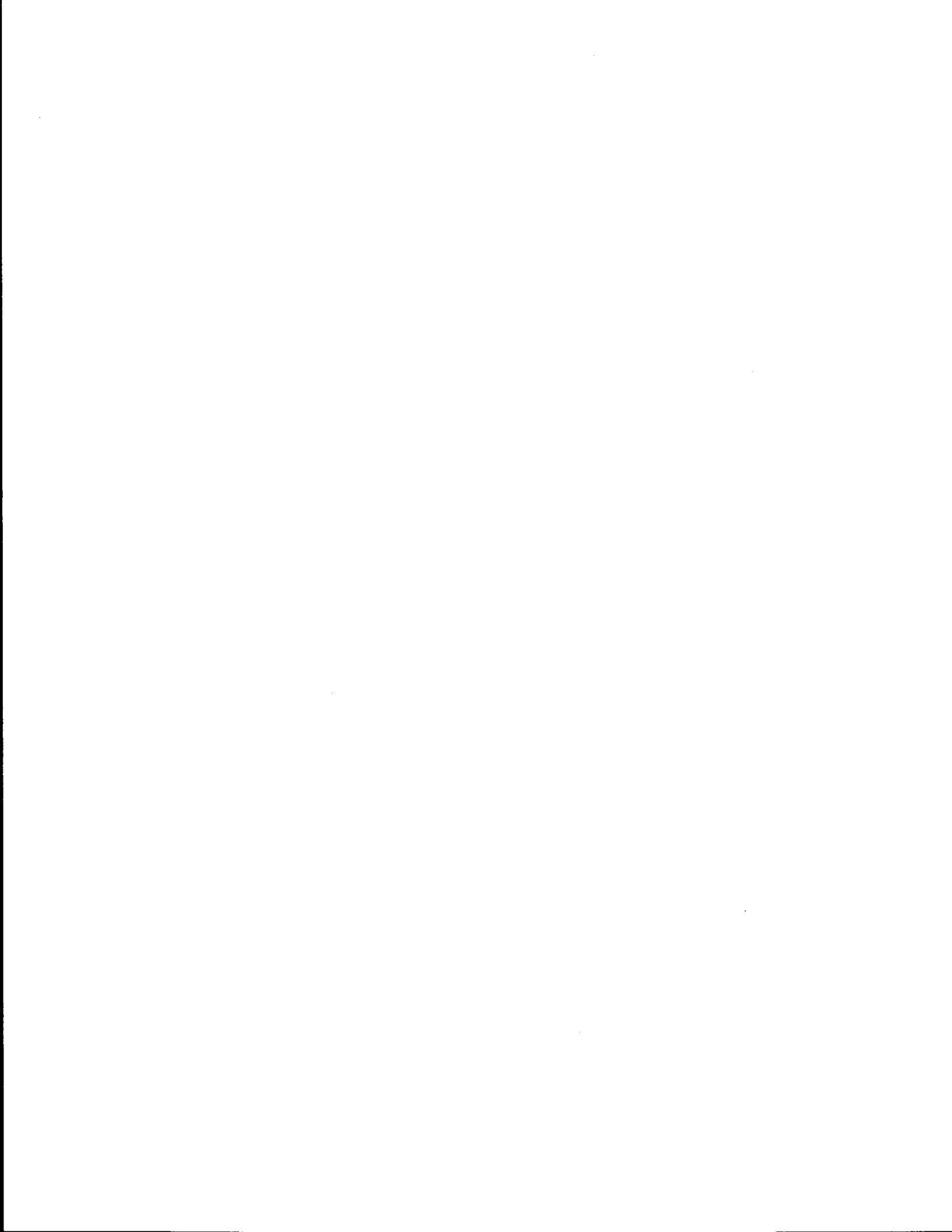
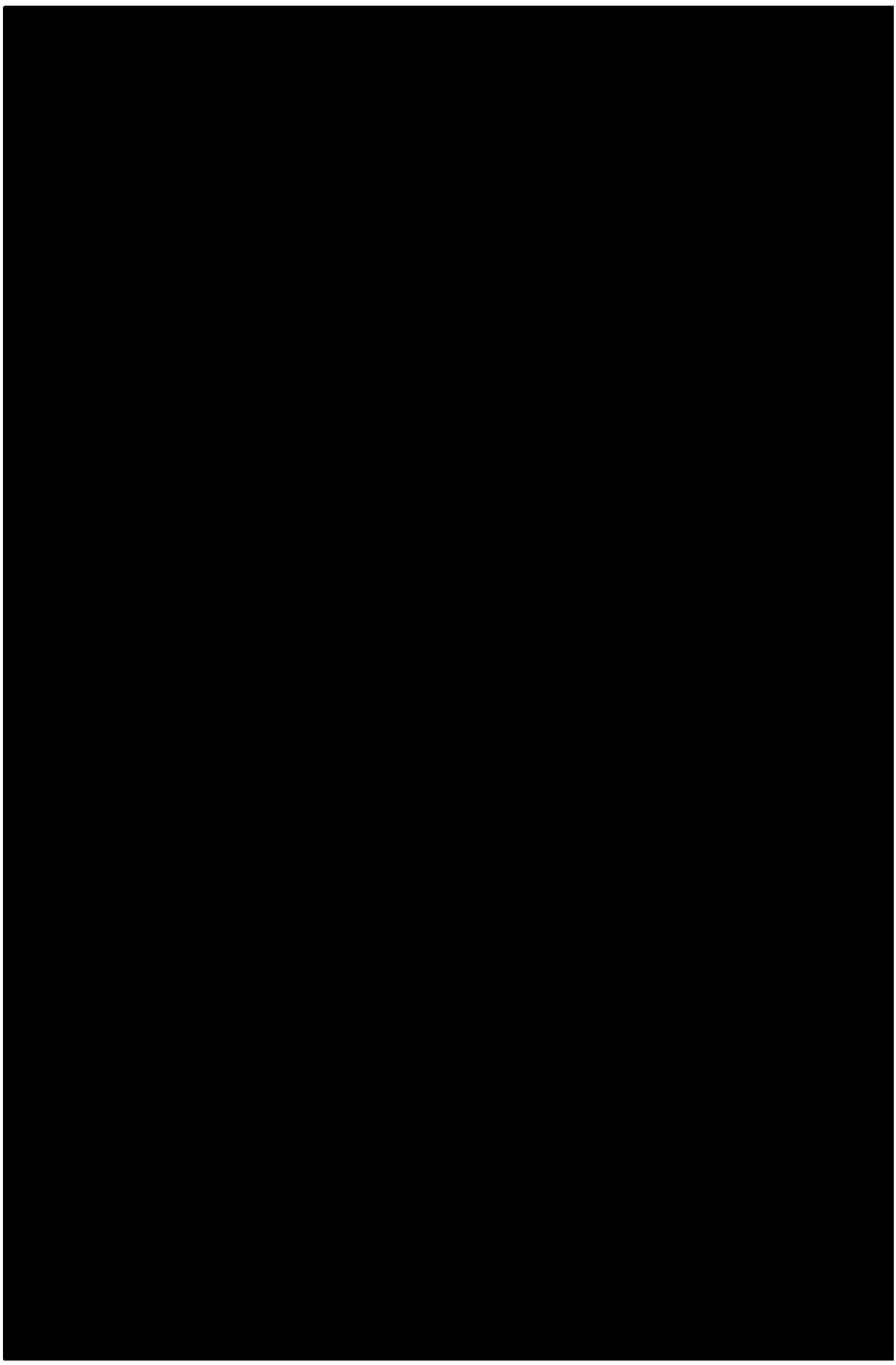
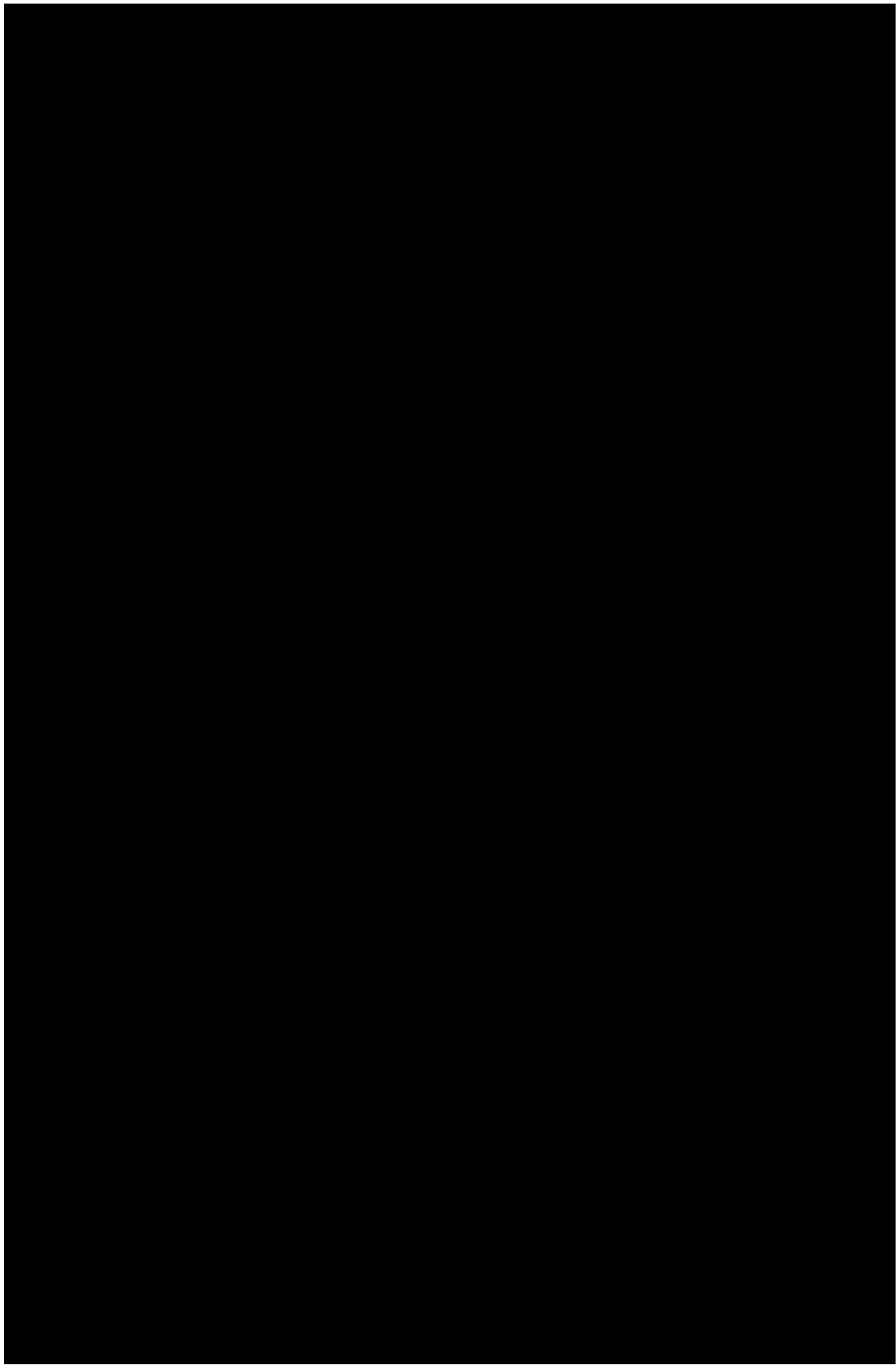


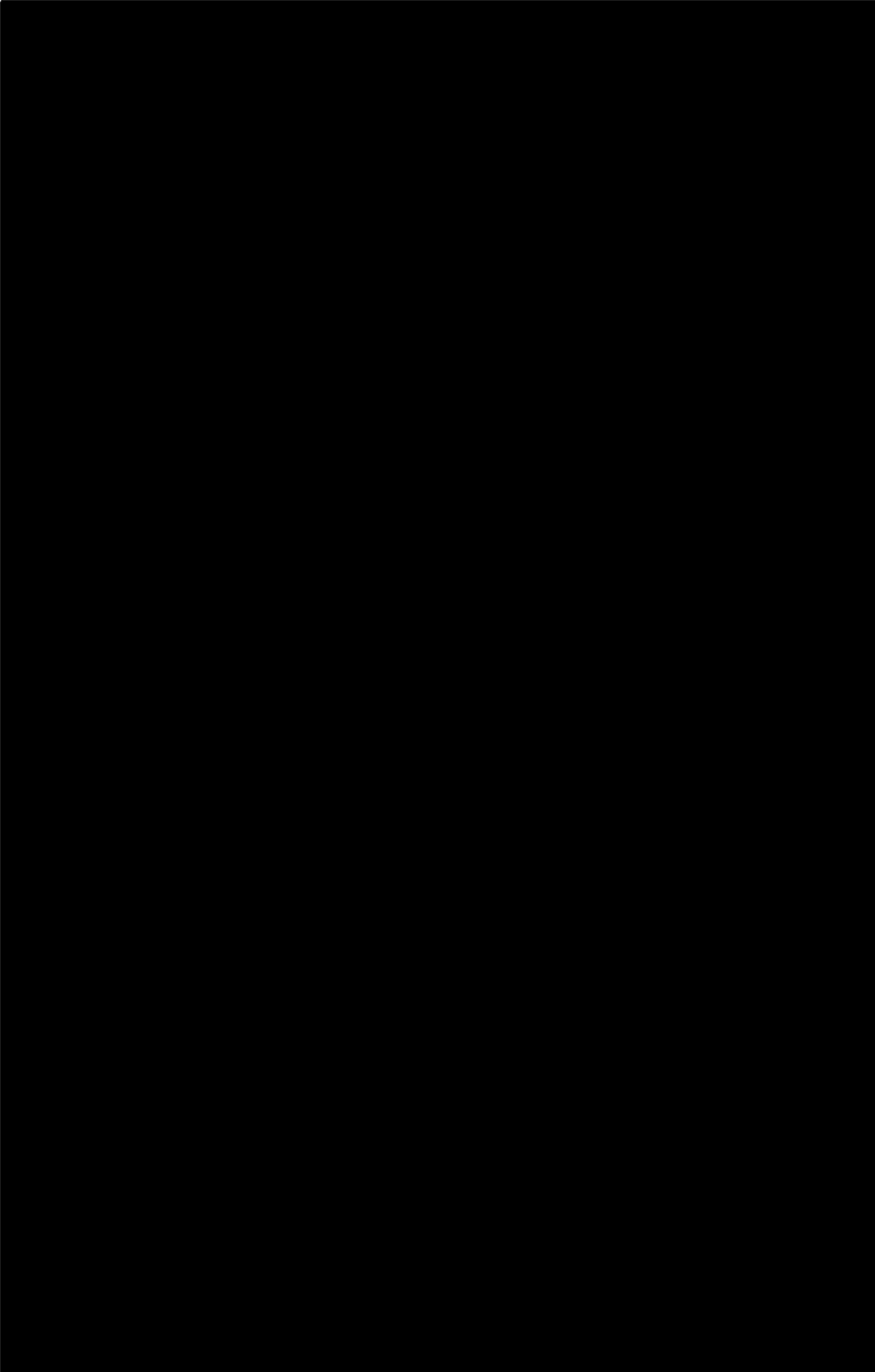
Exhibit 5

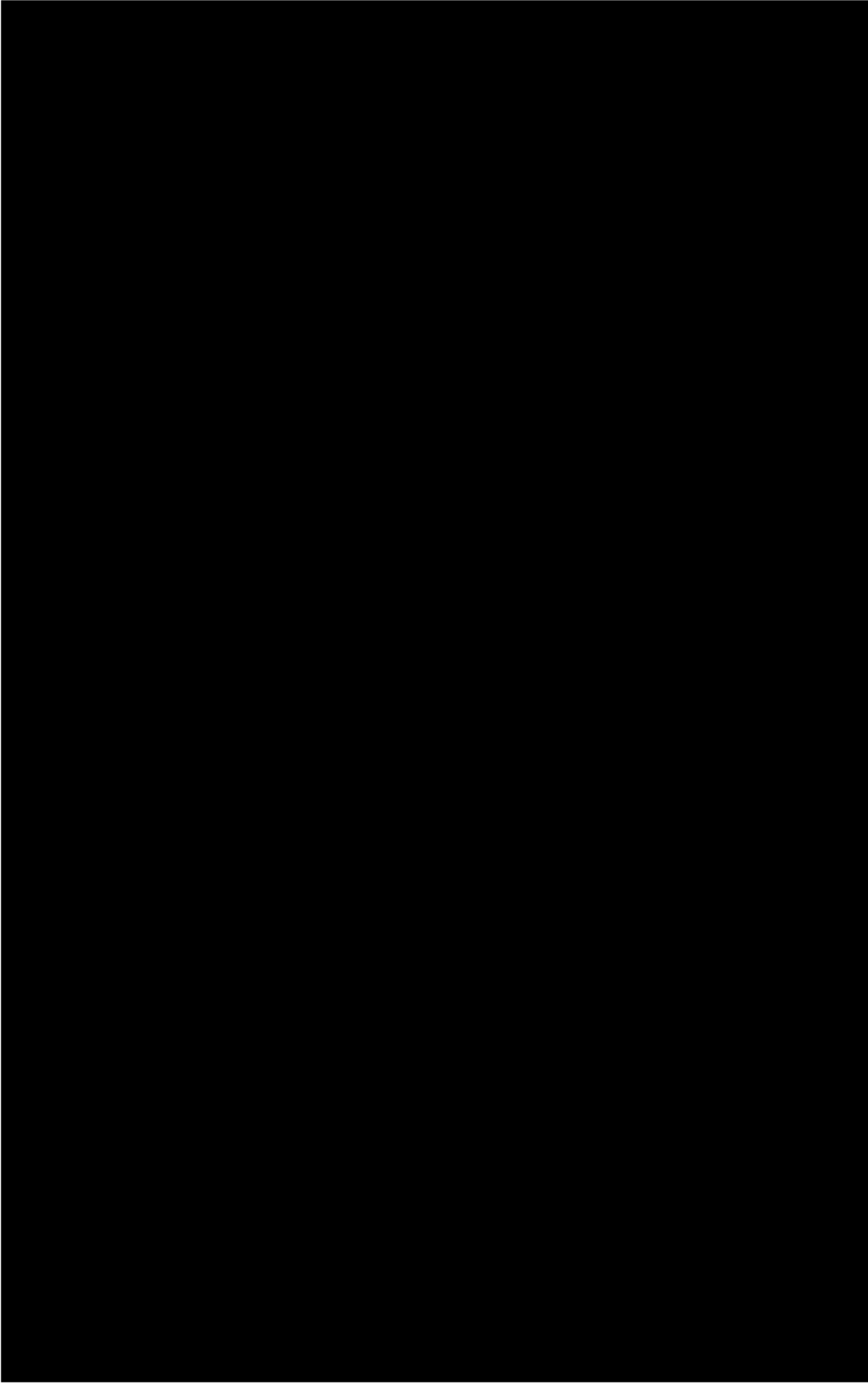
Project Requirements

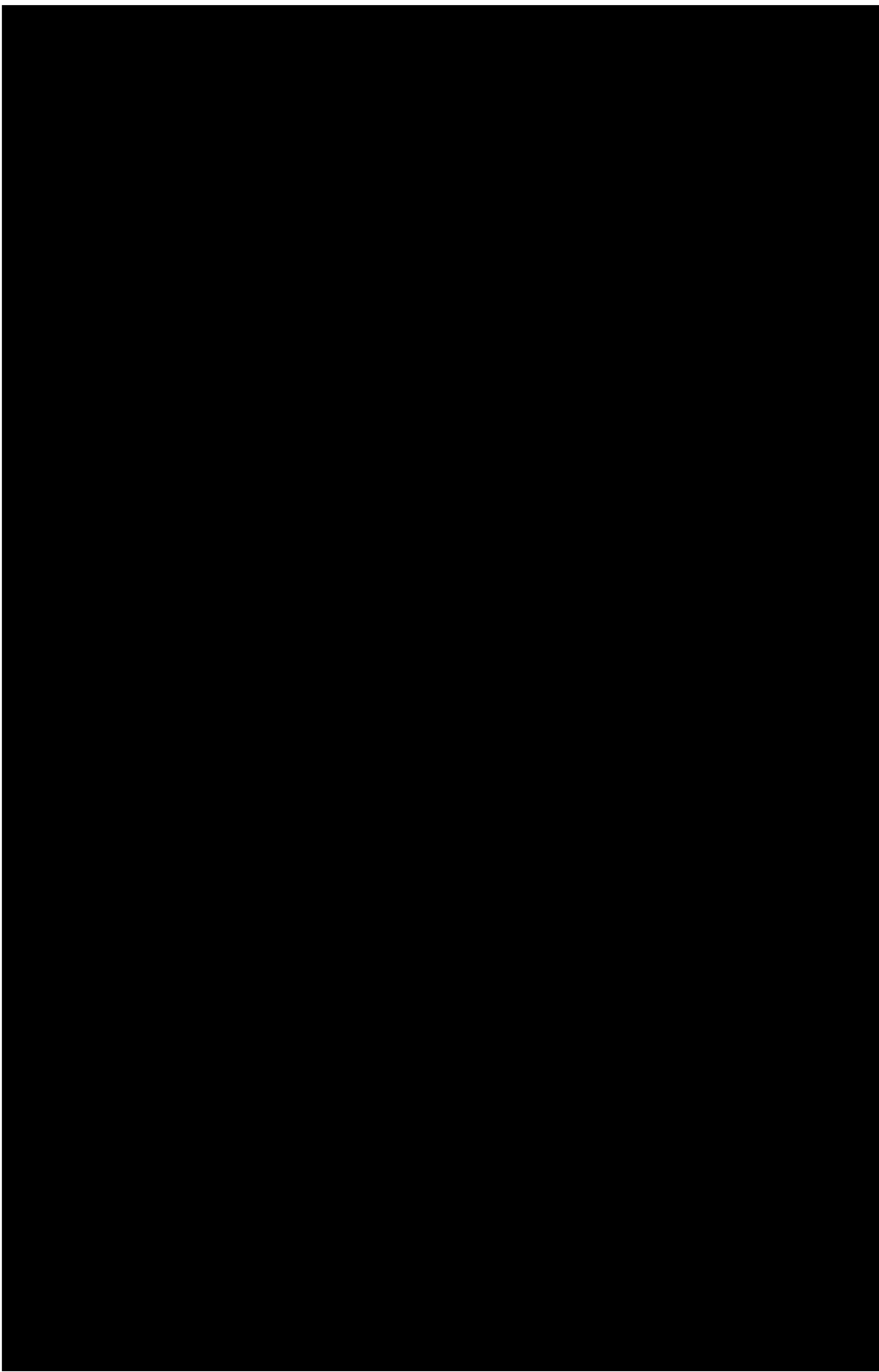
- **Functional Requirements (Conformed Specifications, September 5, 2013)**
 - **Technical Requirements (Conformed Specifications, September 13, 2013)**
-

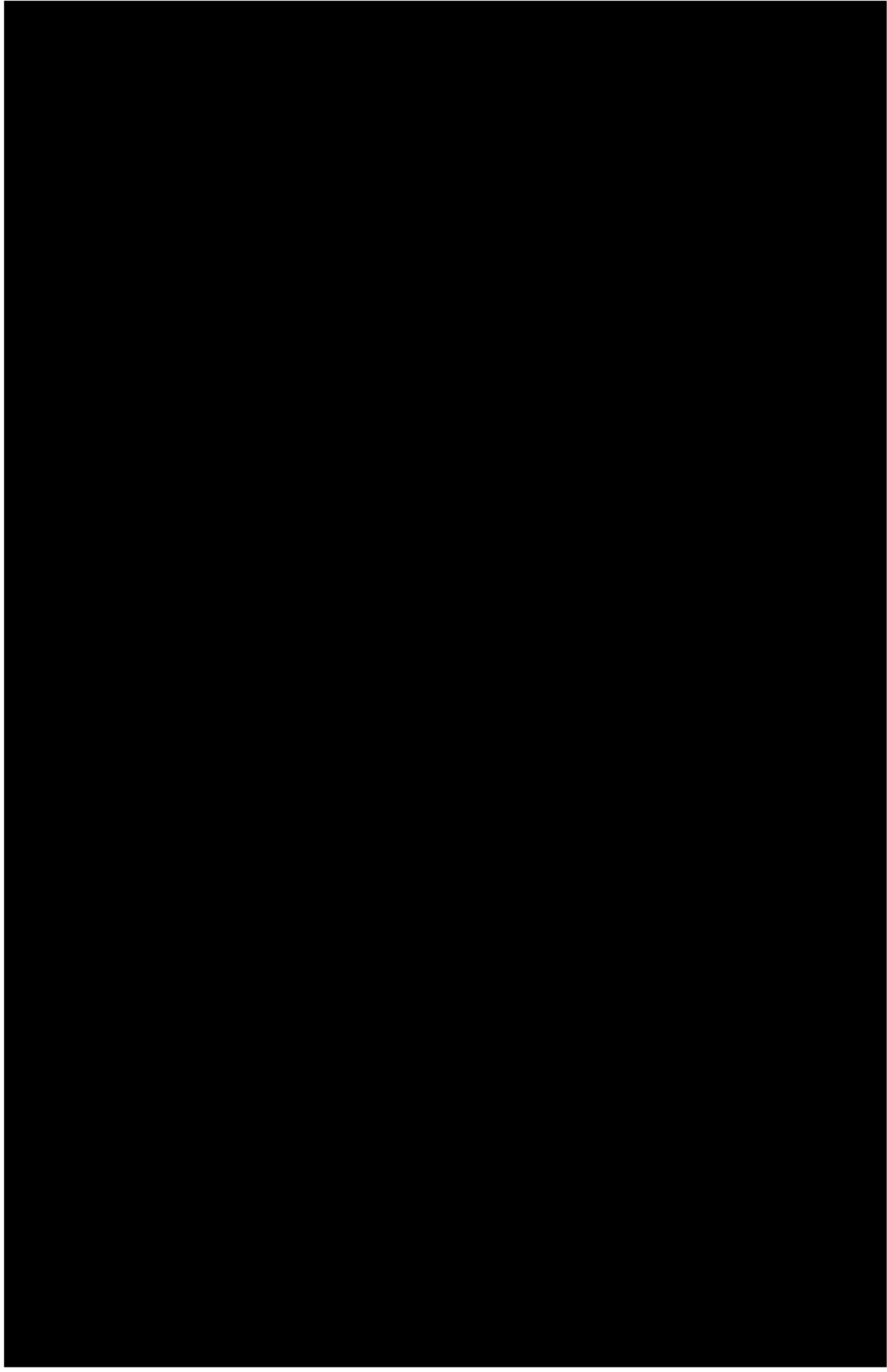


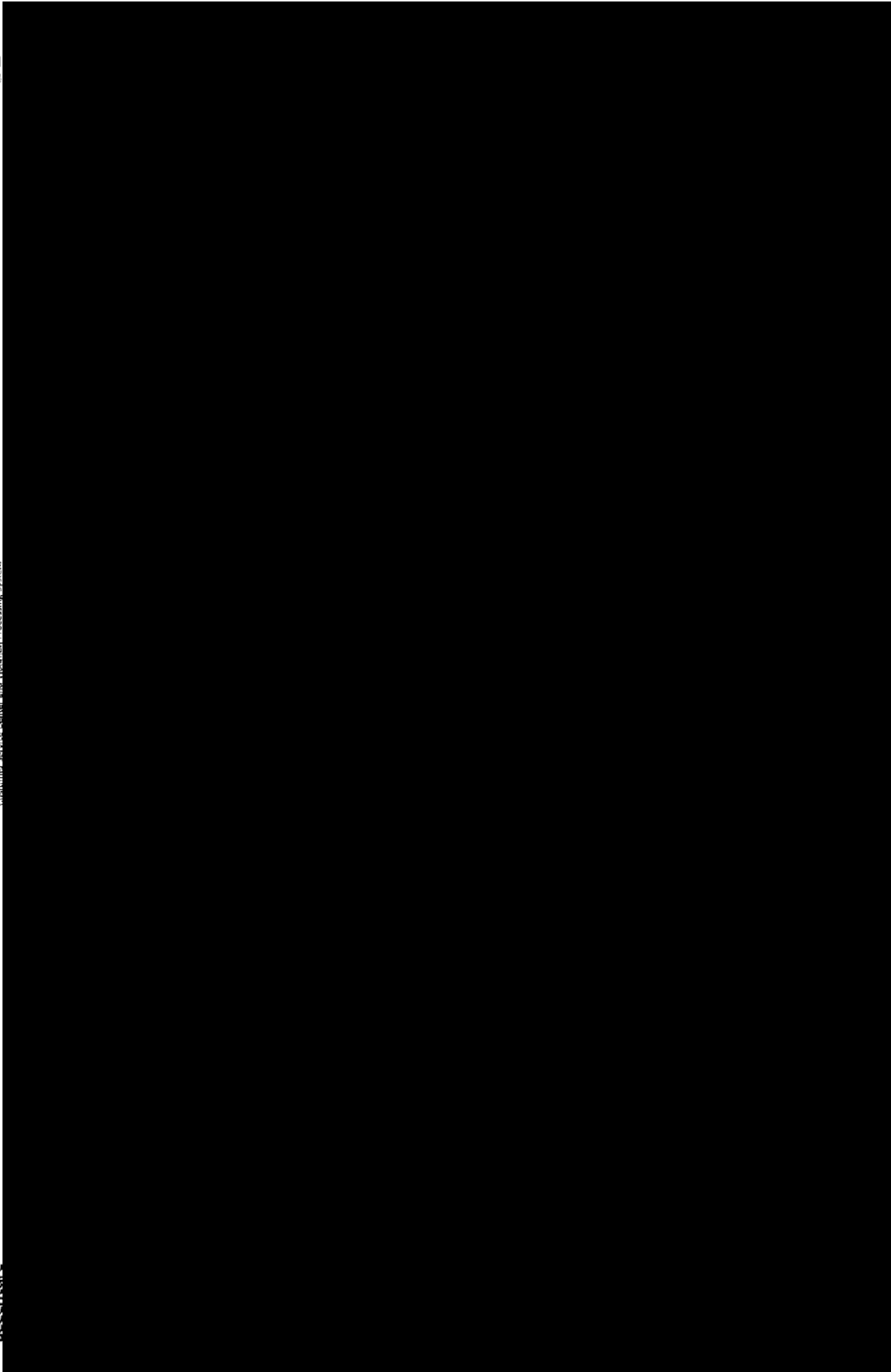


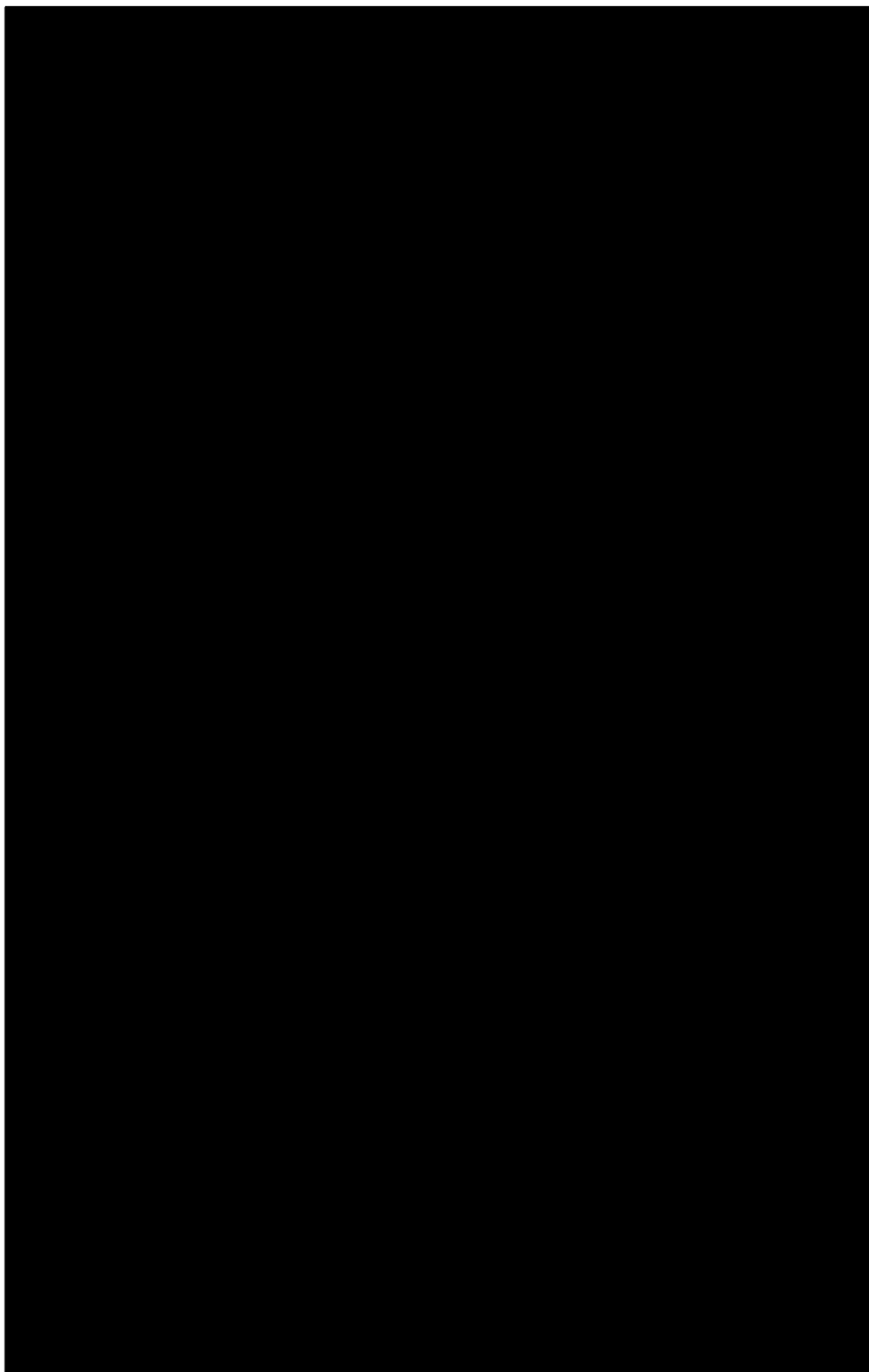


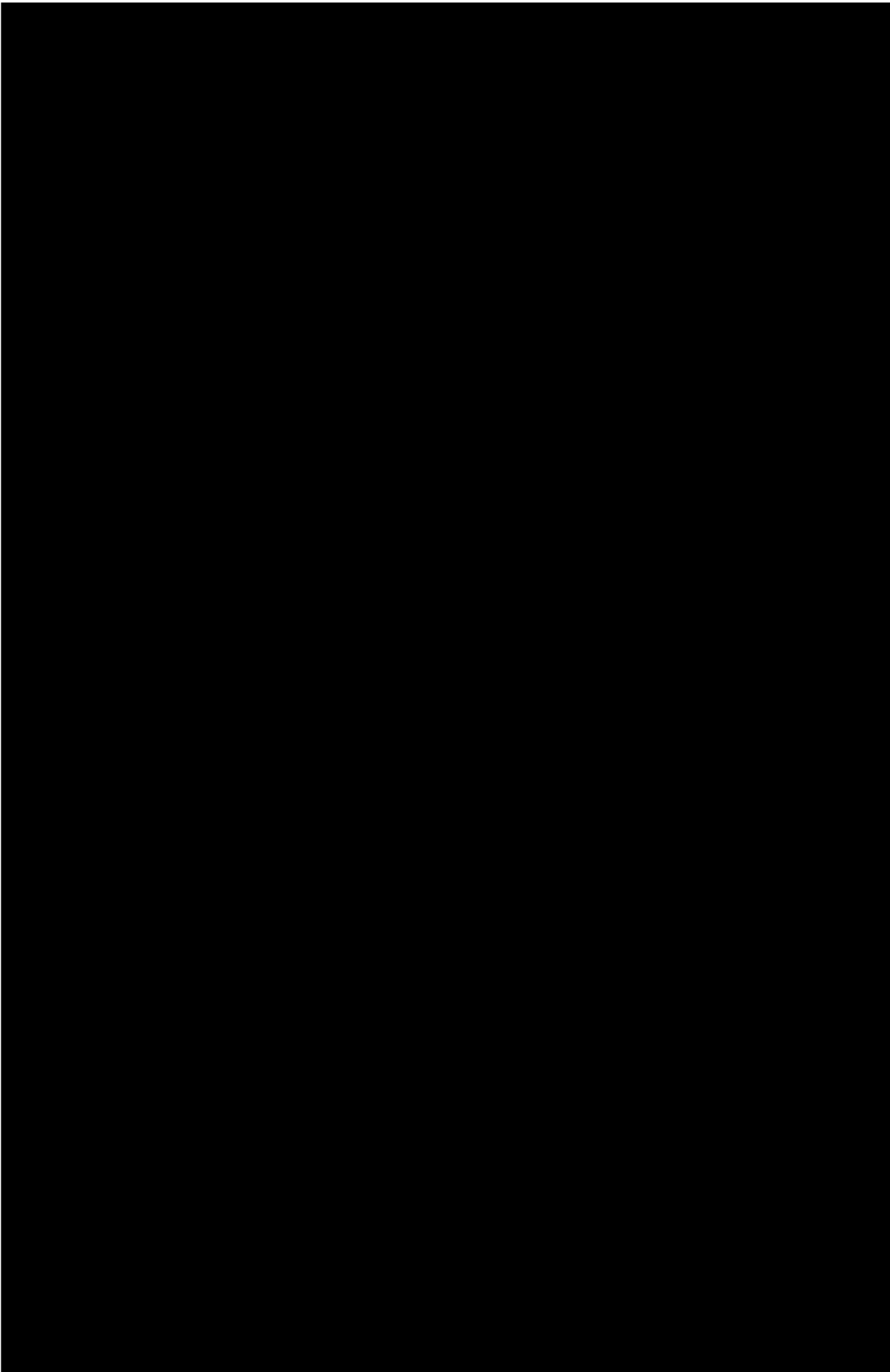


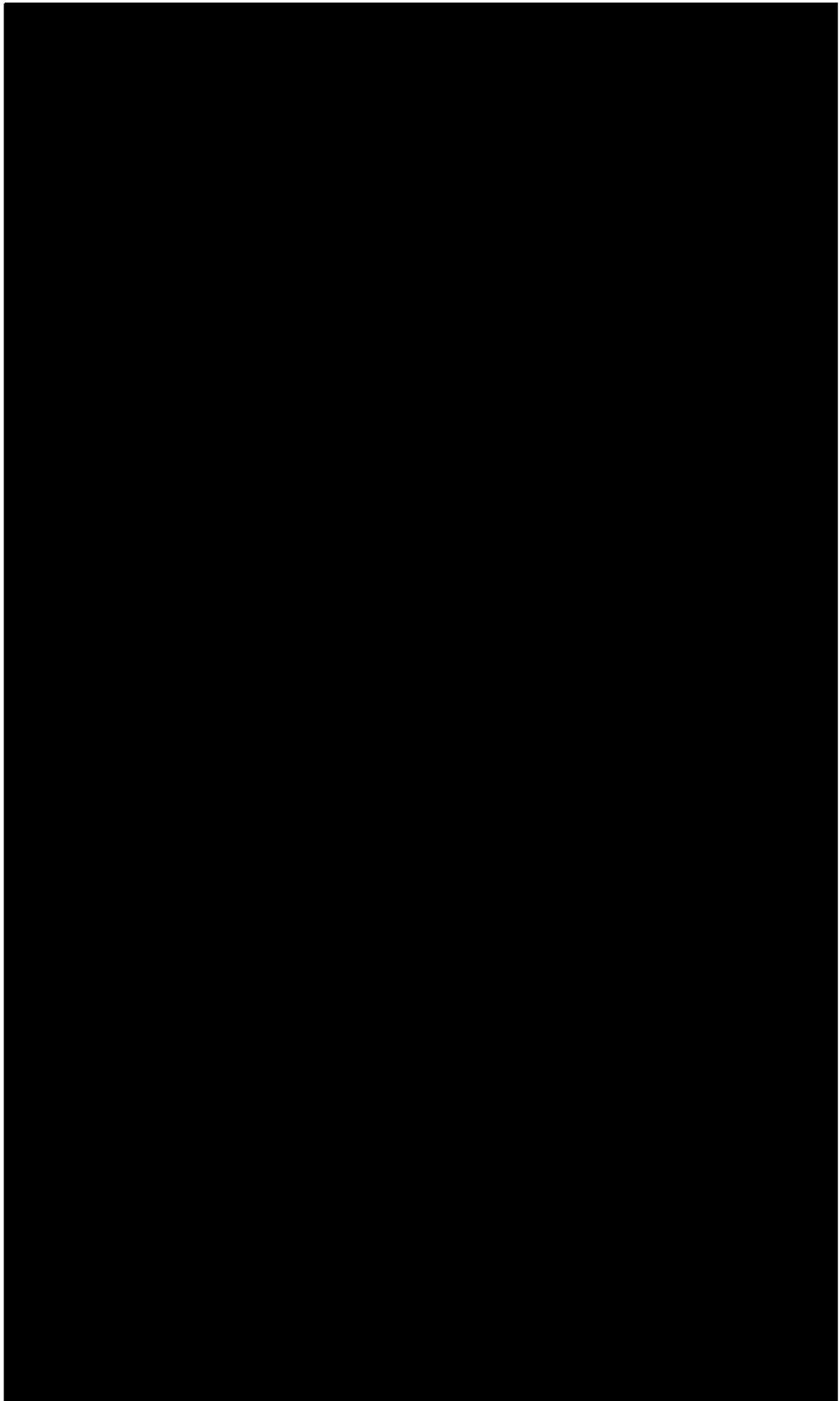


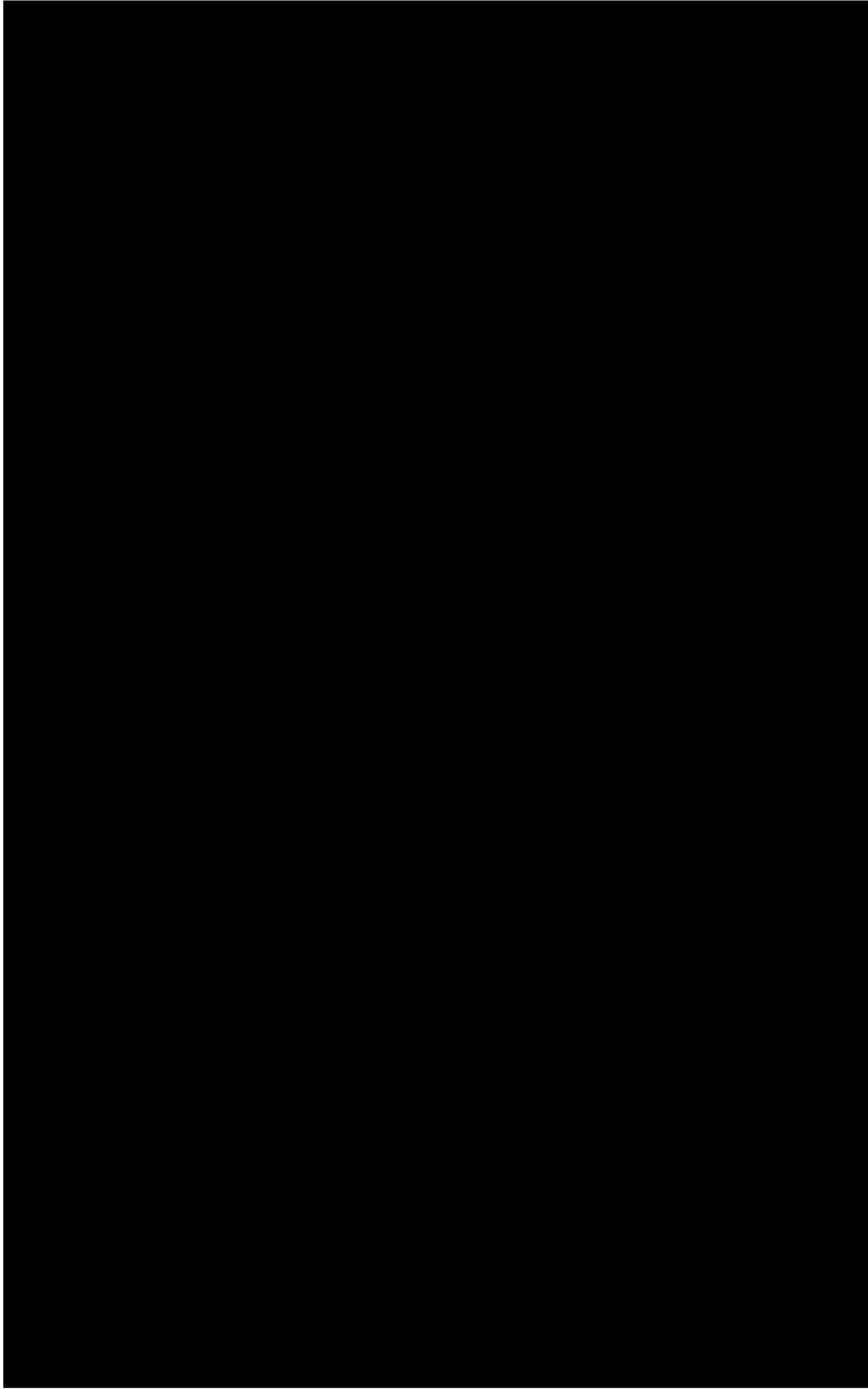


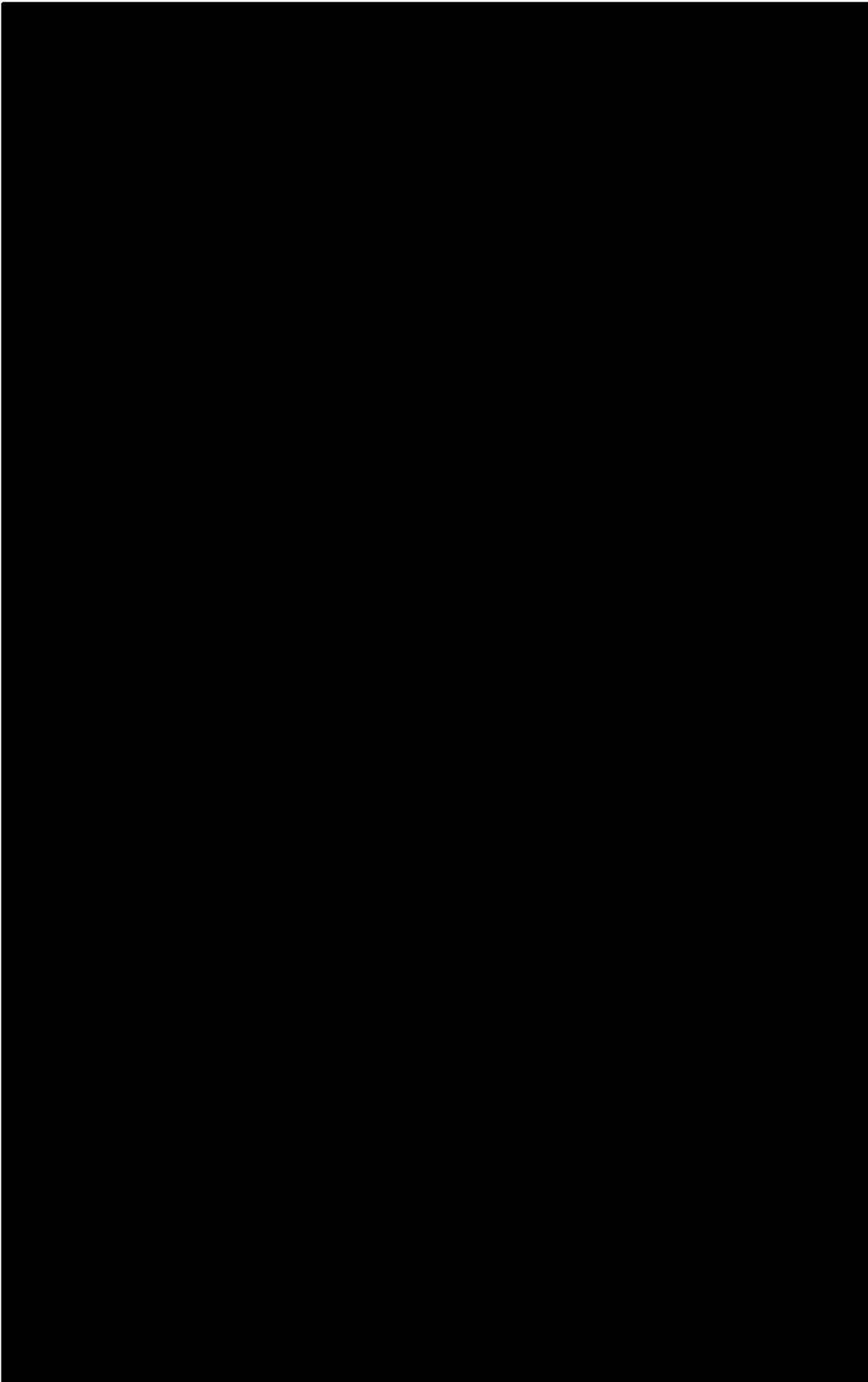


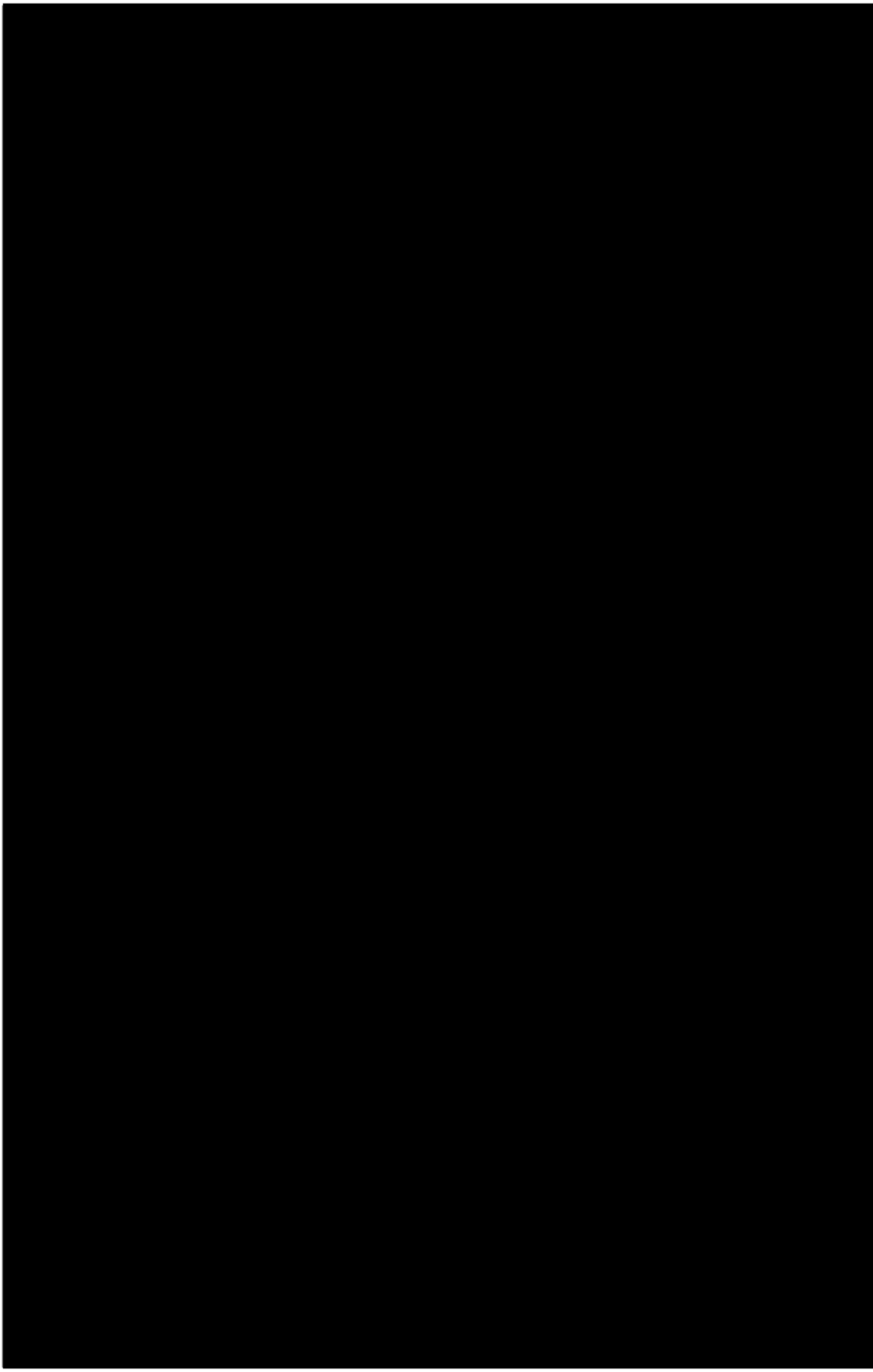


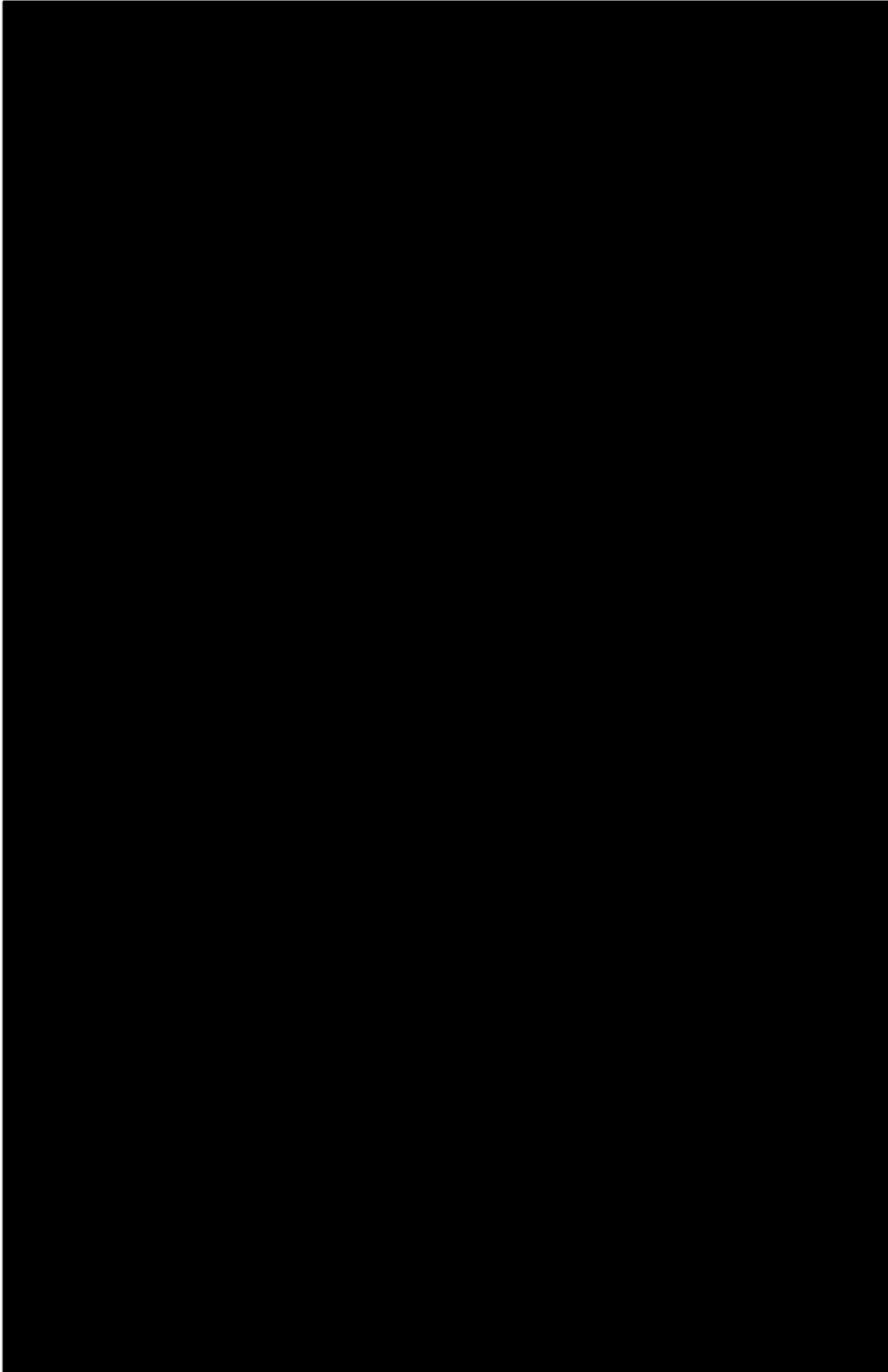


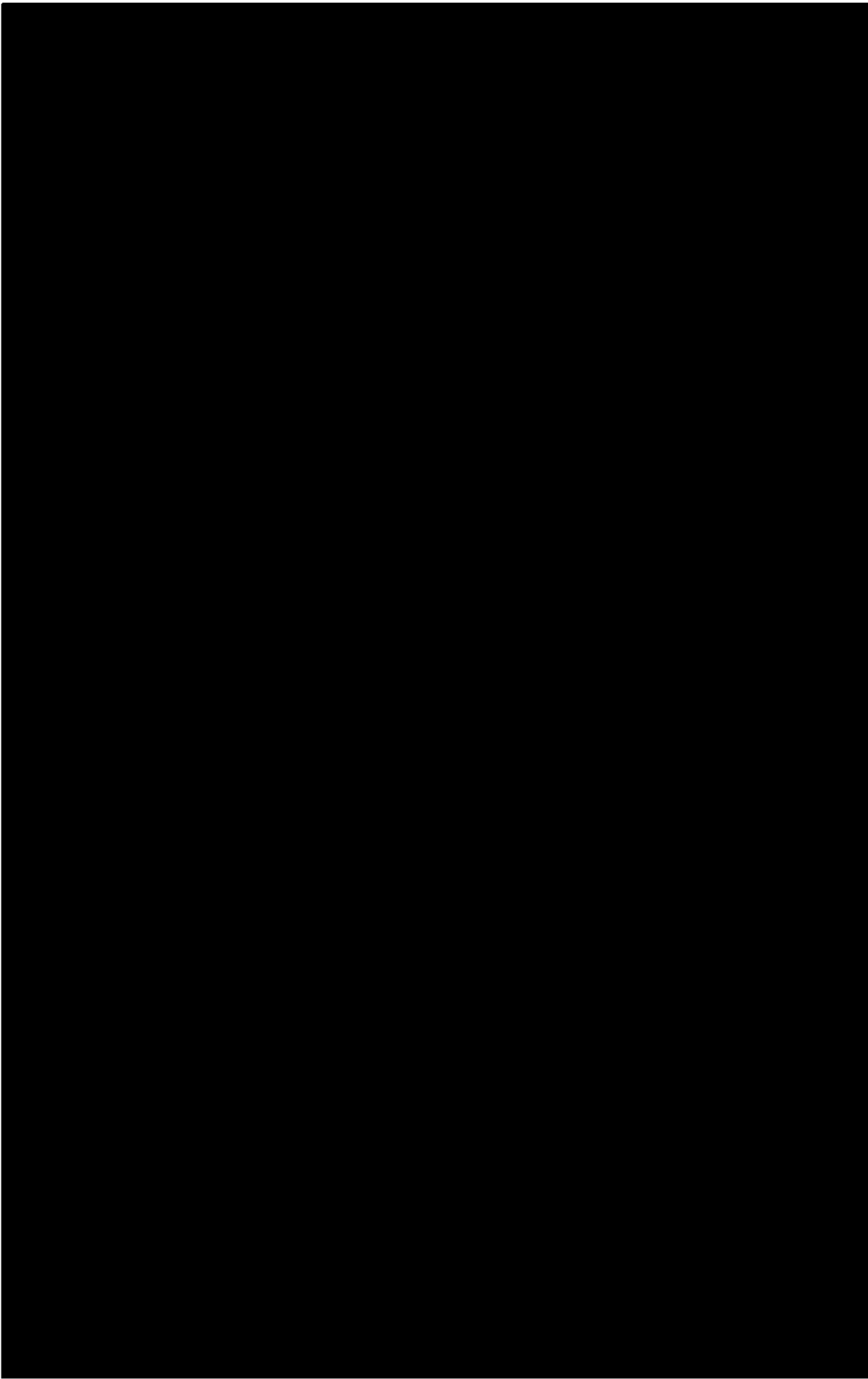


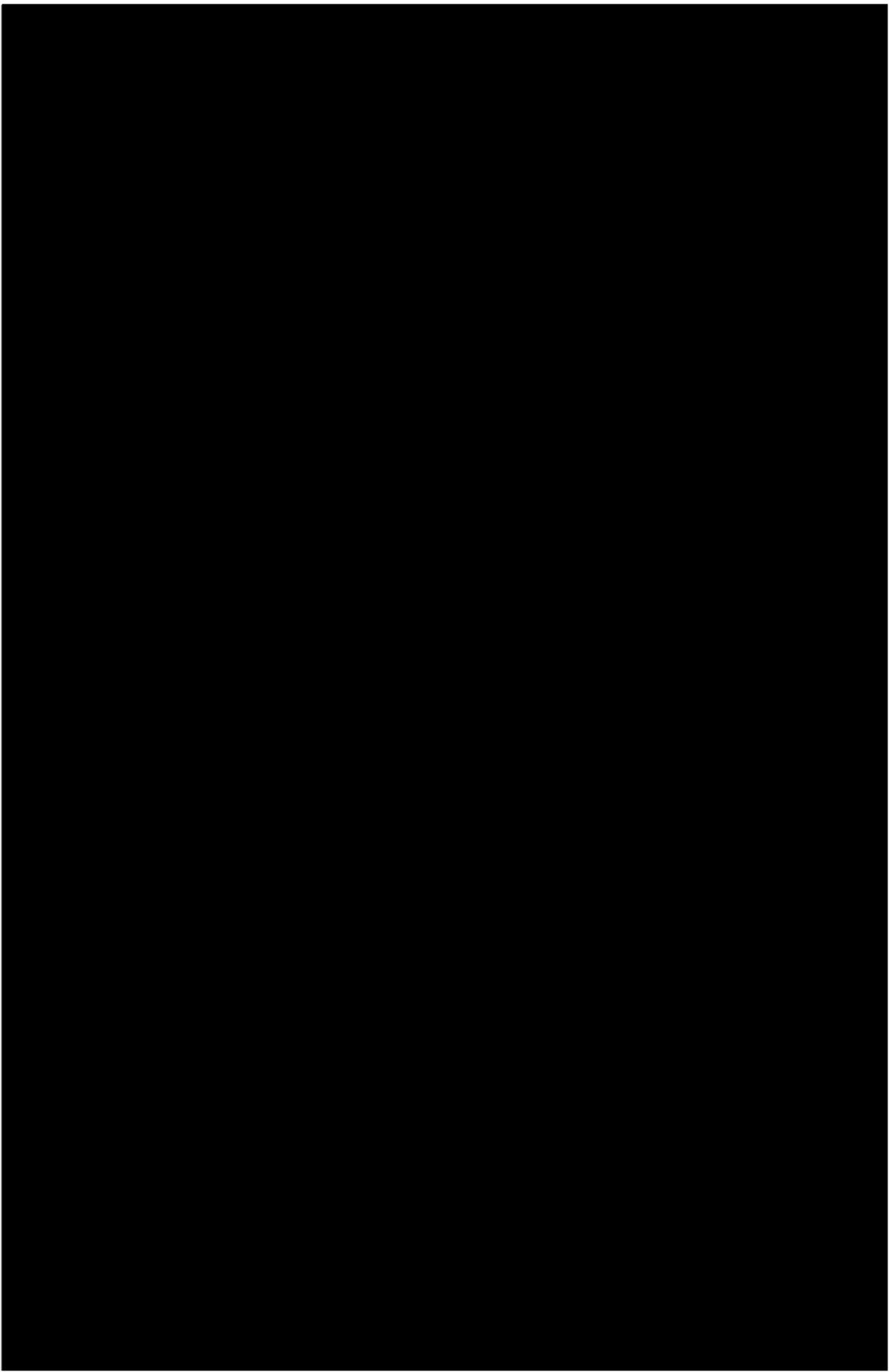


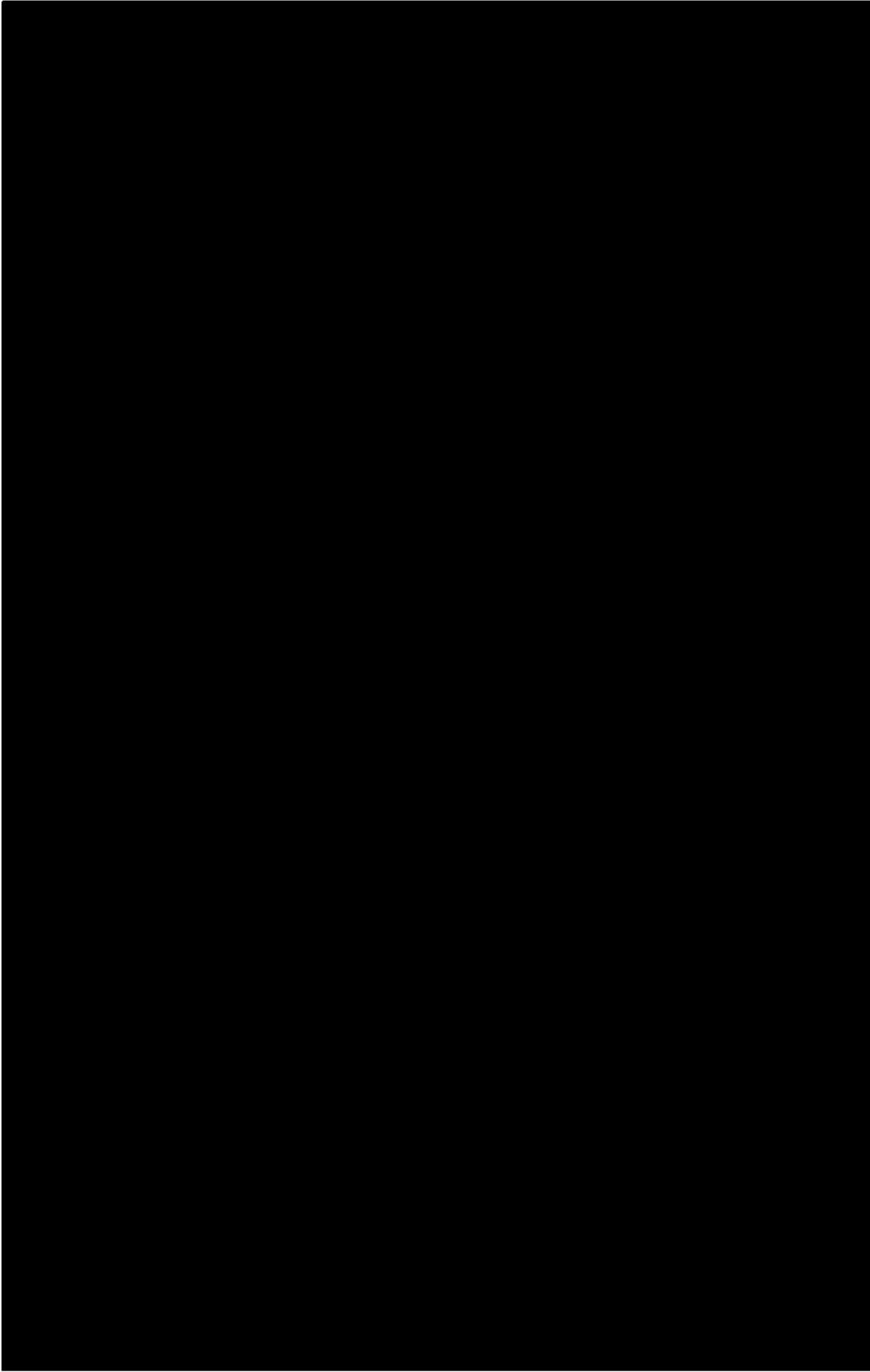


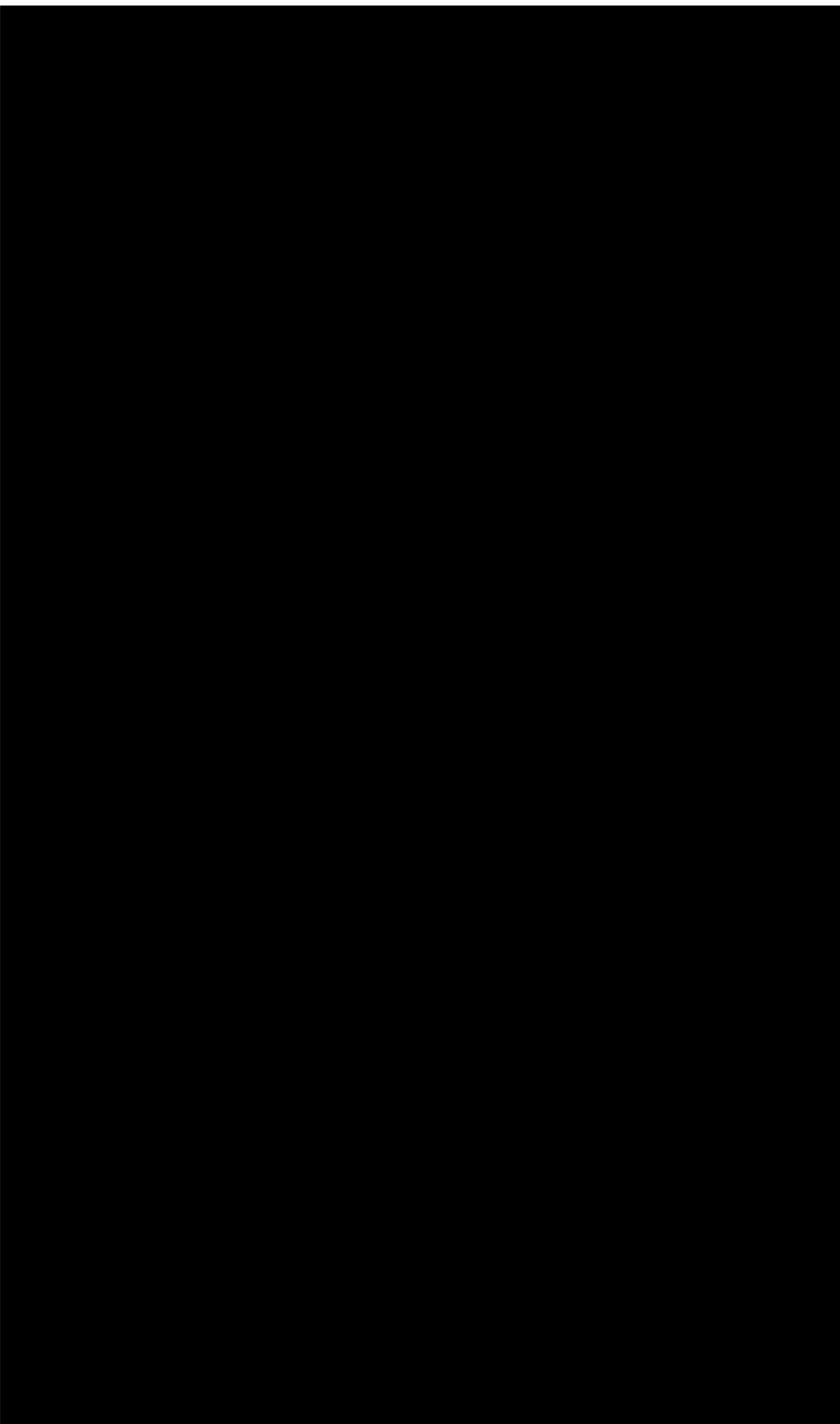


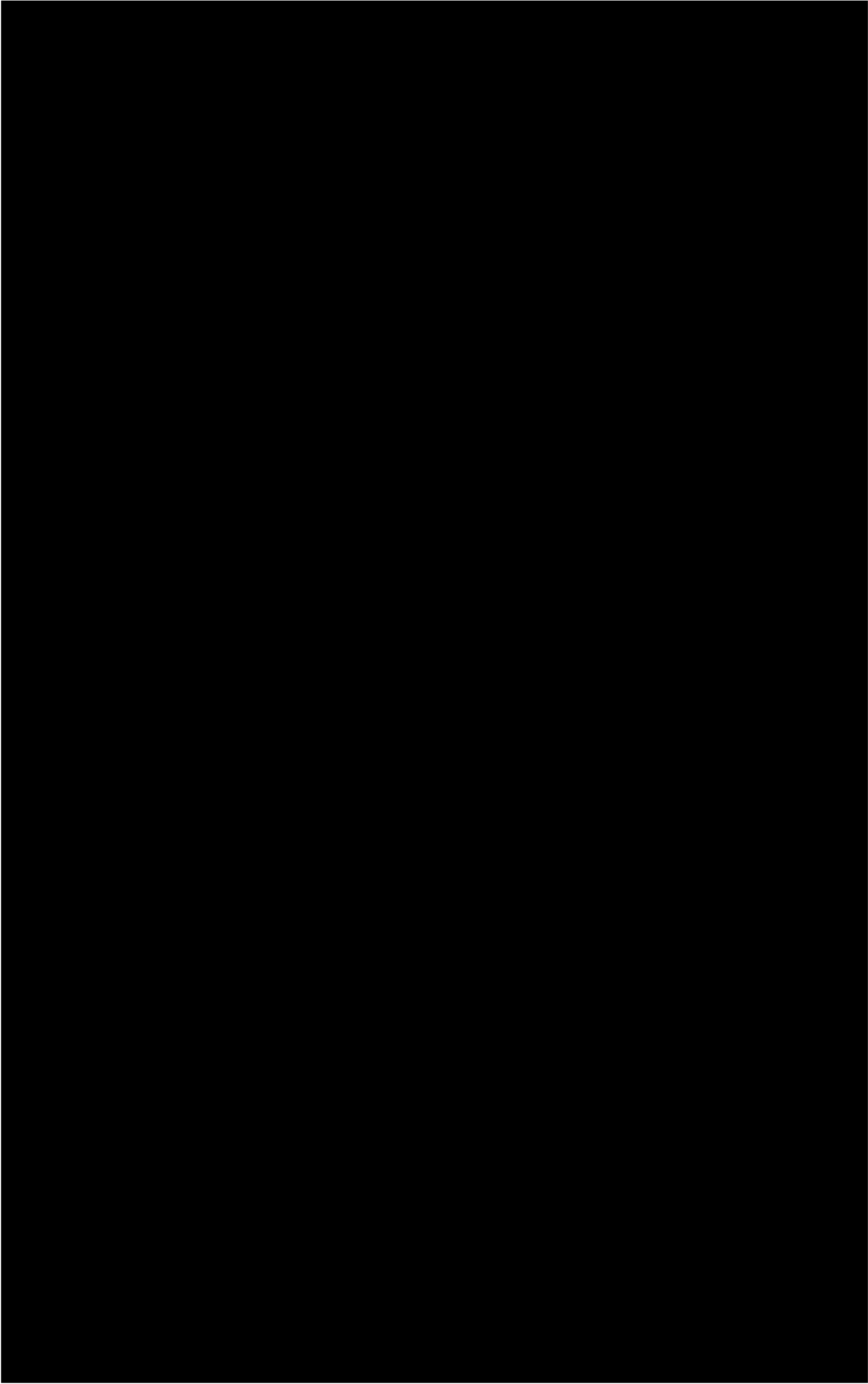






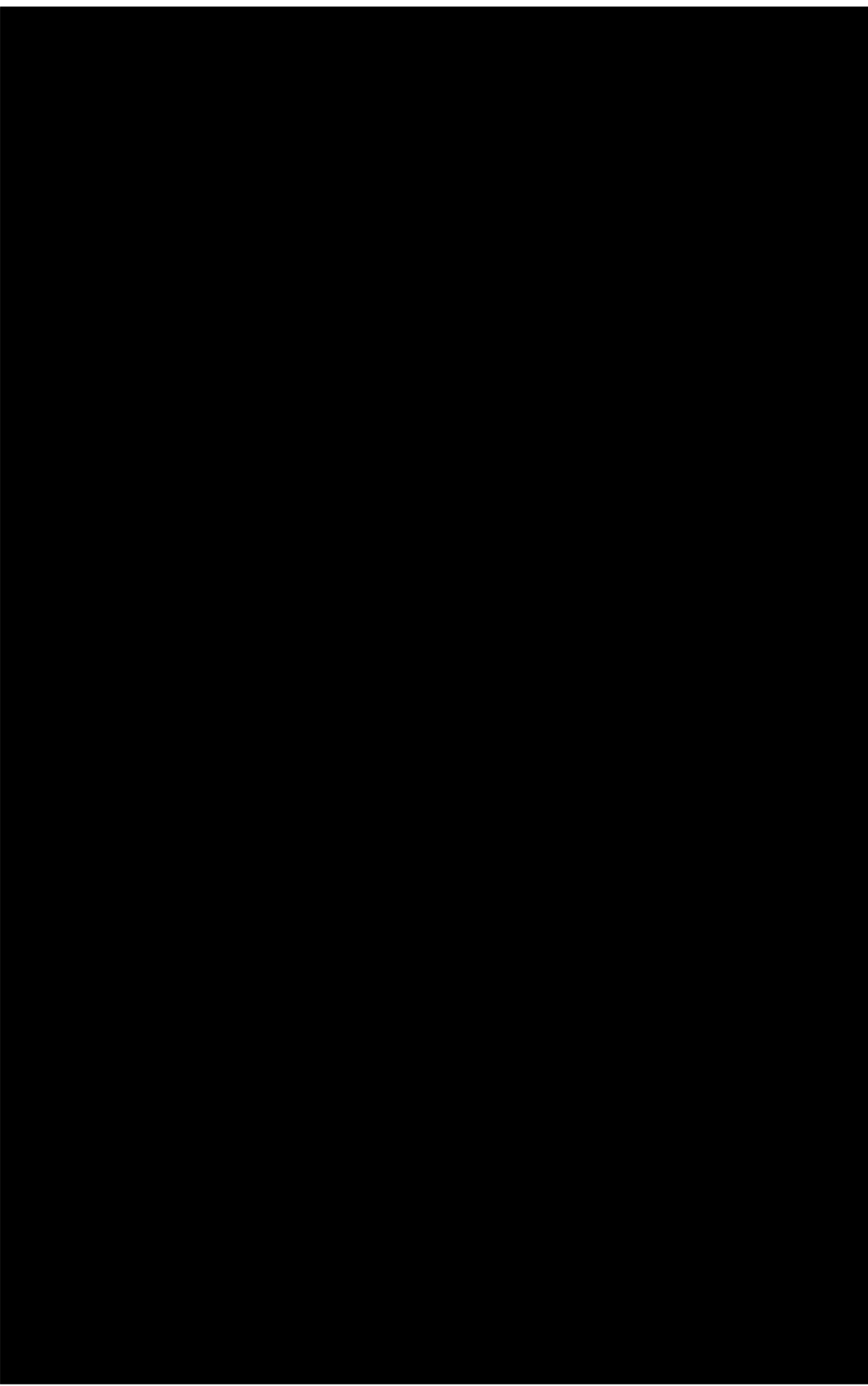


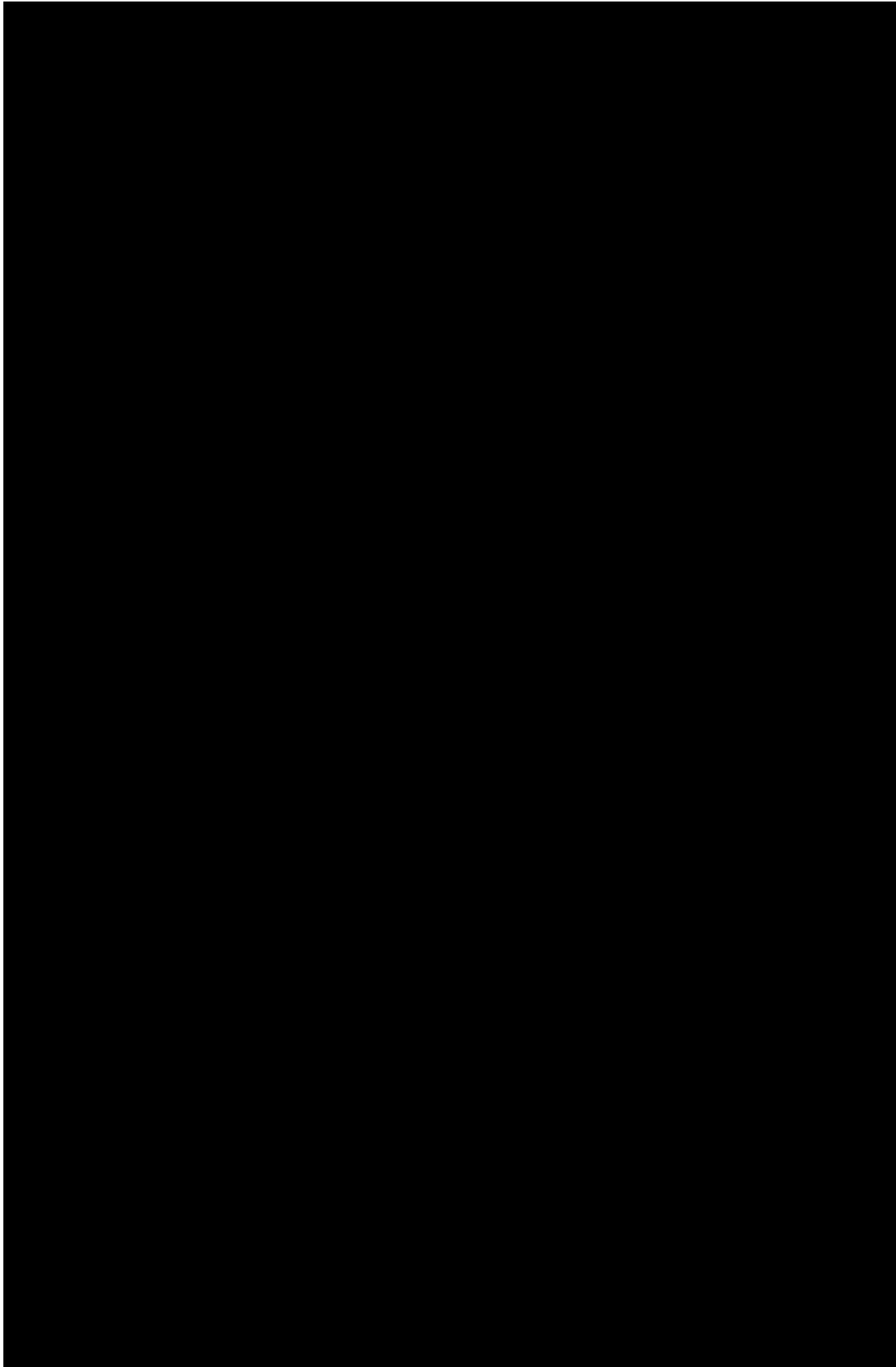


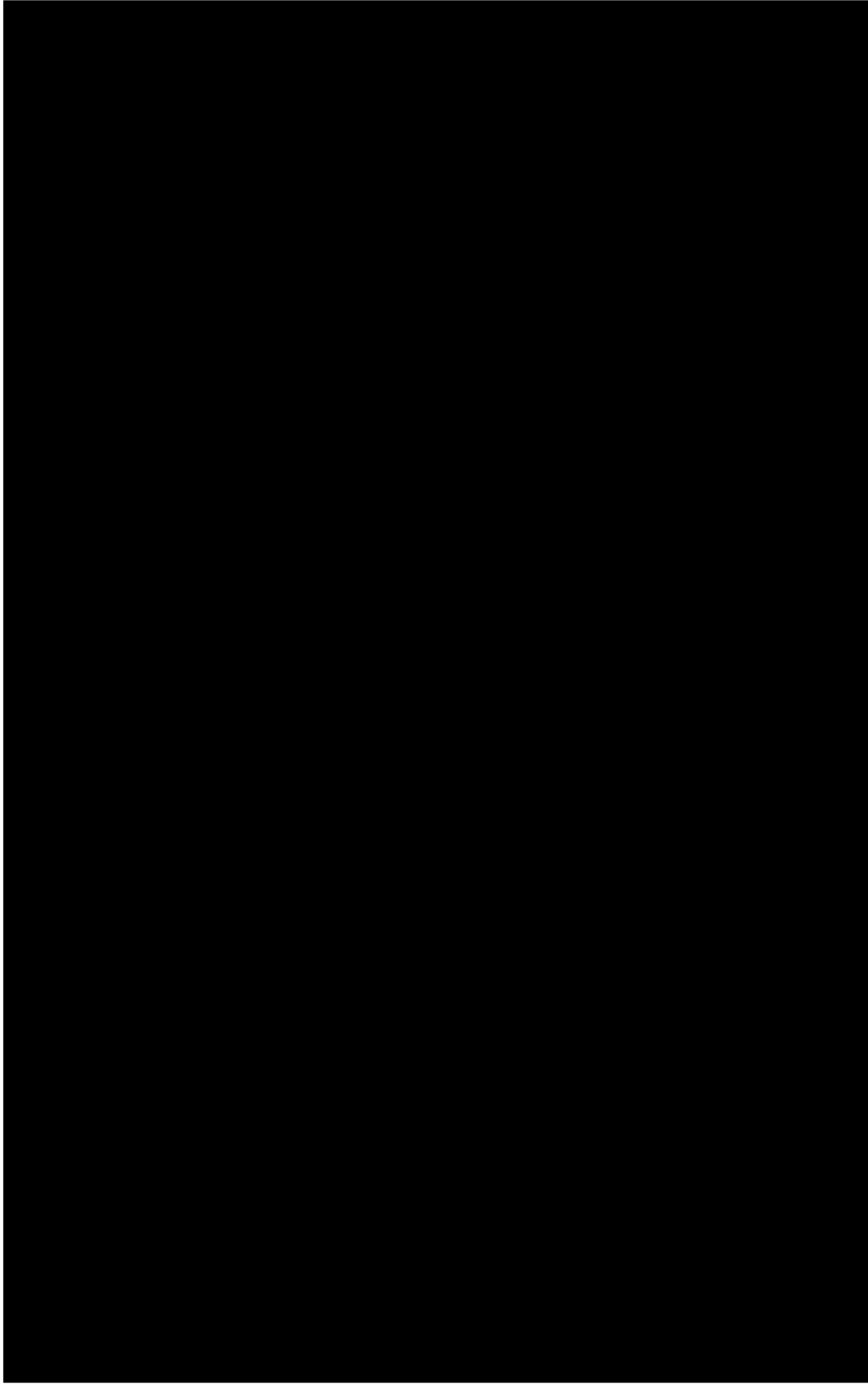


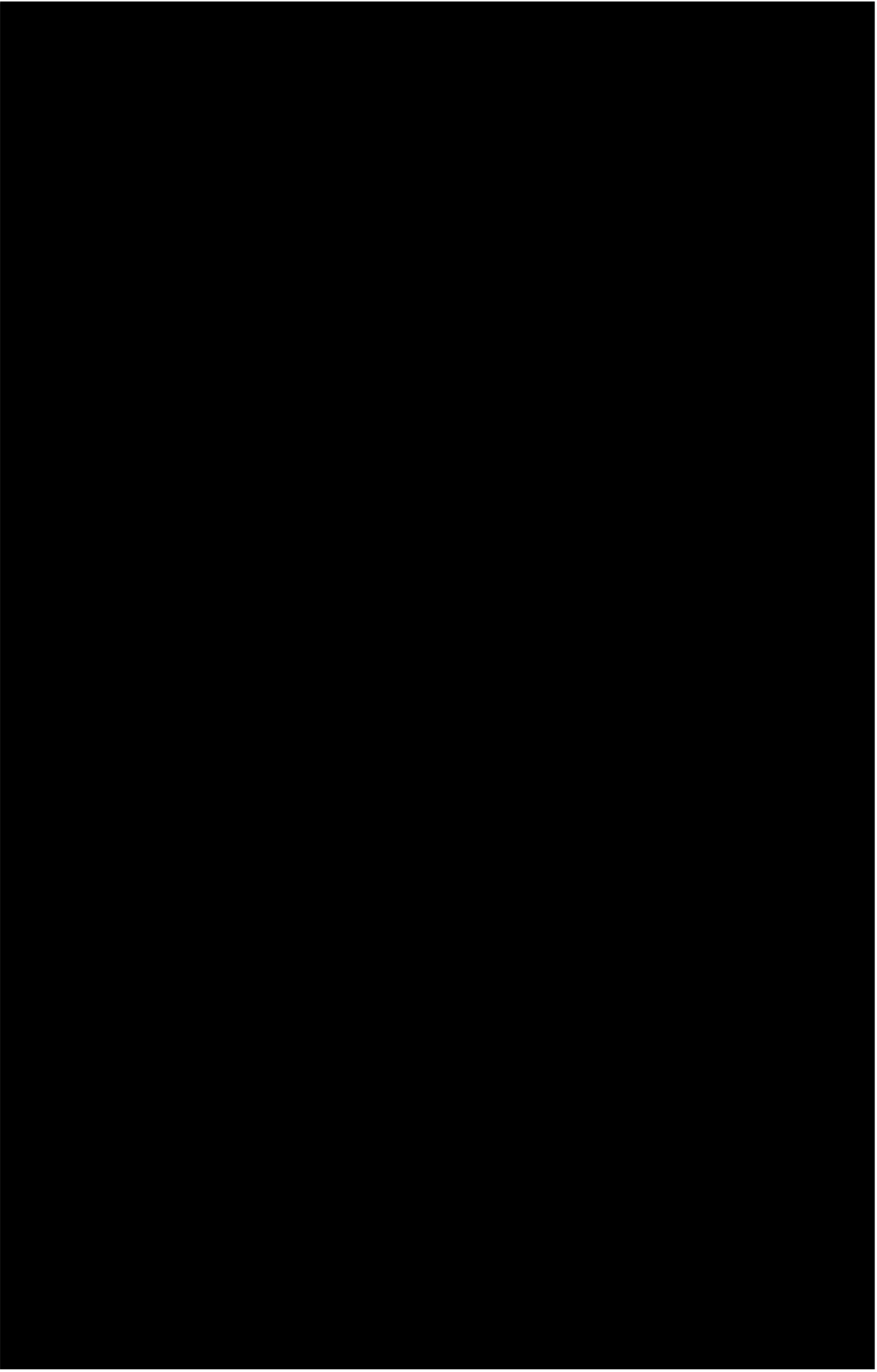


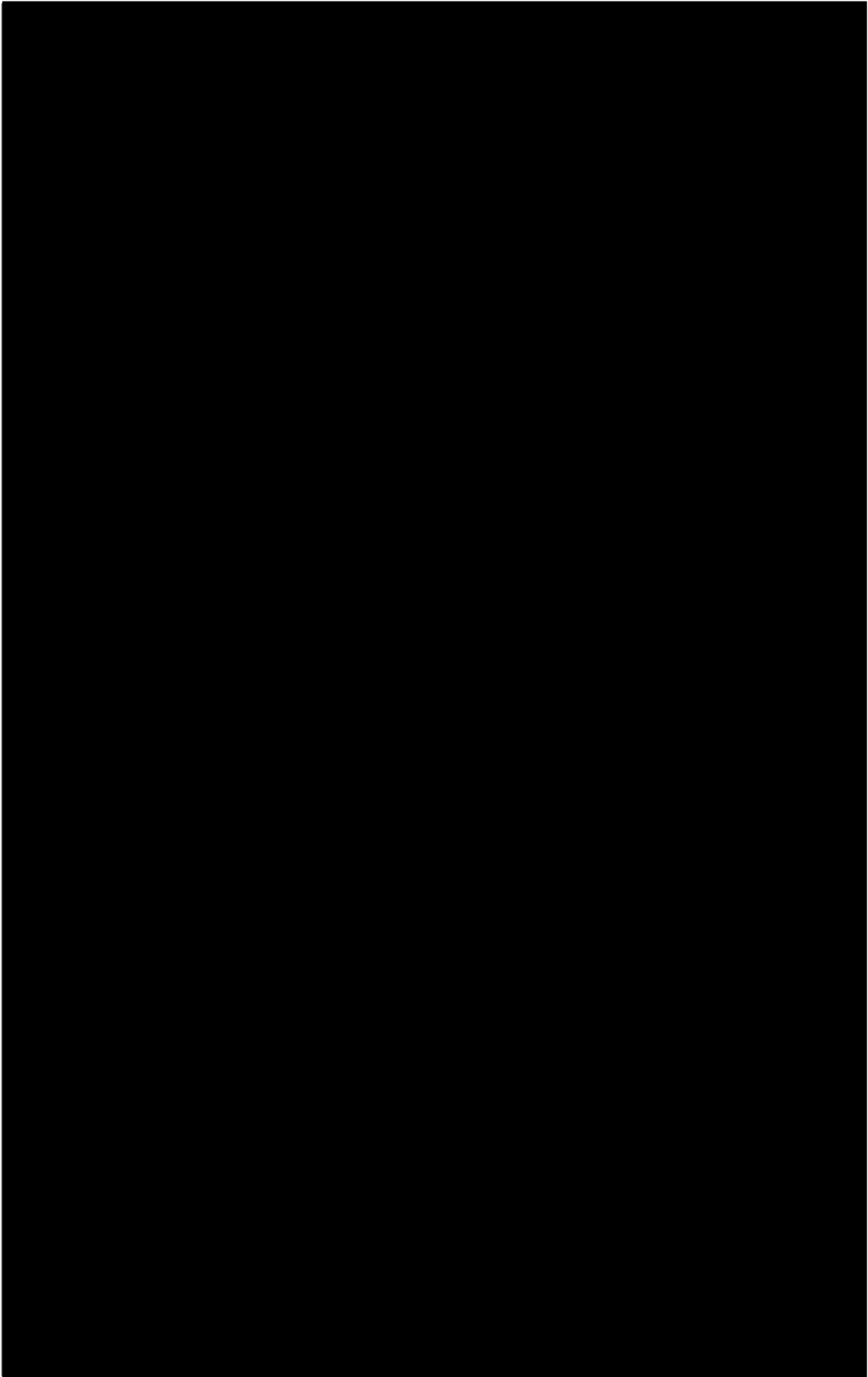
Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System

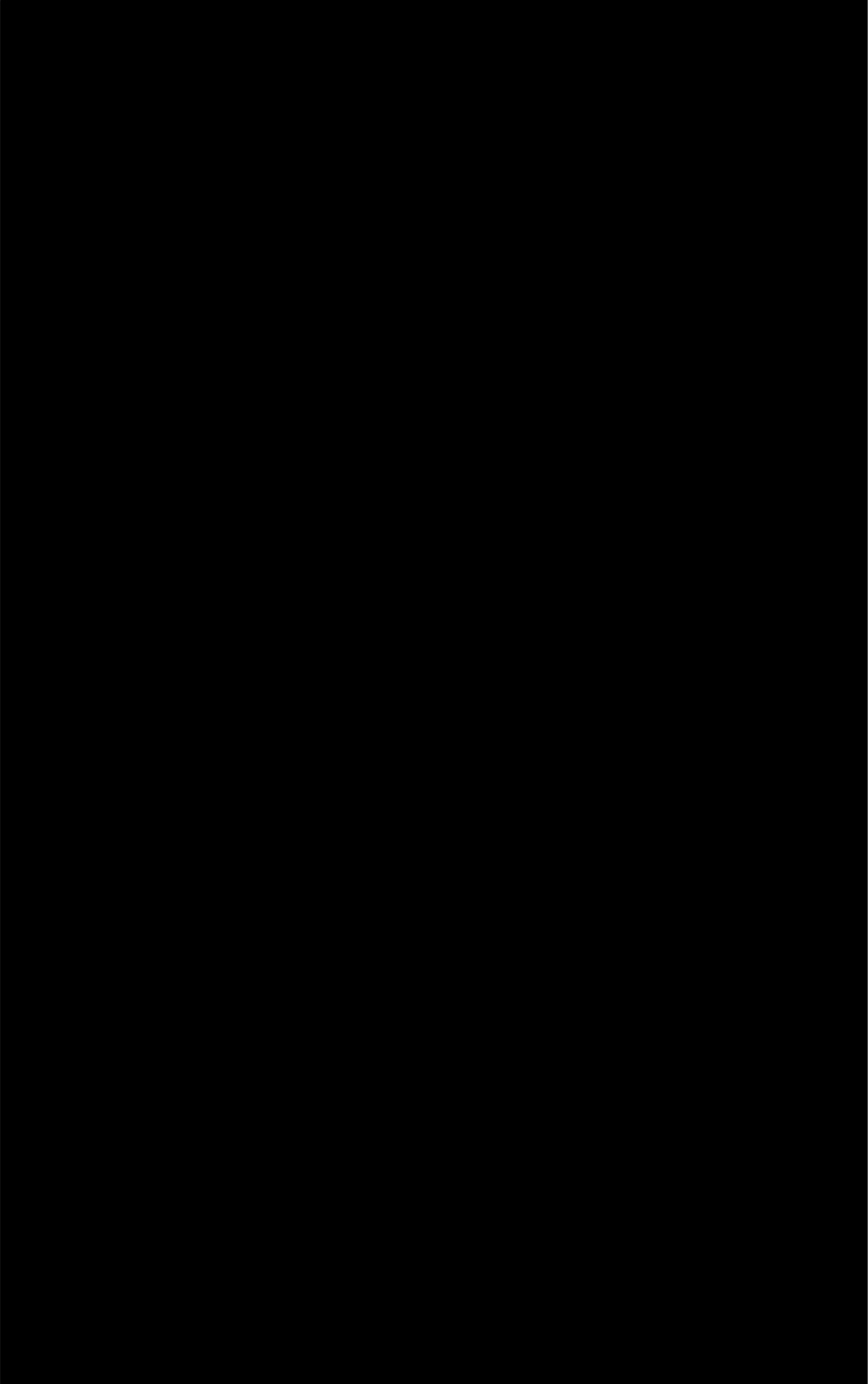


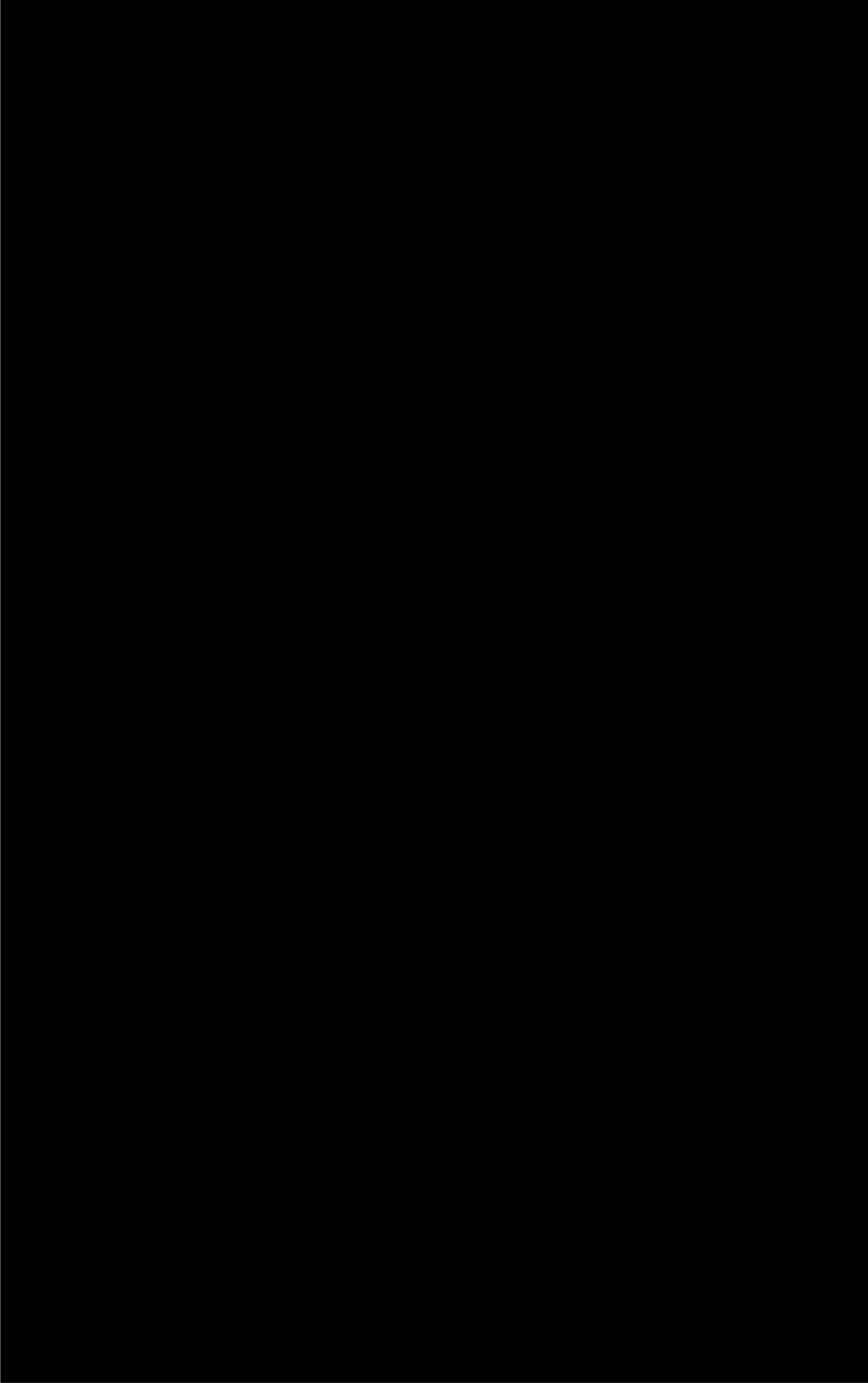


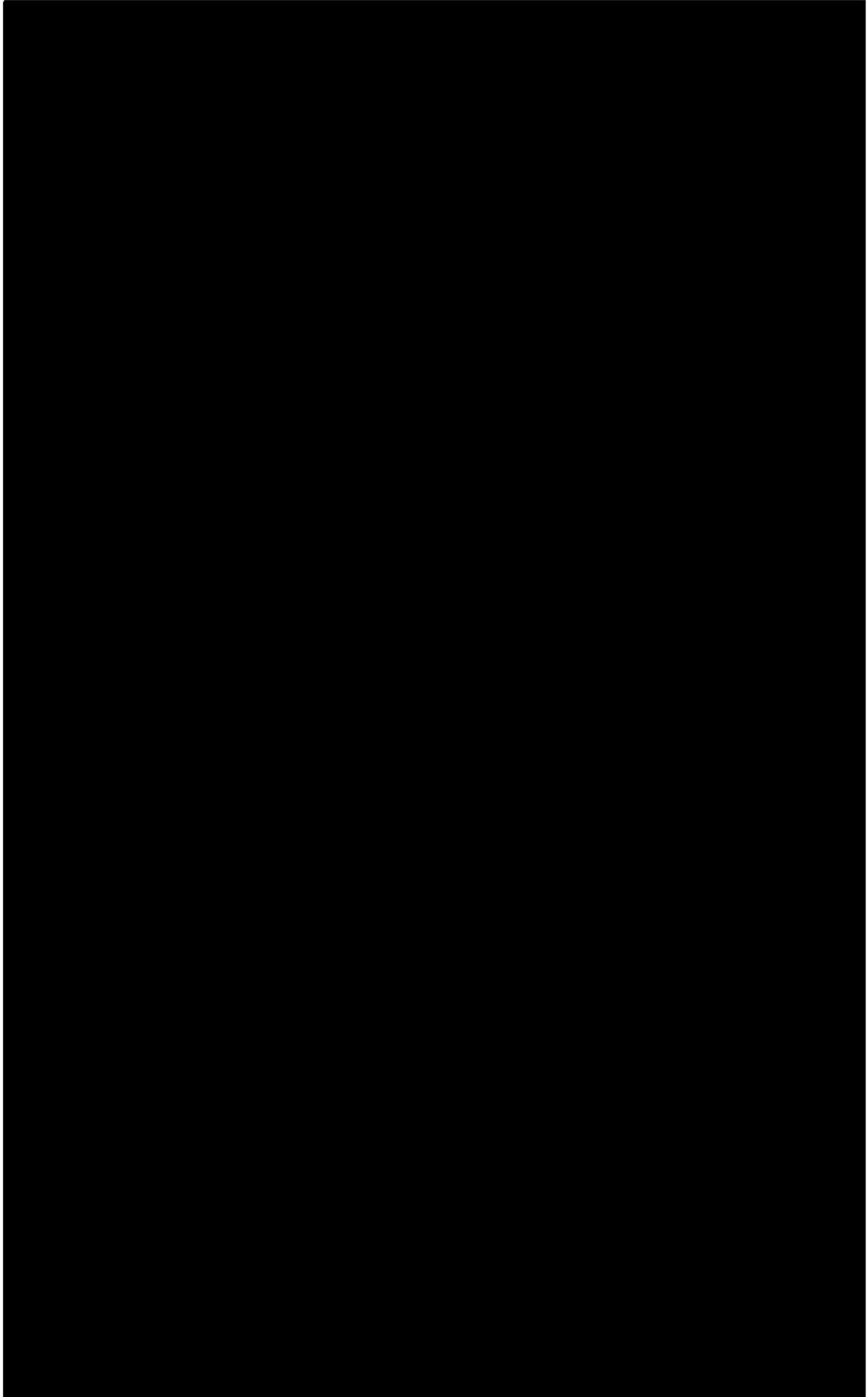


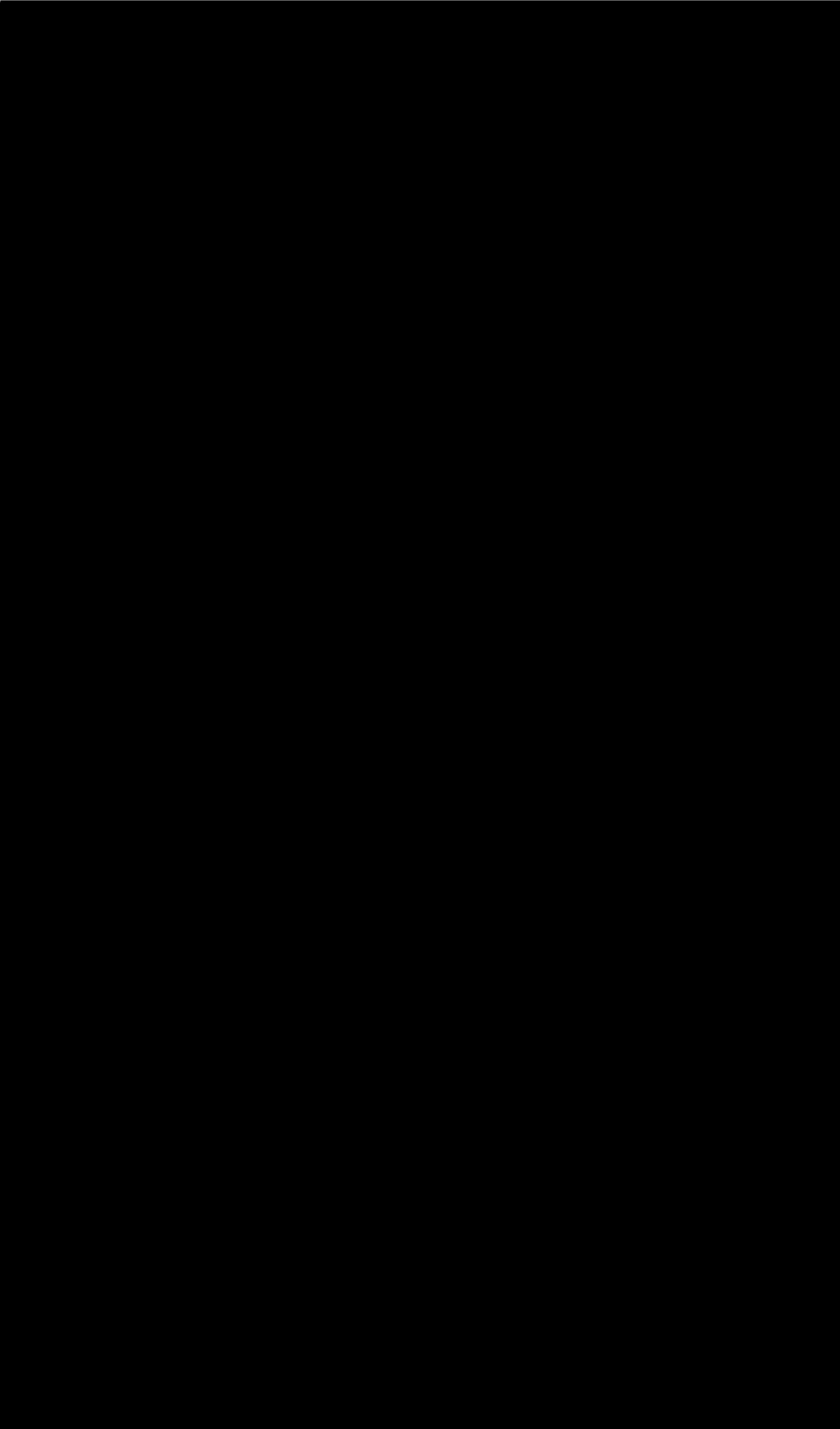






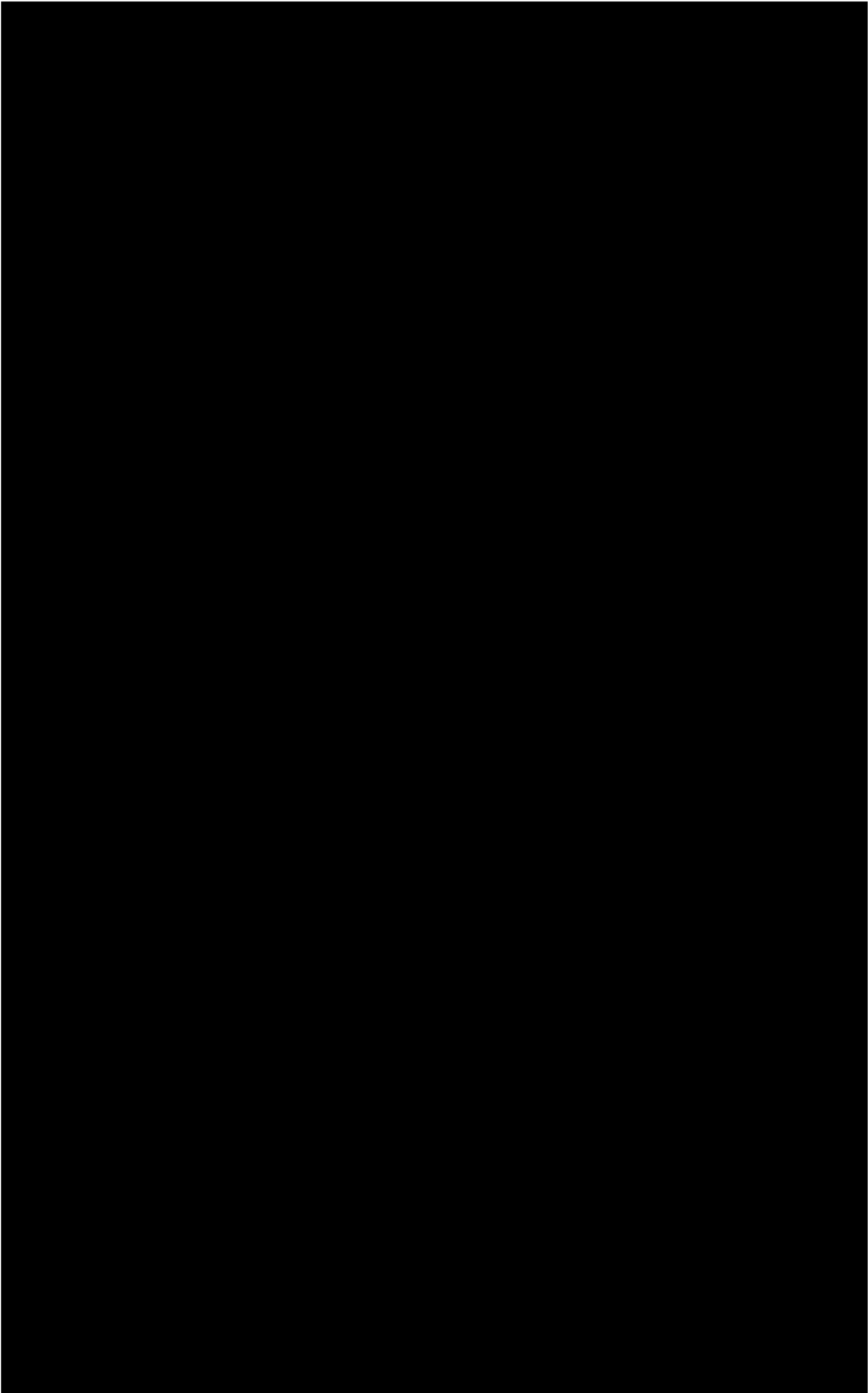


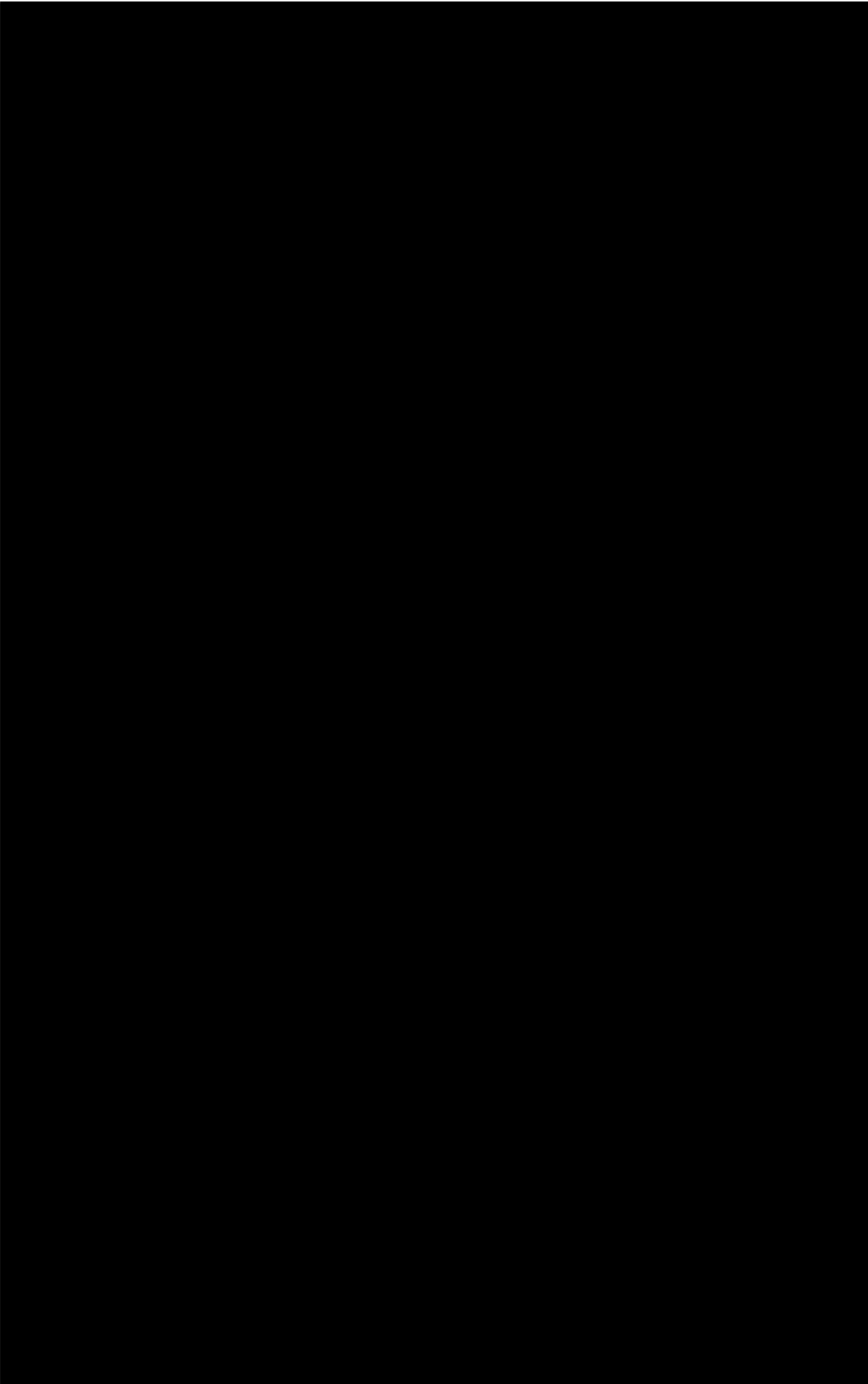


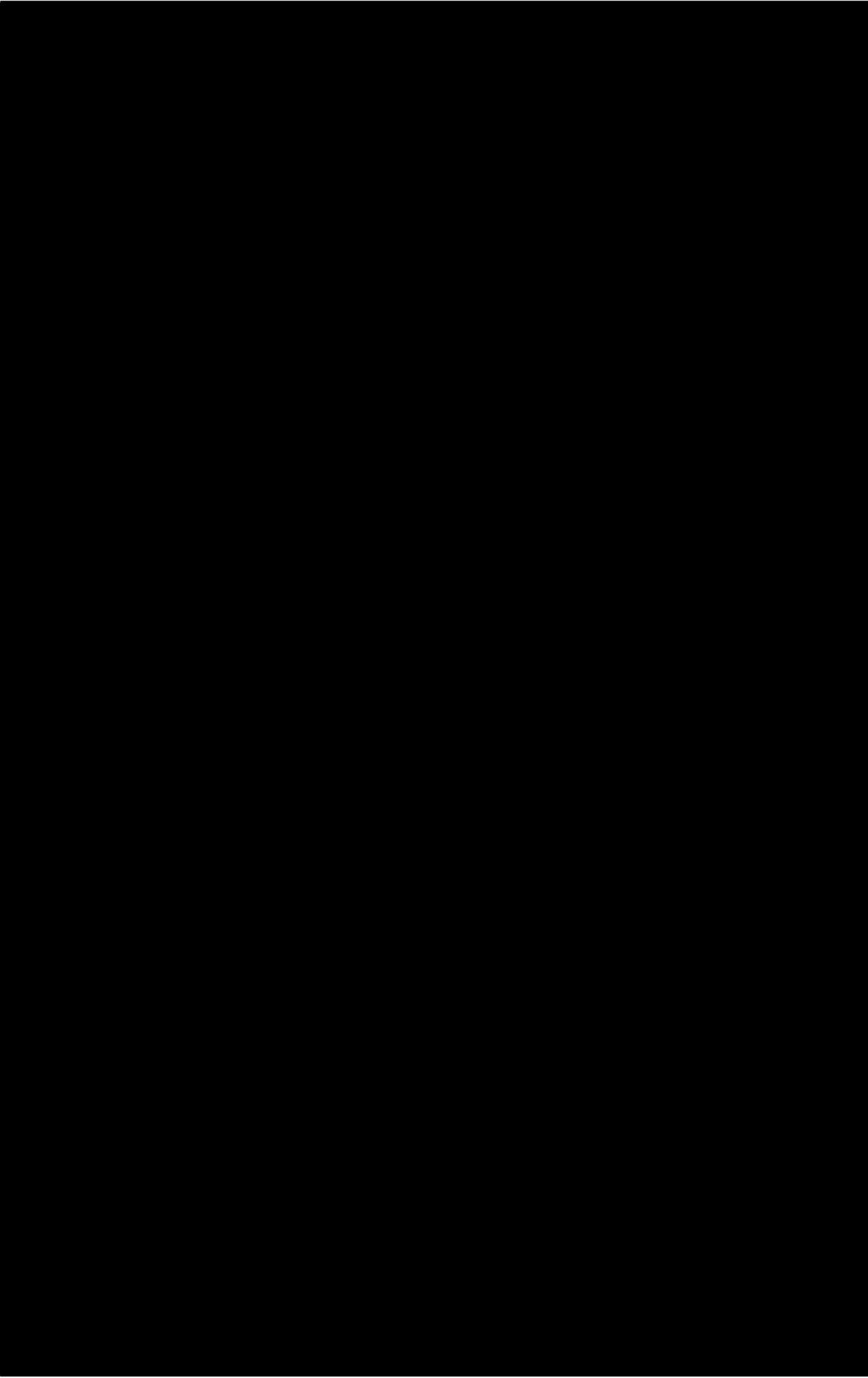


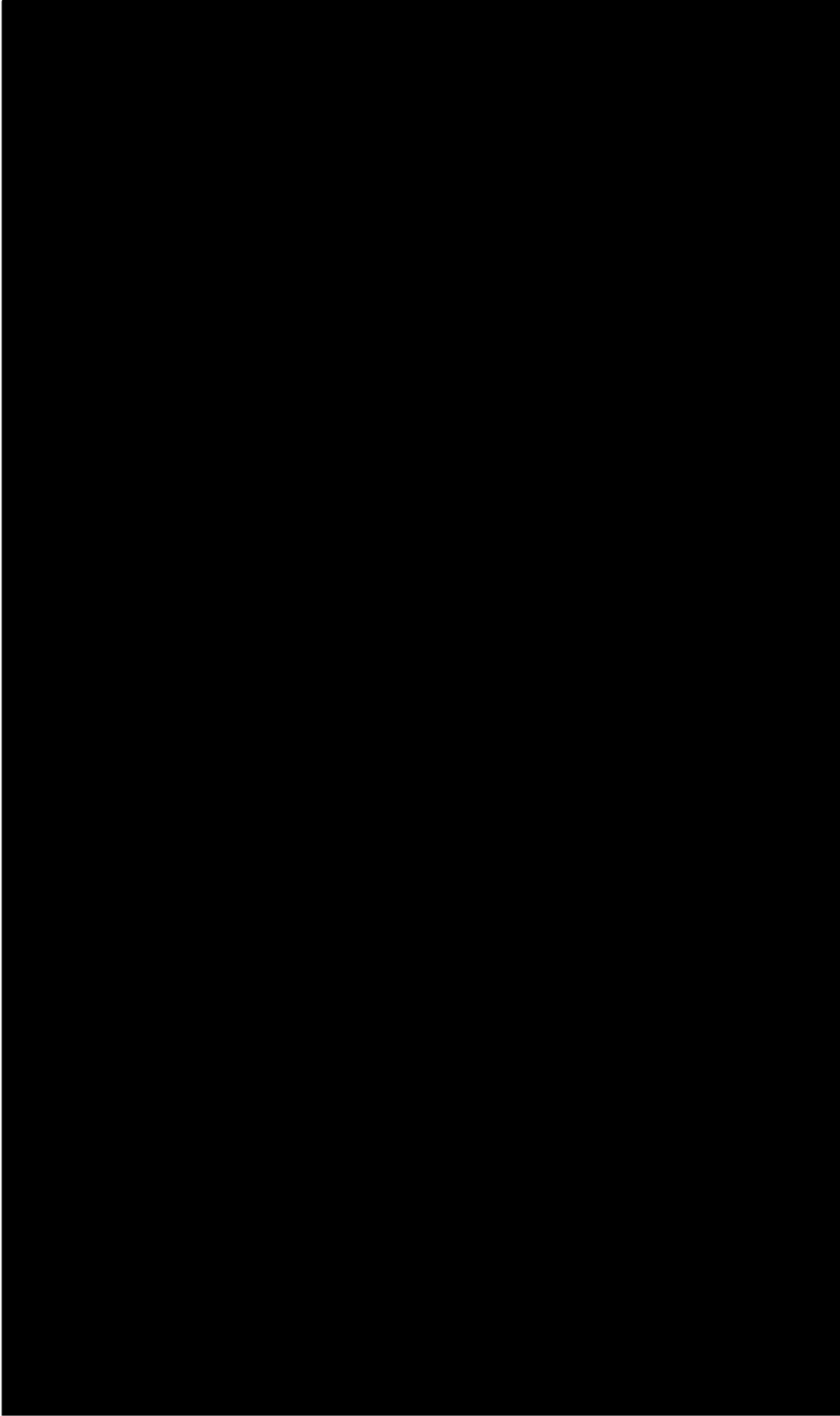


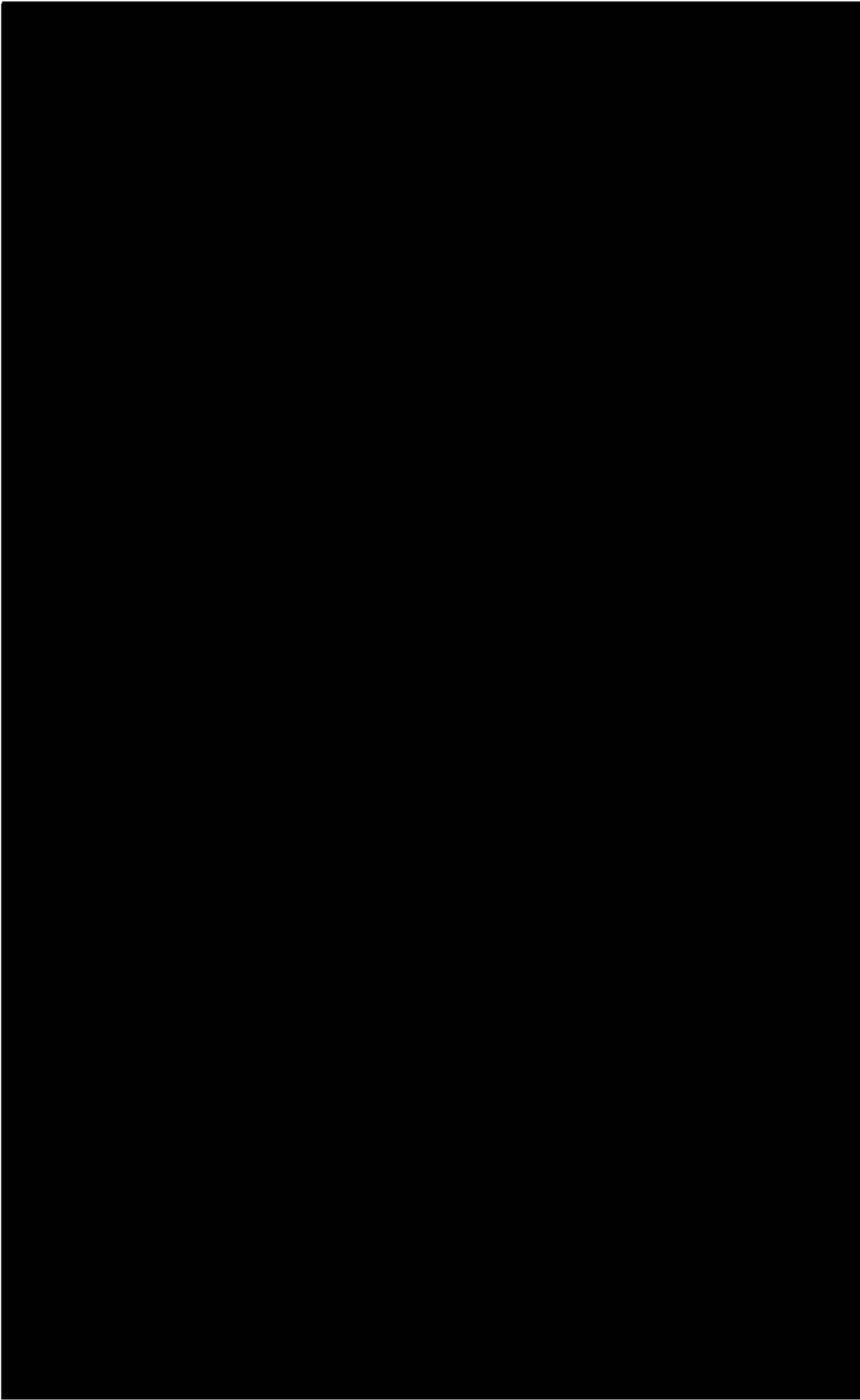
Response to Illinois Tollway Request for Proposal for
Customer Service Center and Migration Processing System

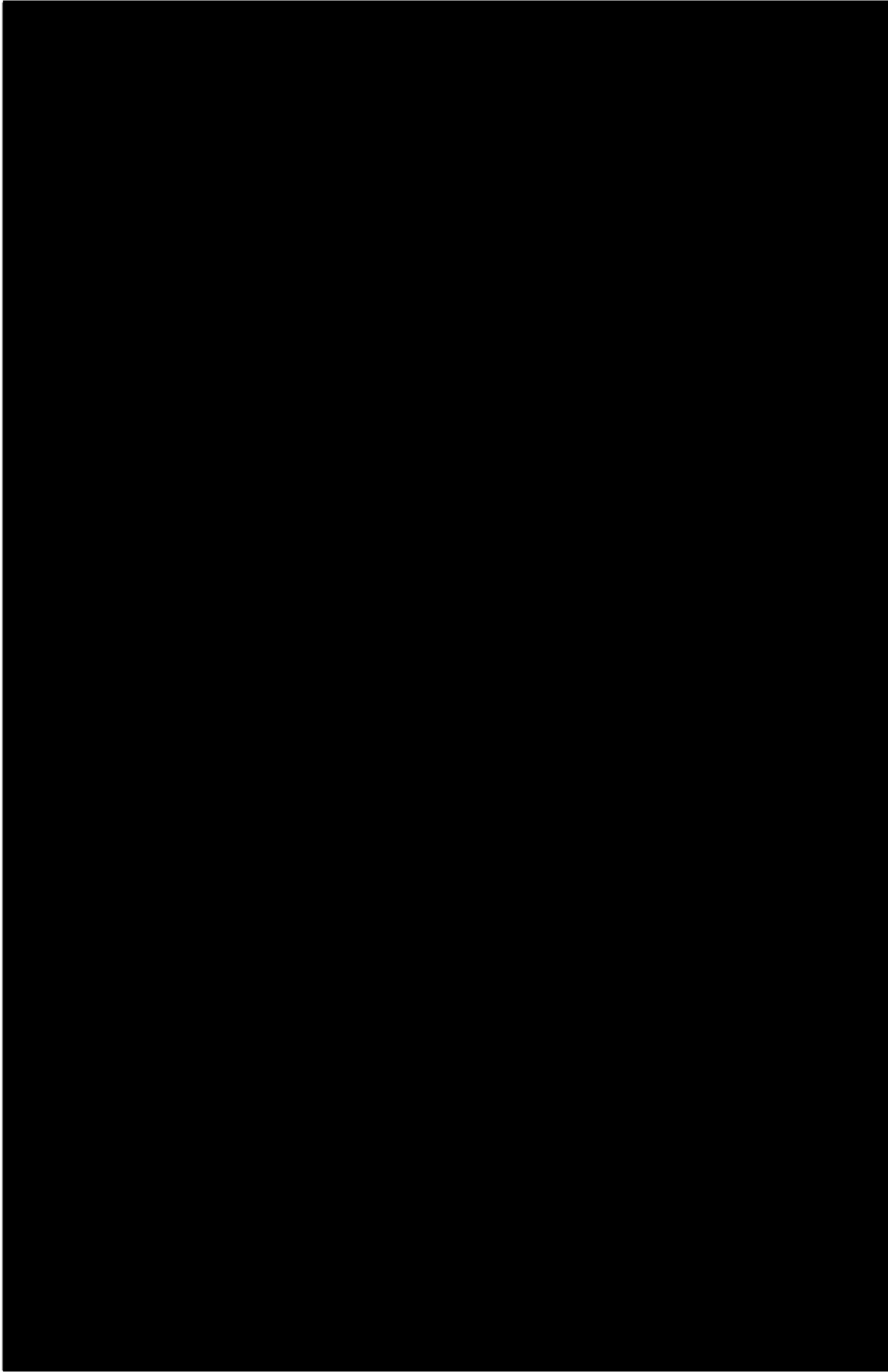


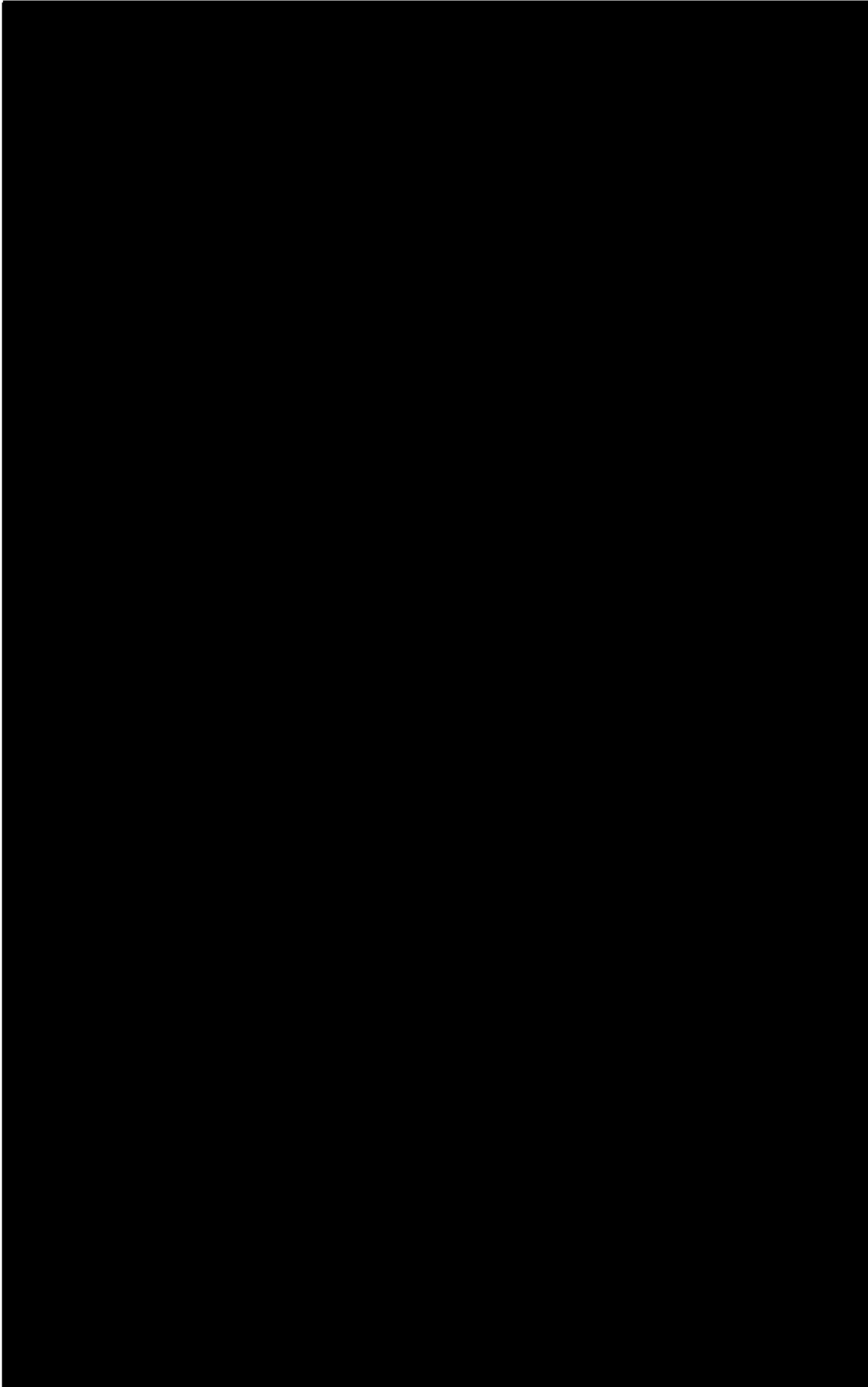


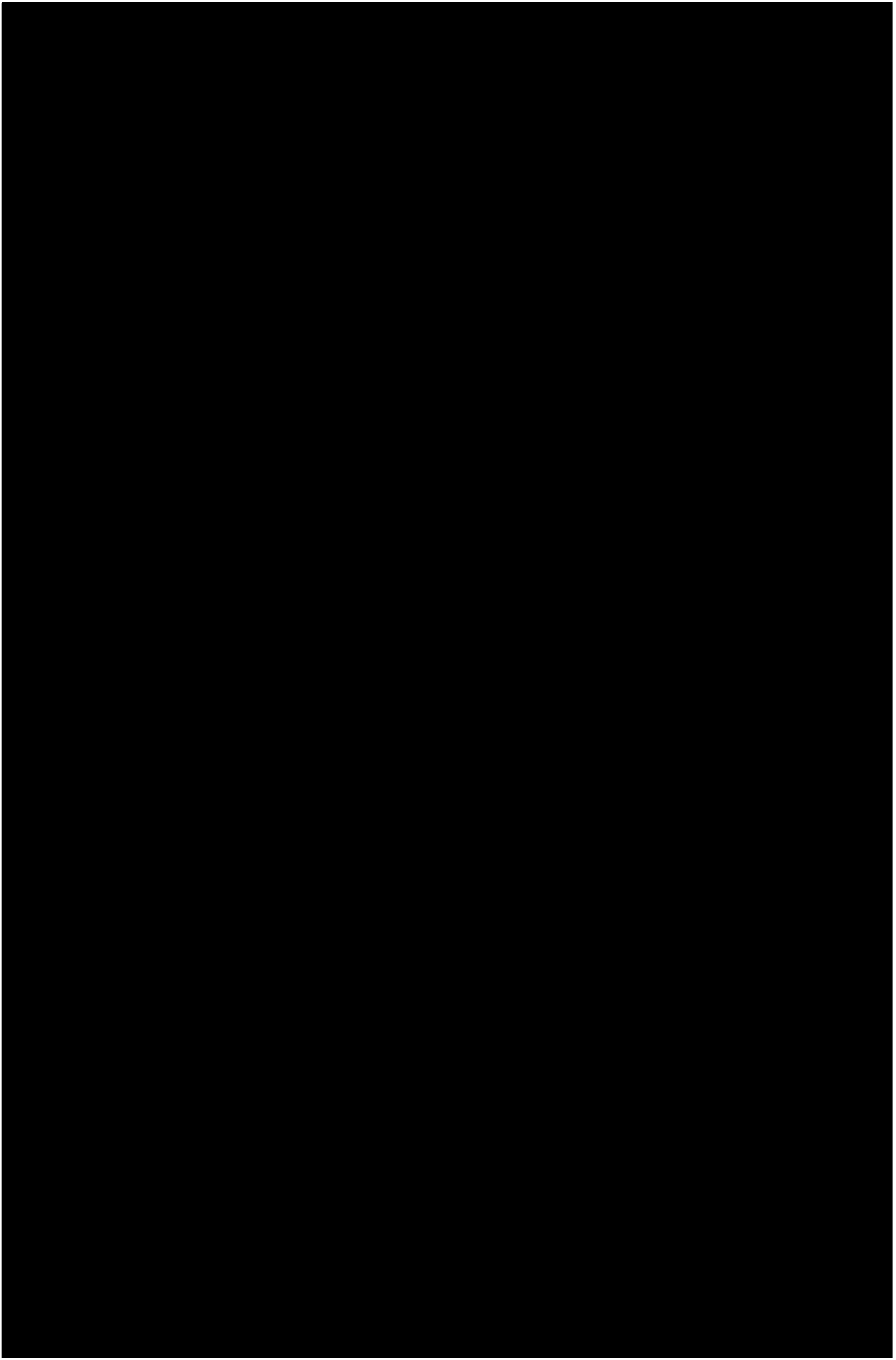


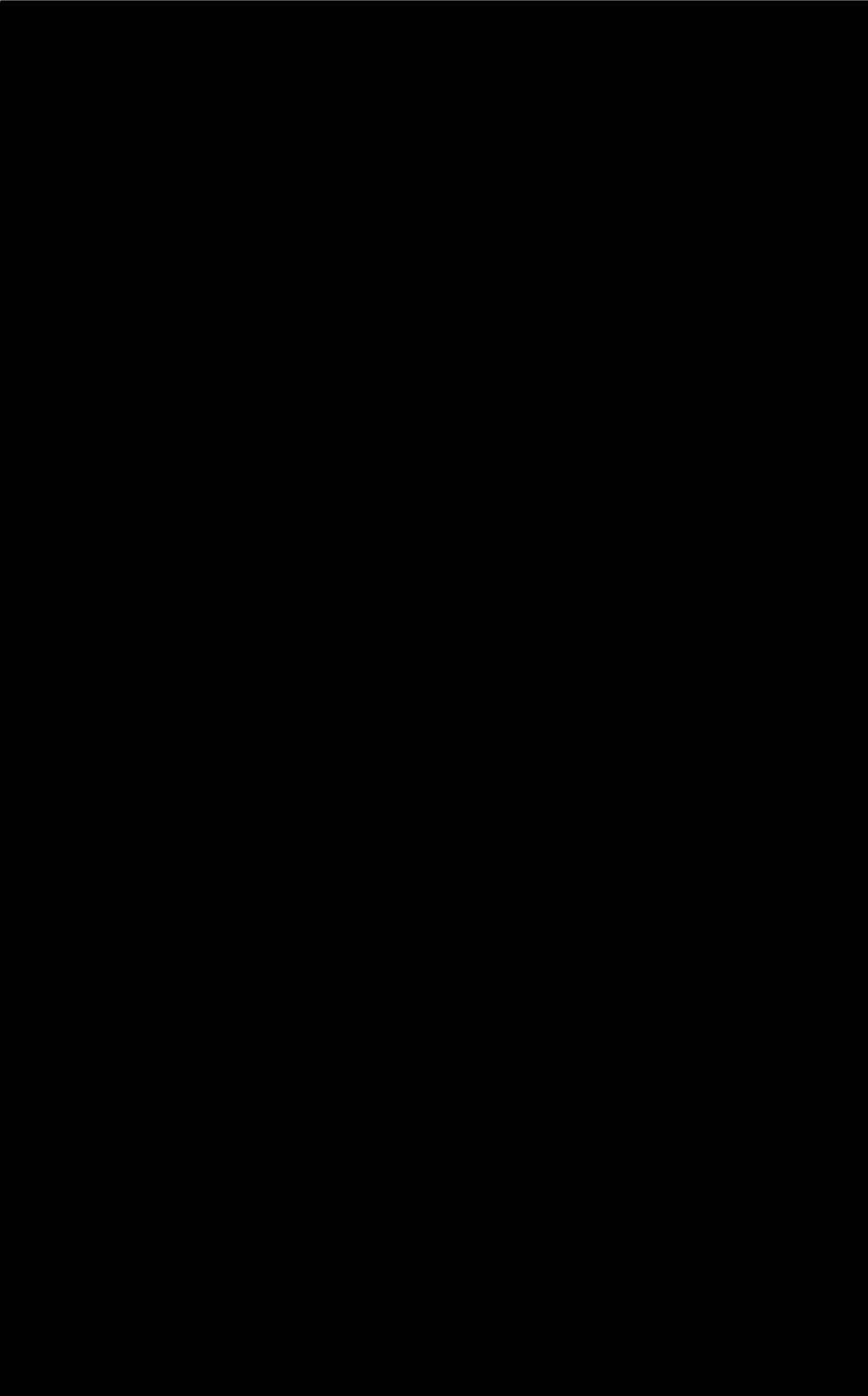


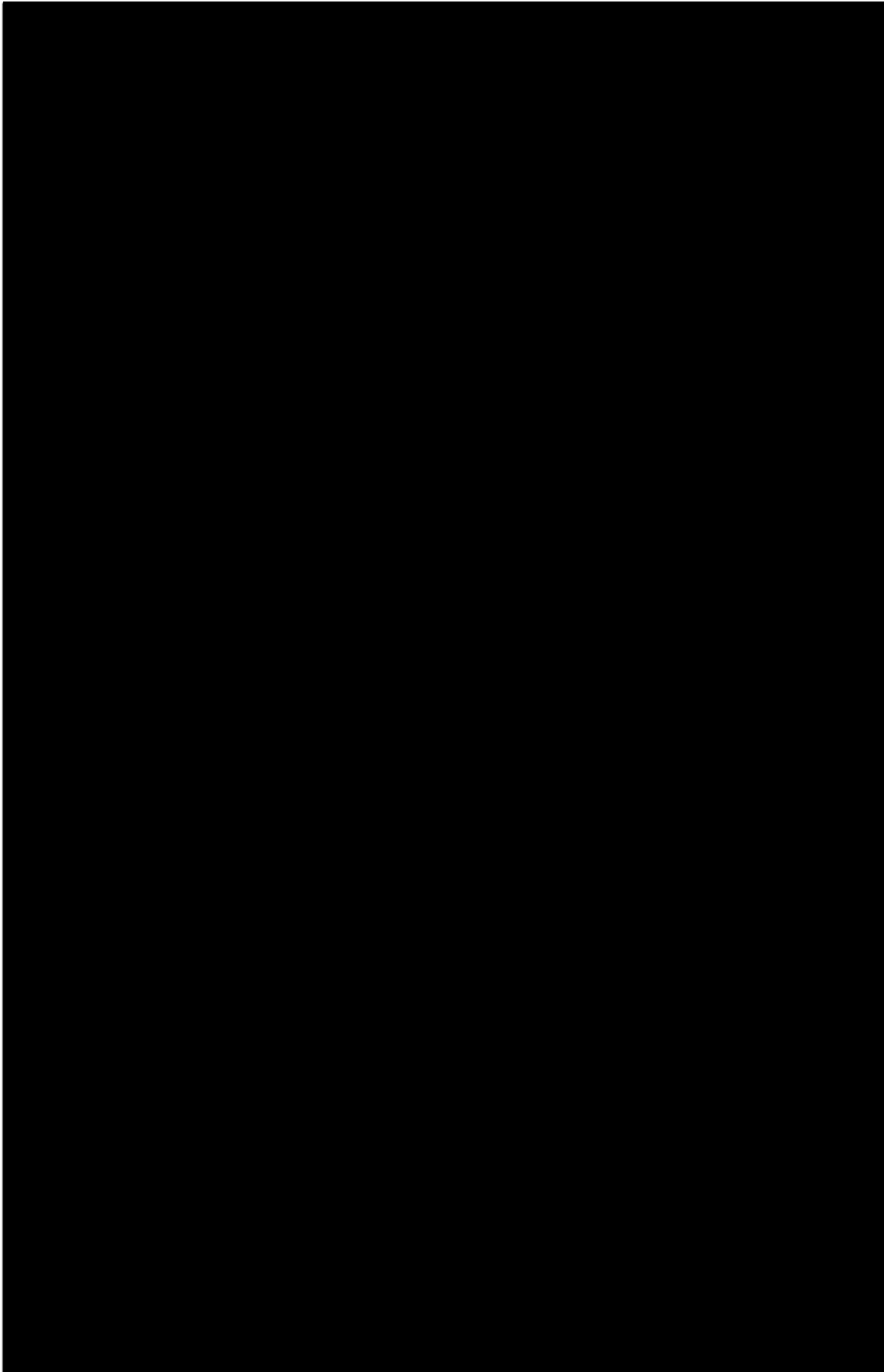


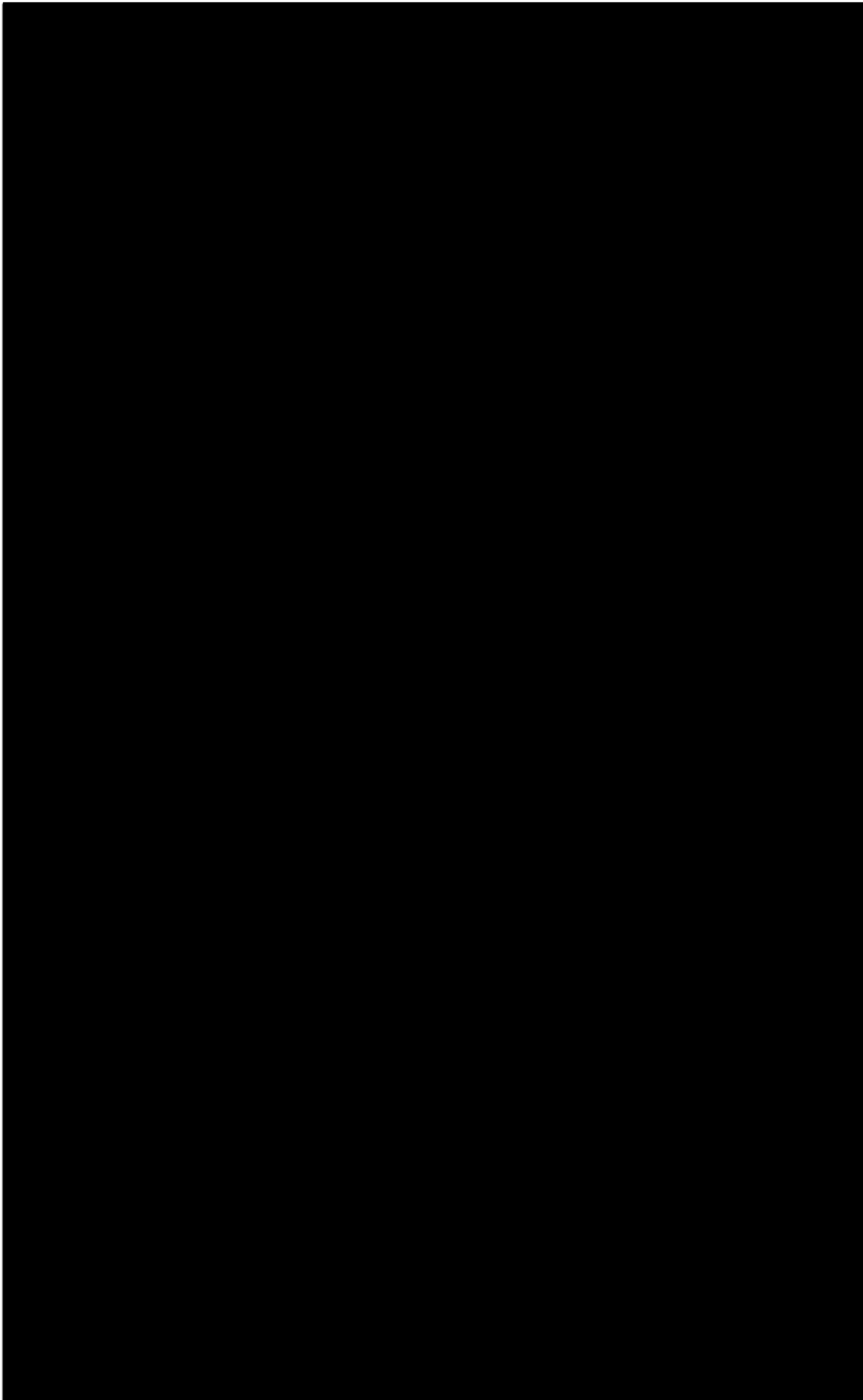


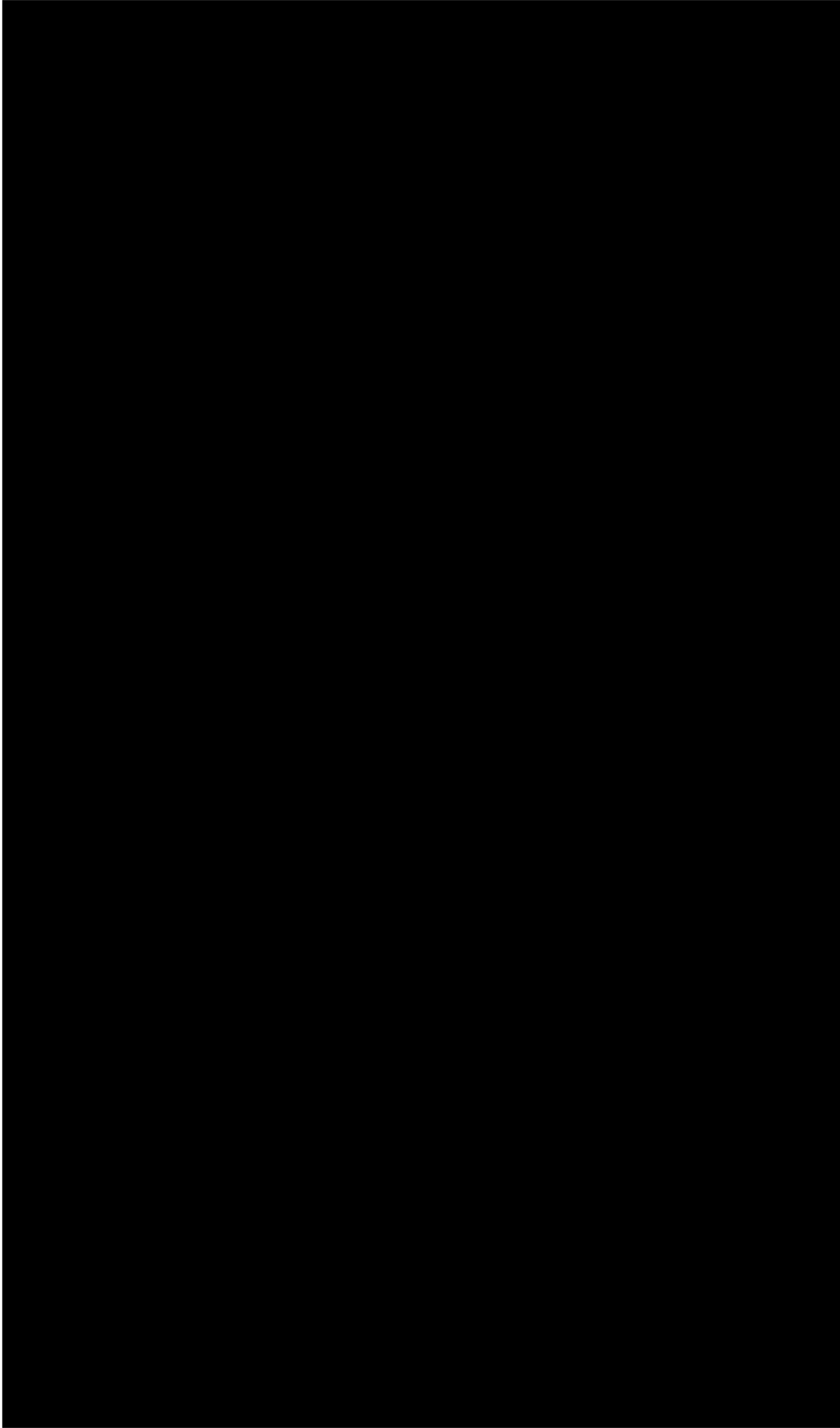


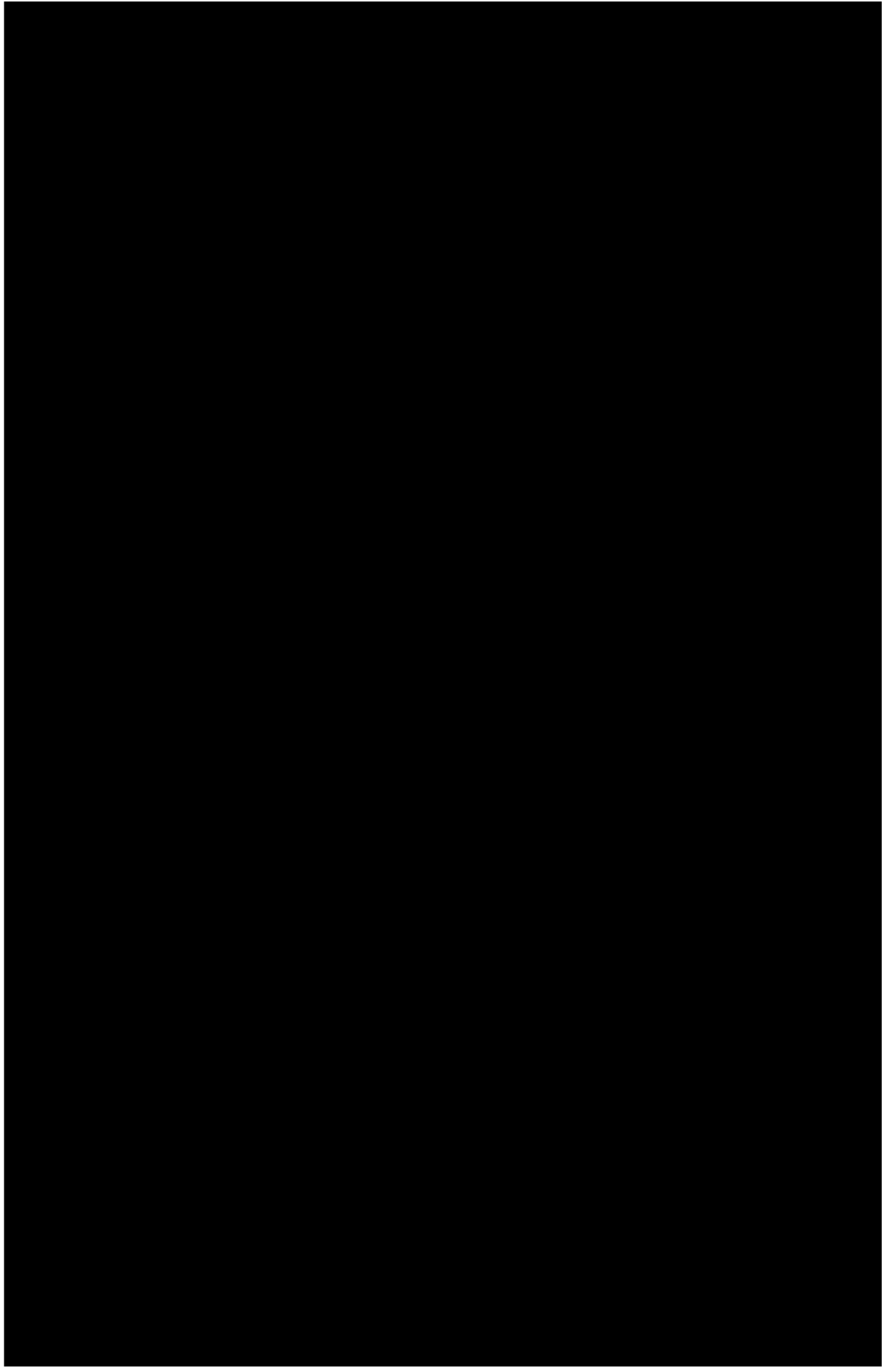


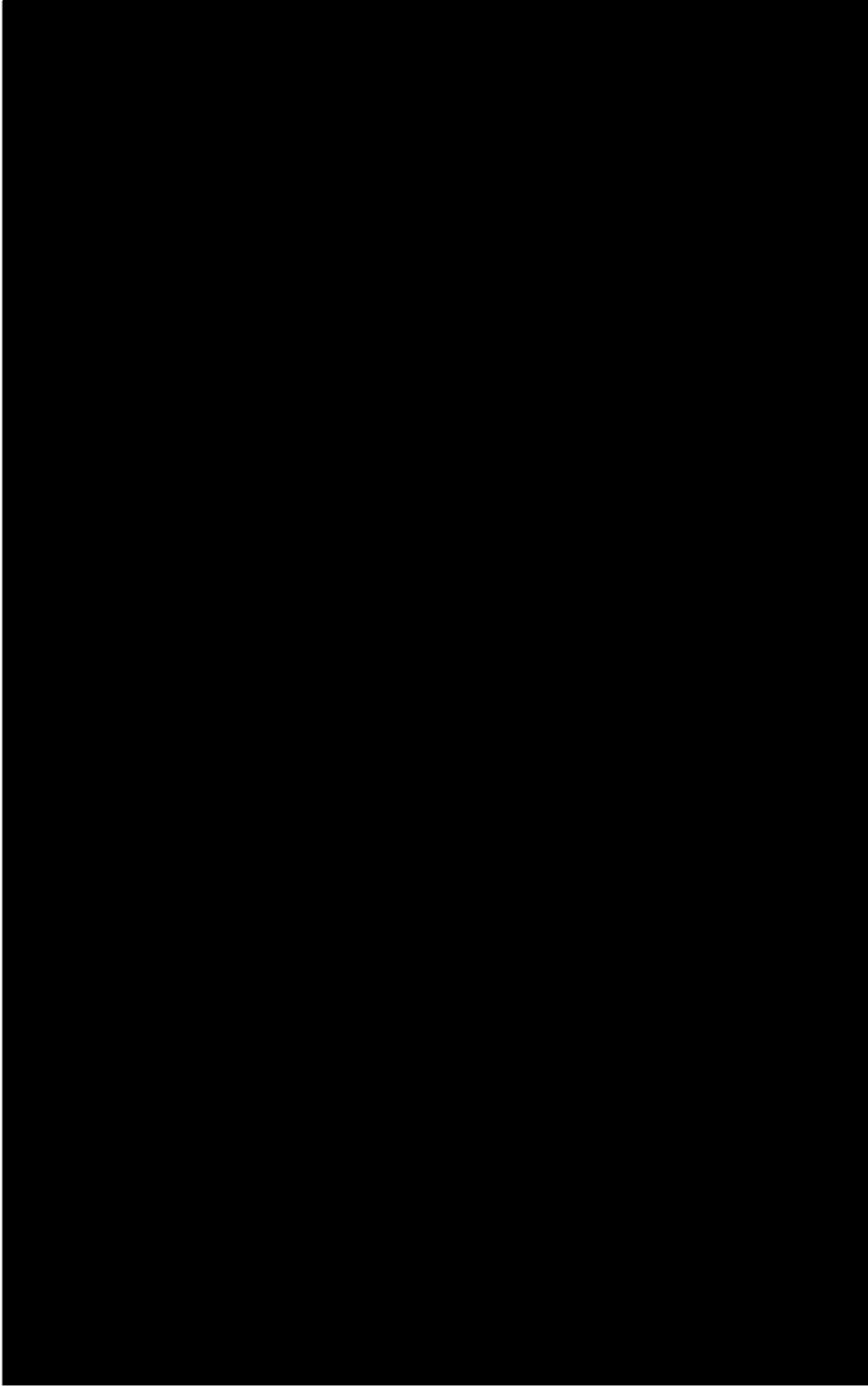


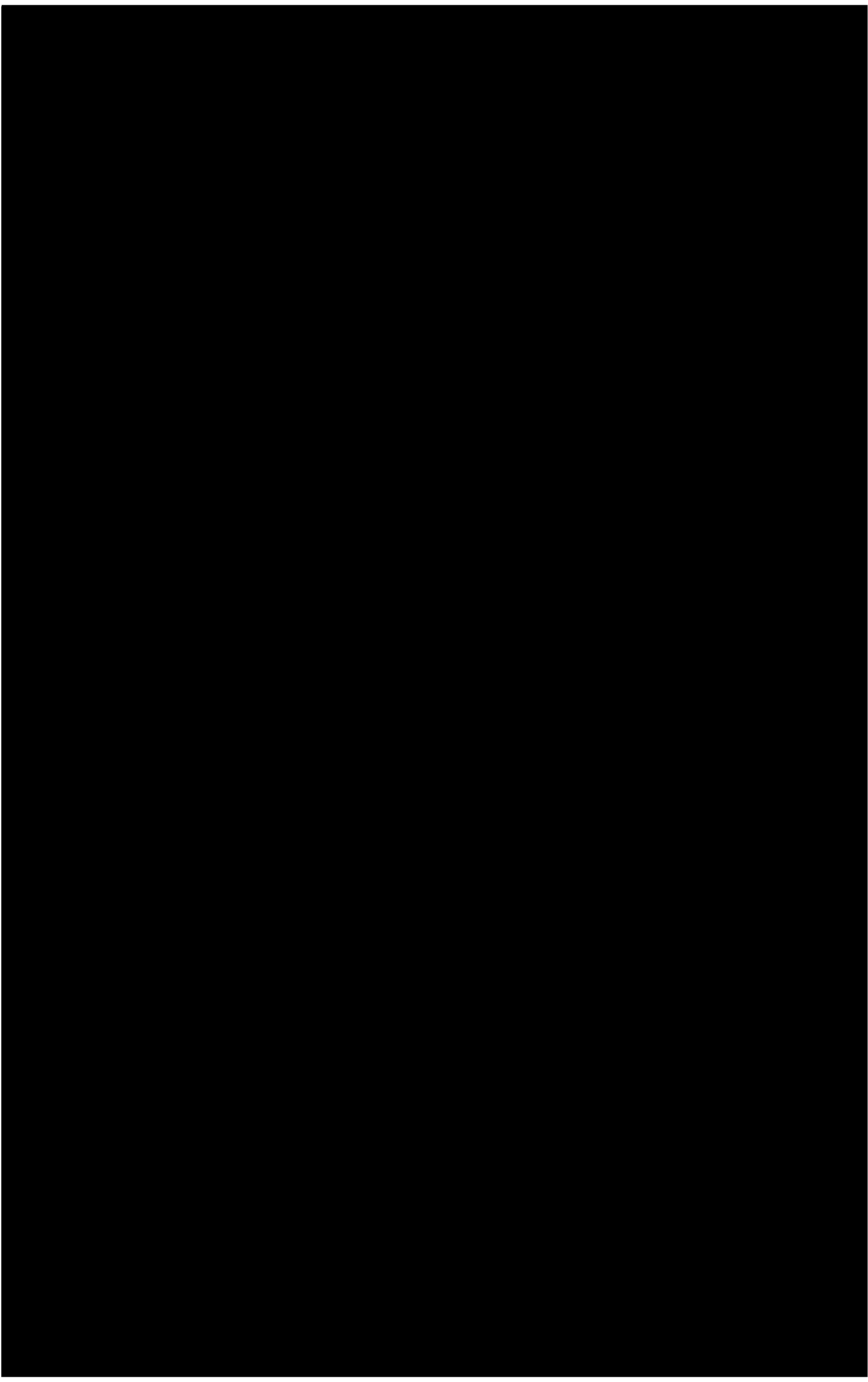


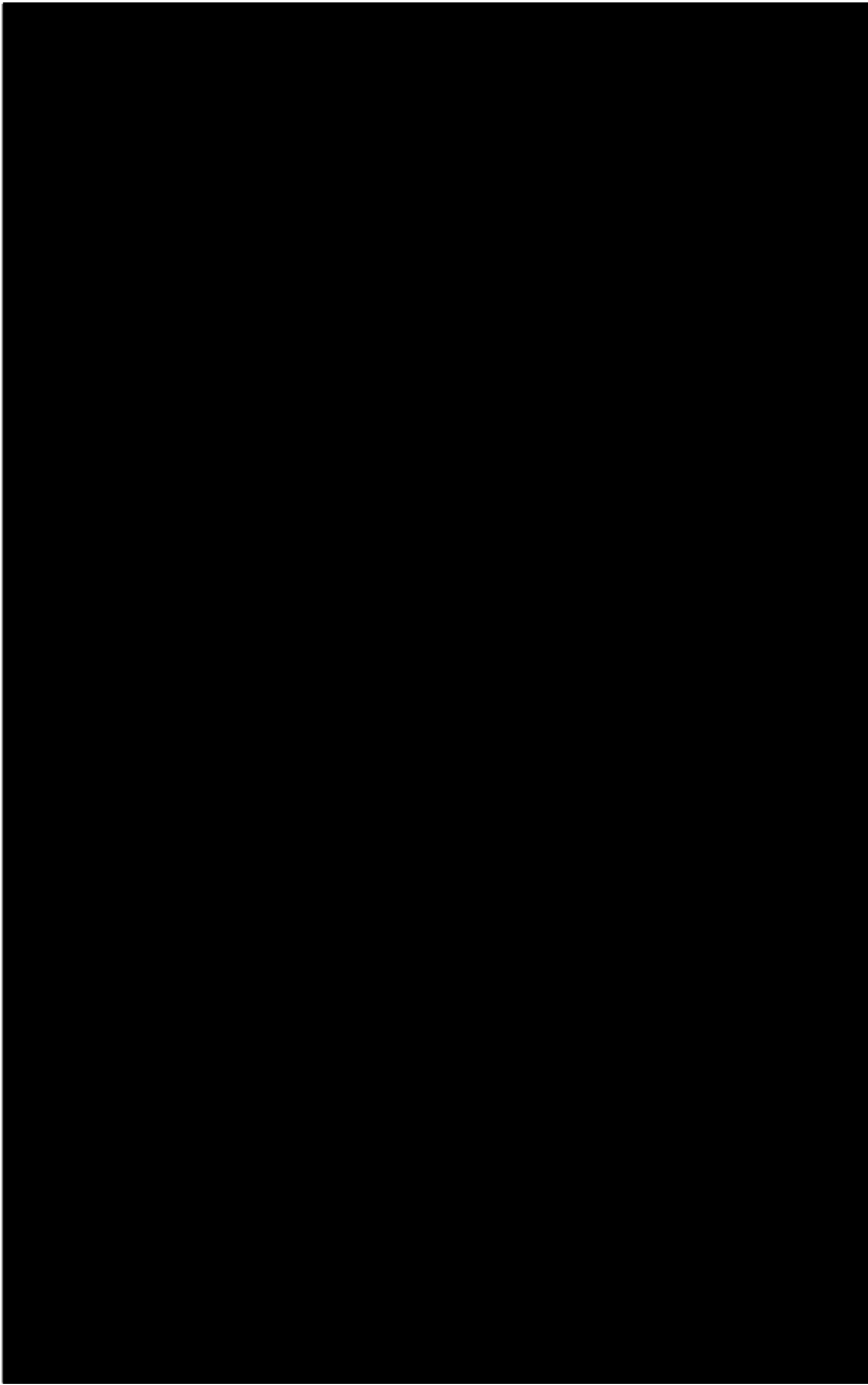


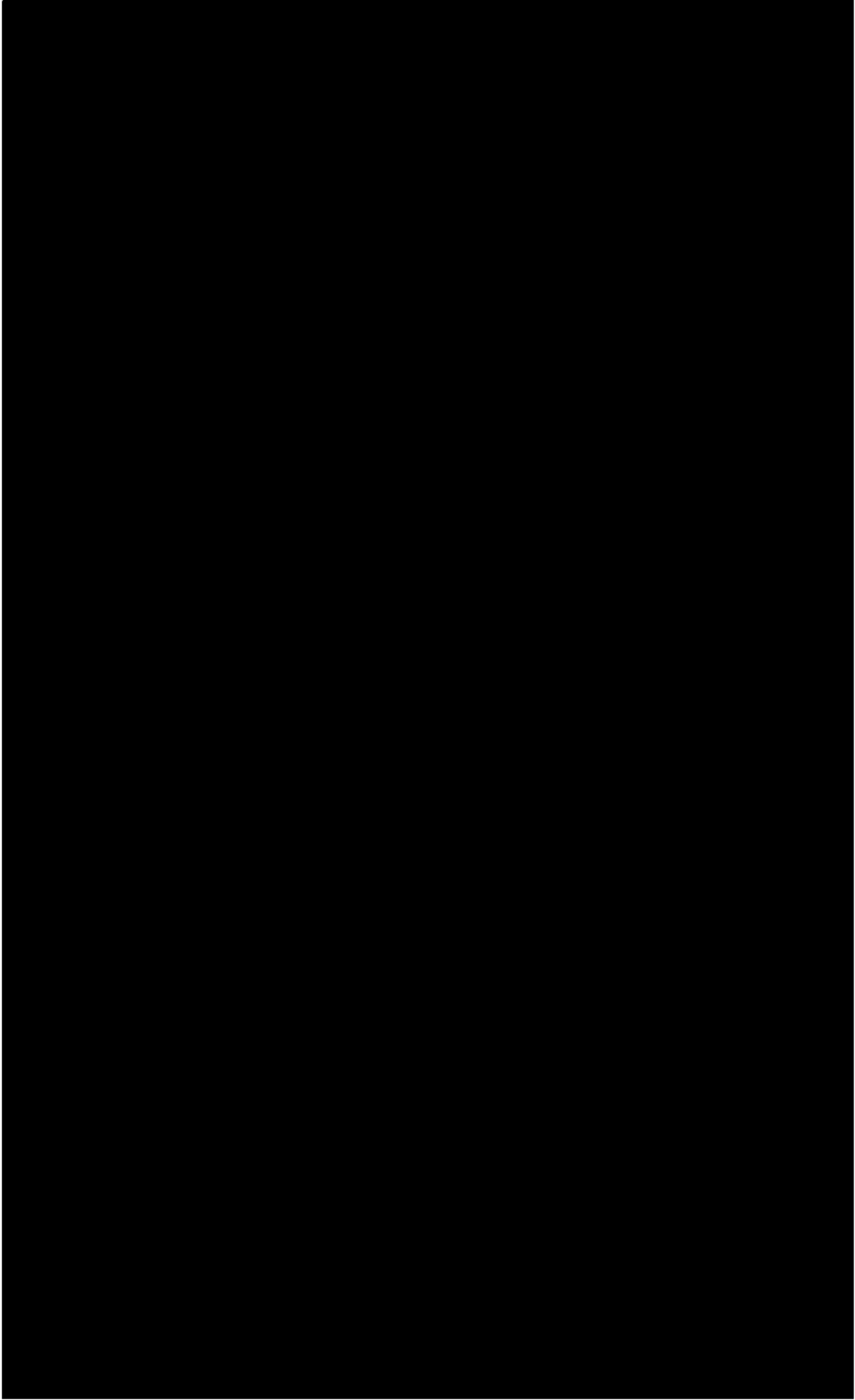


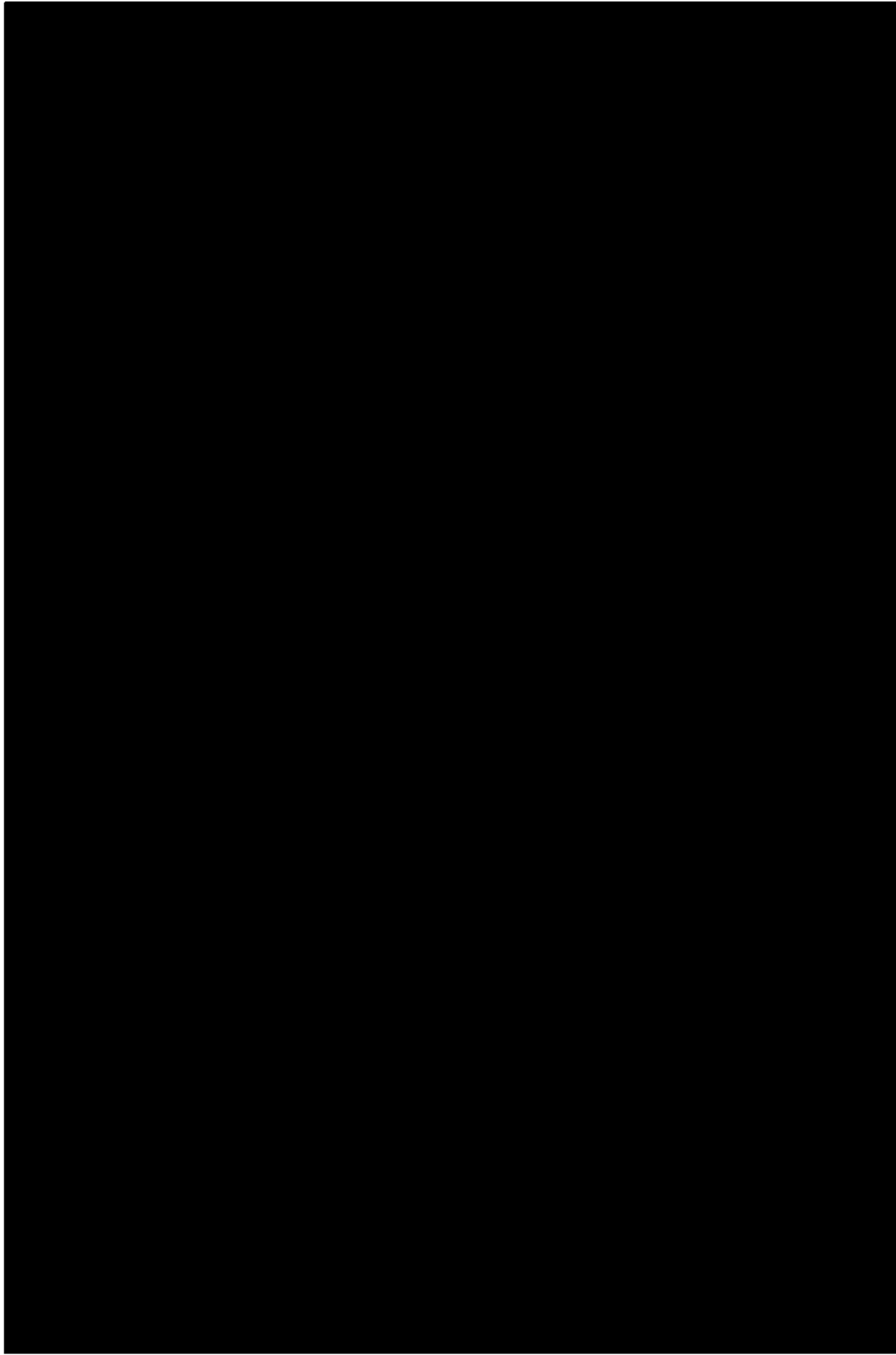


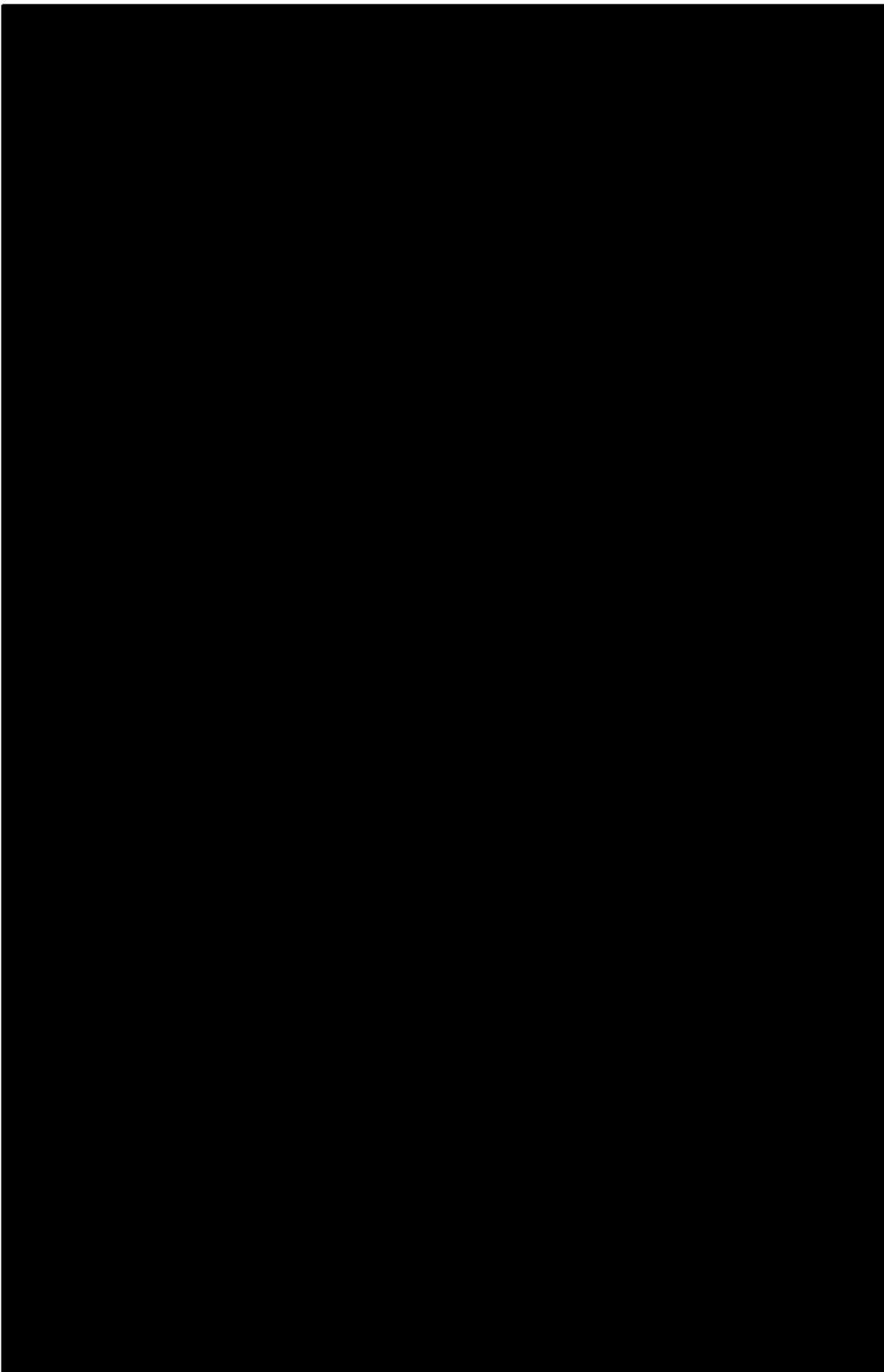


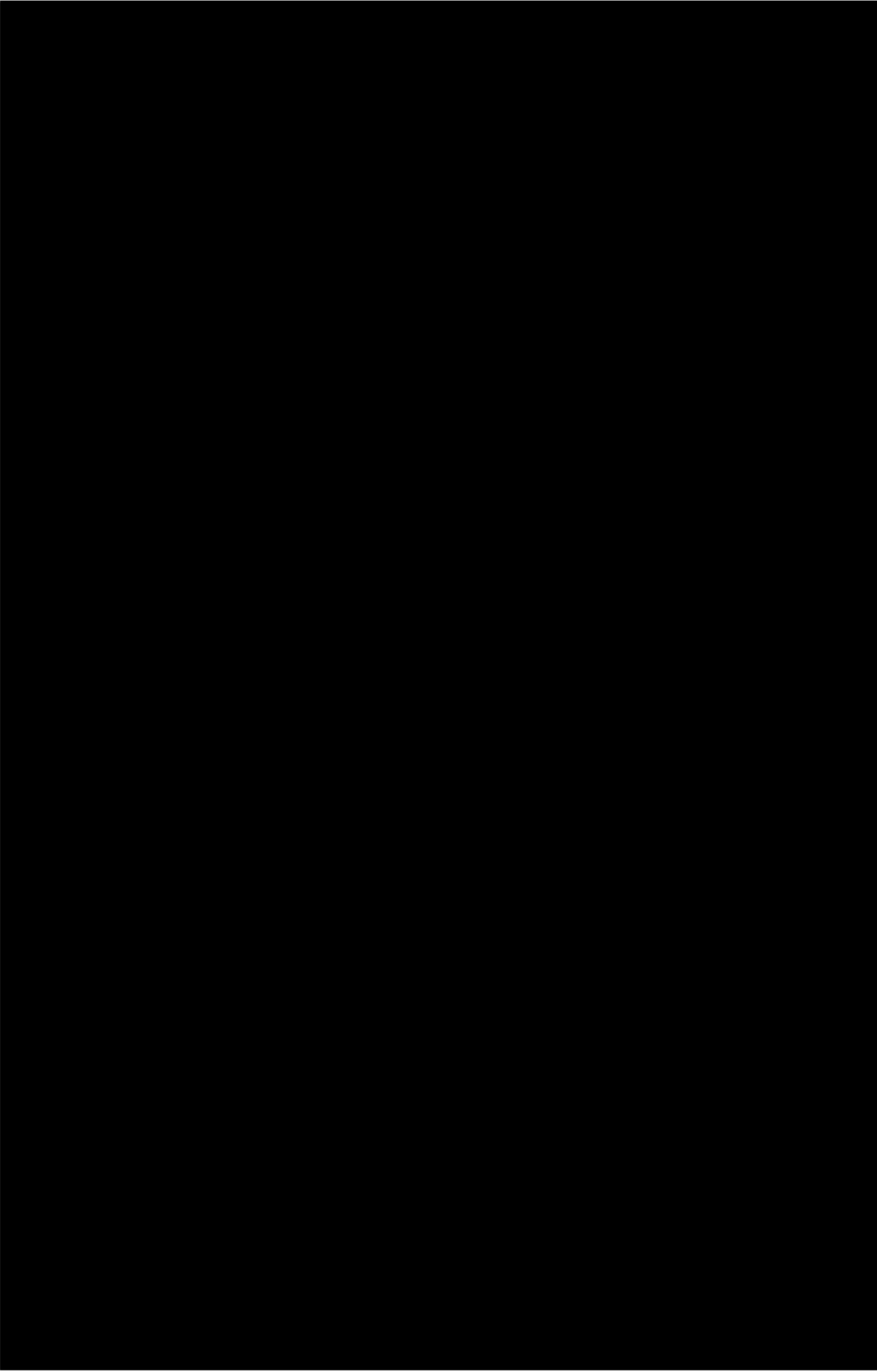


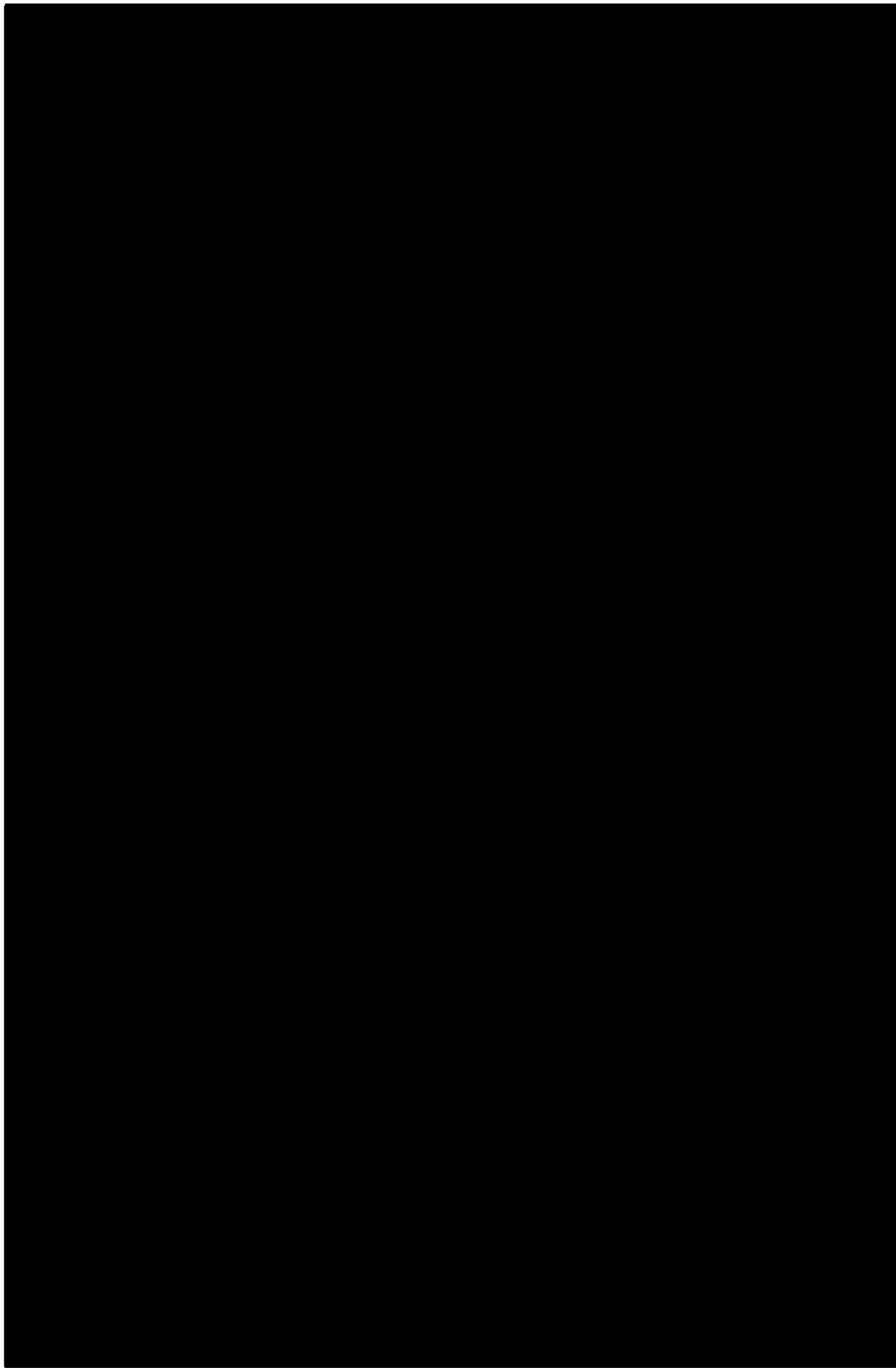


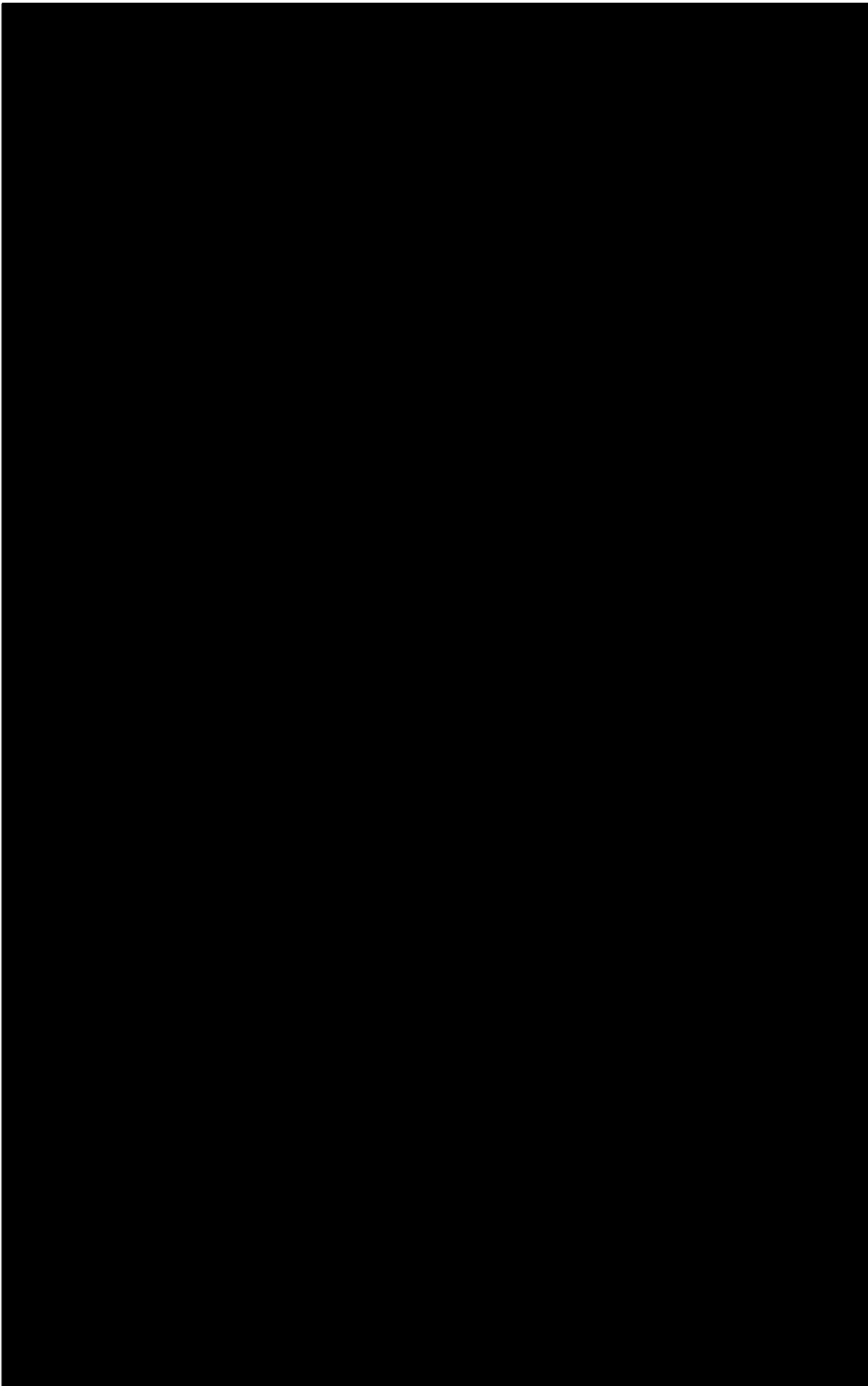


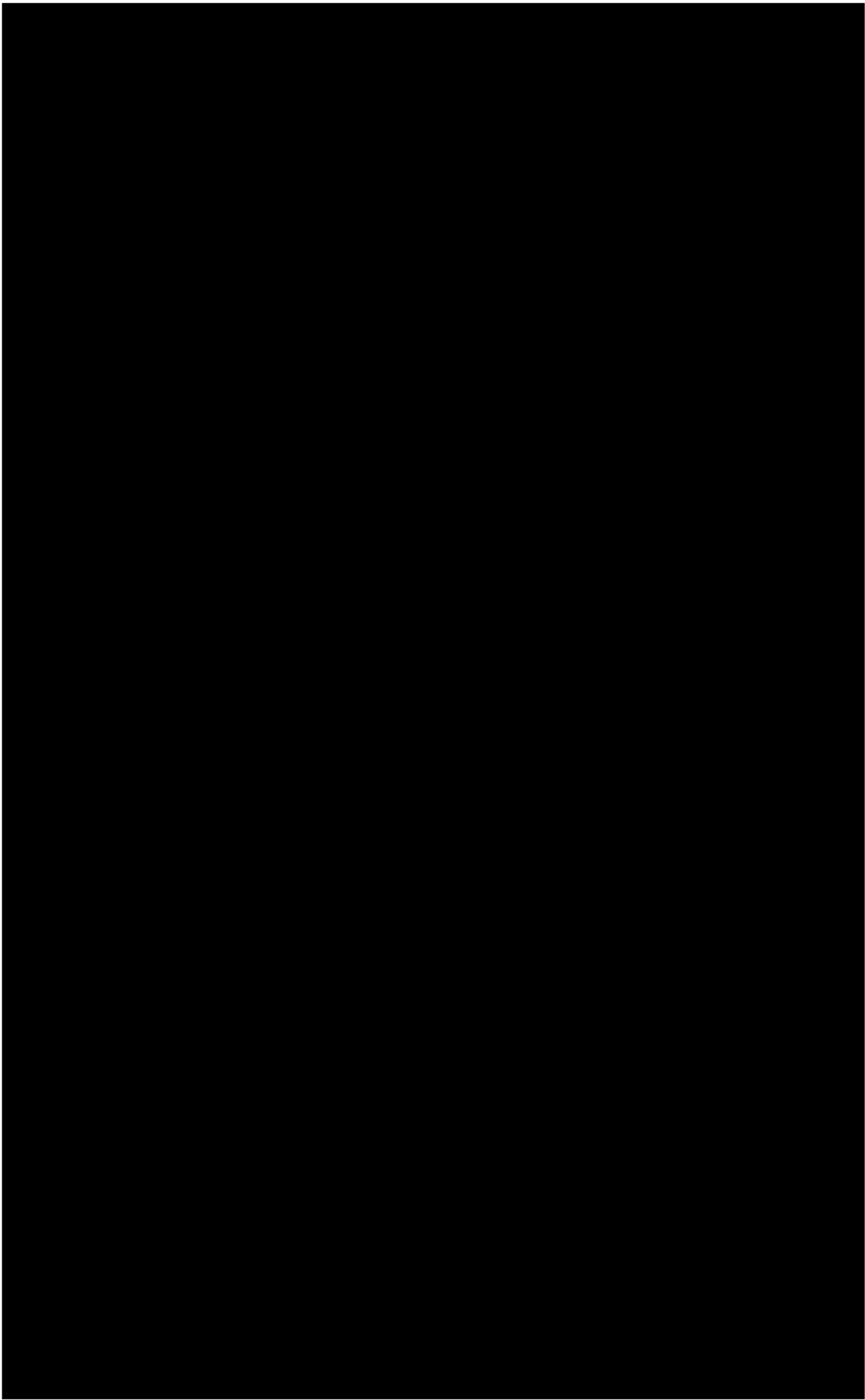


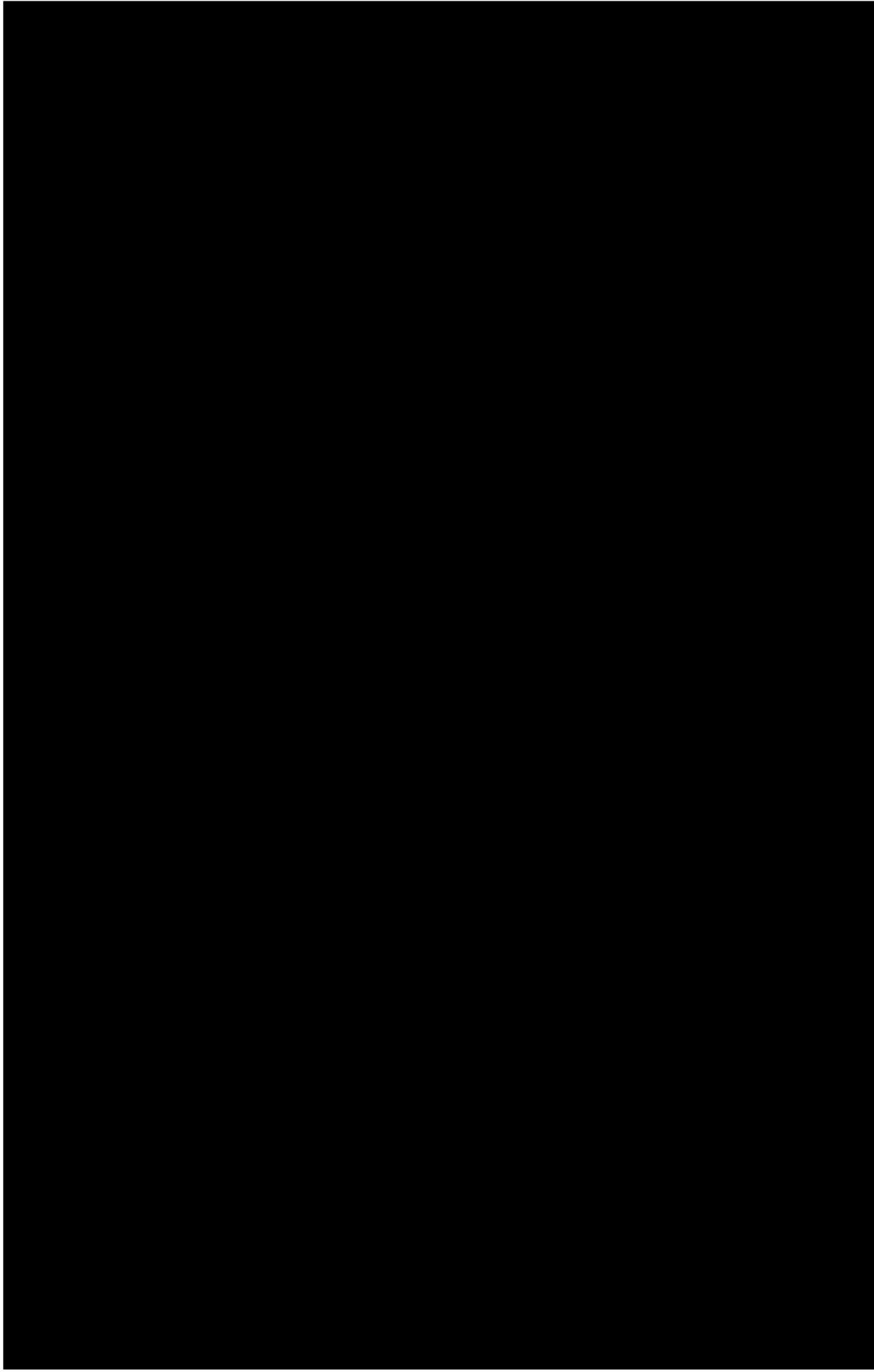


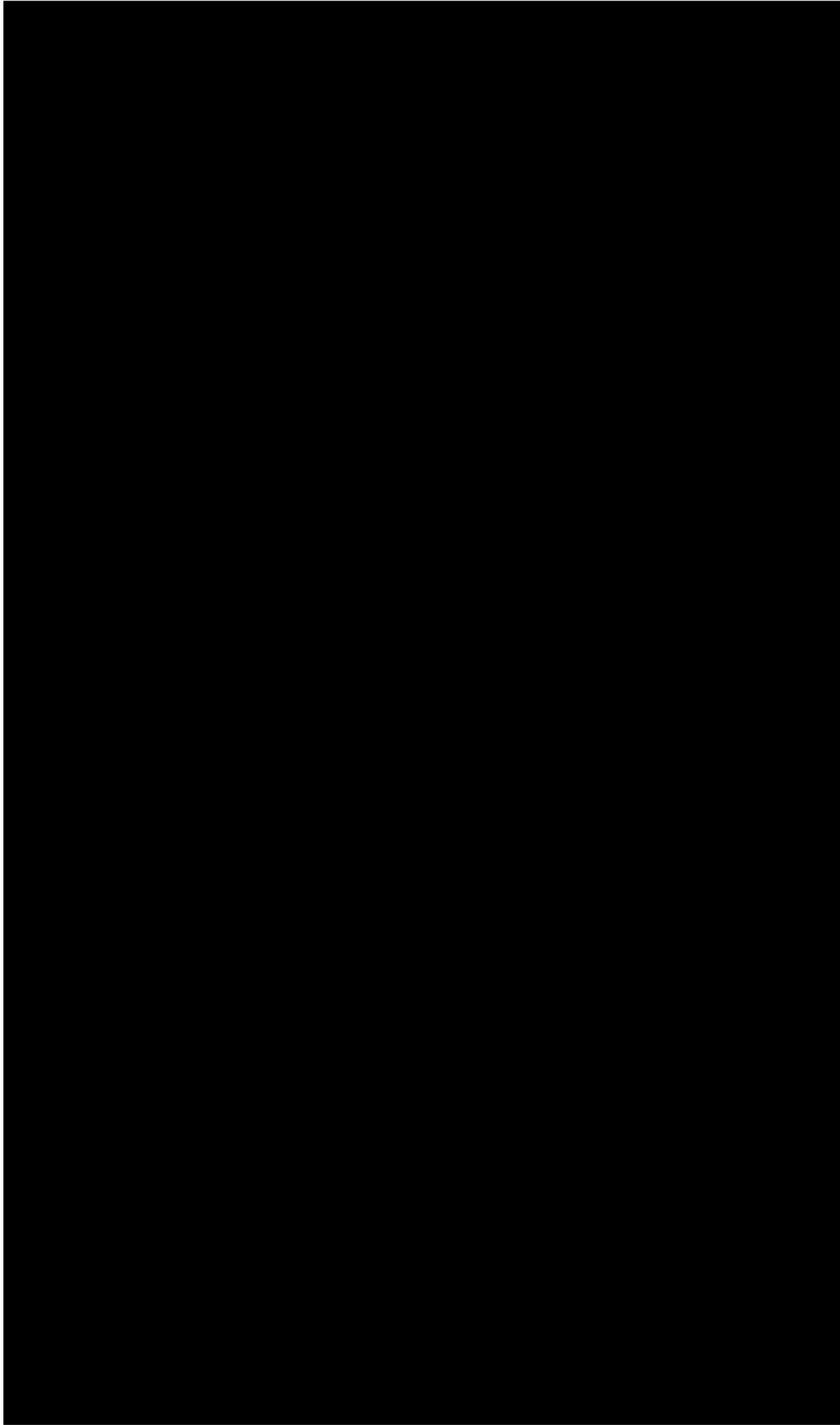


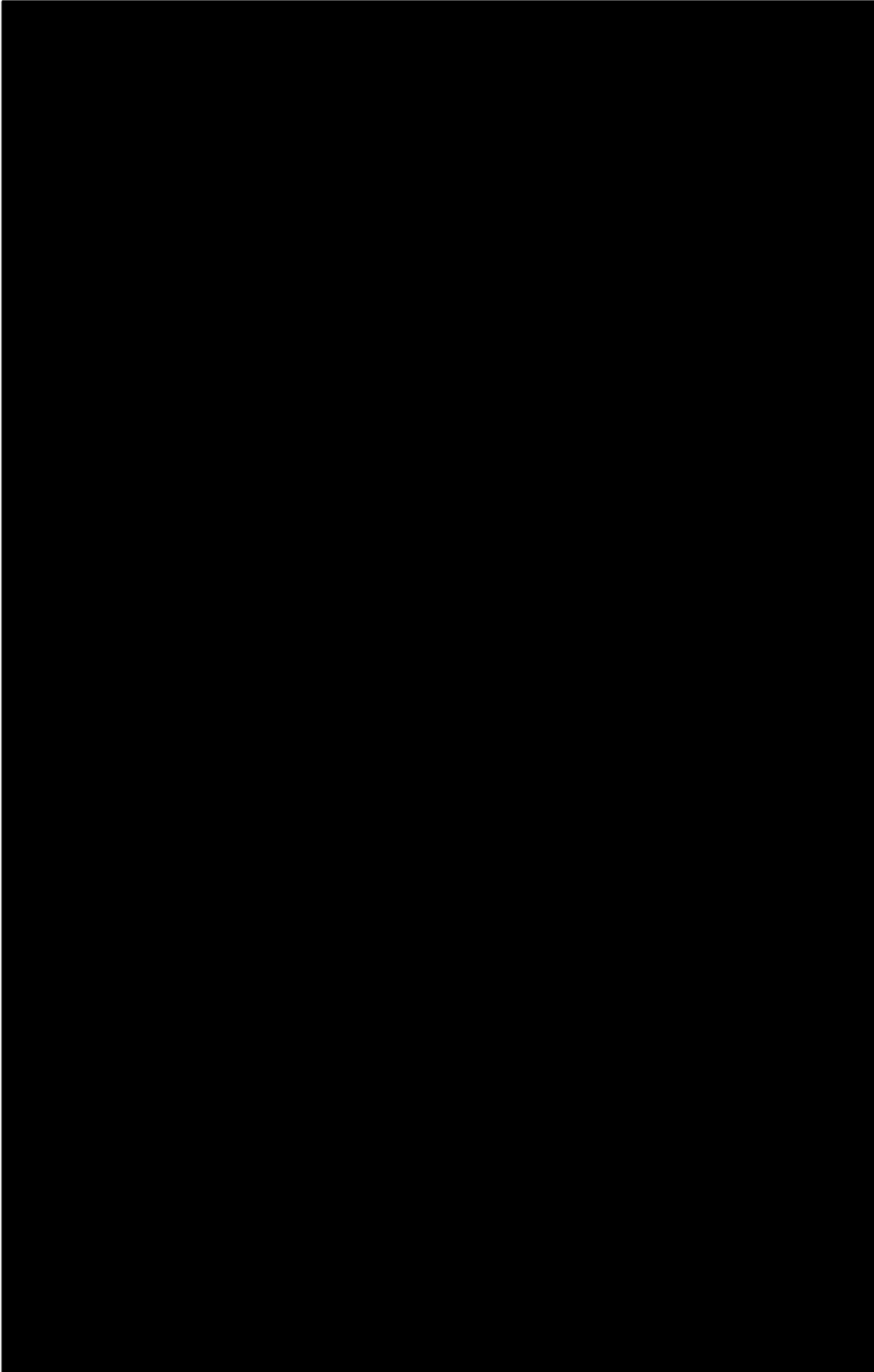


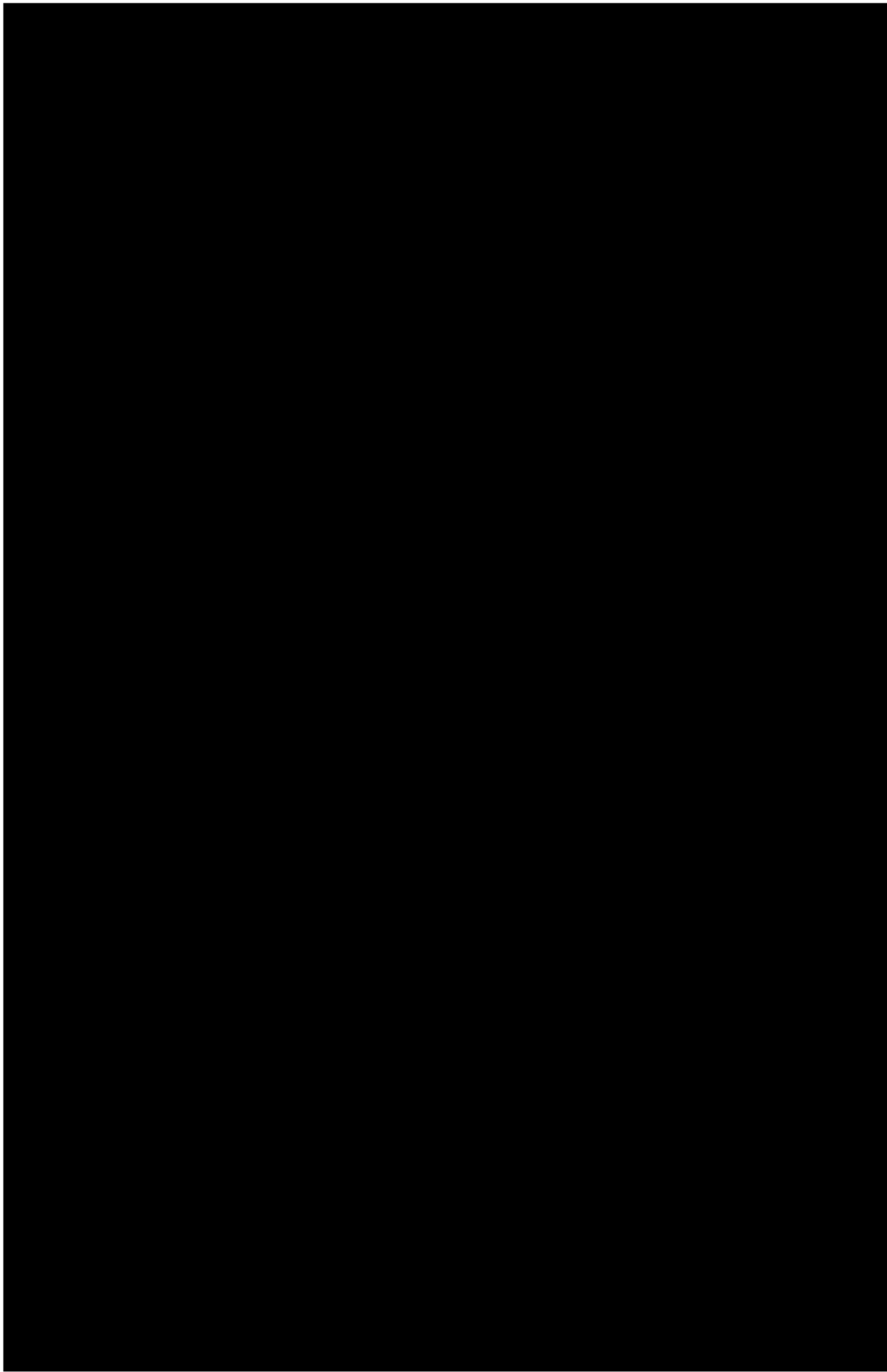


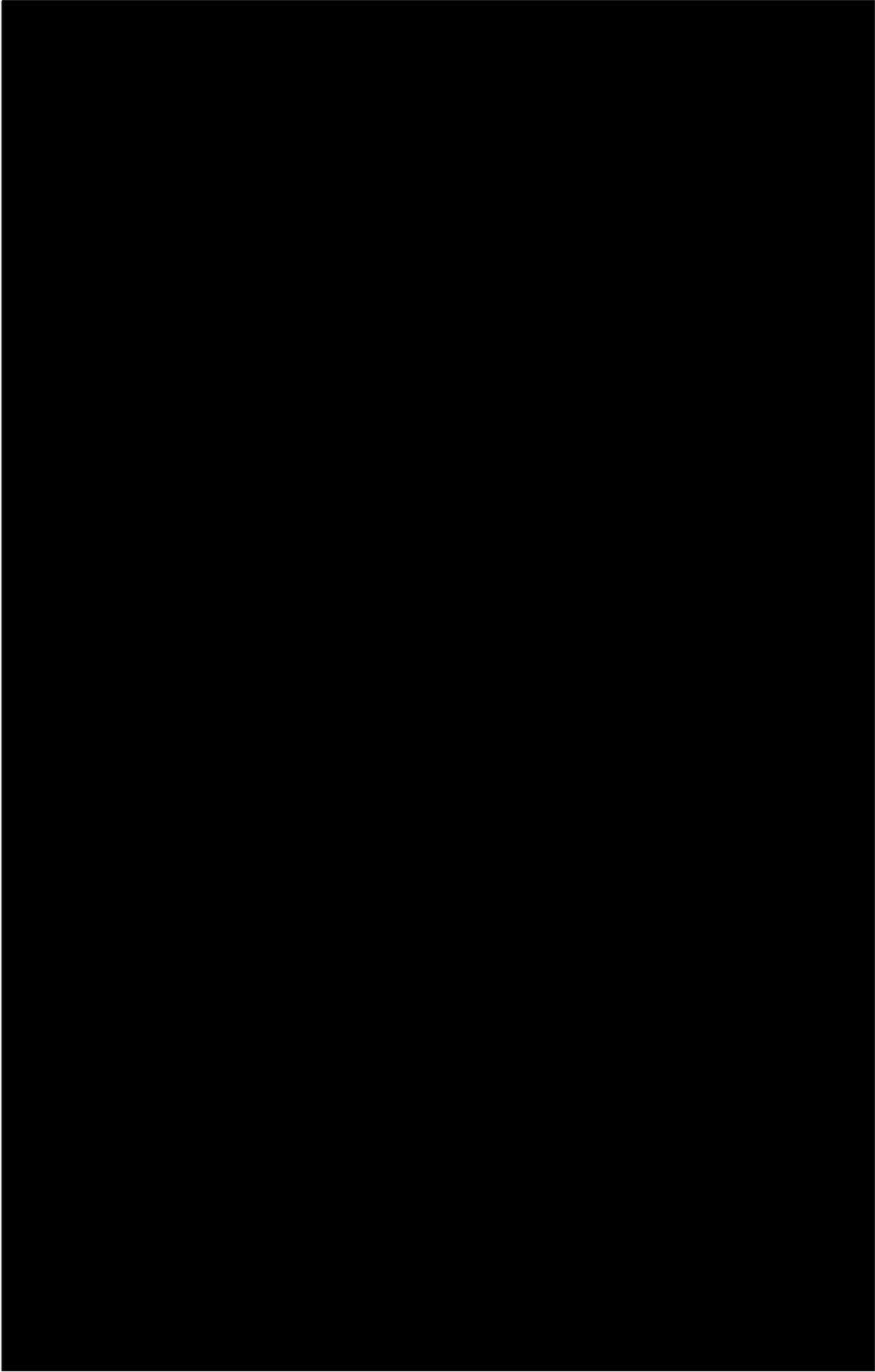


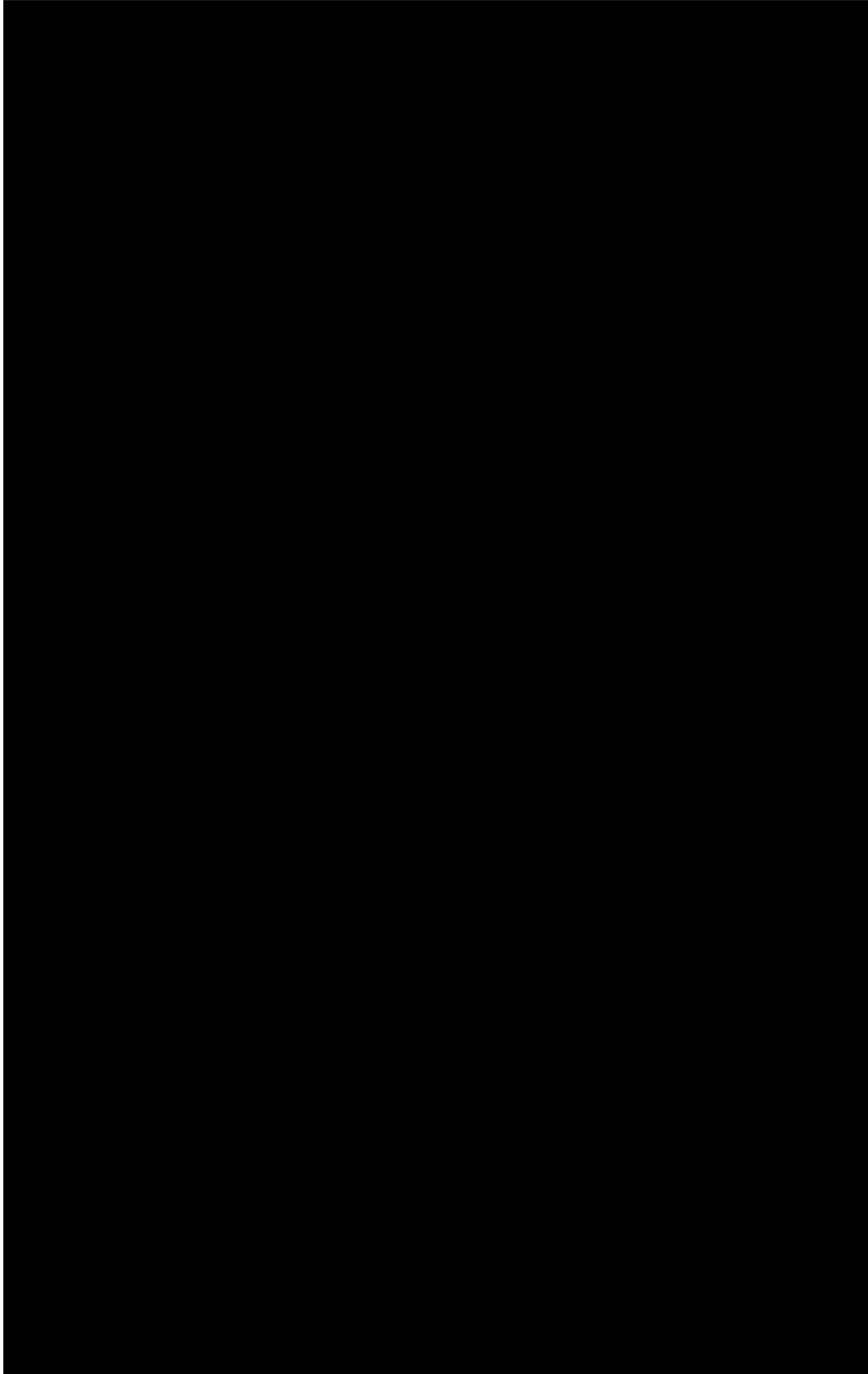


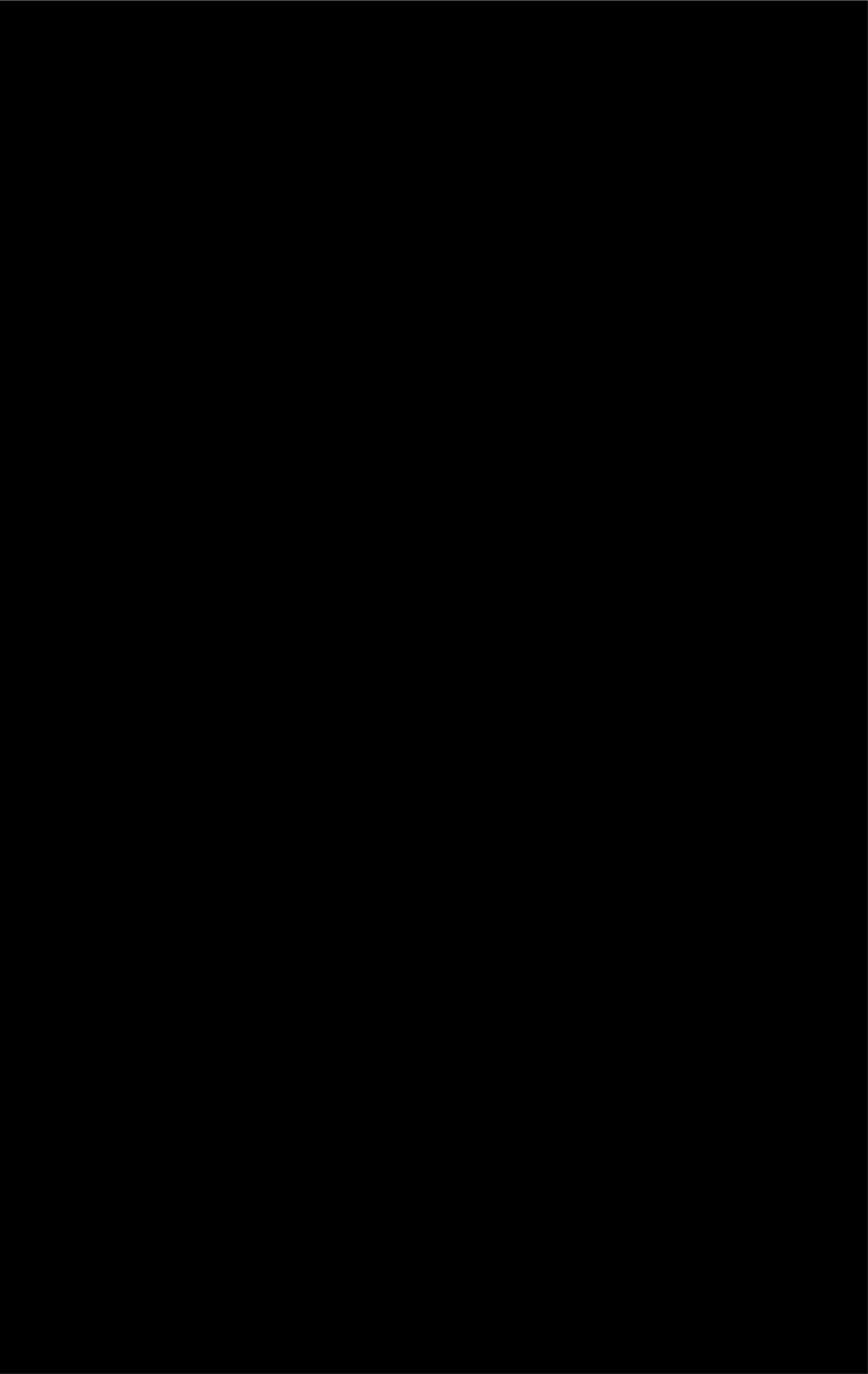


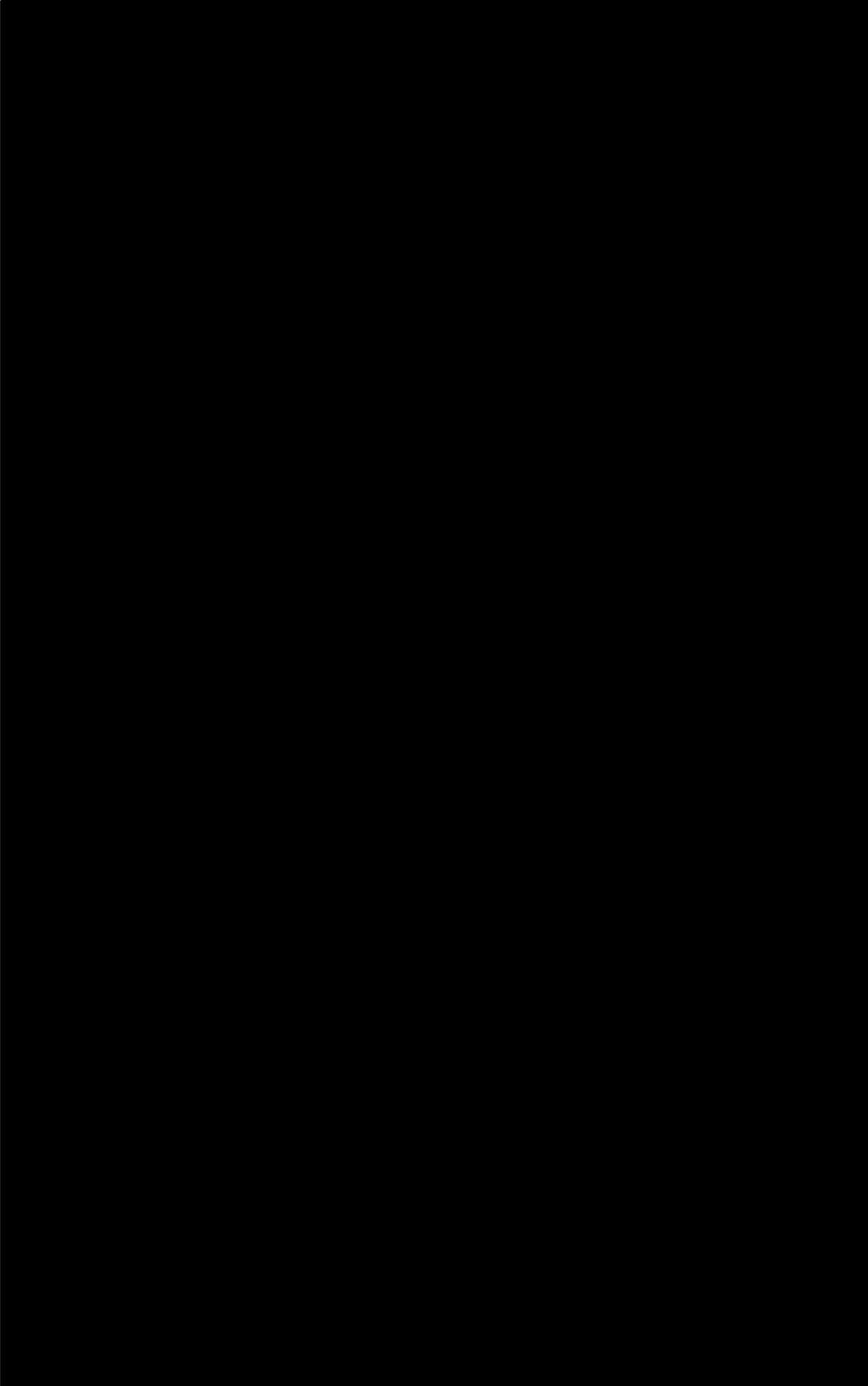


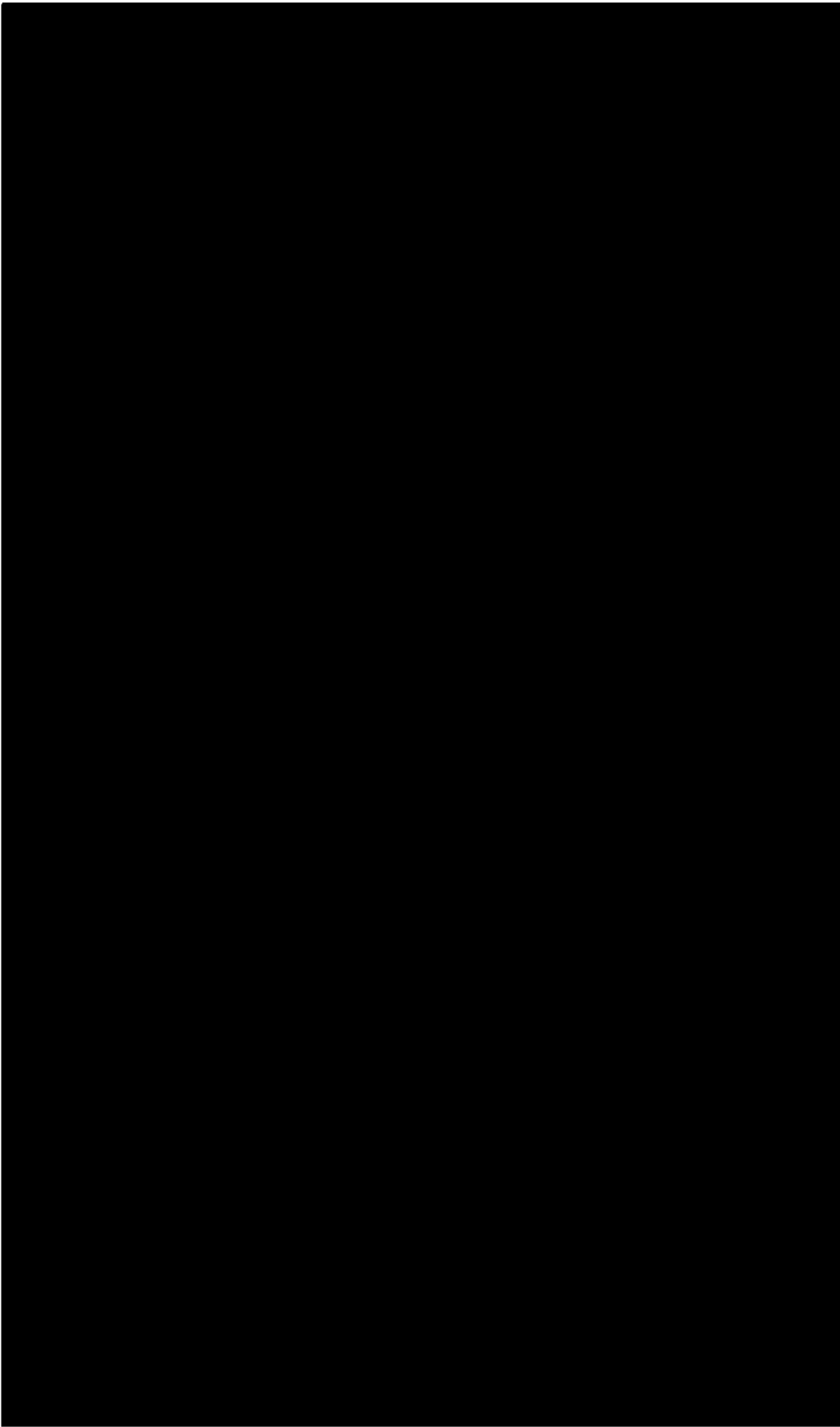


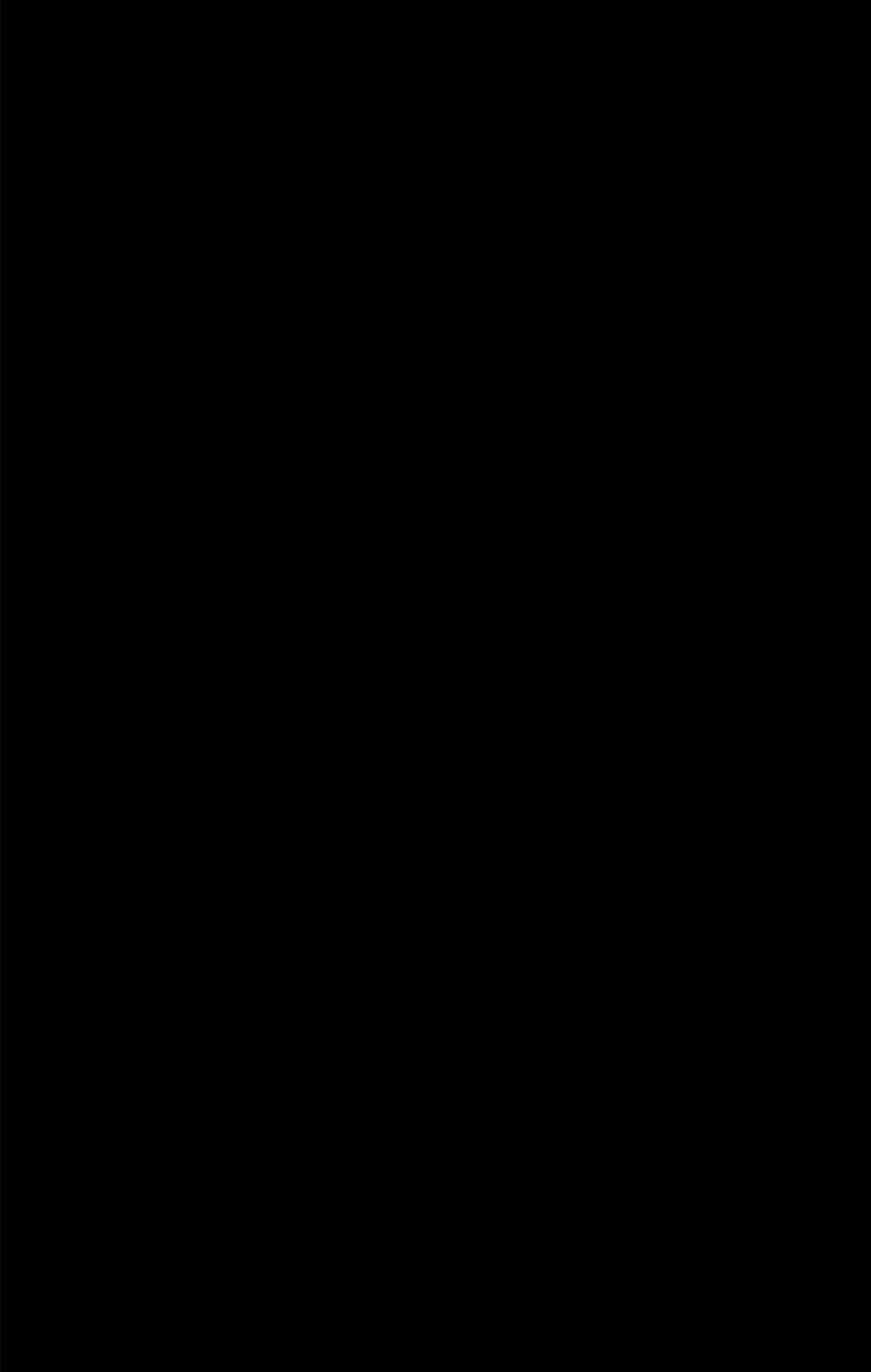


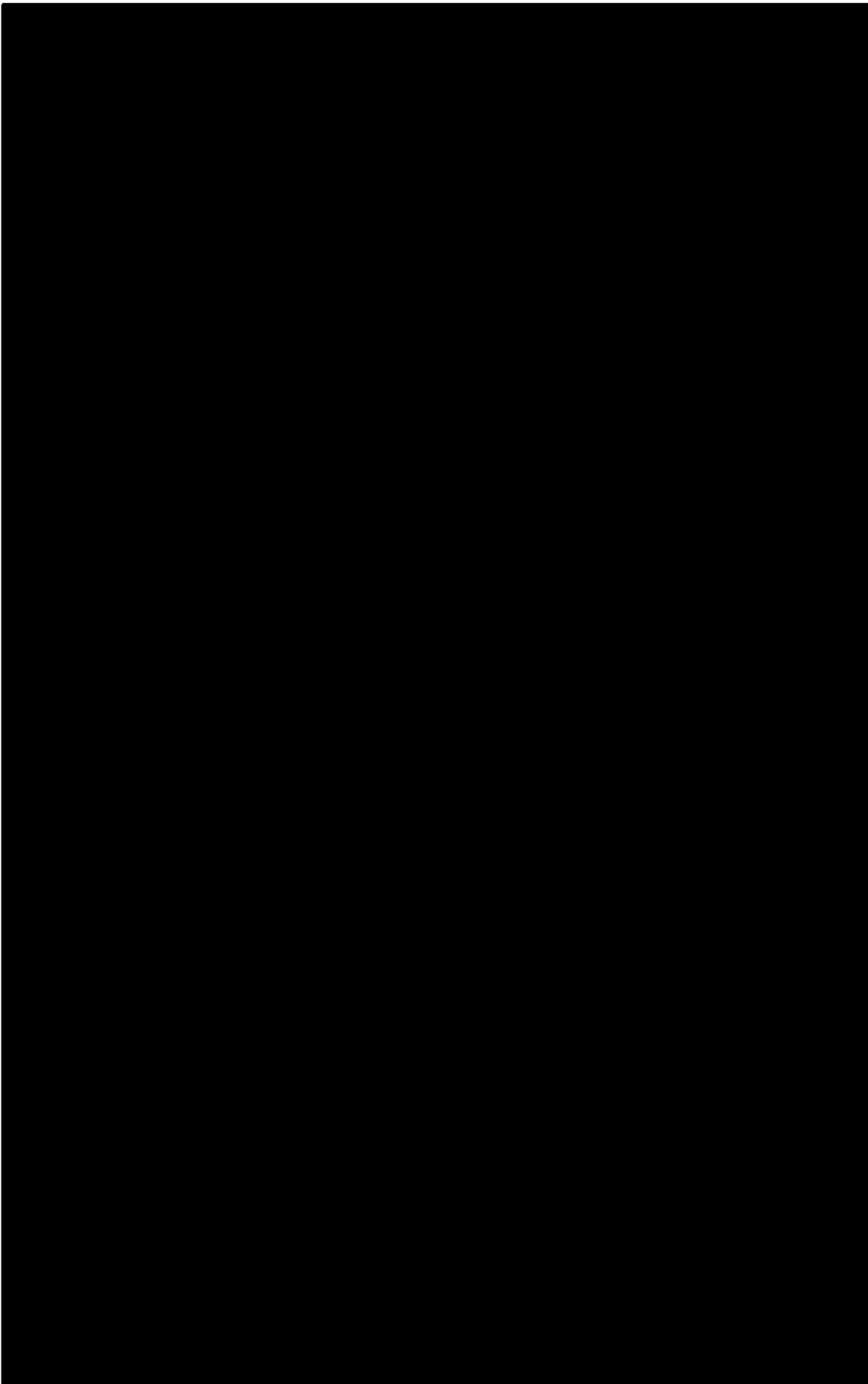


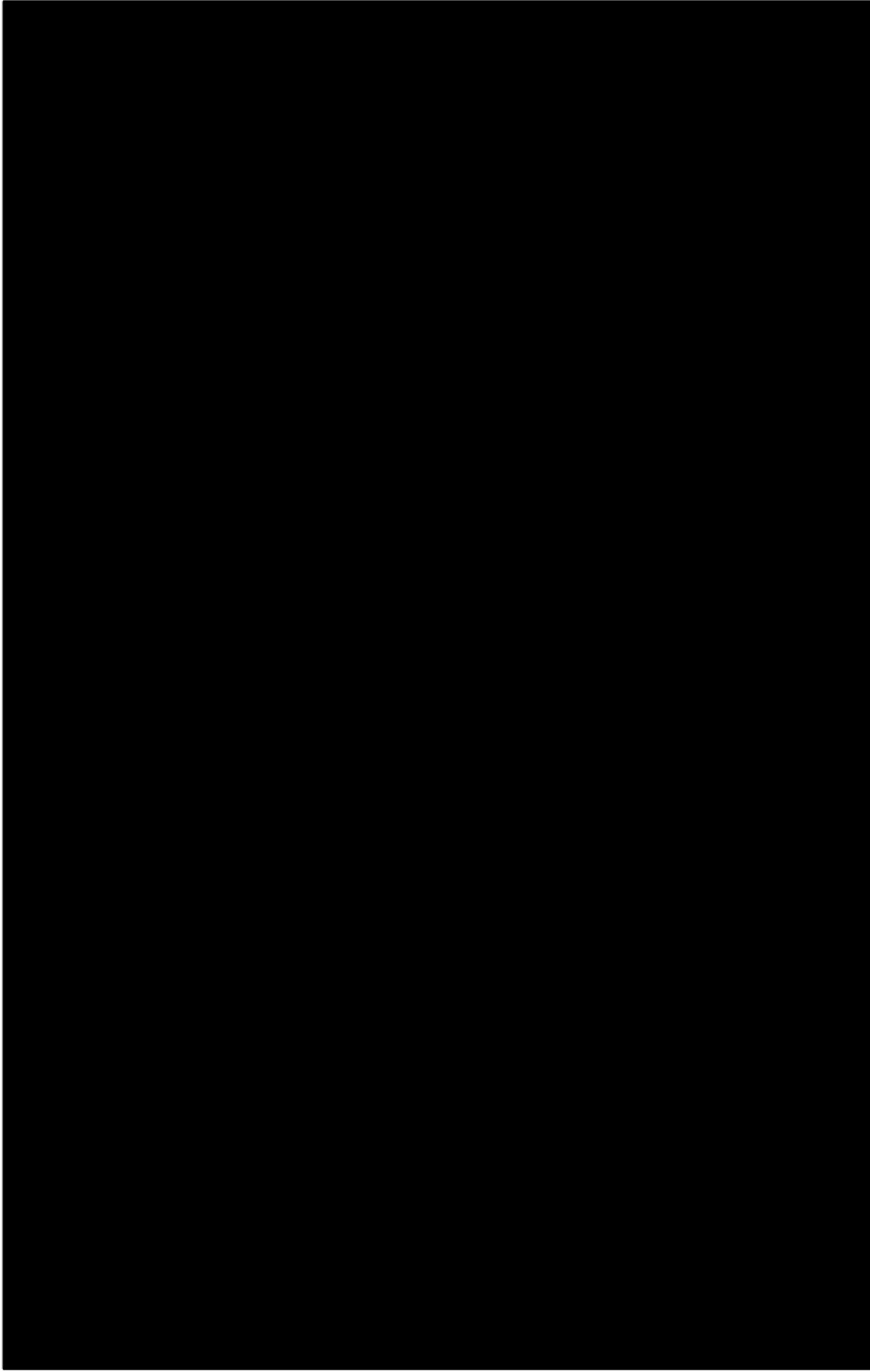


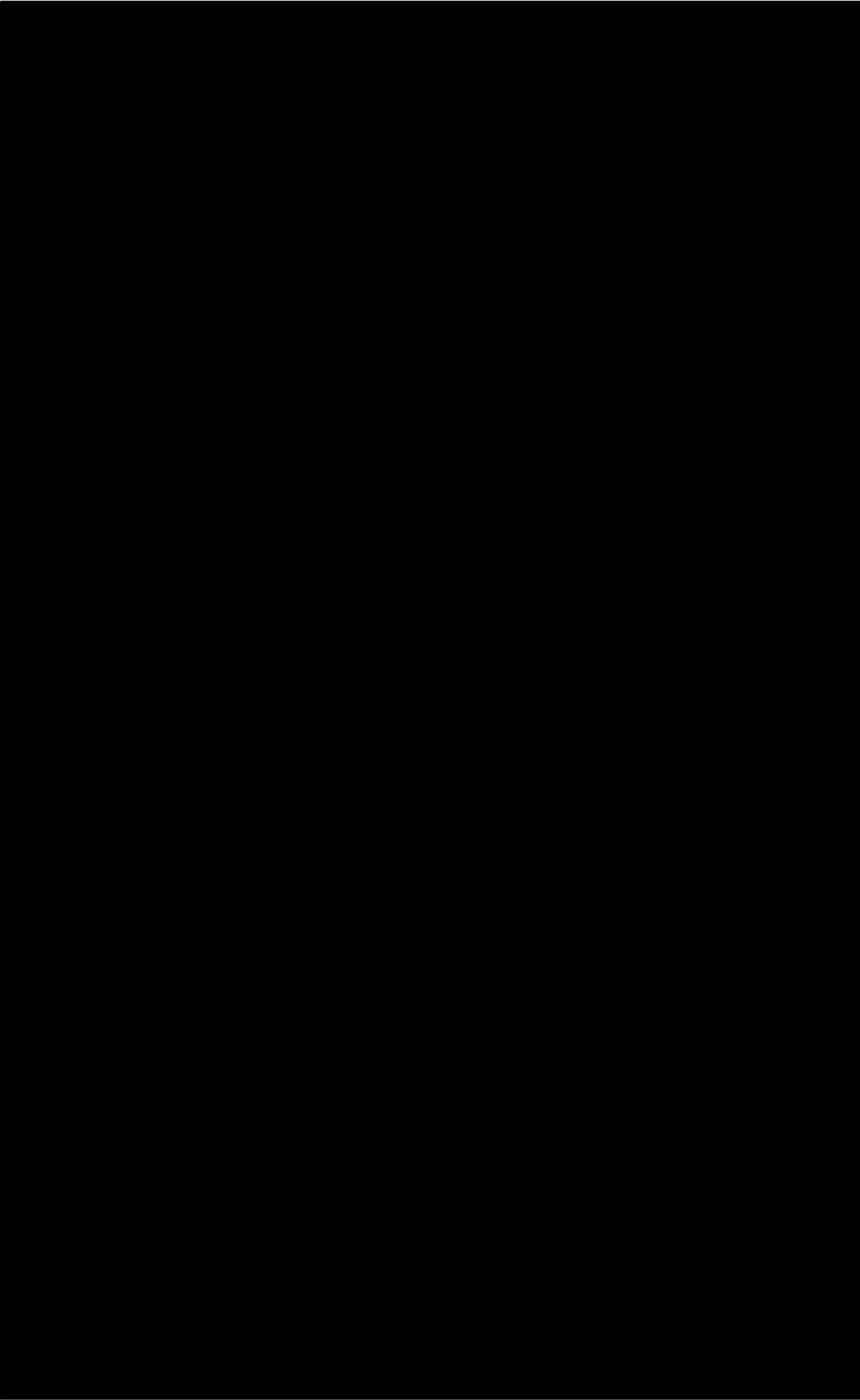


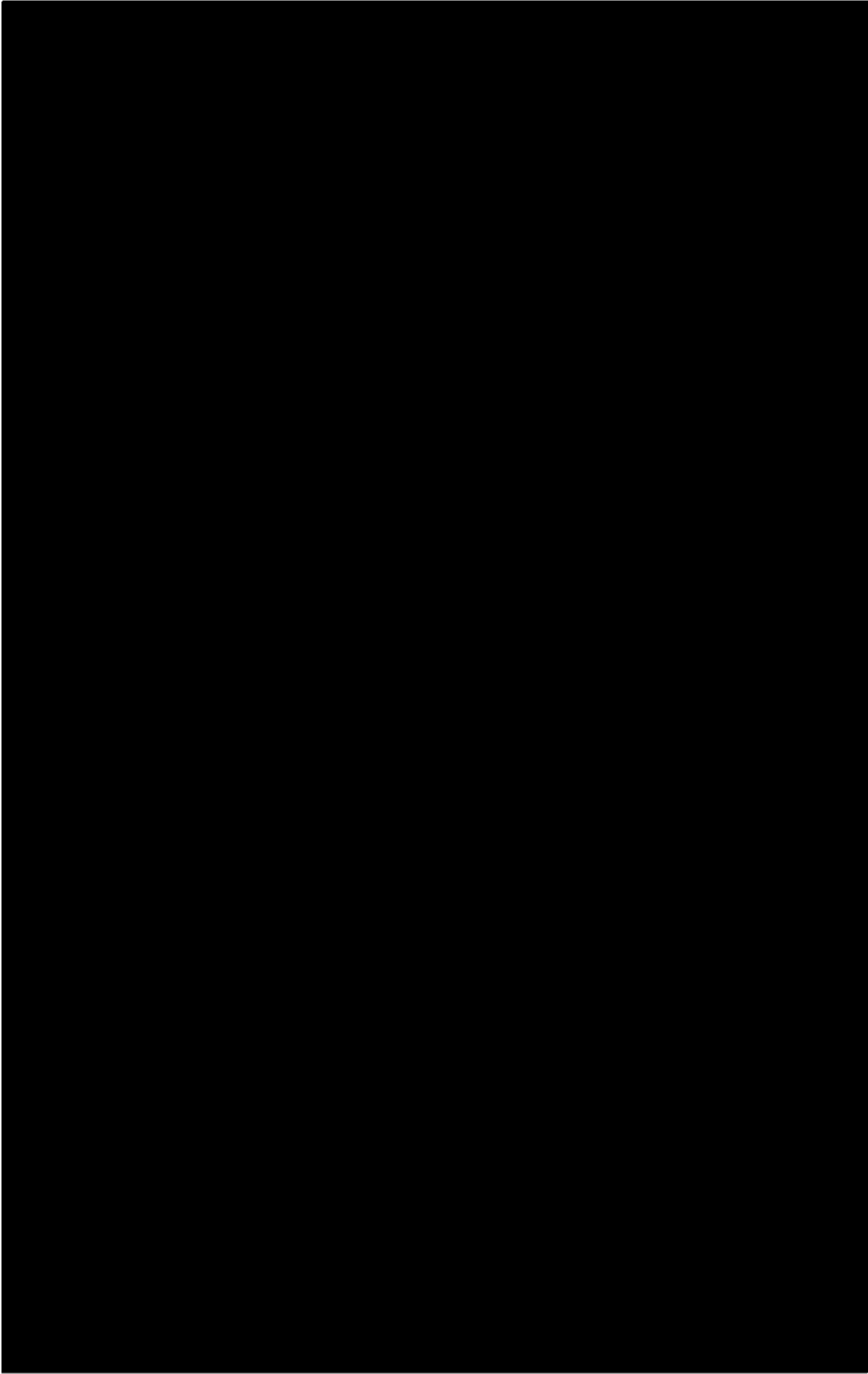


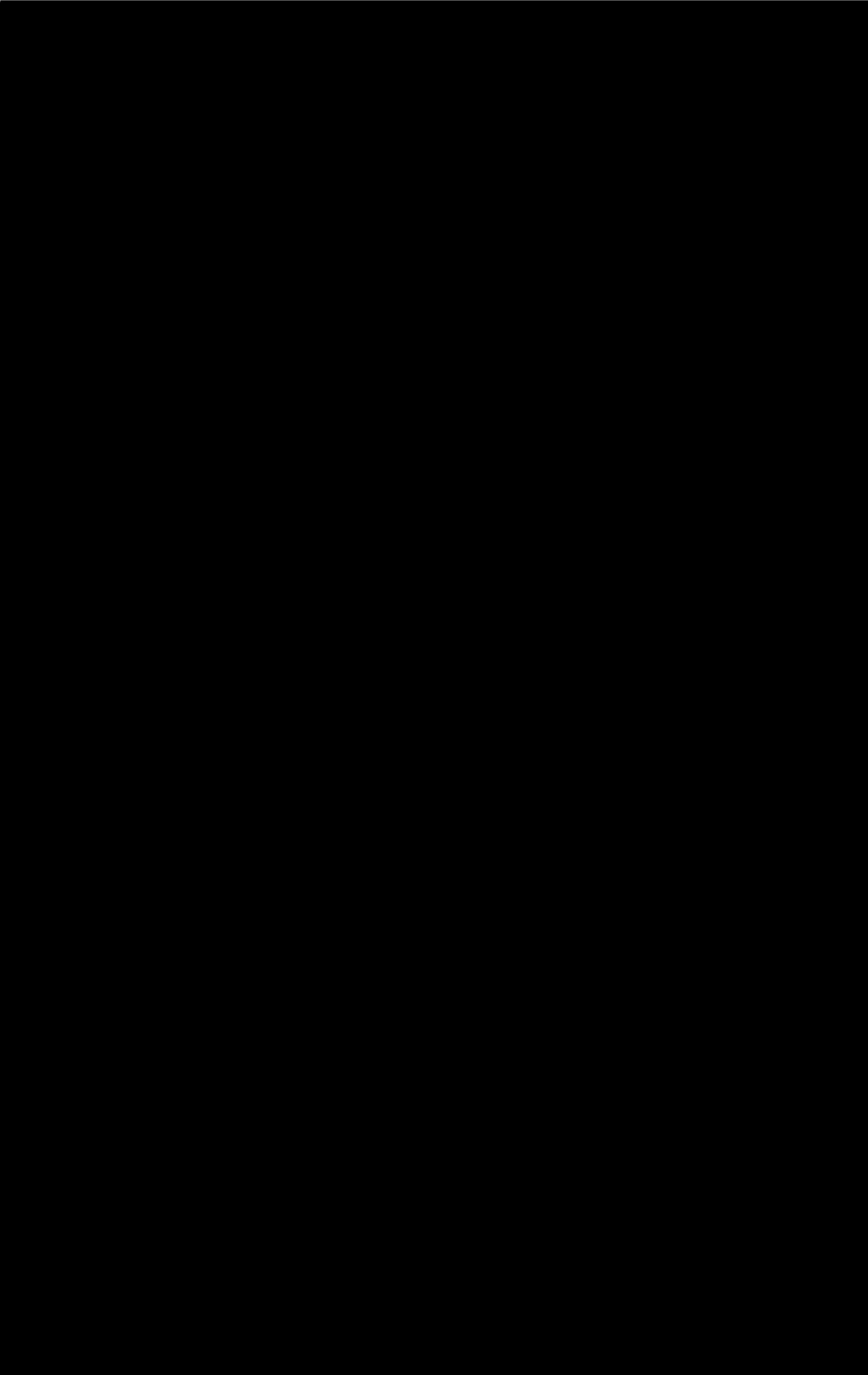


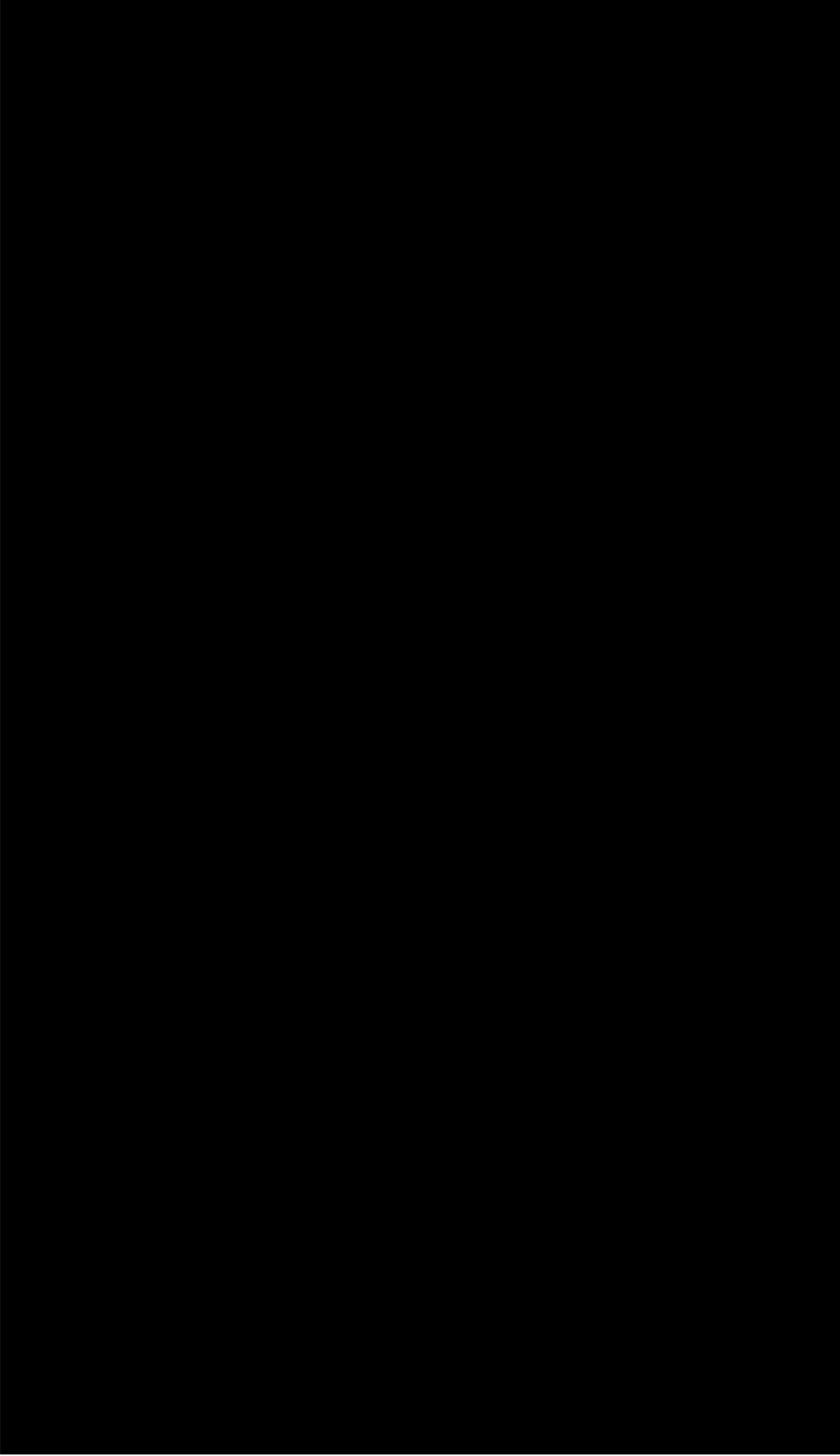




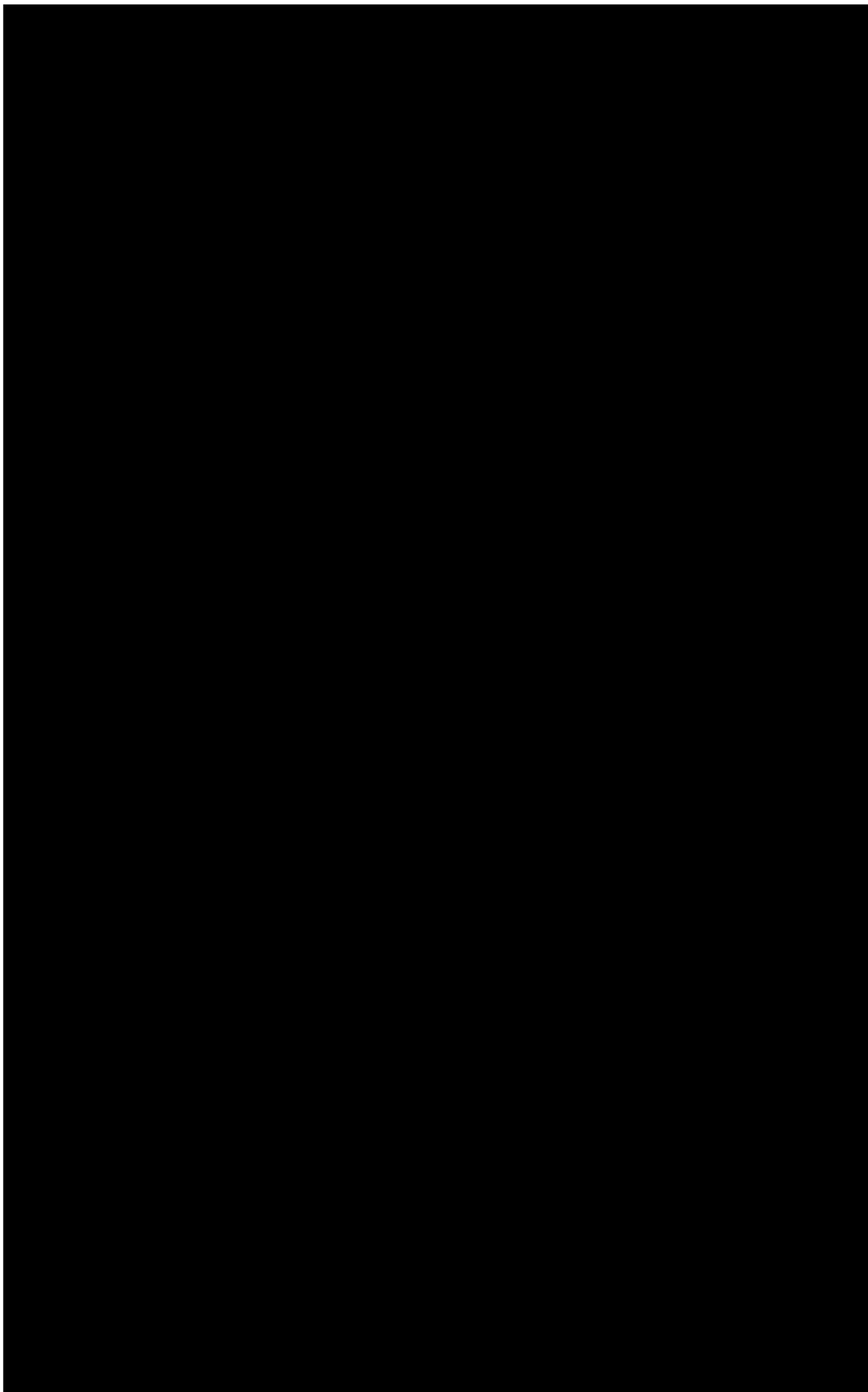


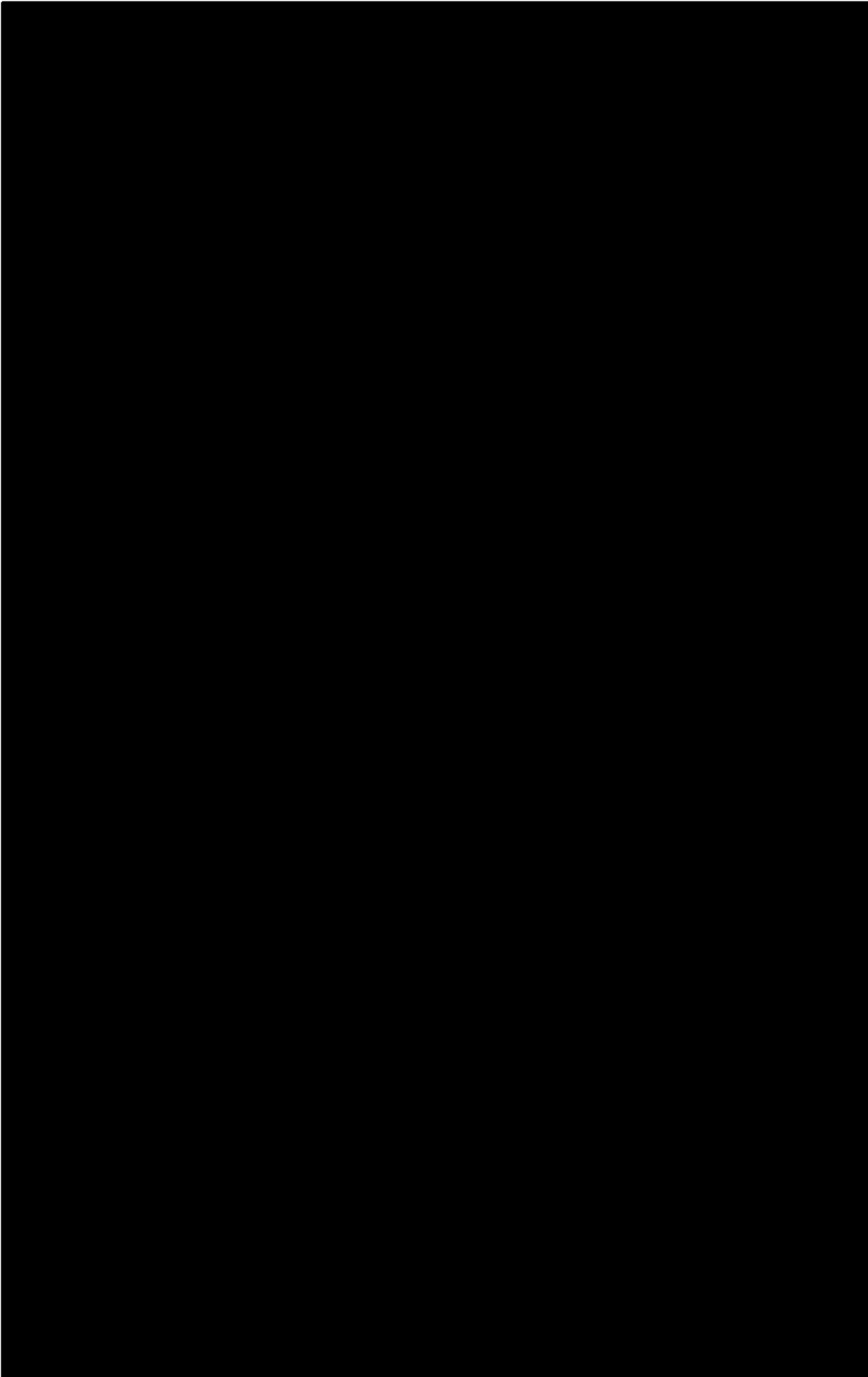


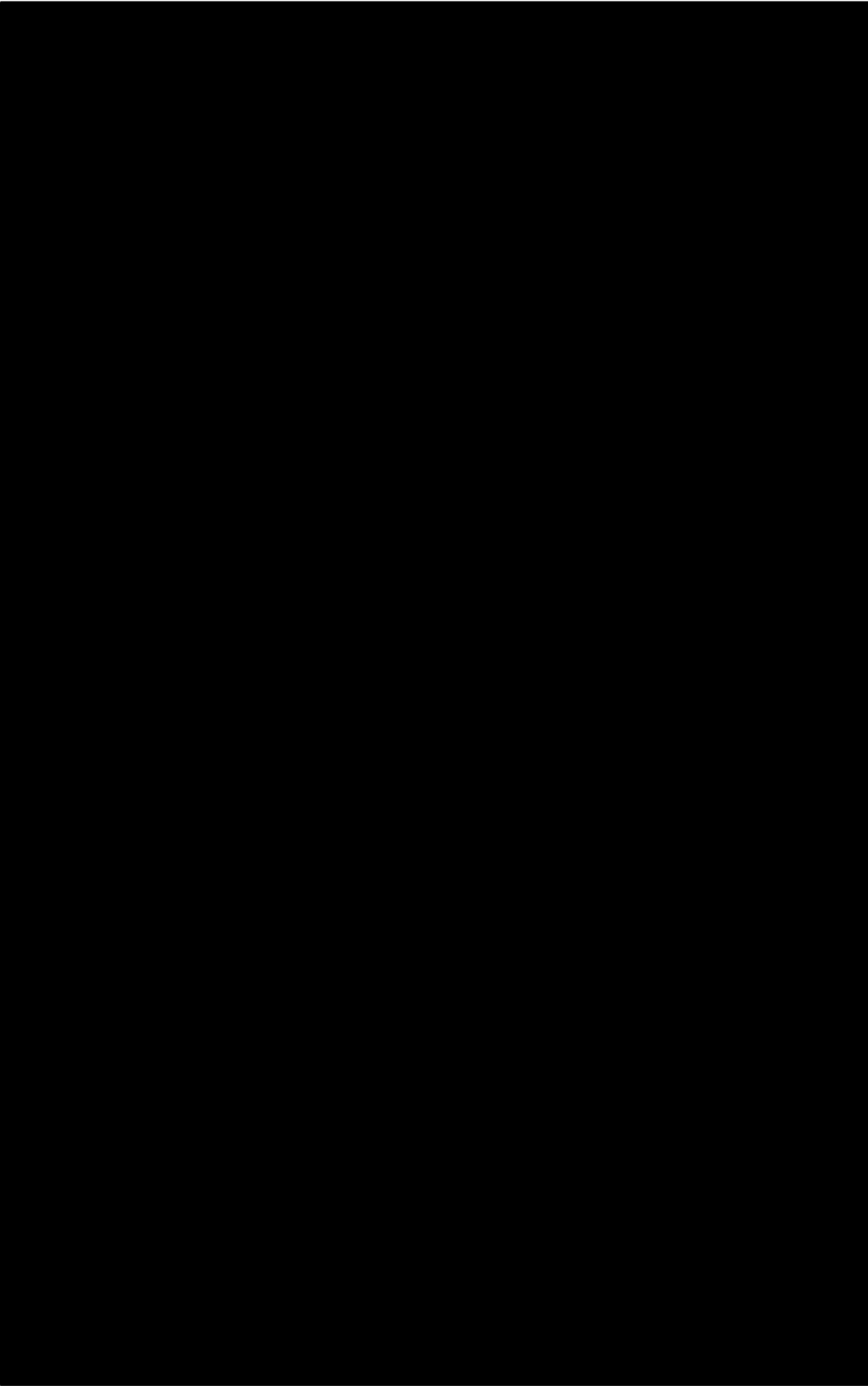


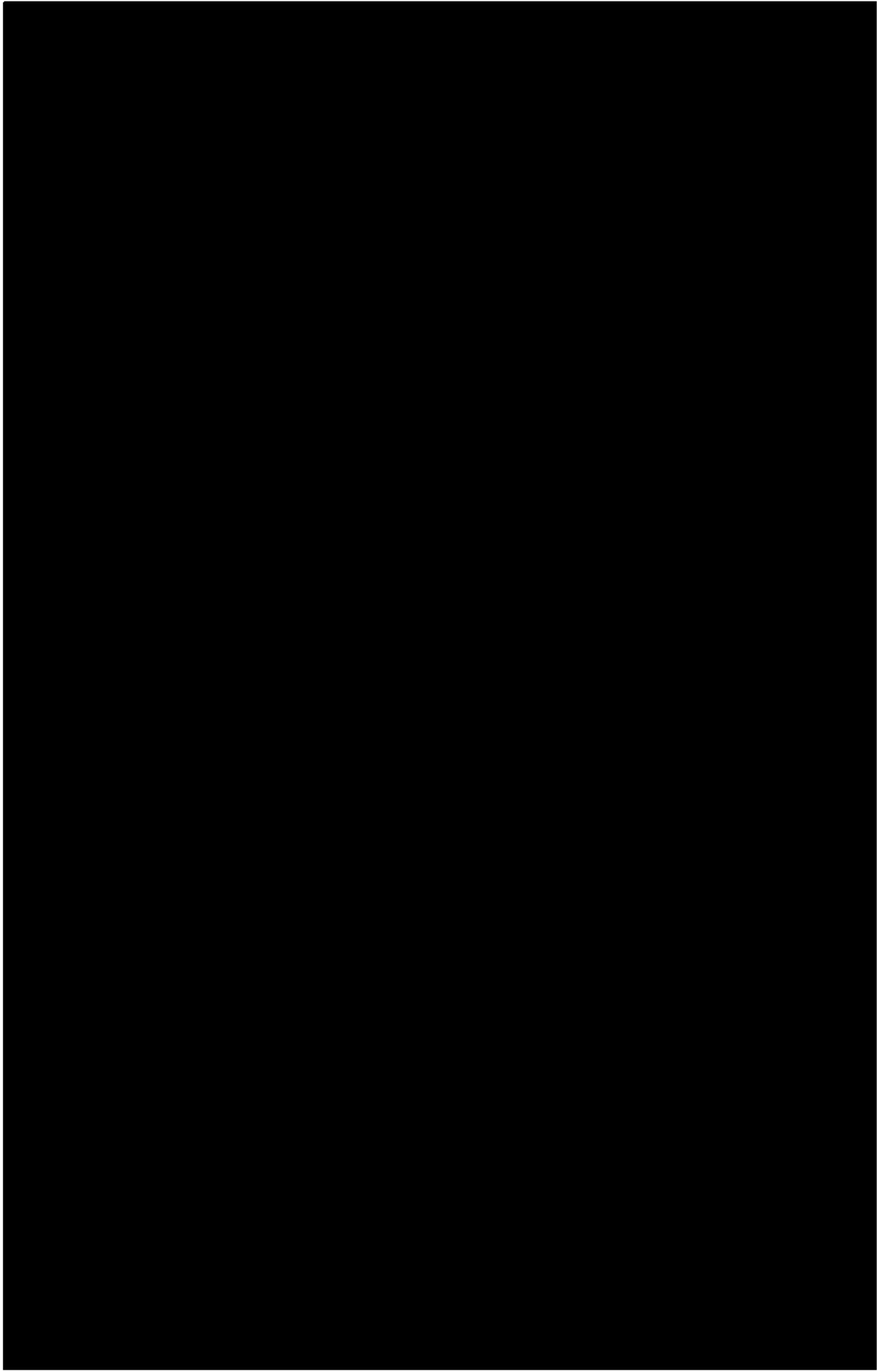


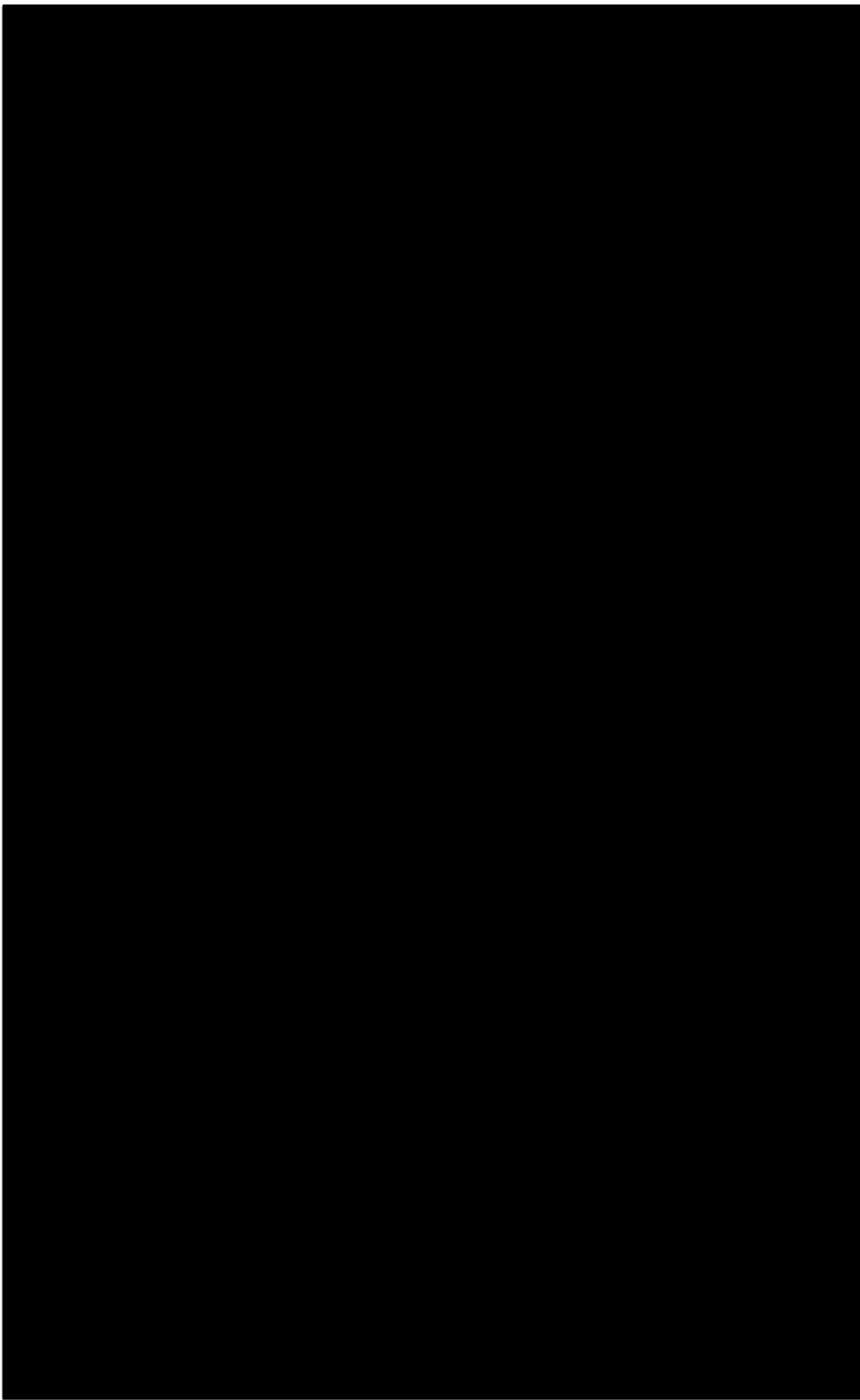


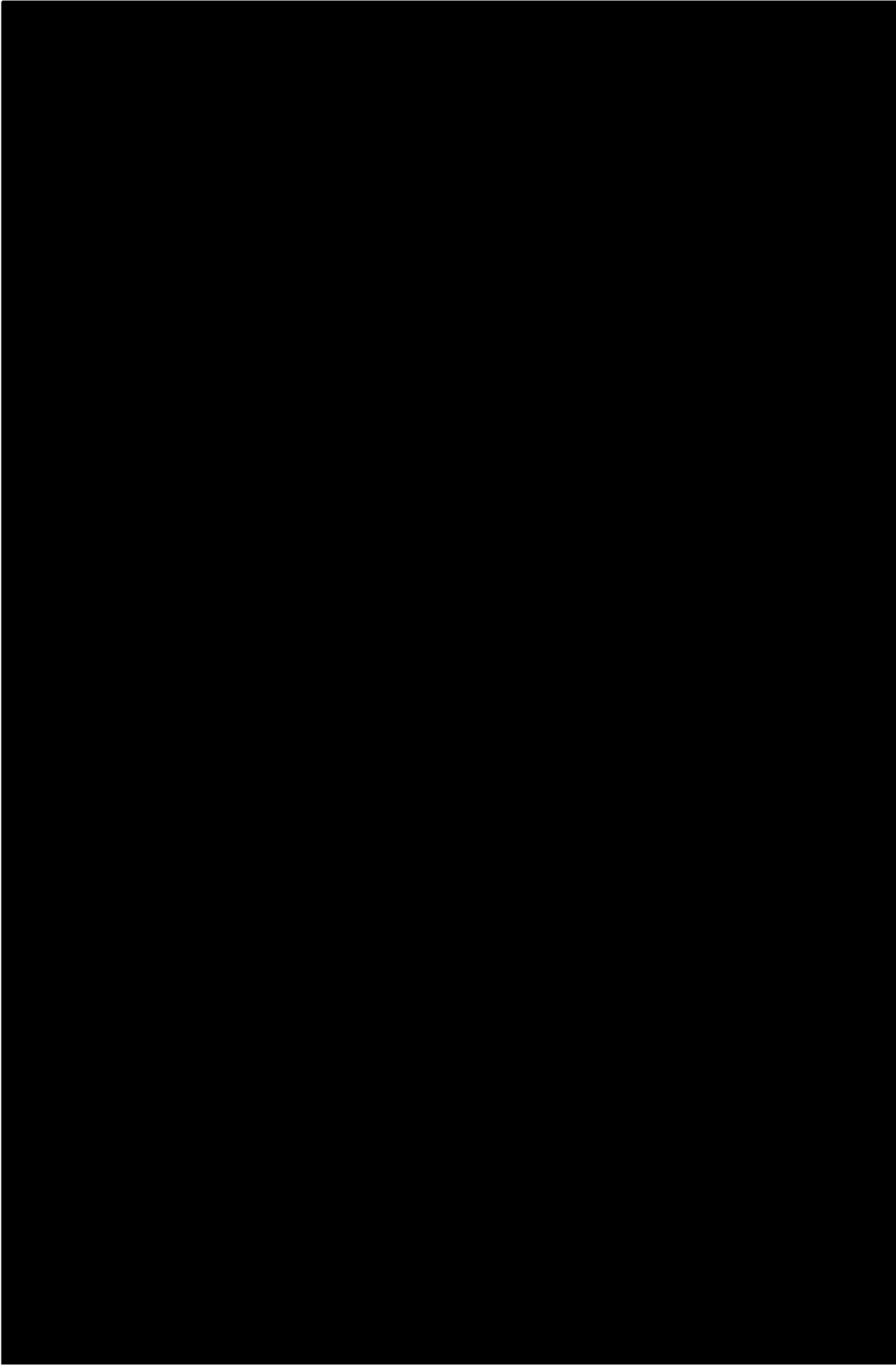


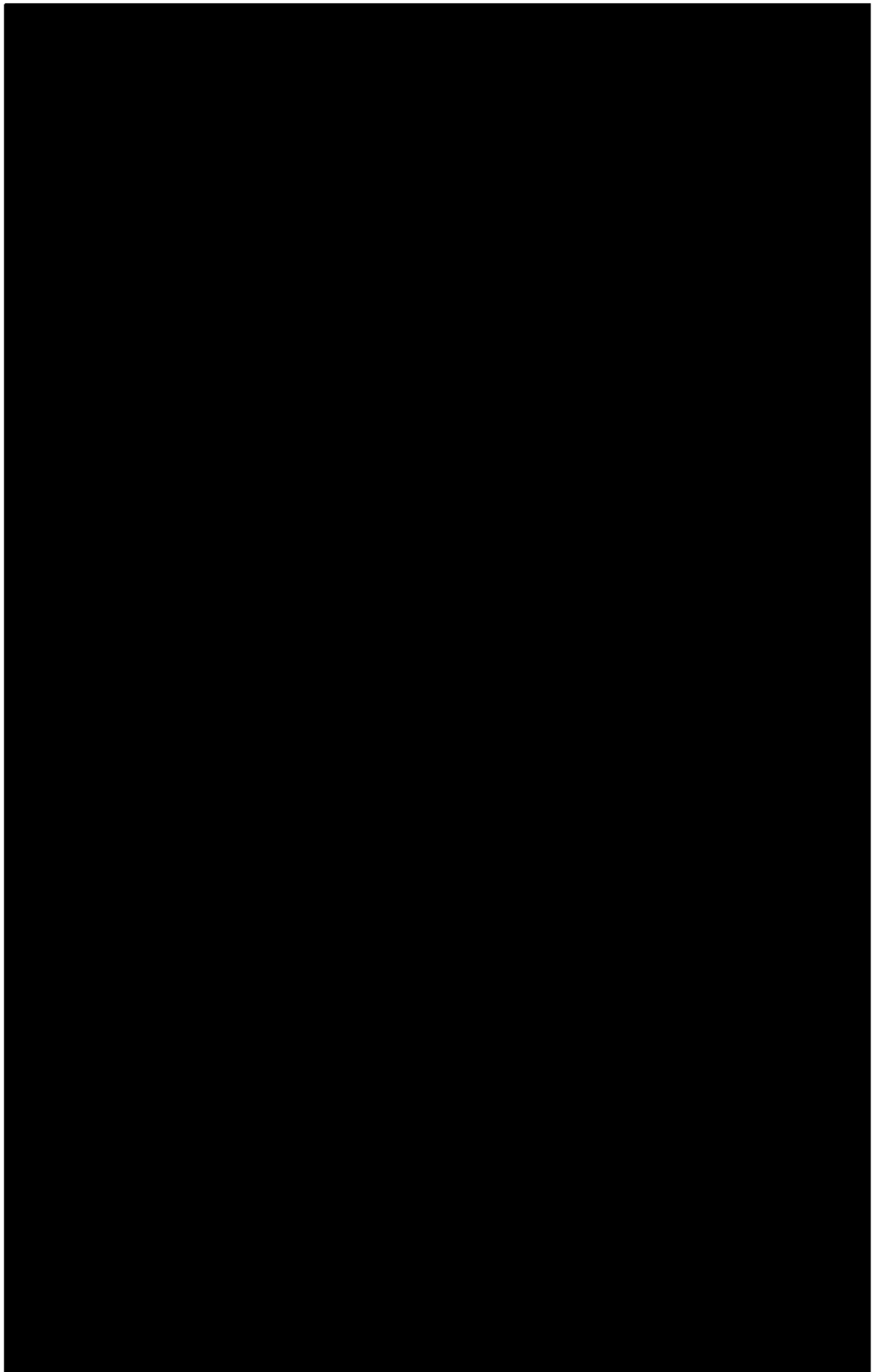


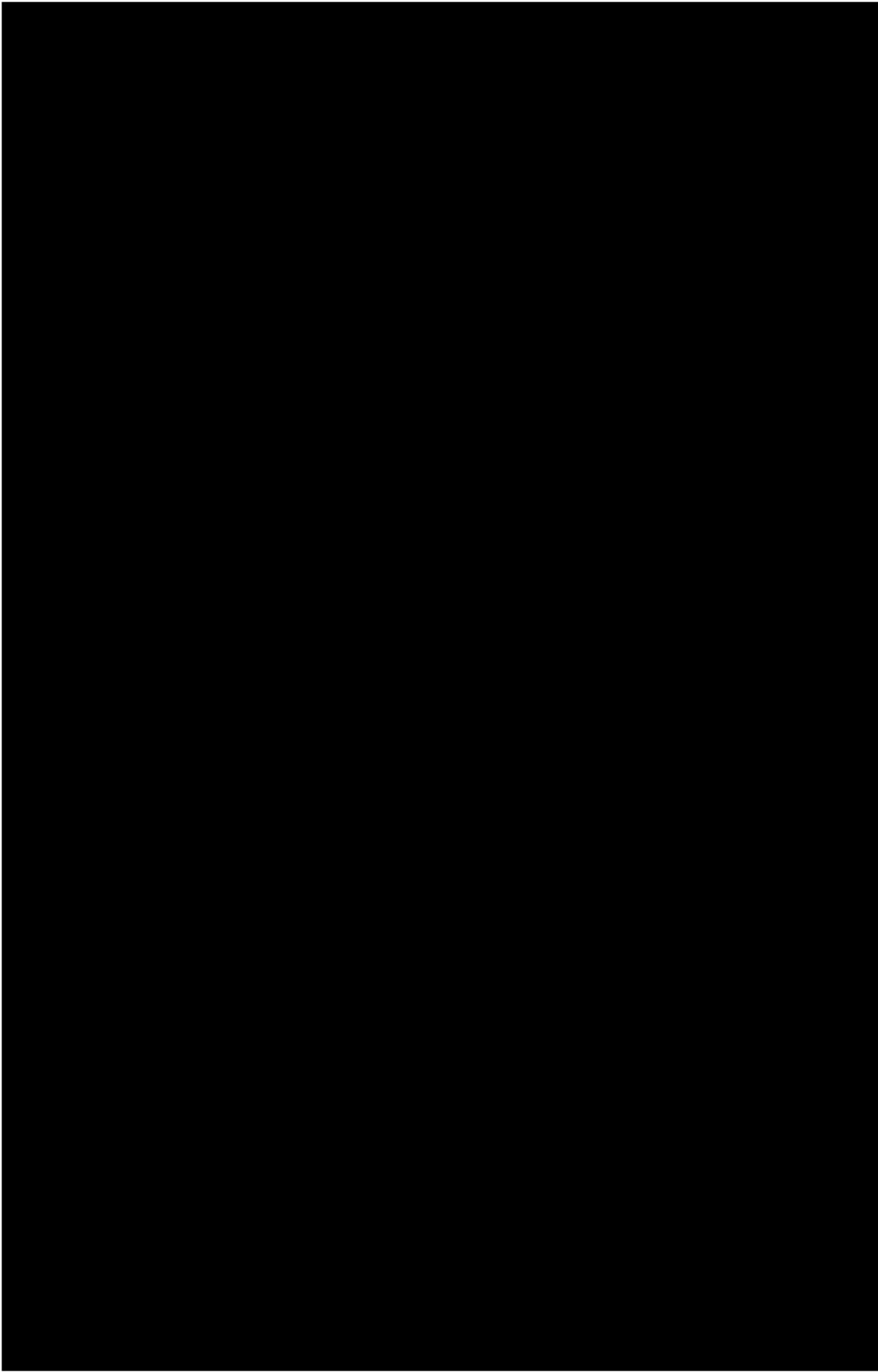


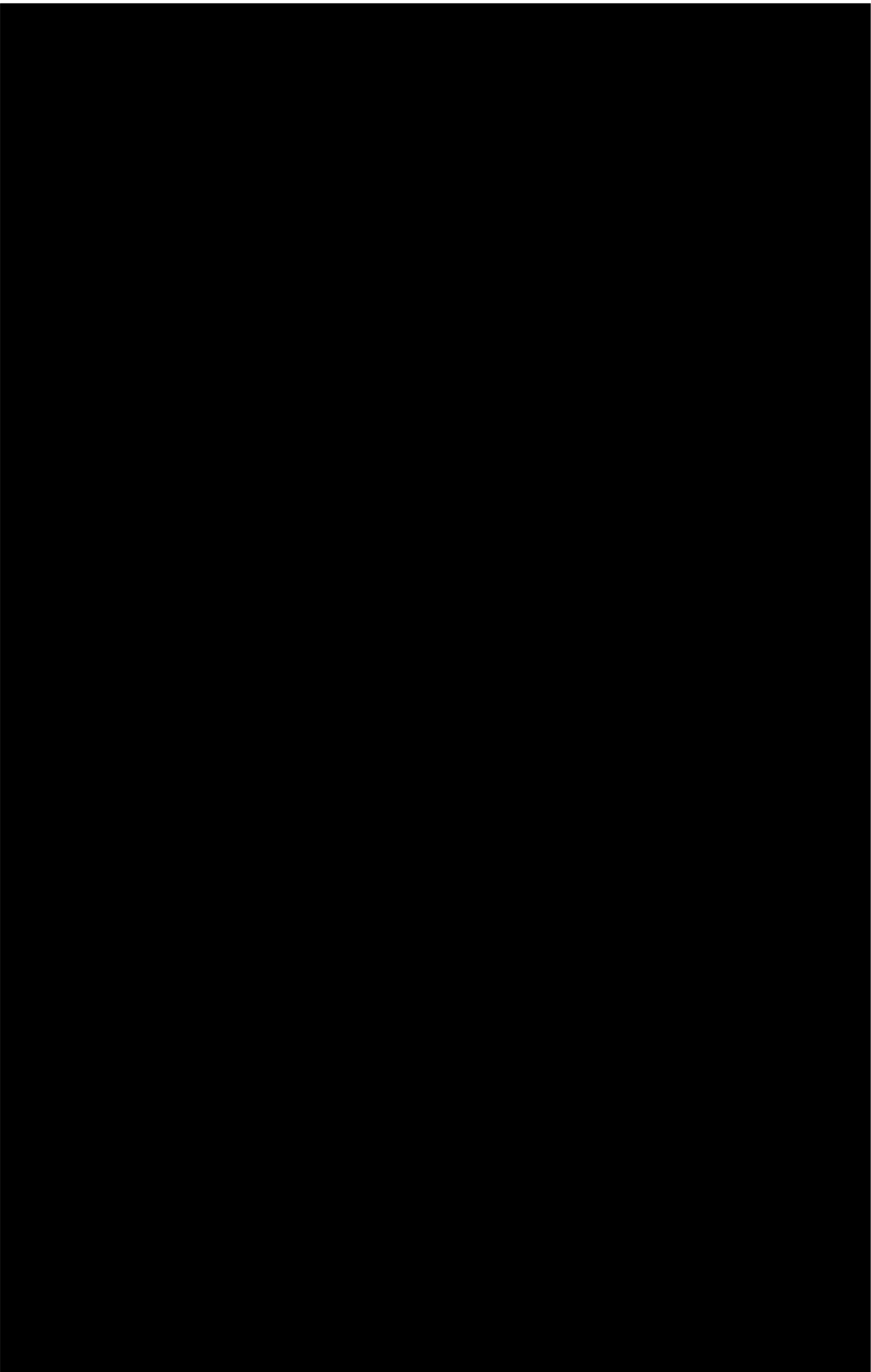


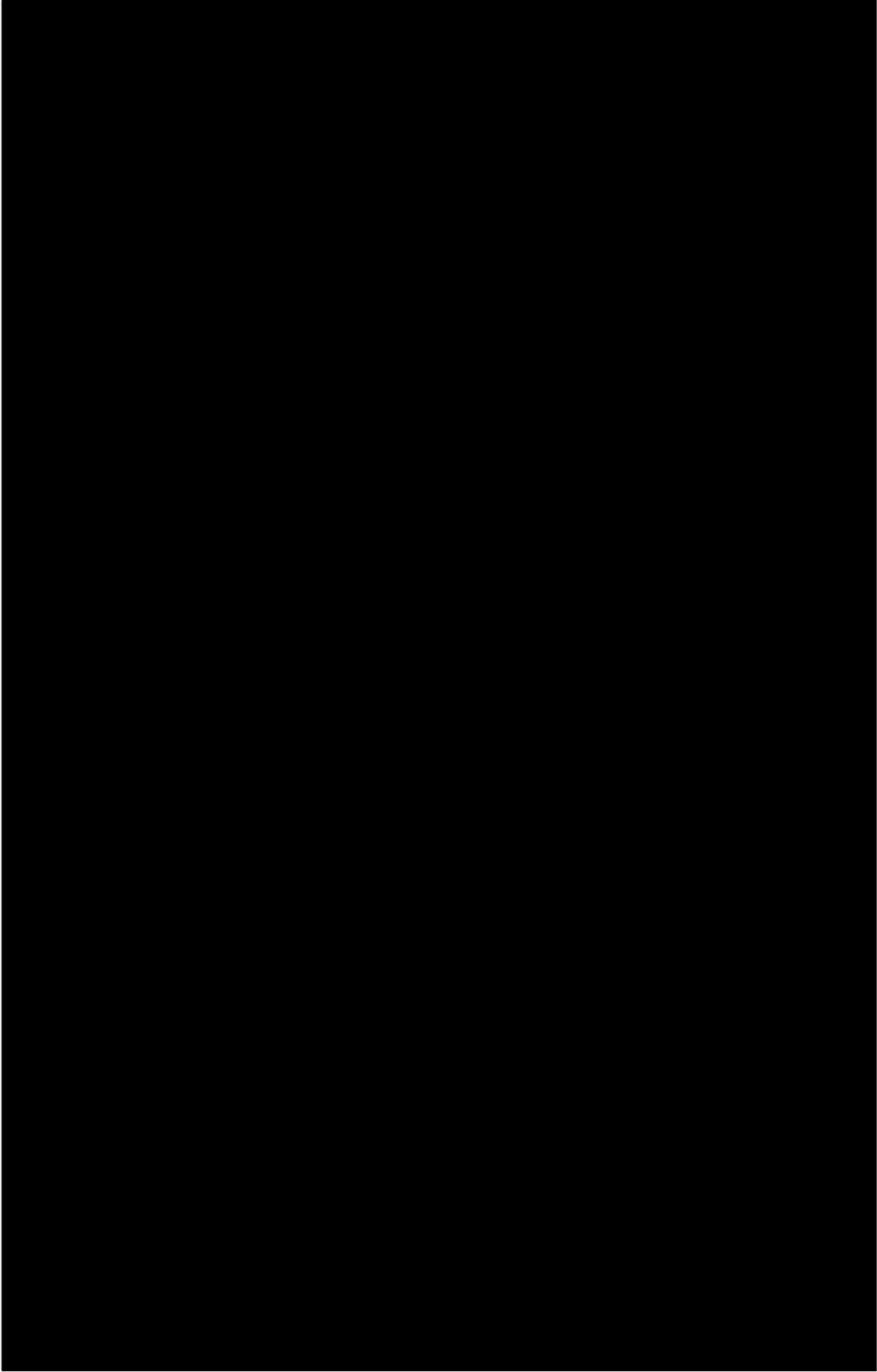


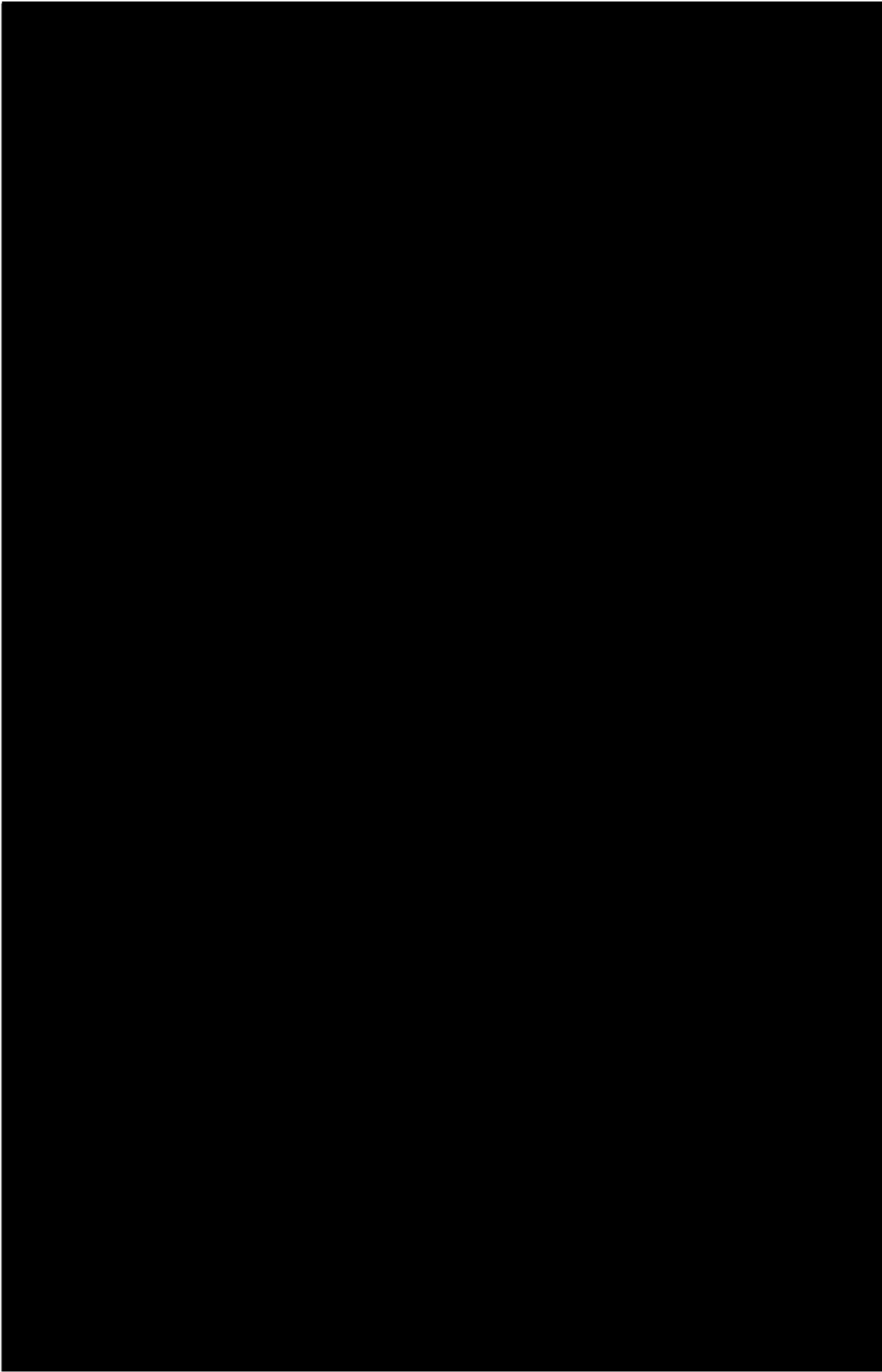


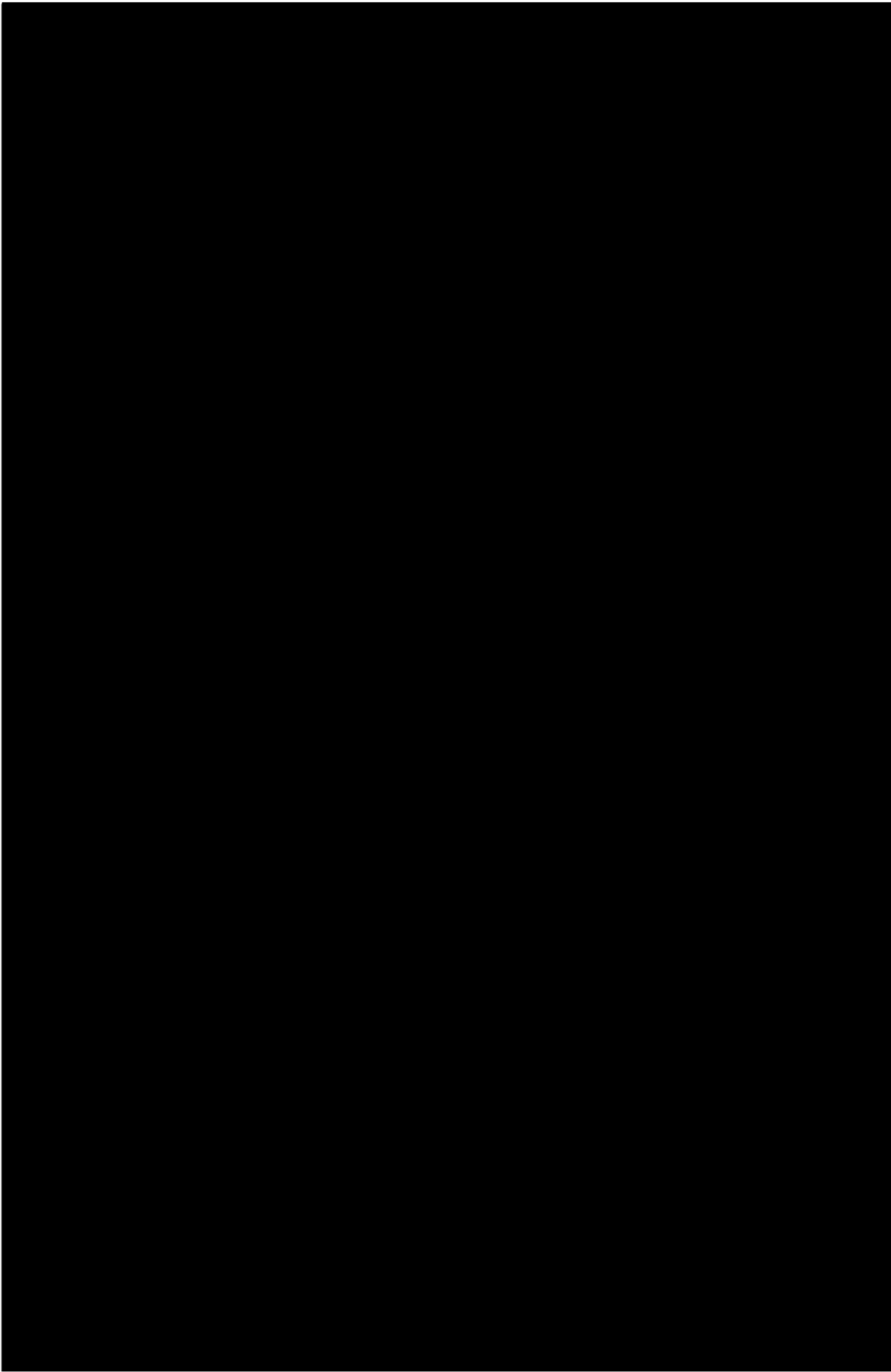


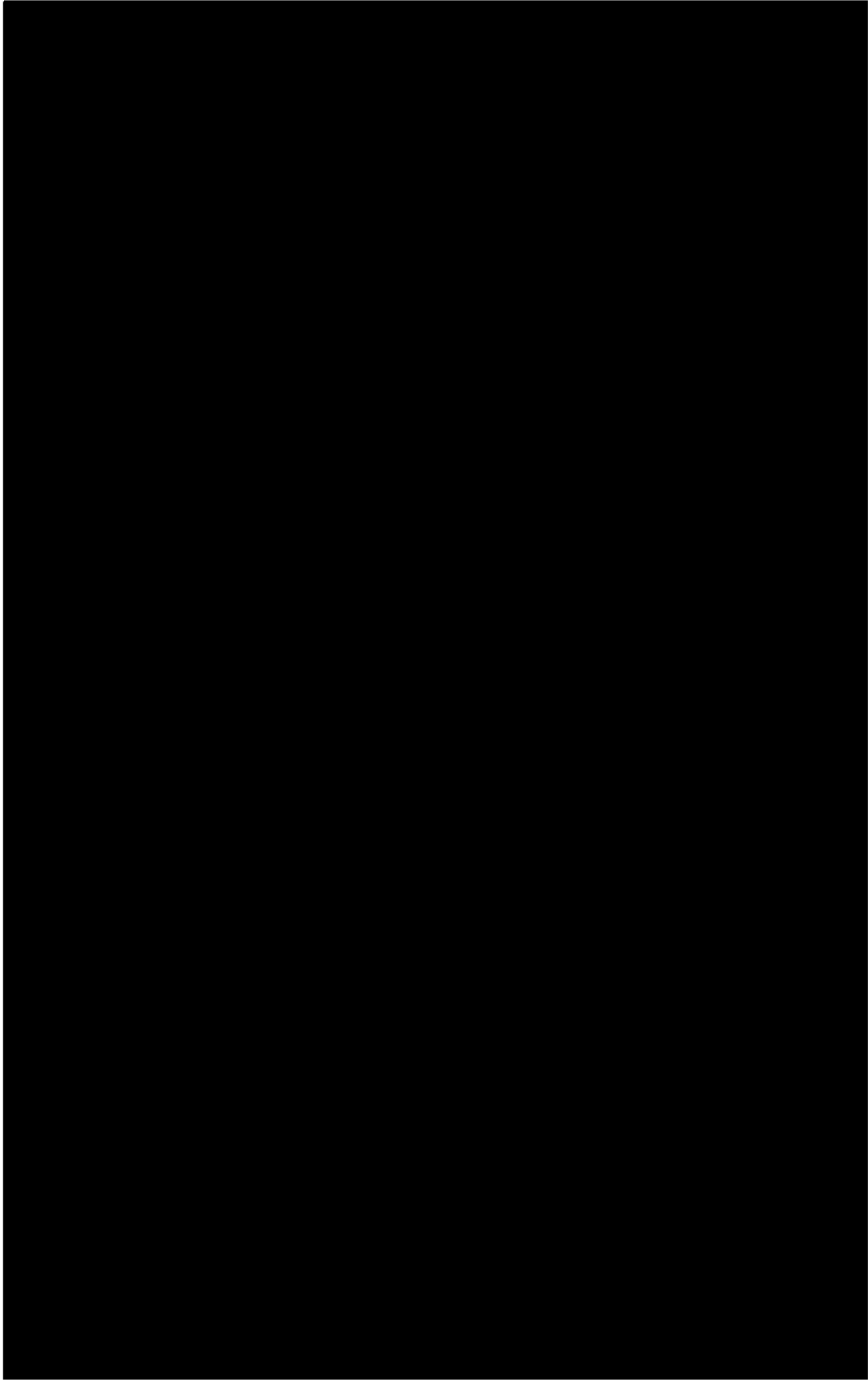


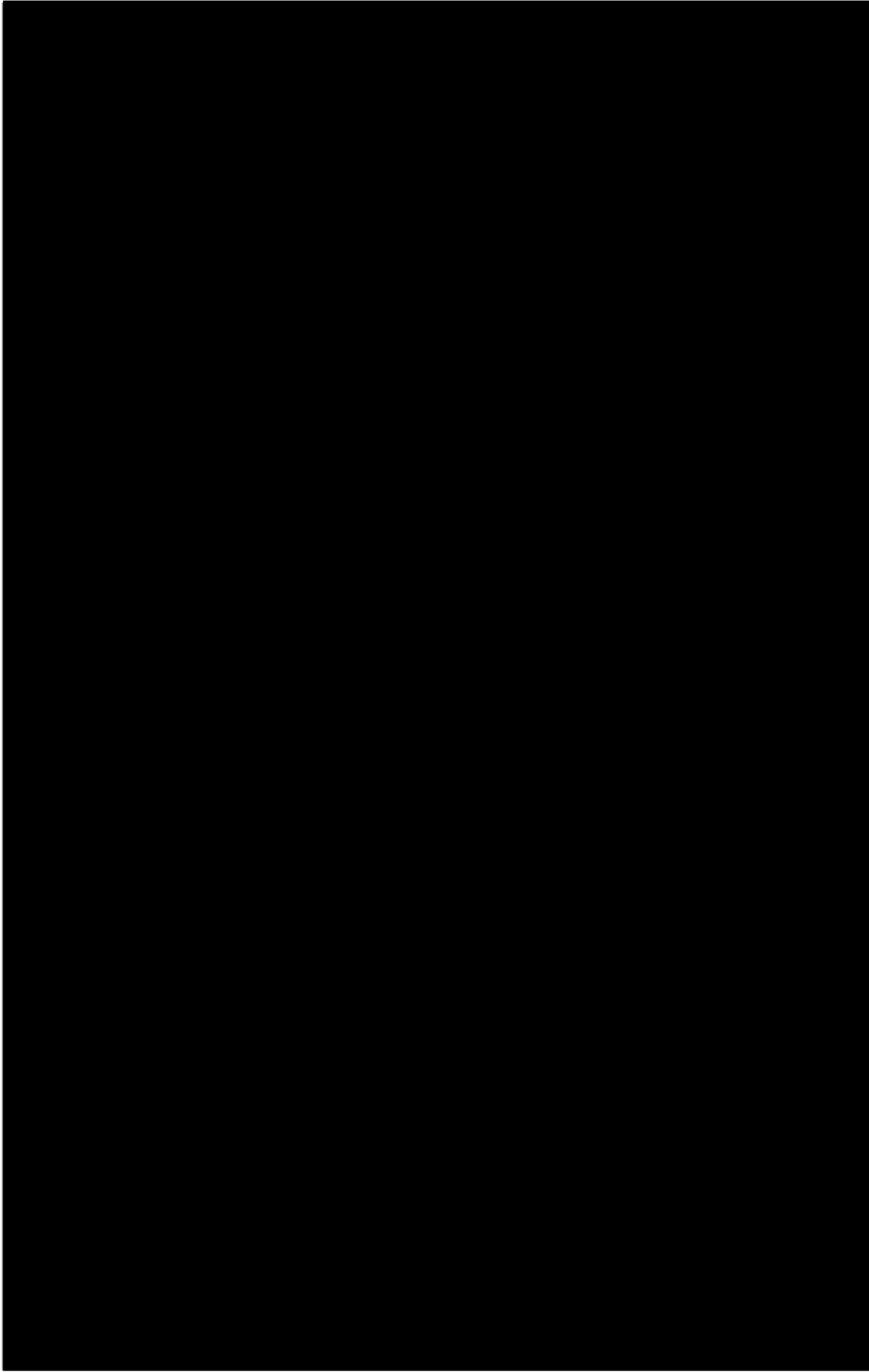


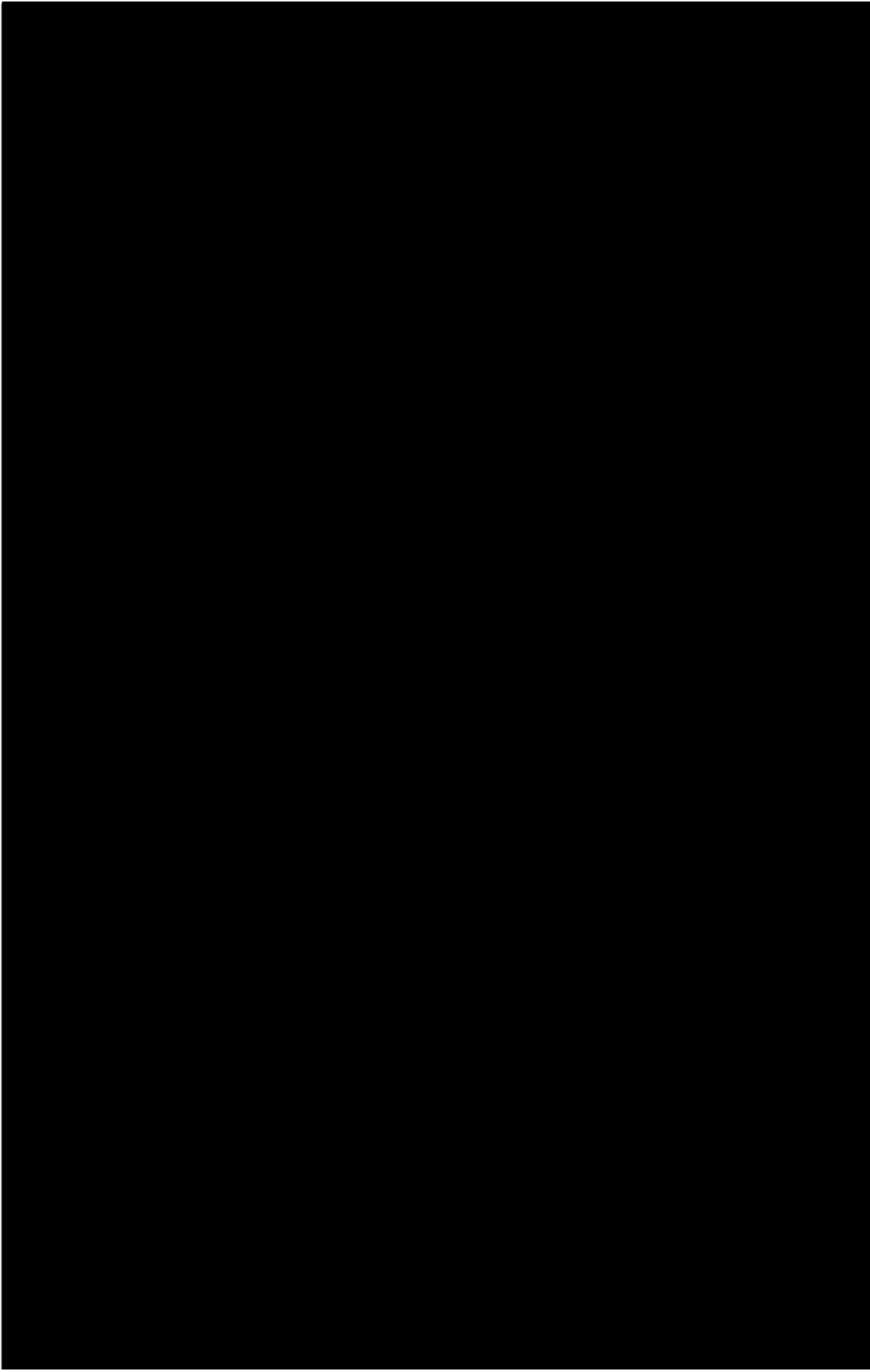


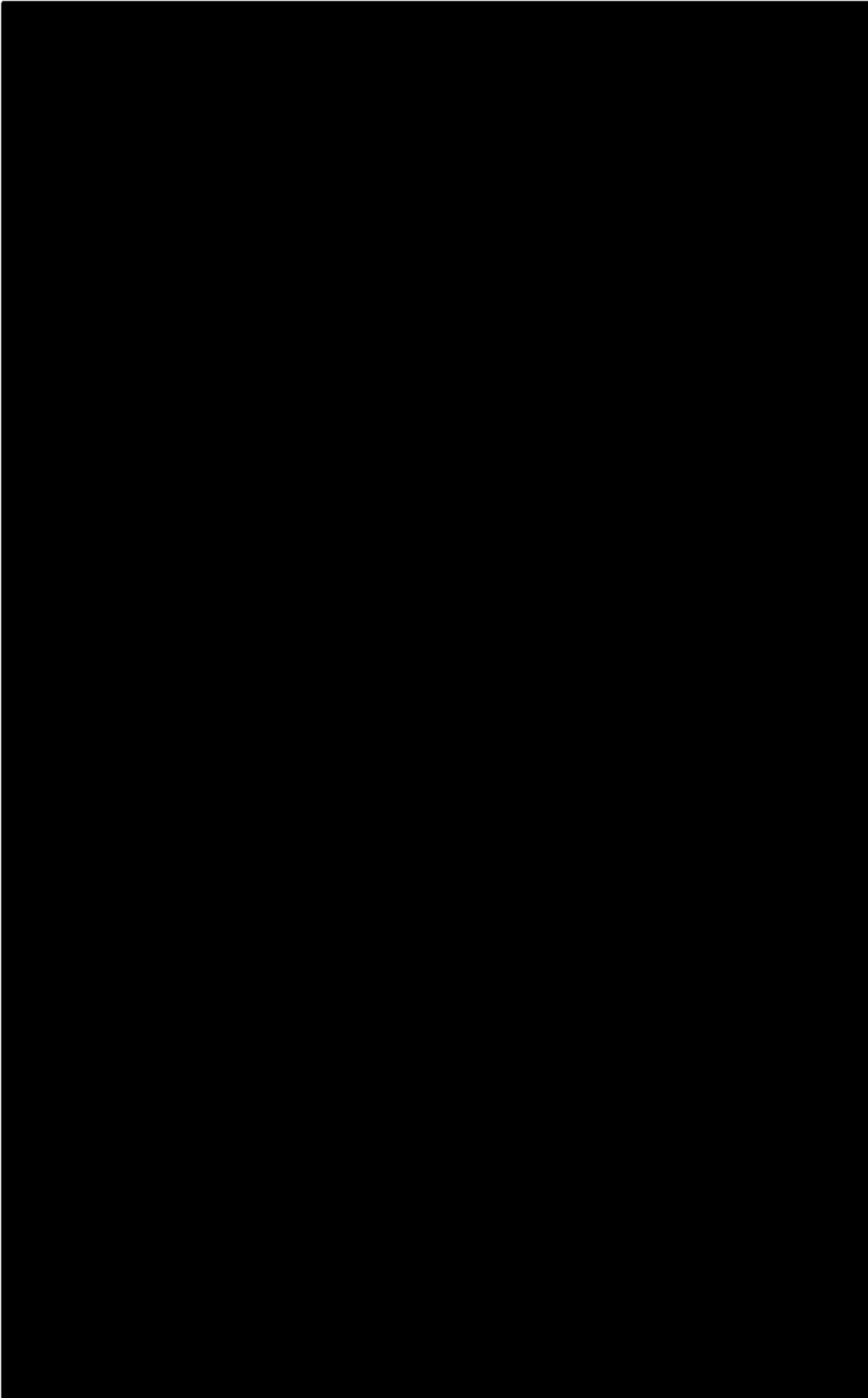


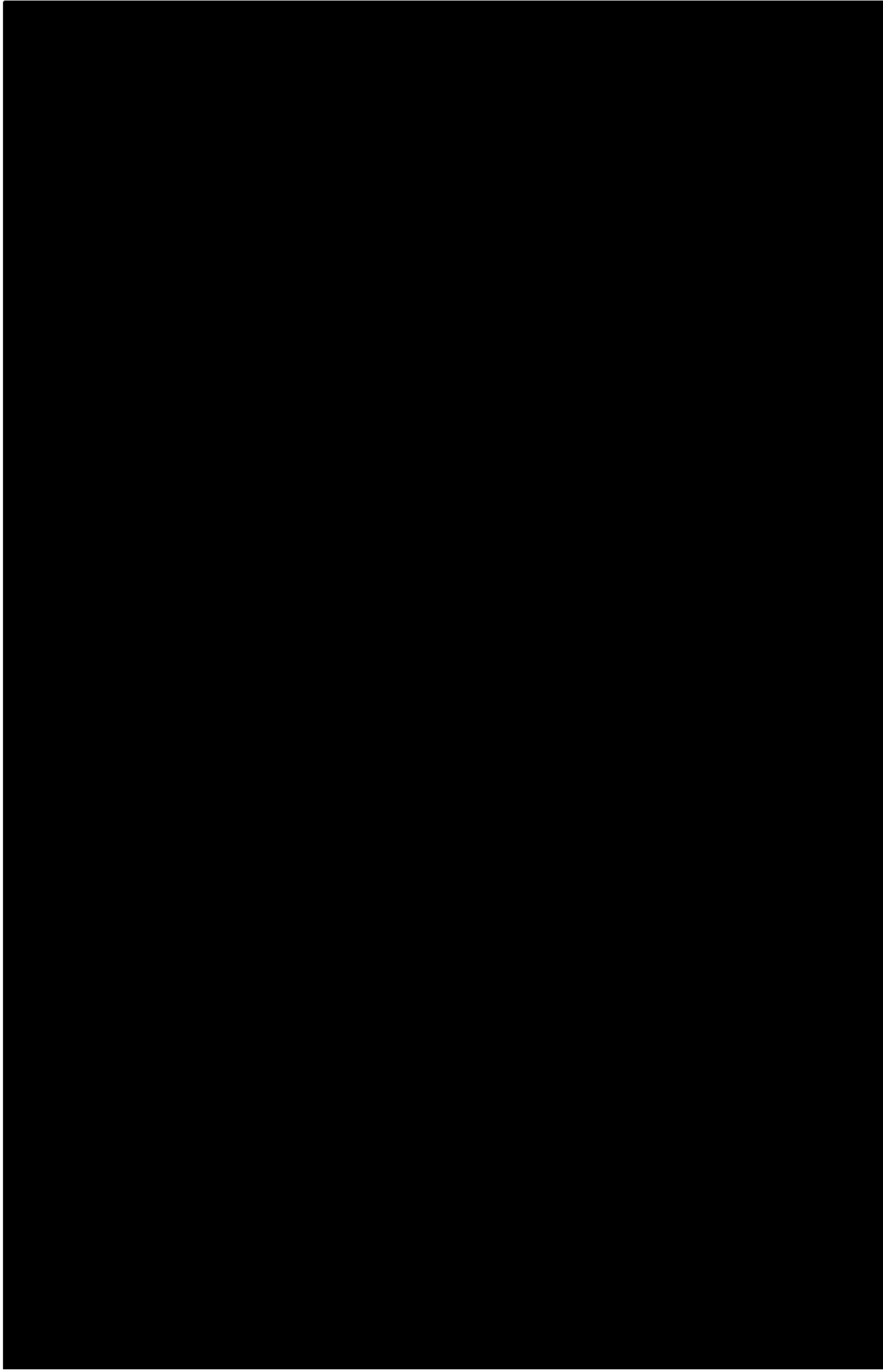


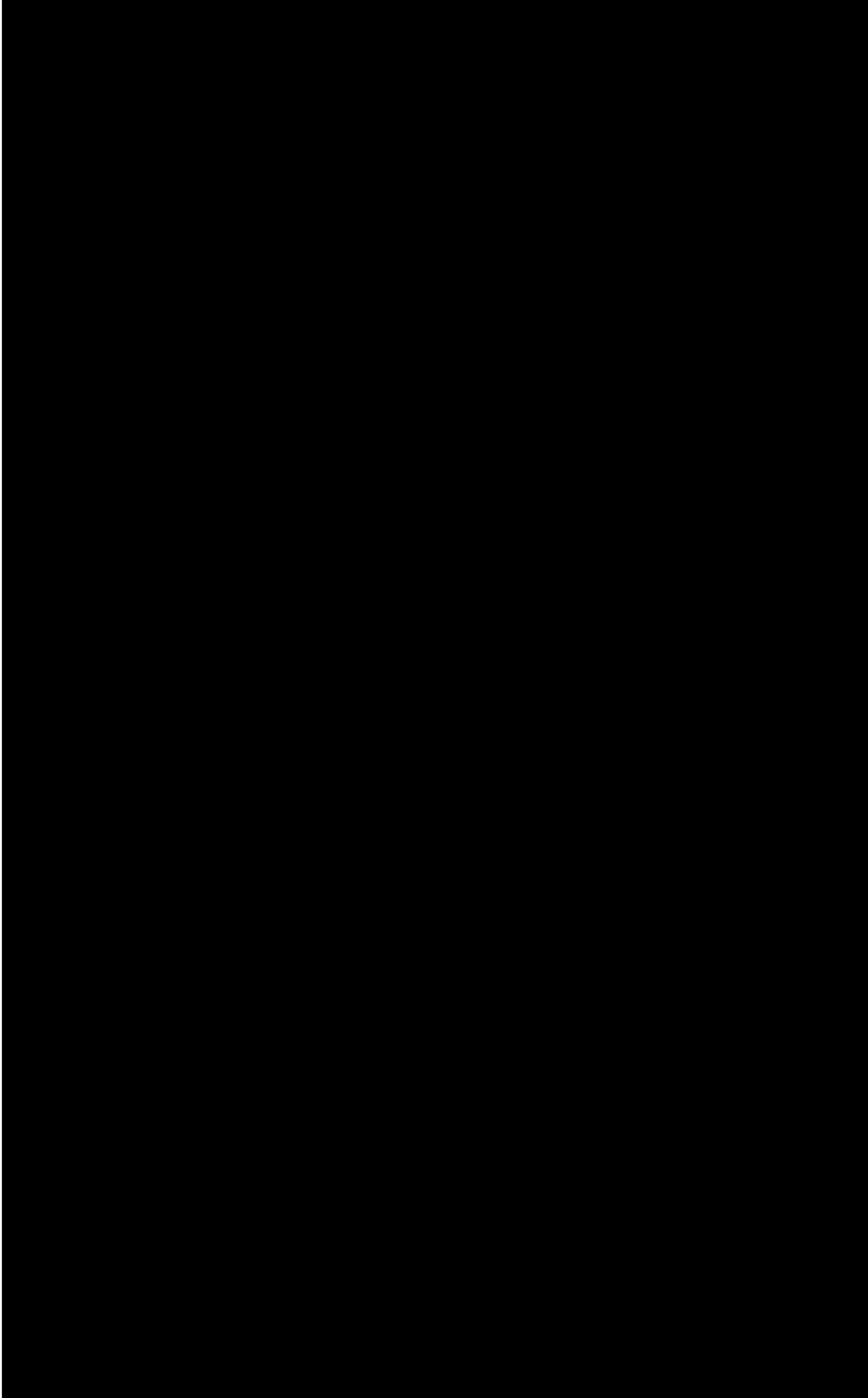


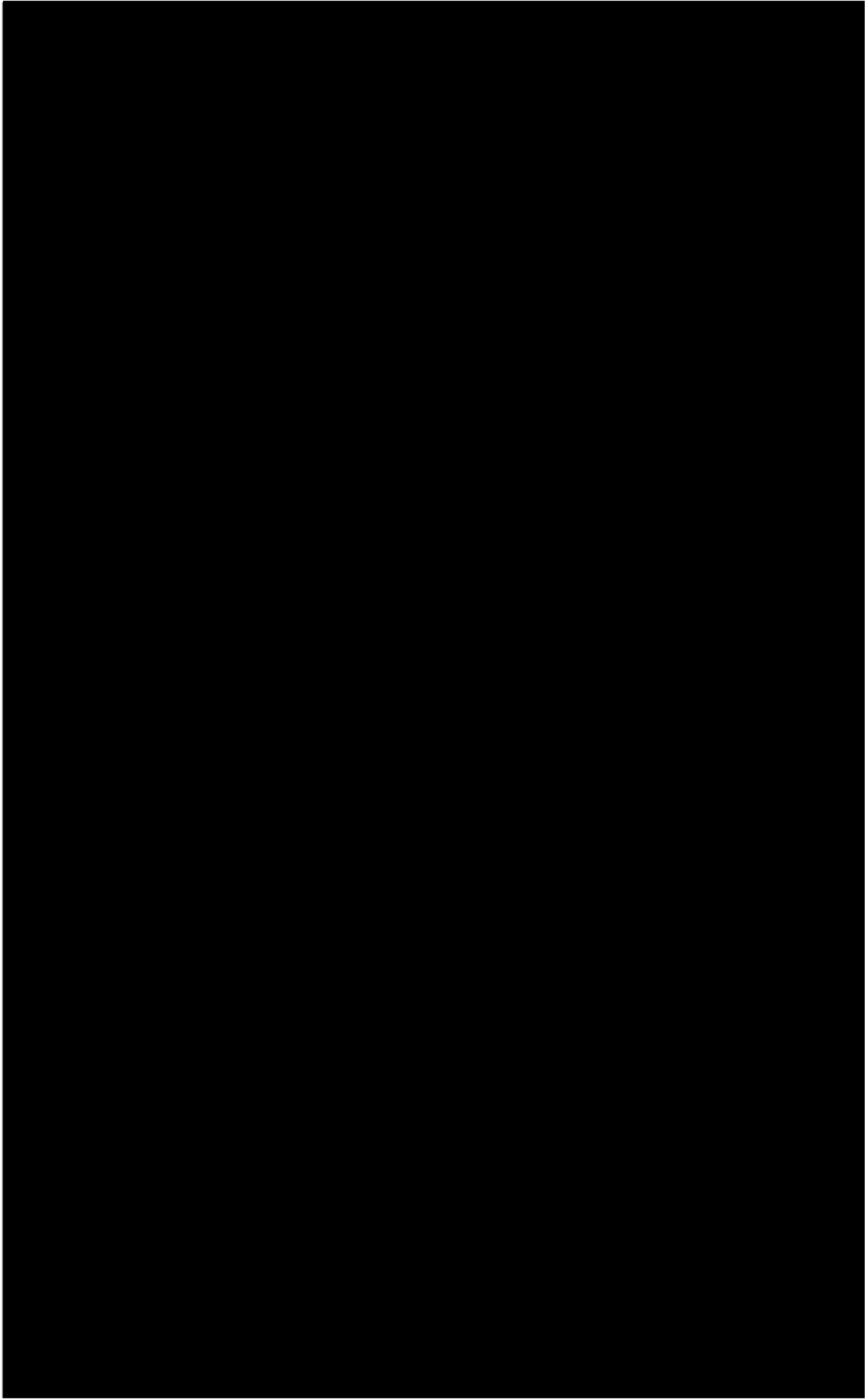


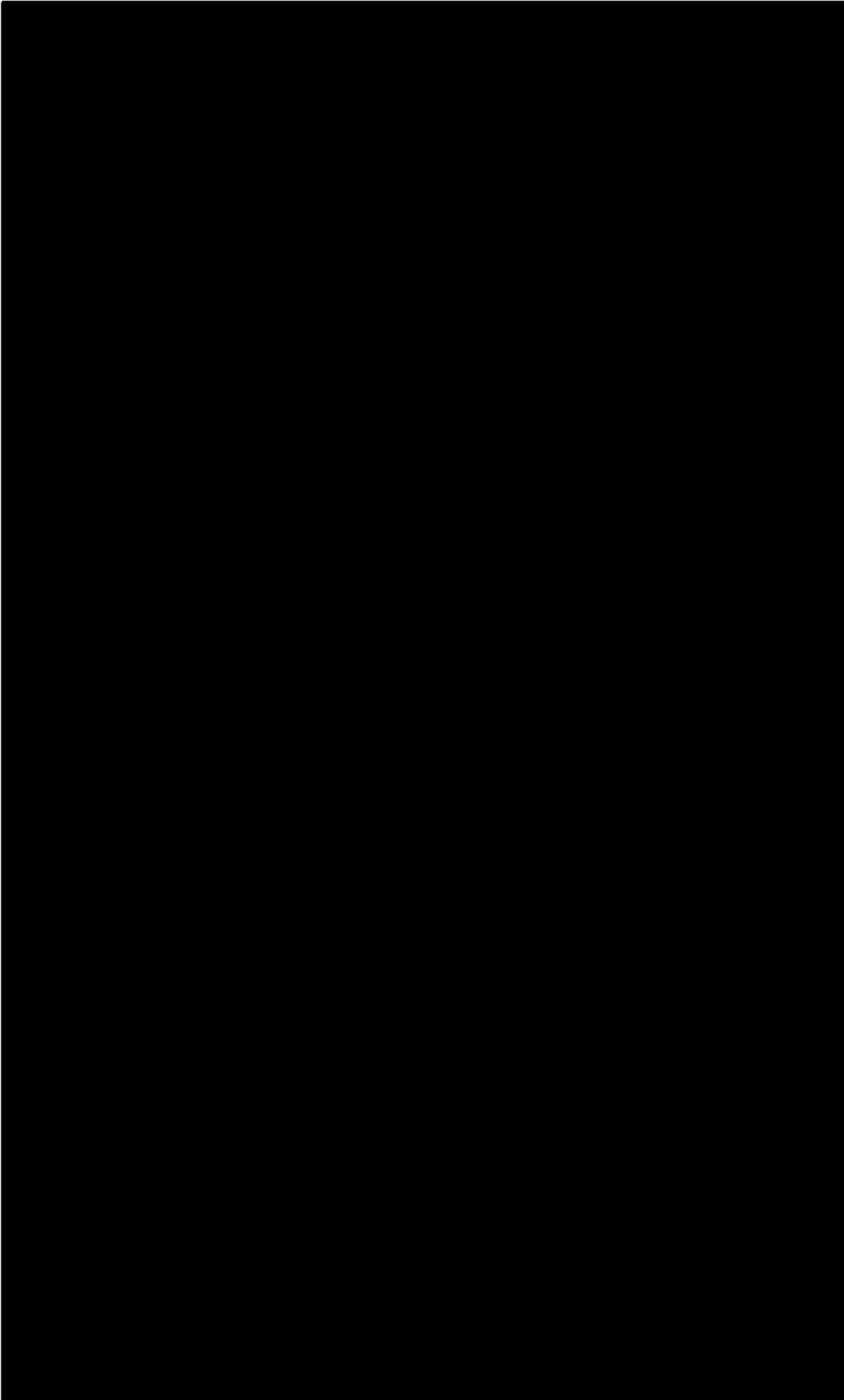


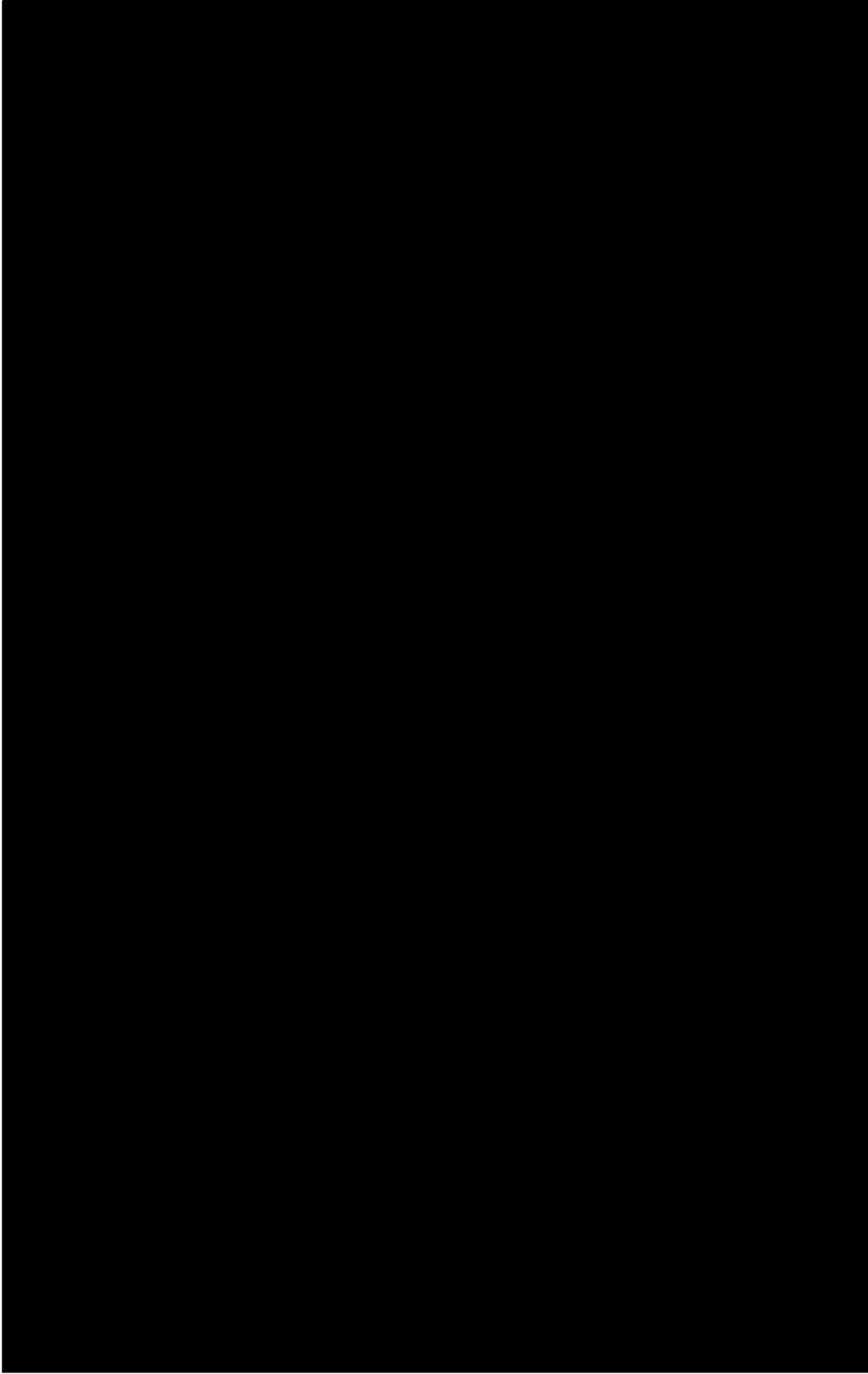


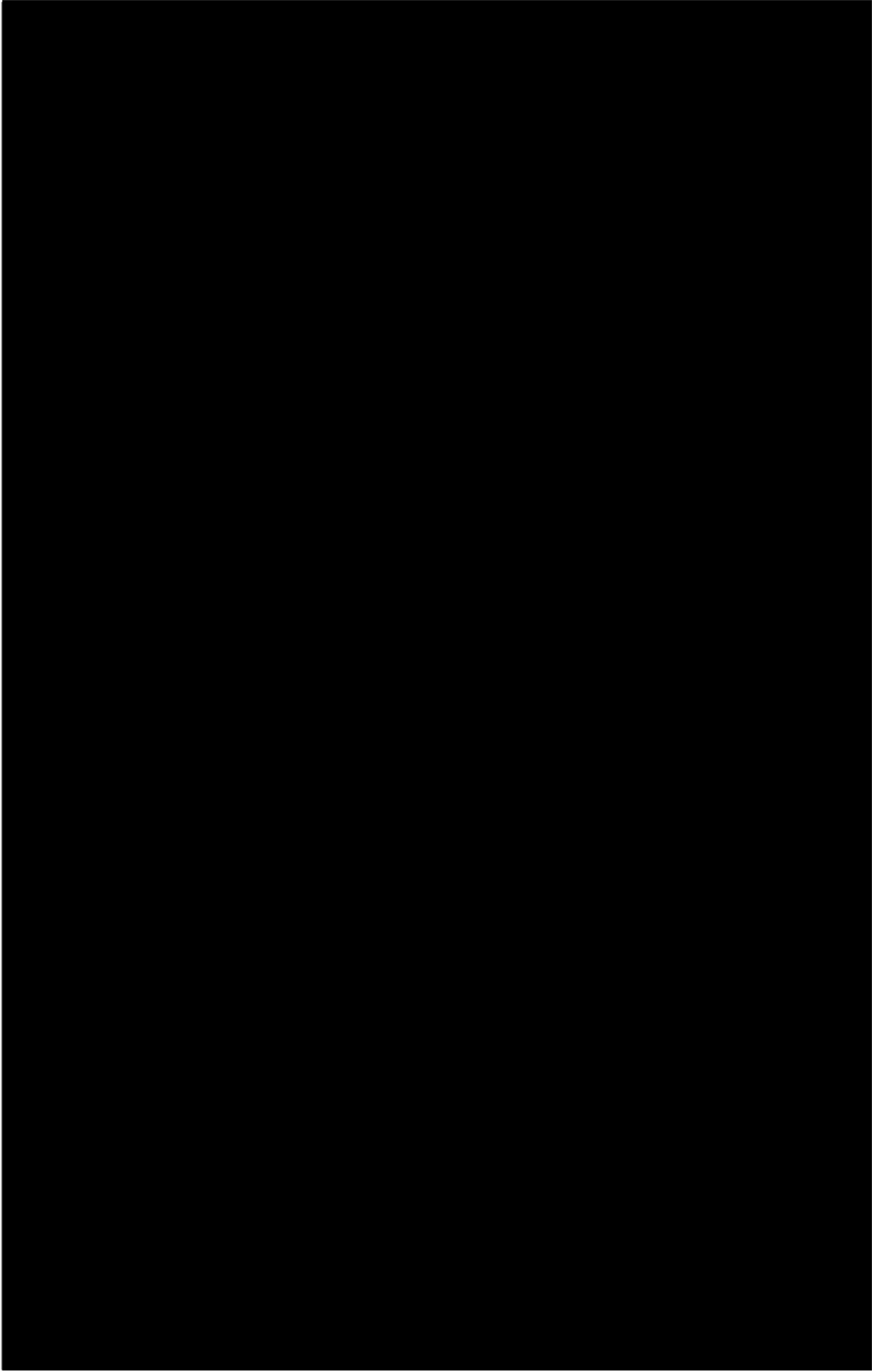


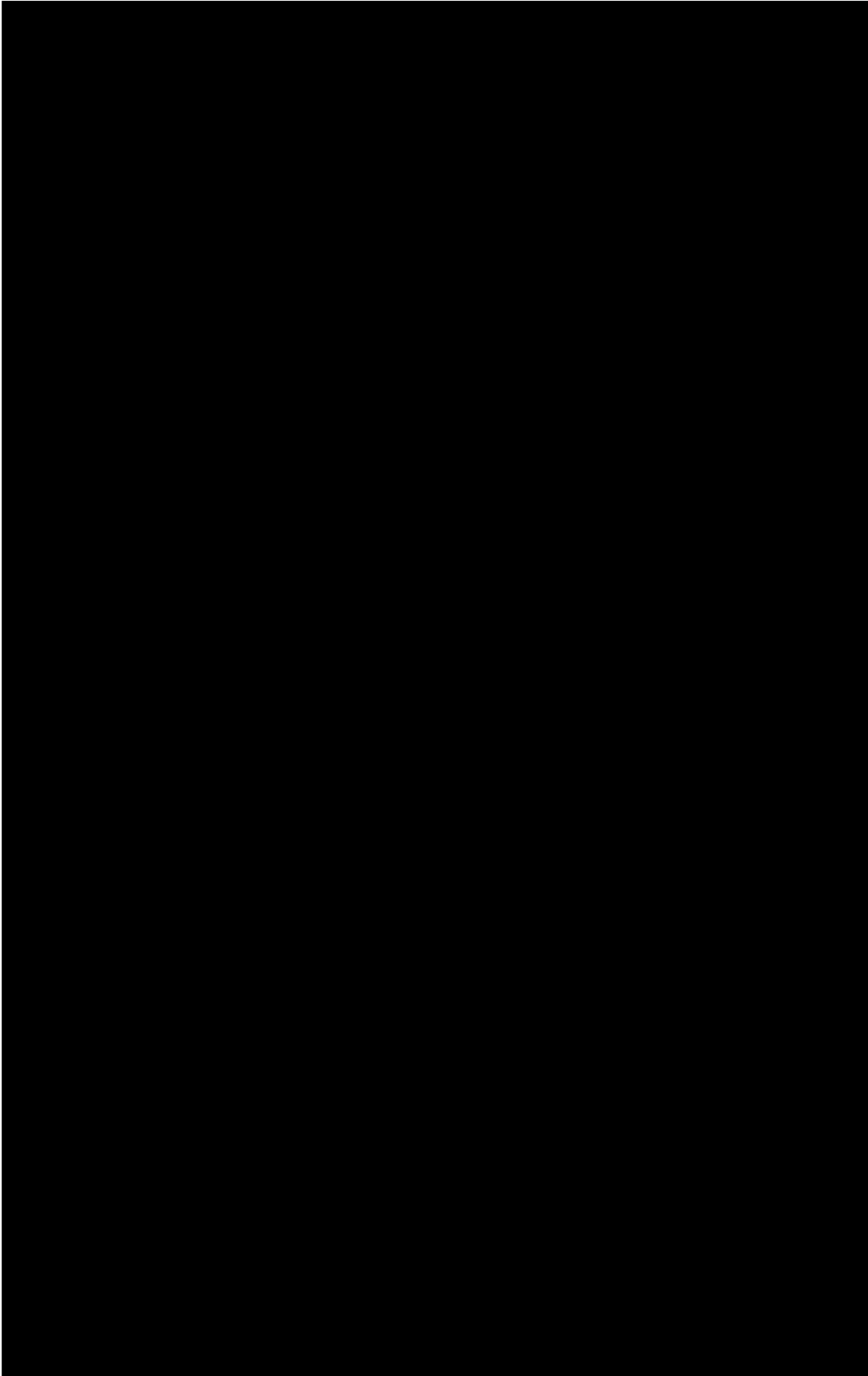


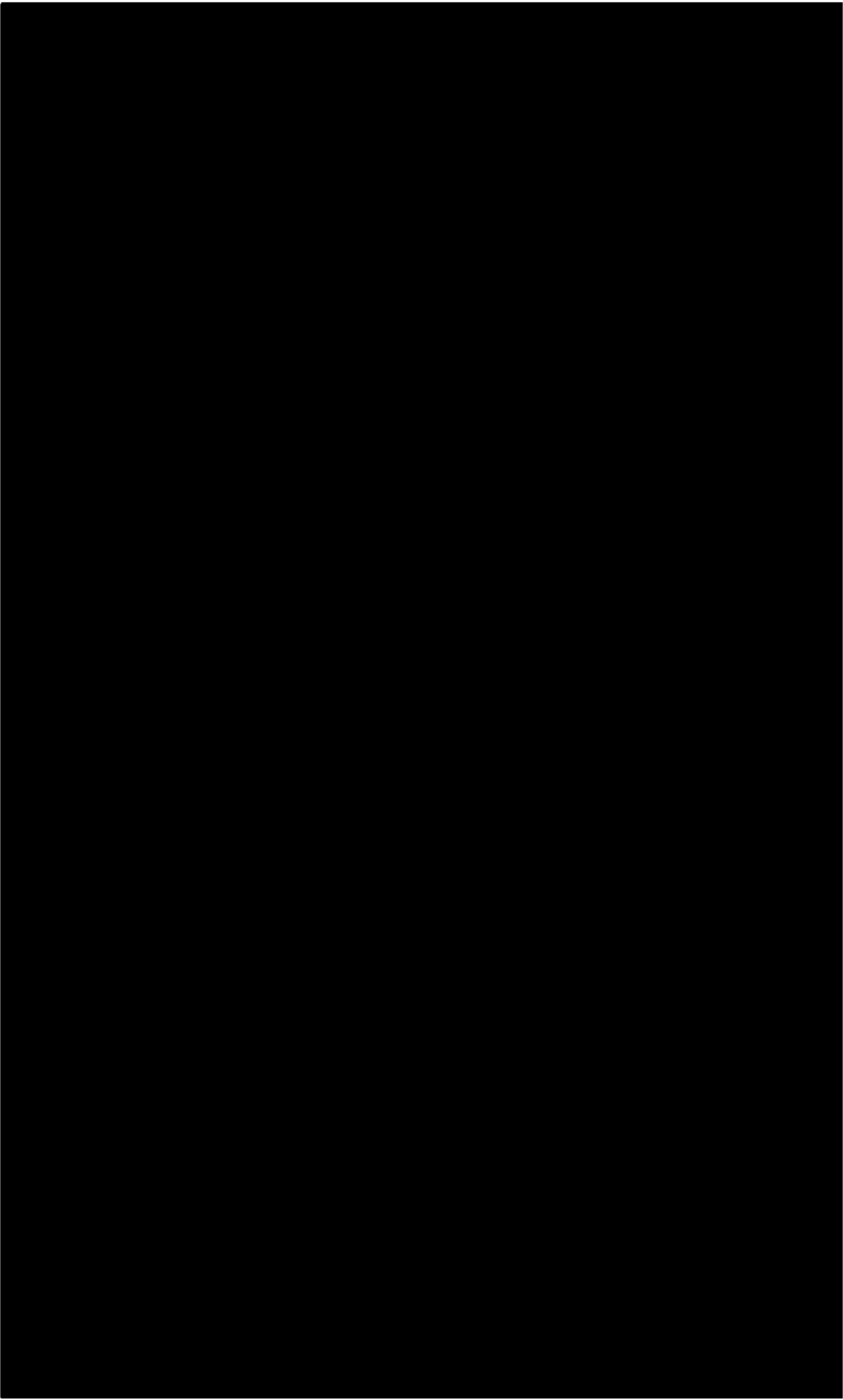


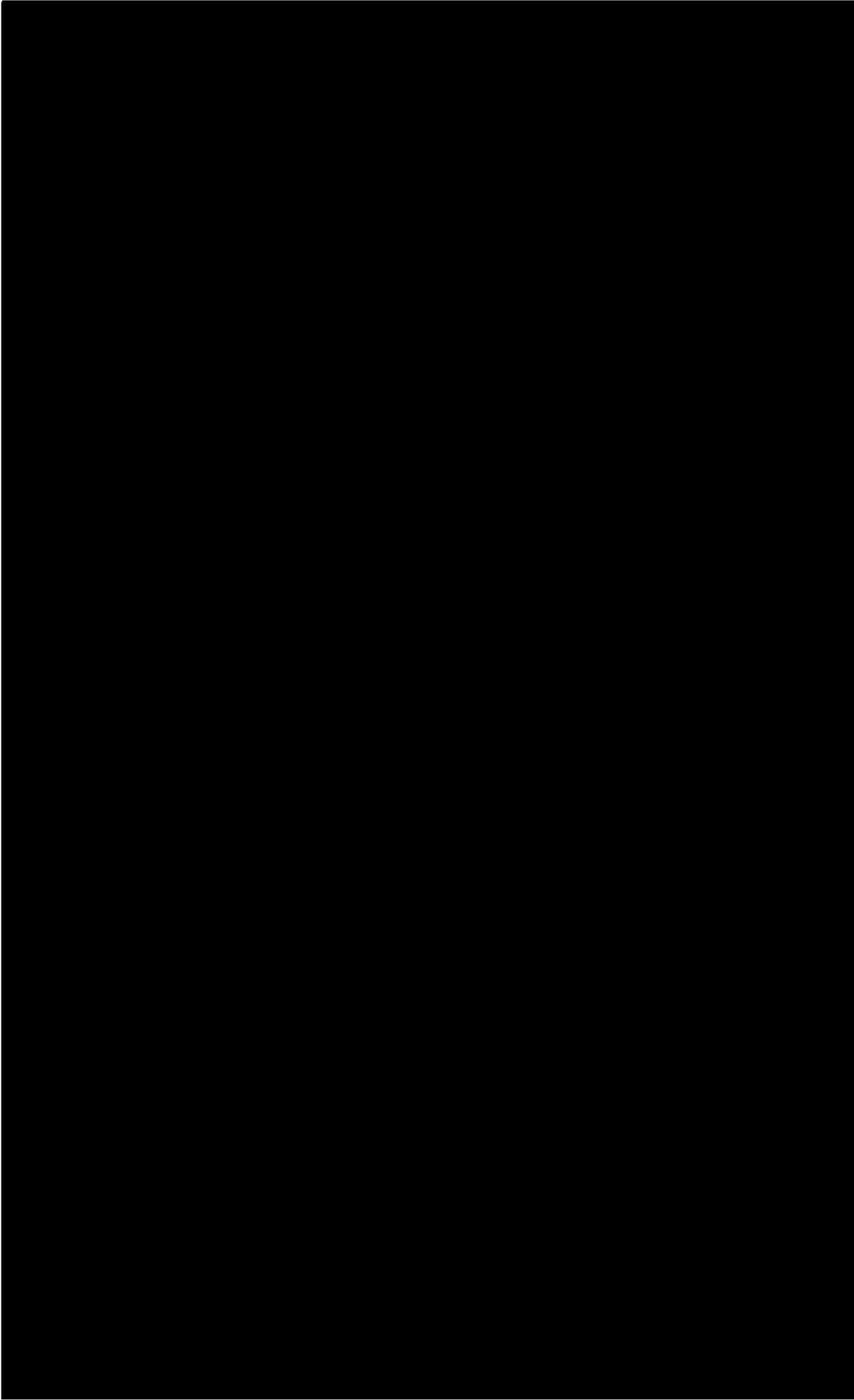


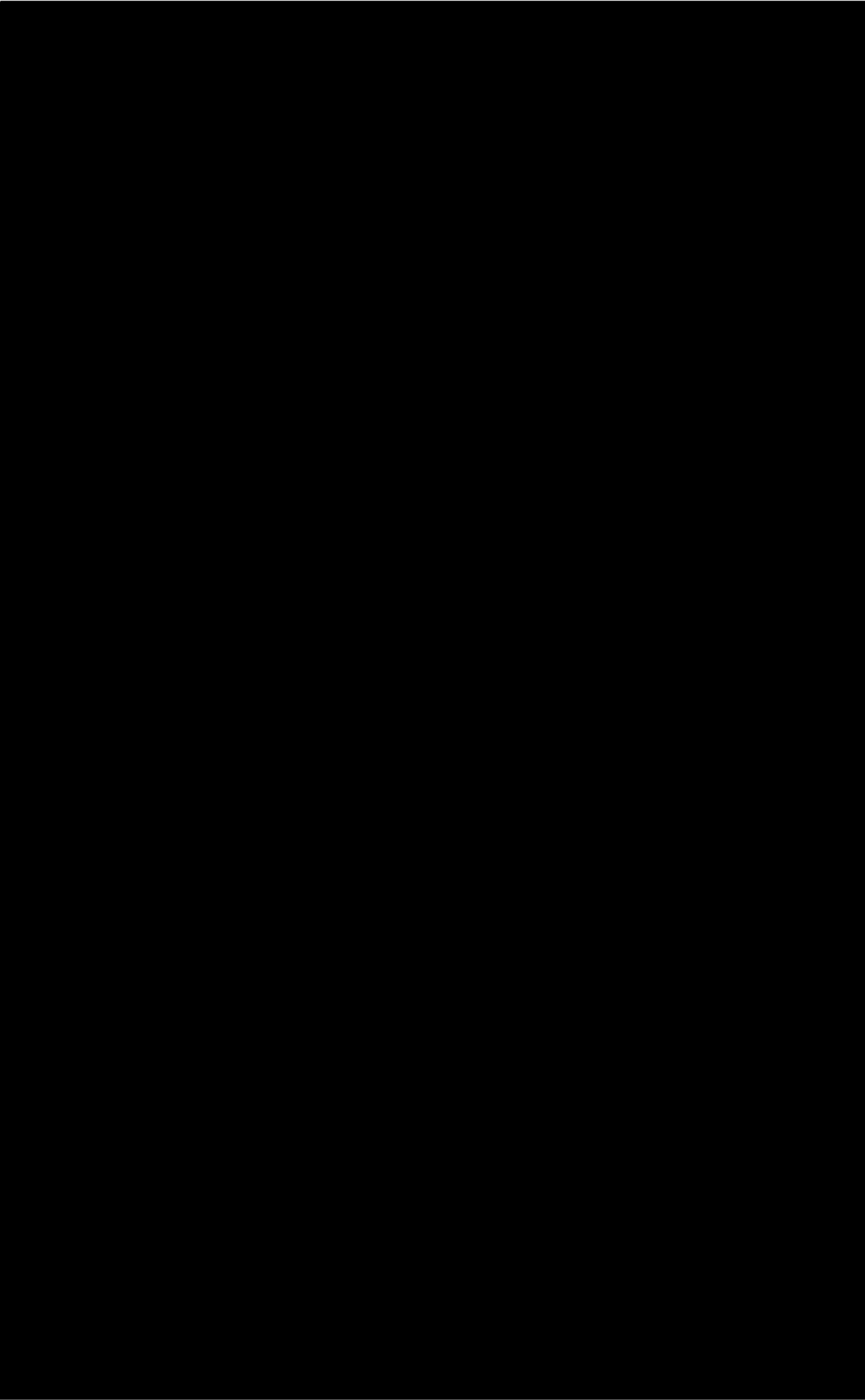


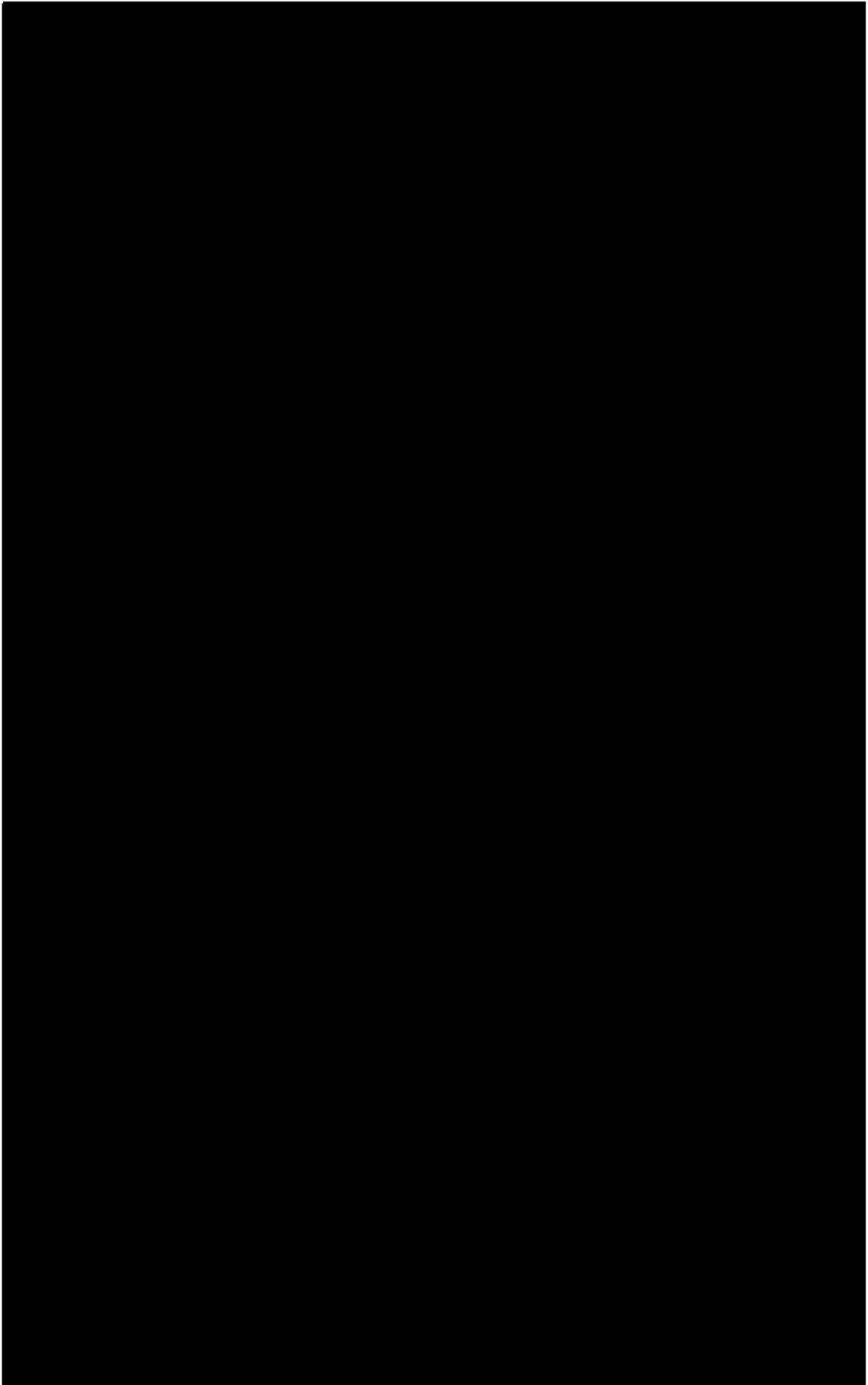


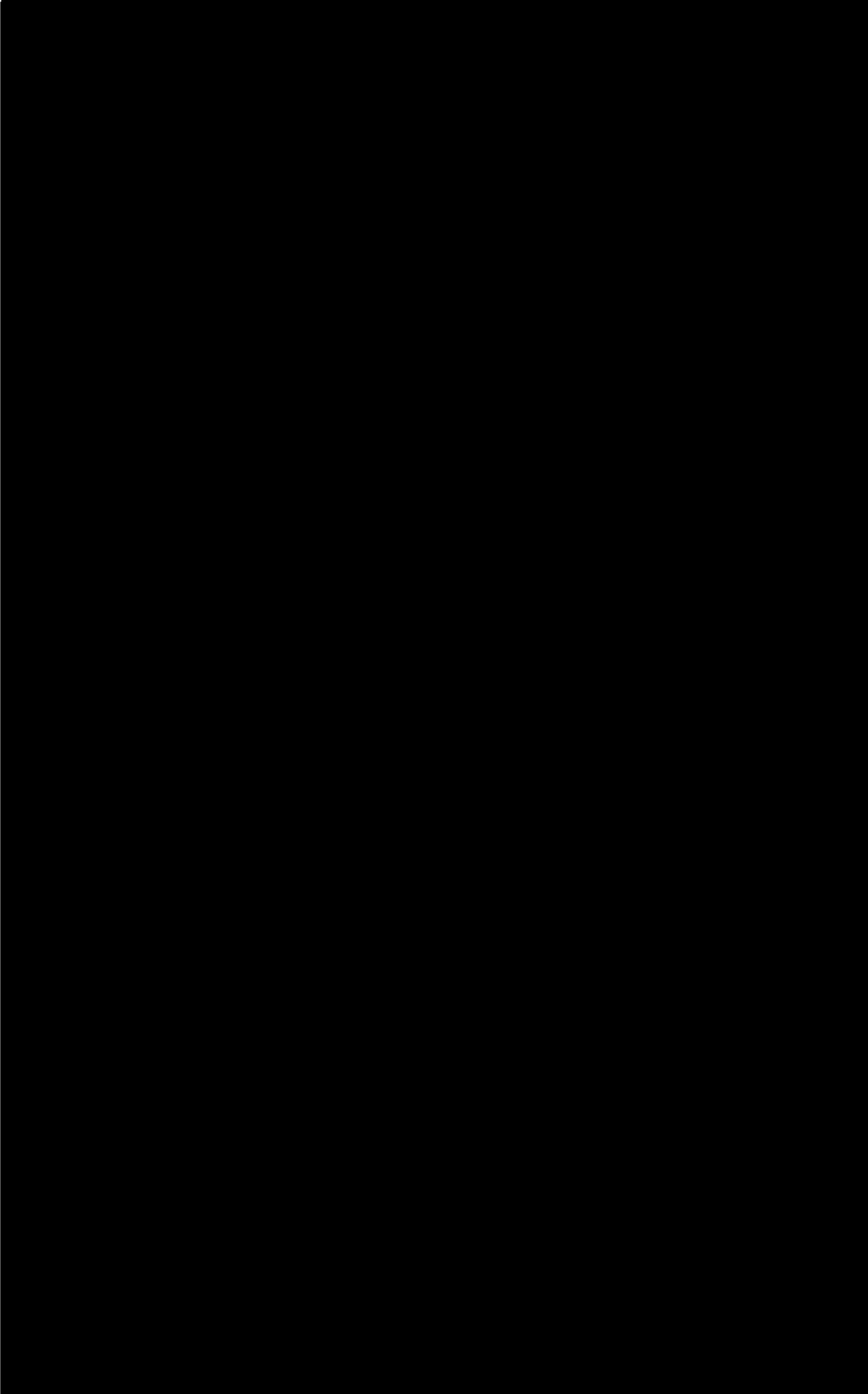


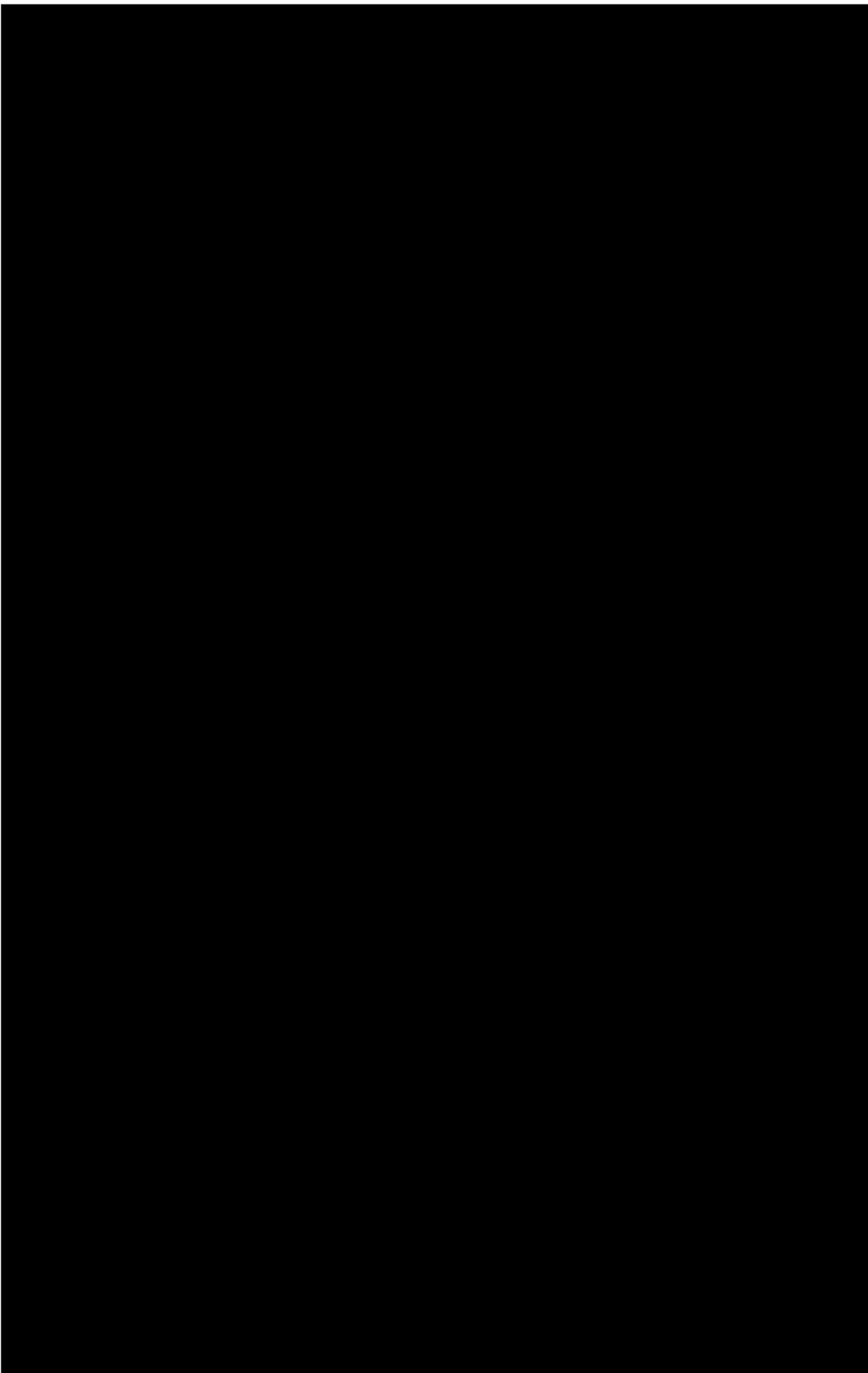


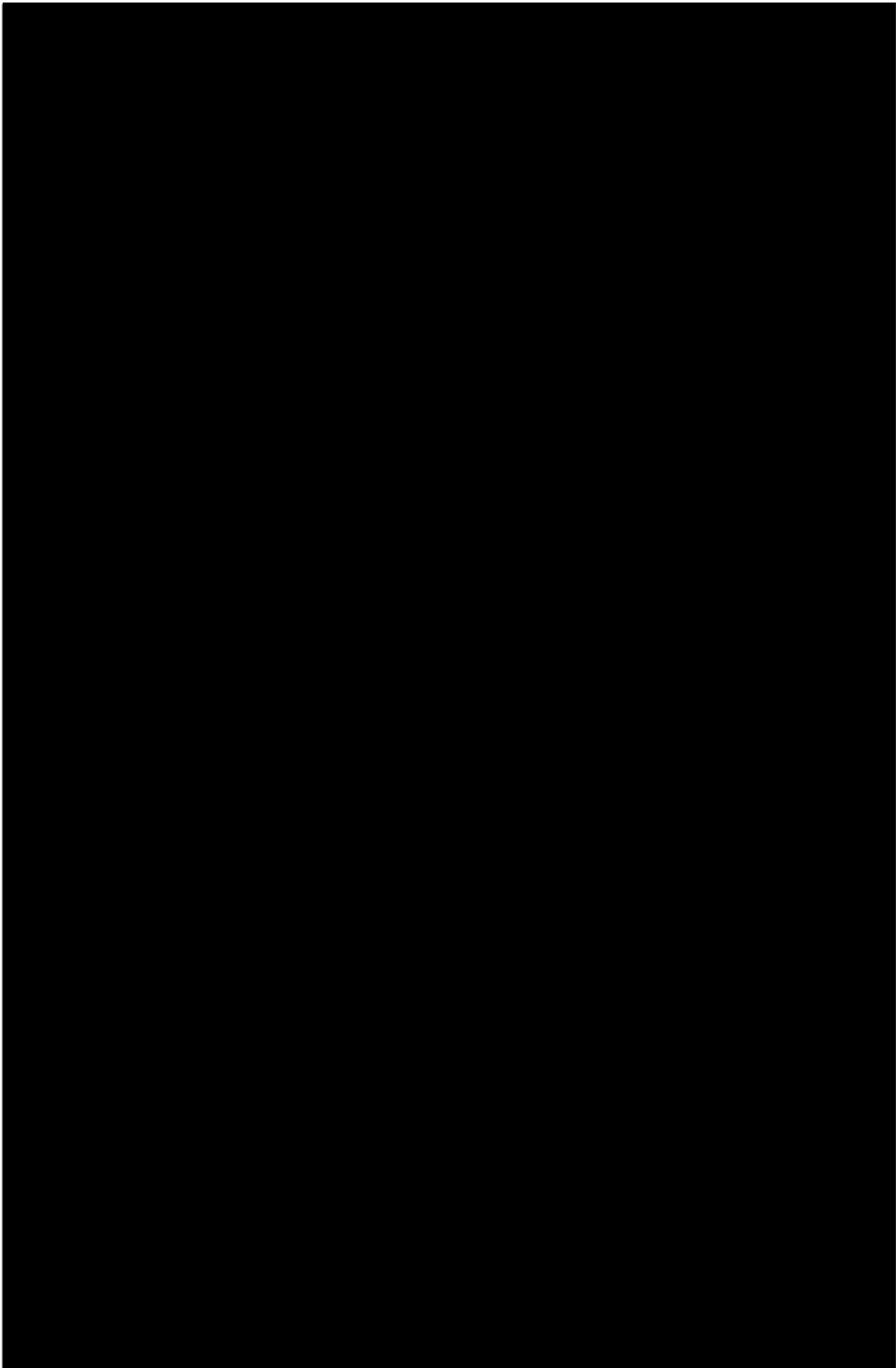


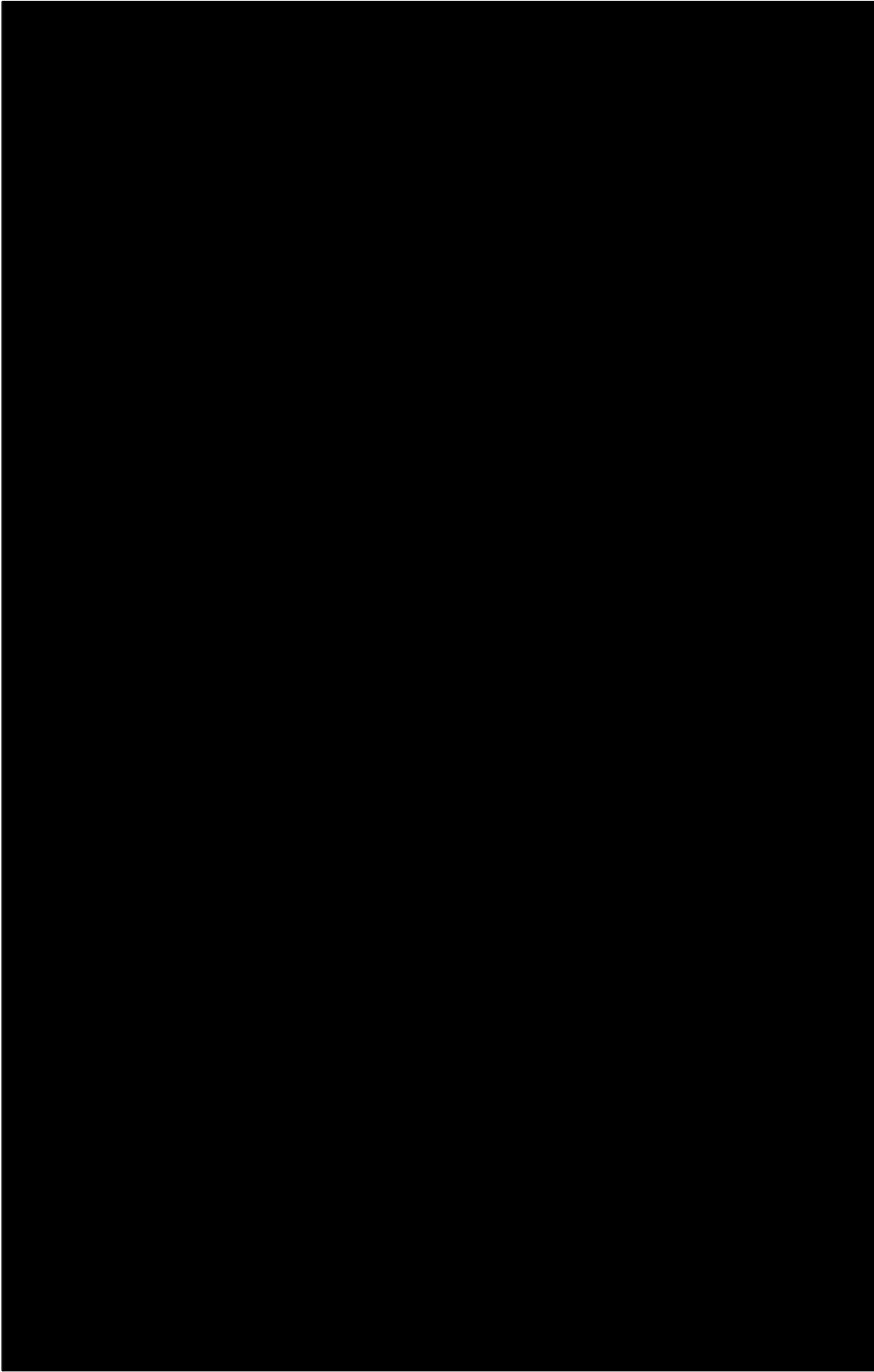


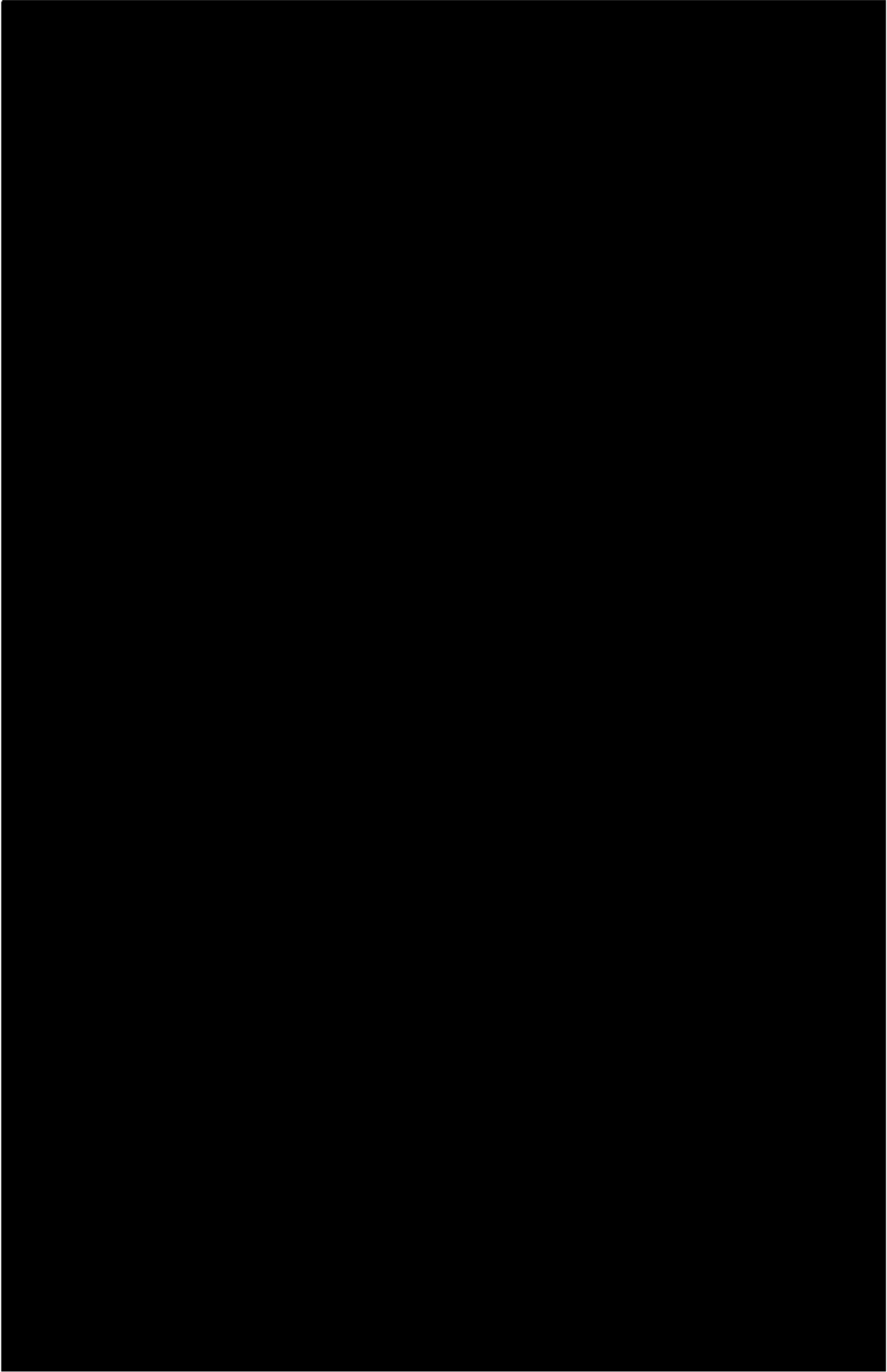


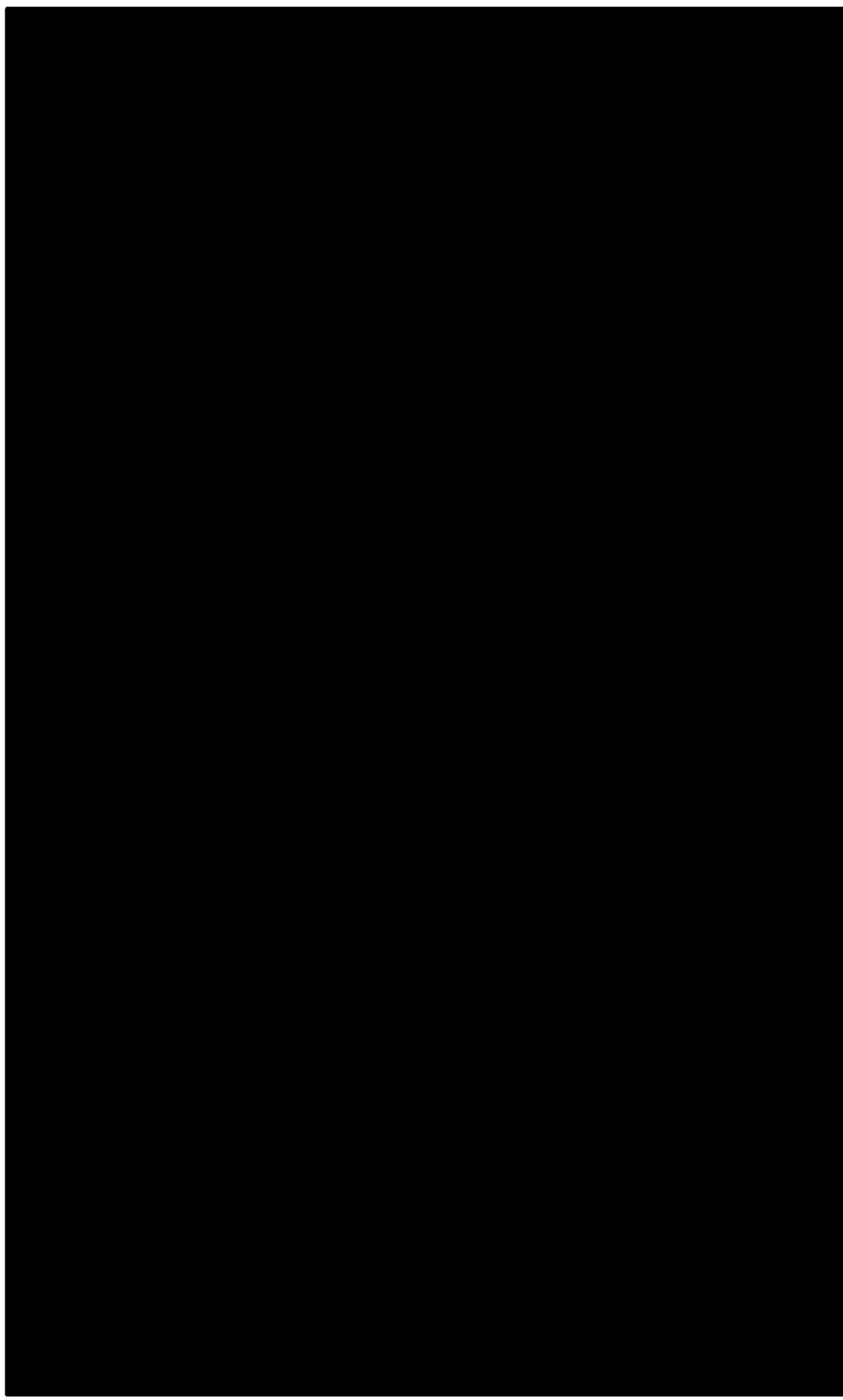


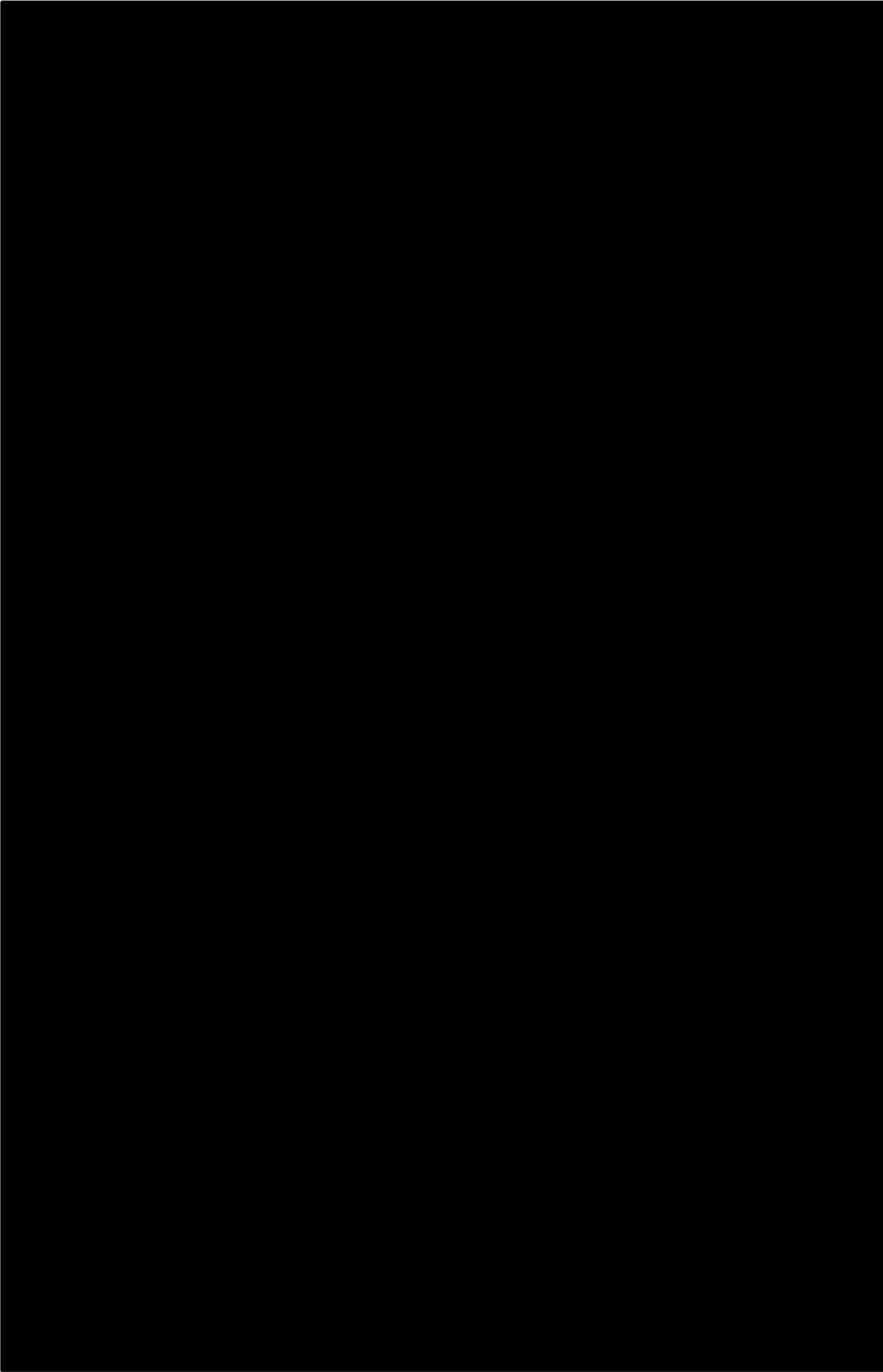


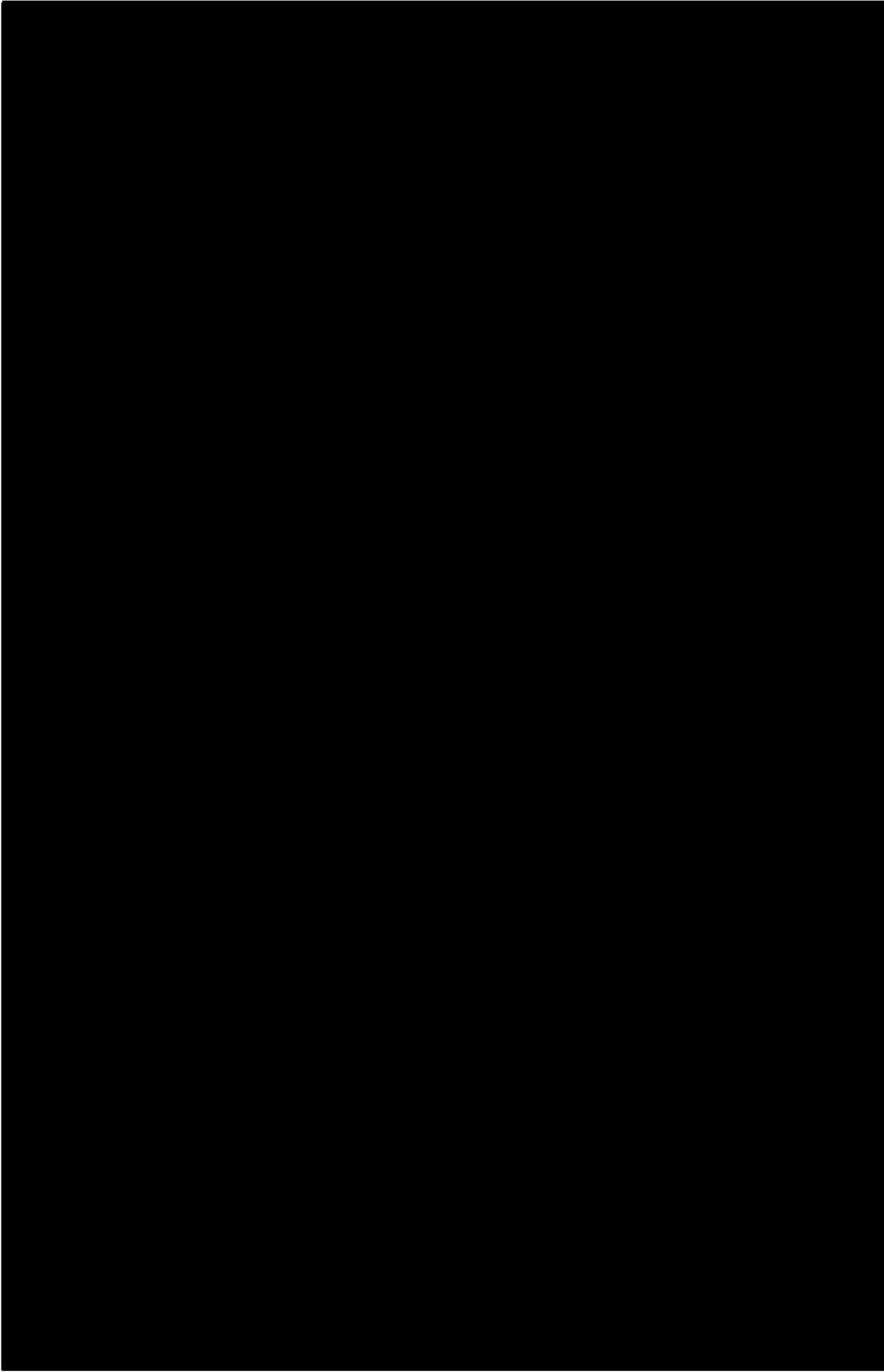


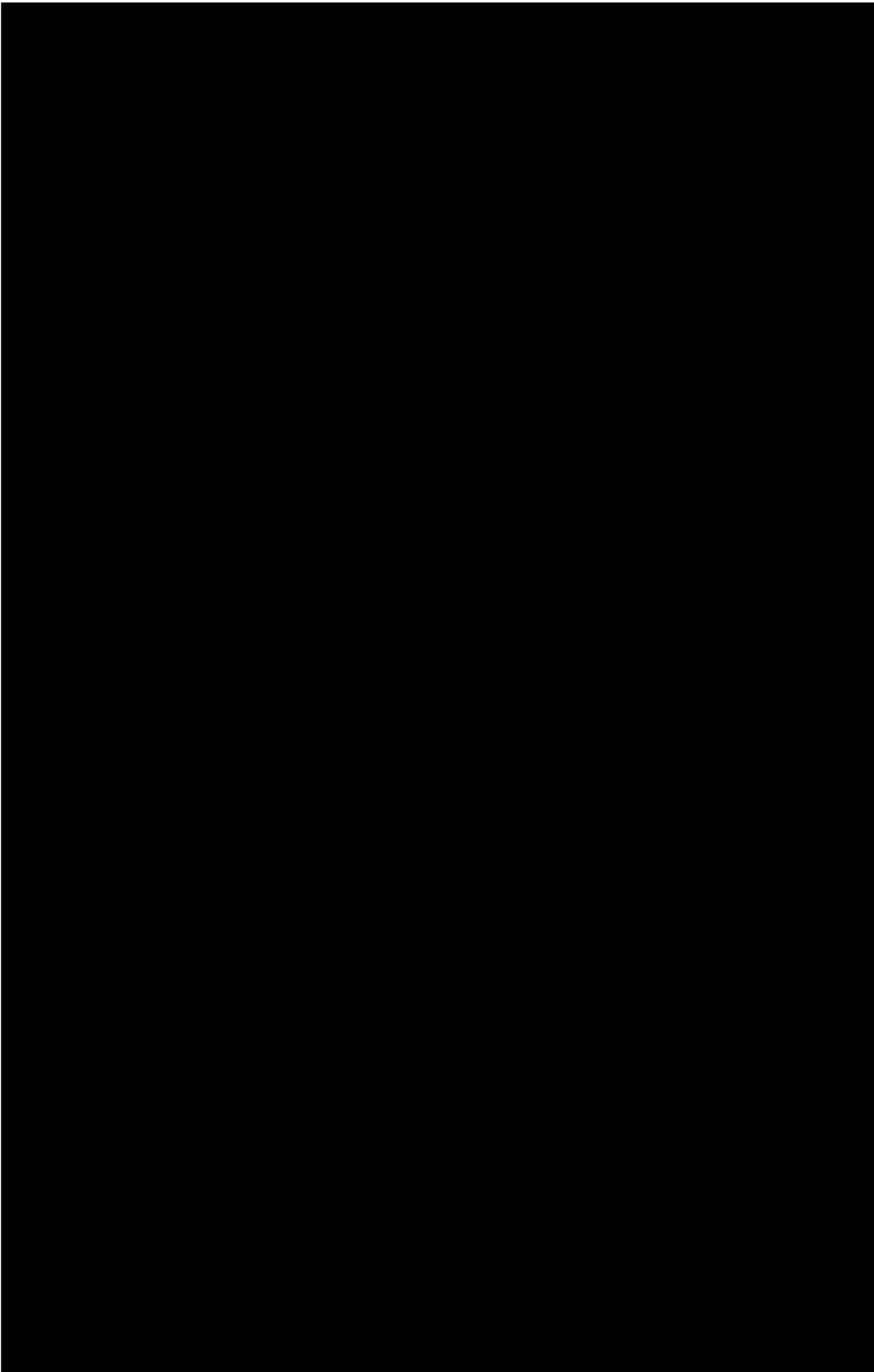


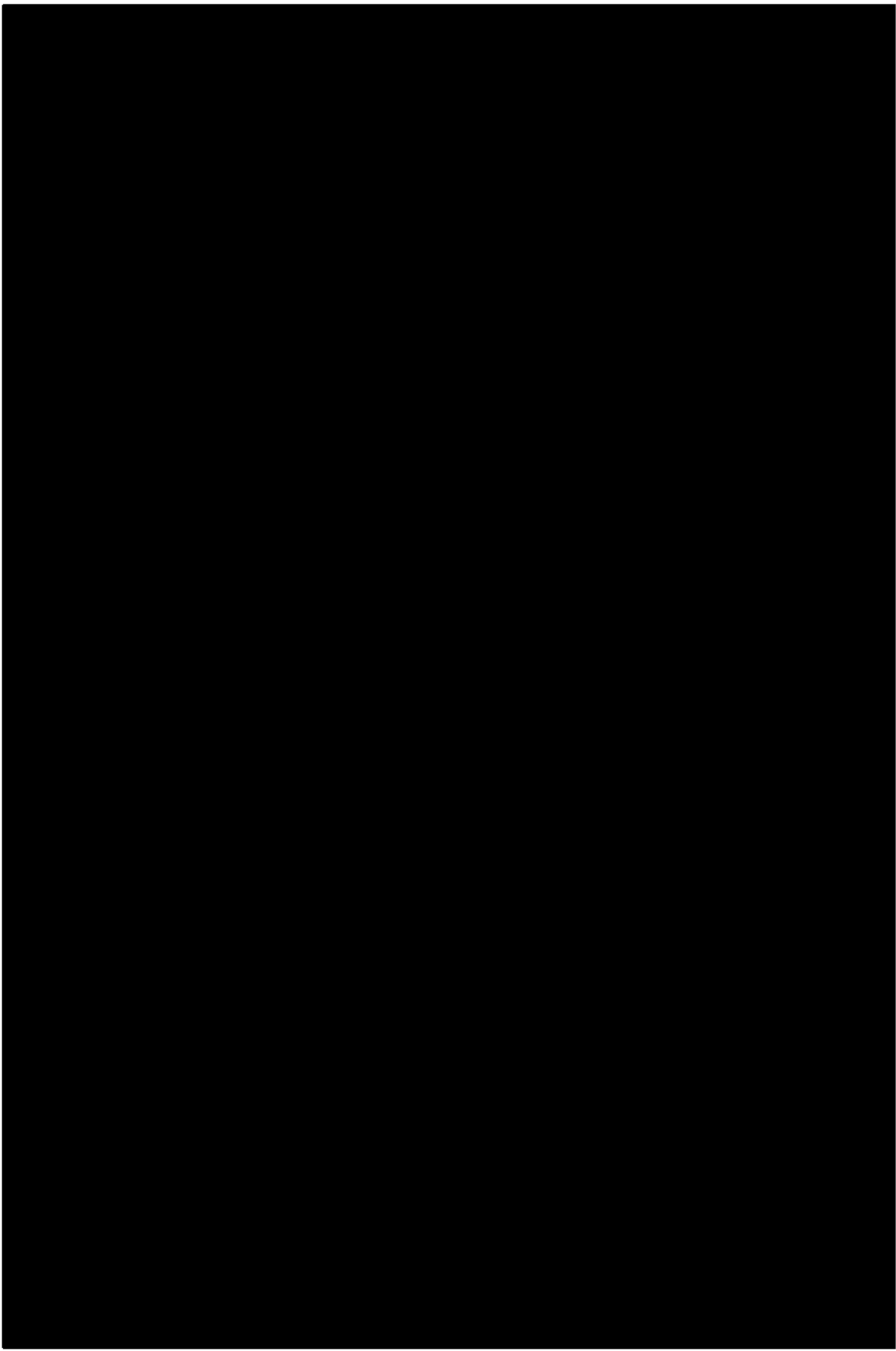


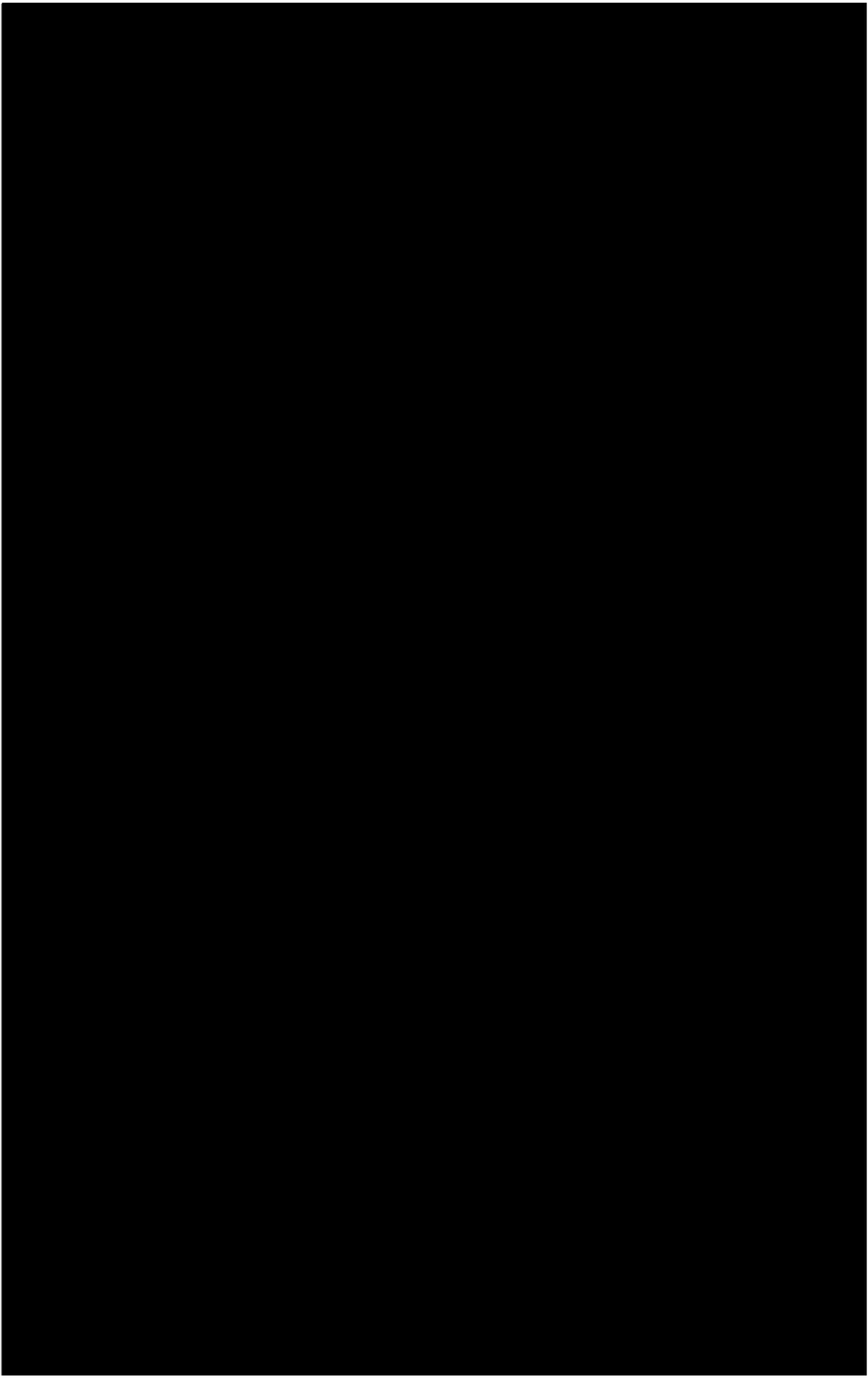


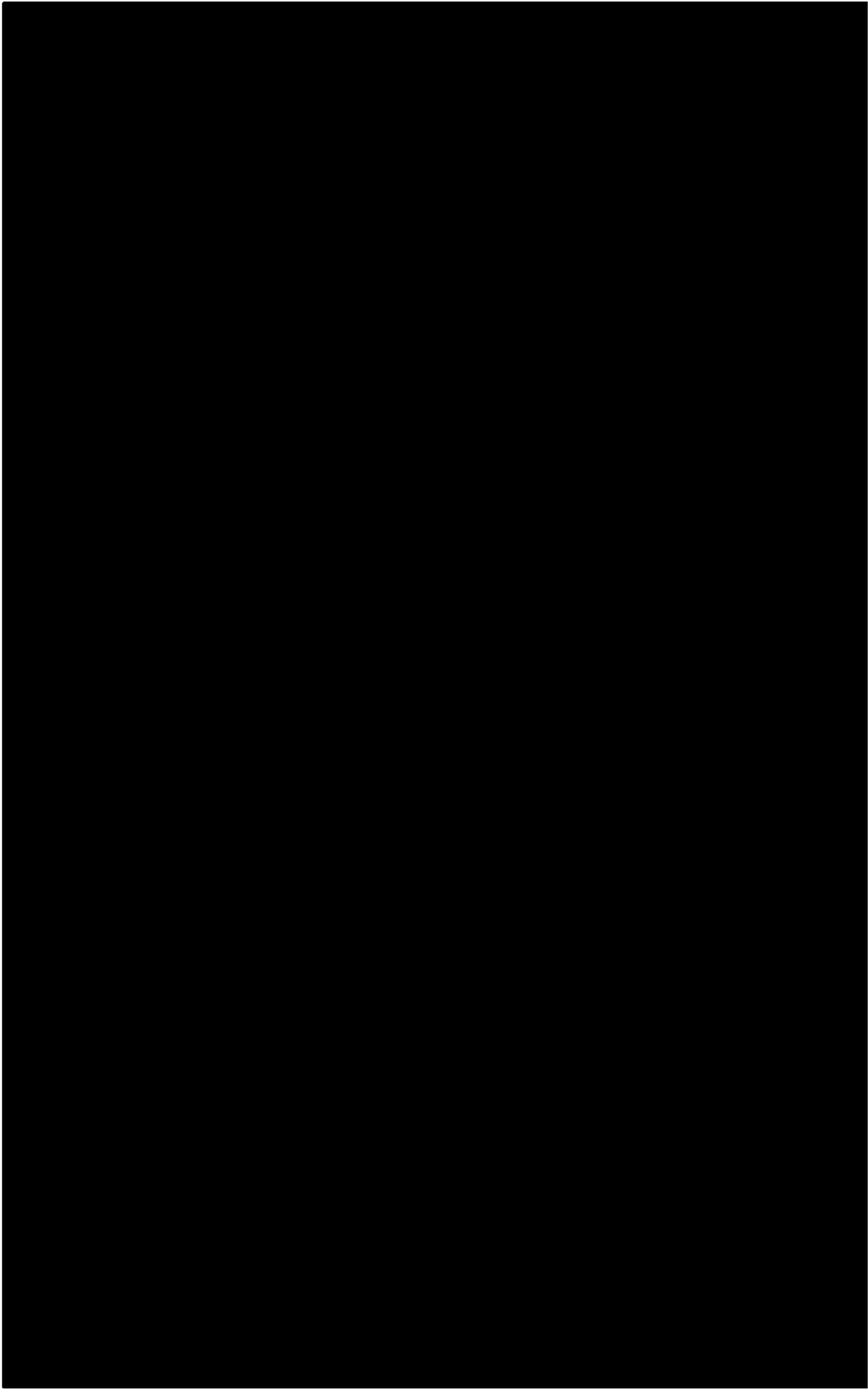


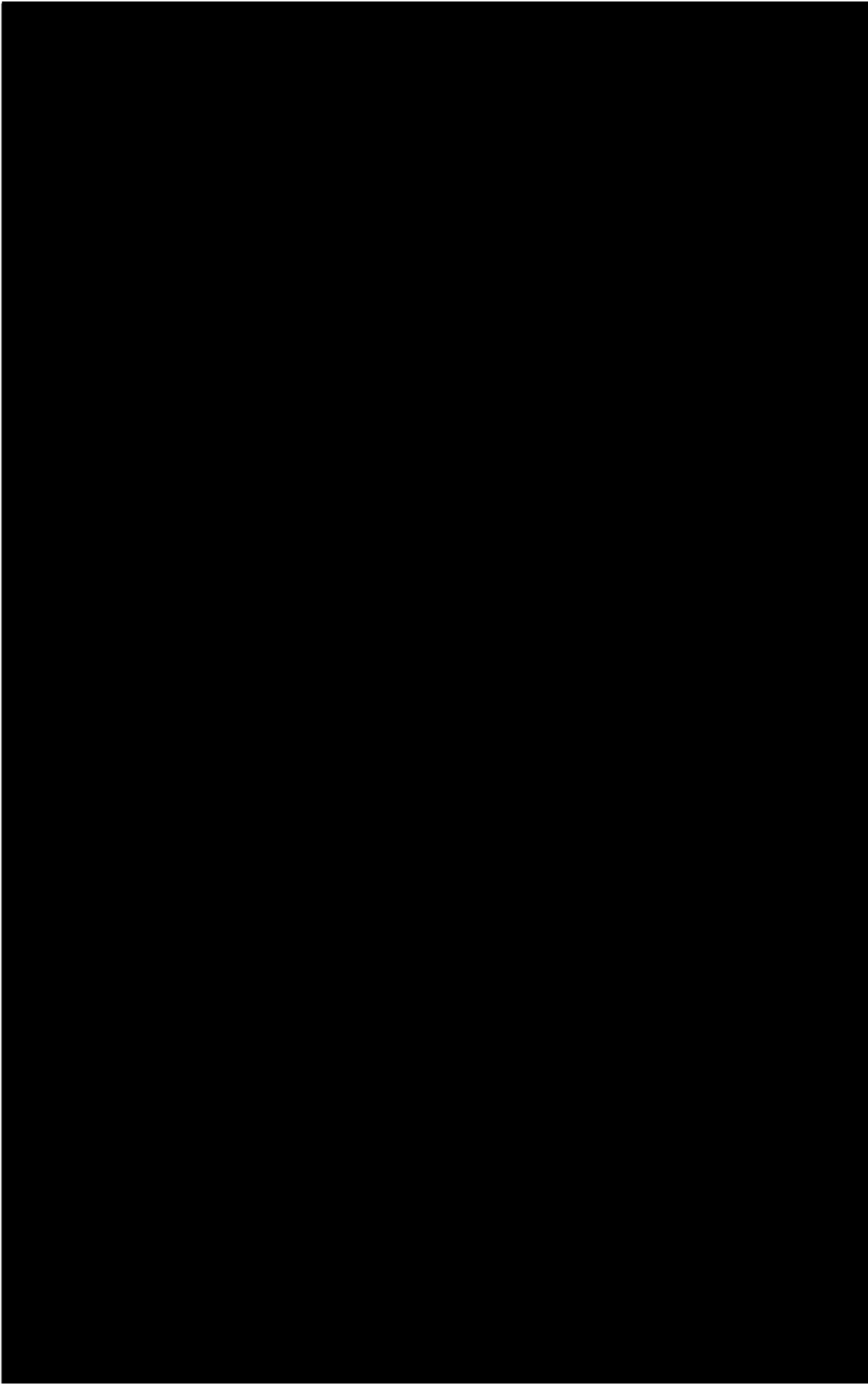


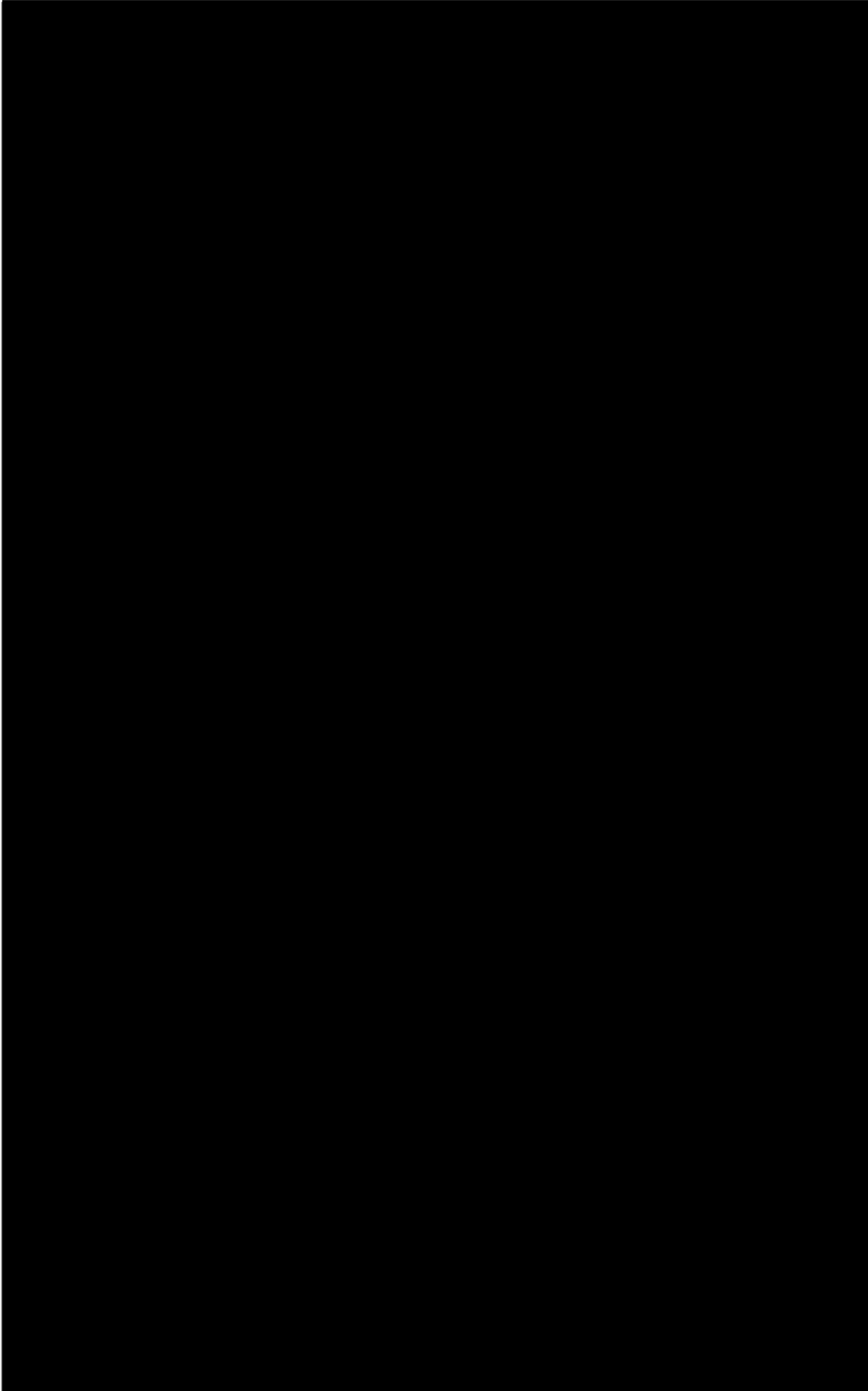


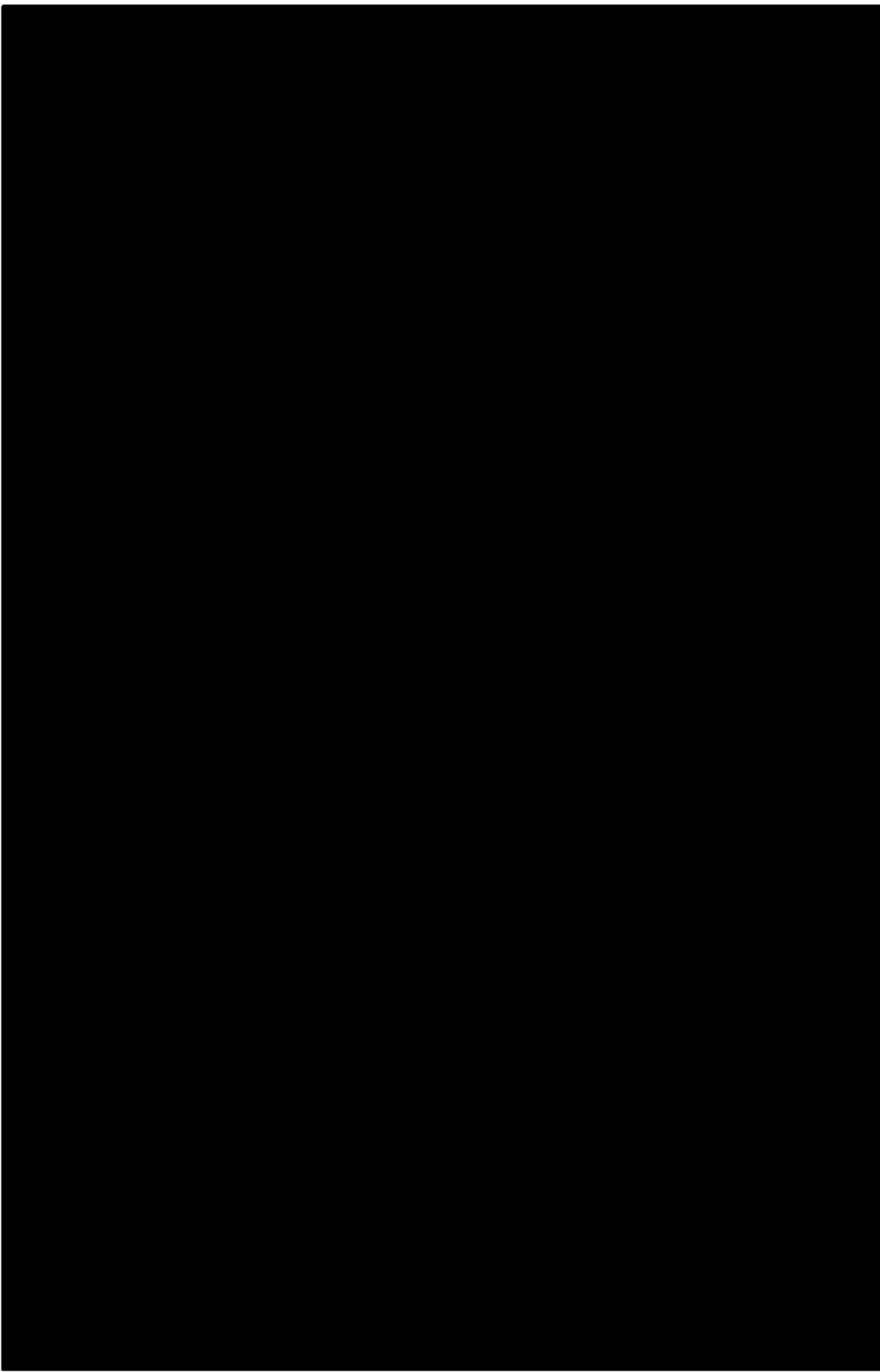


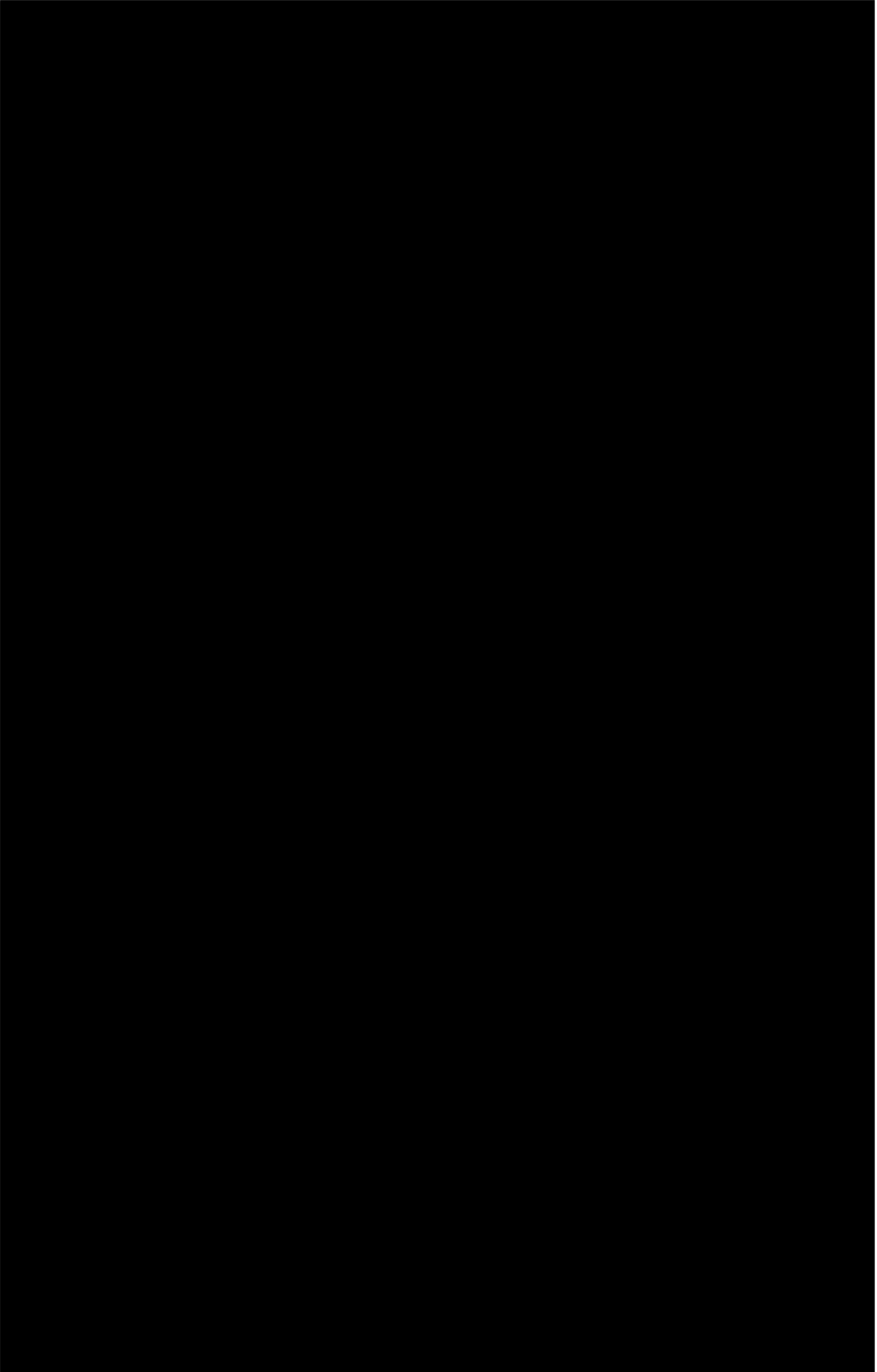


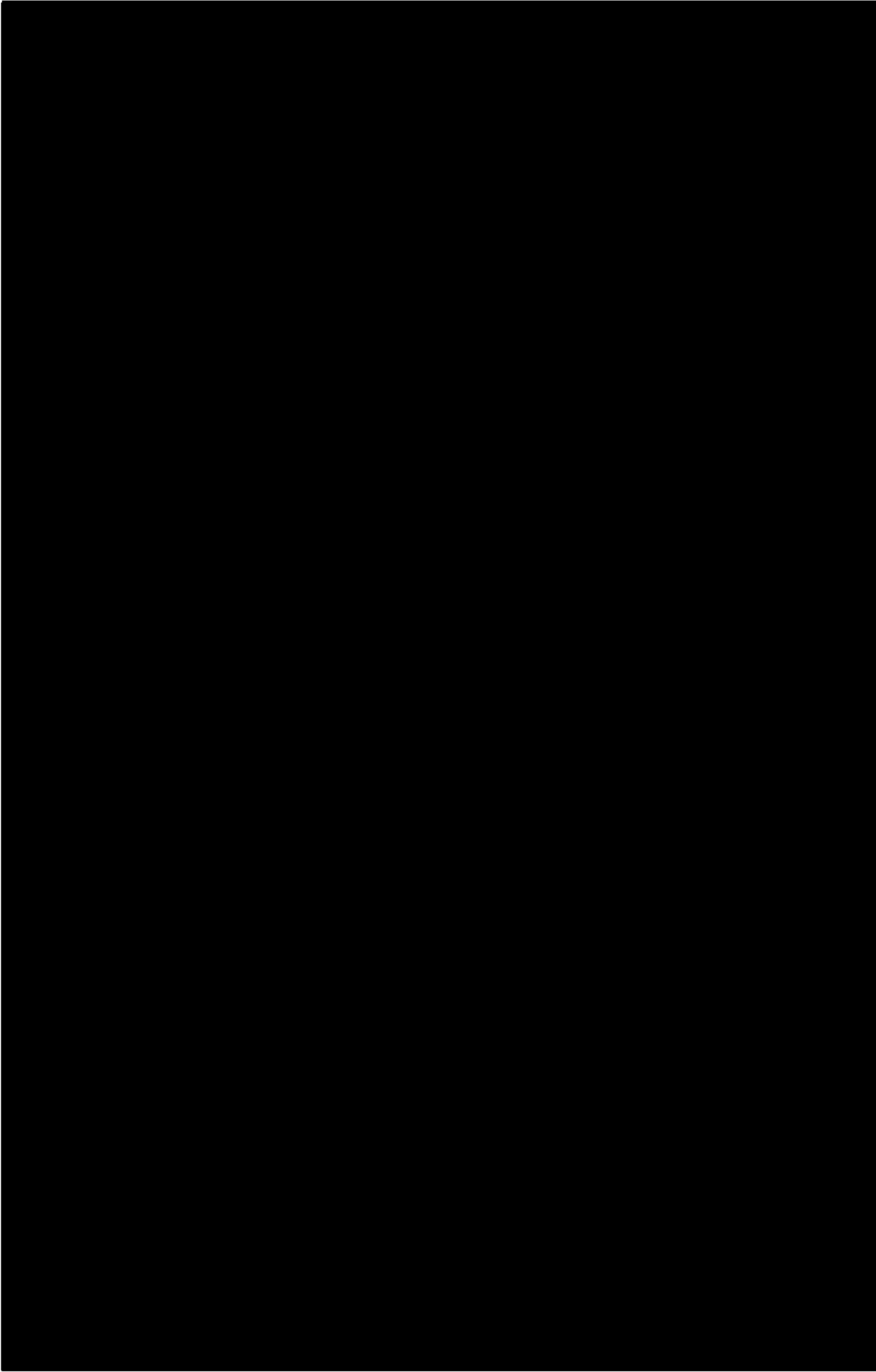


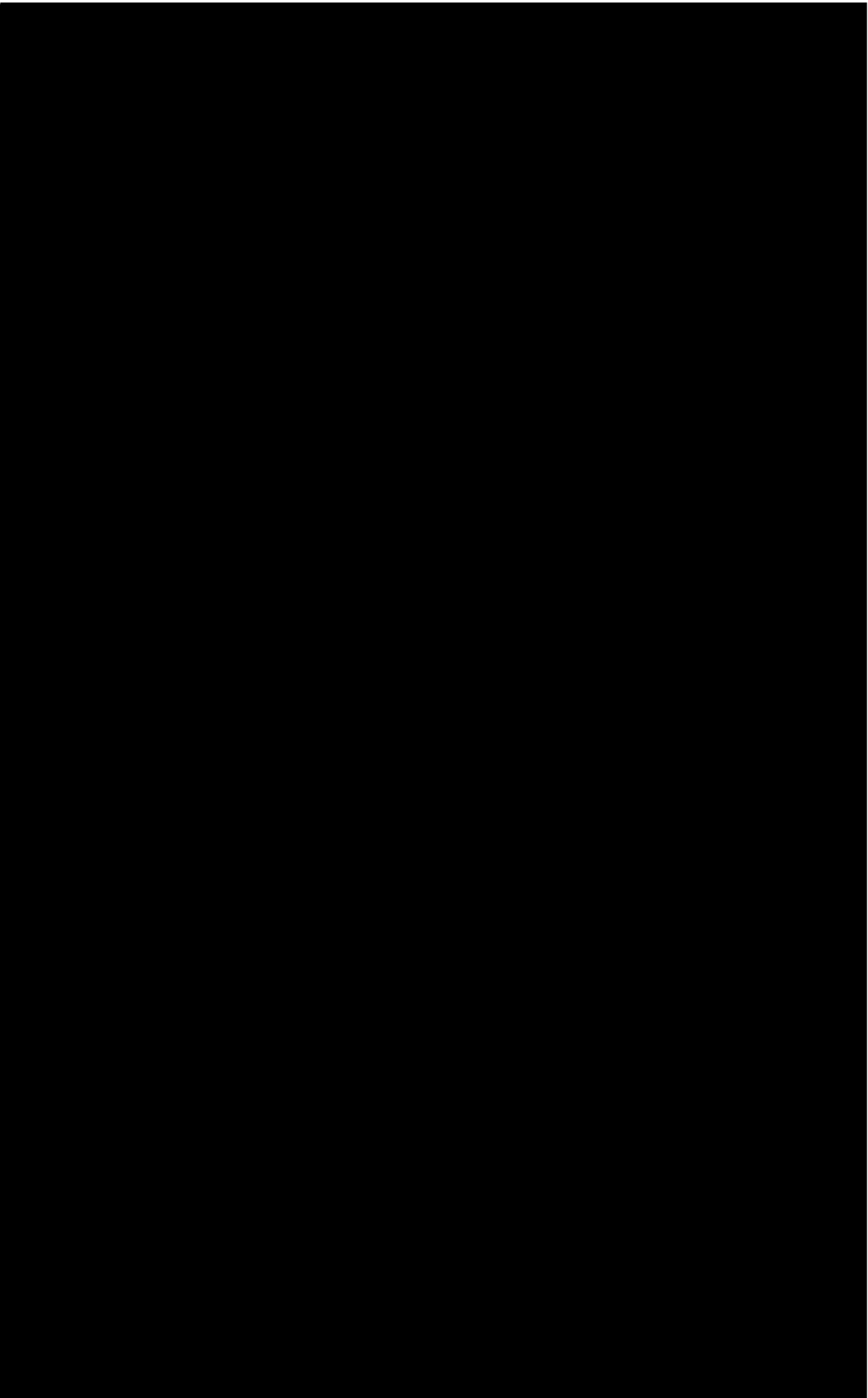






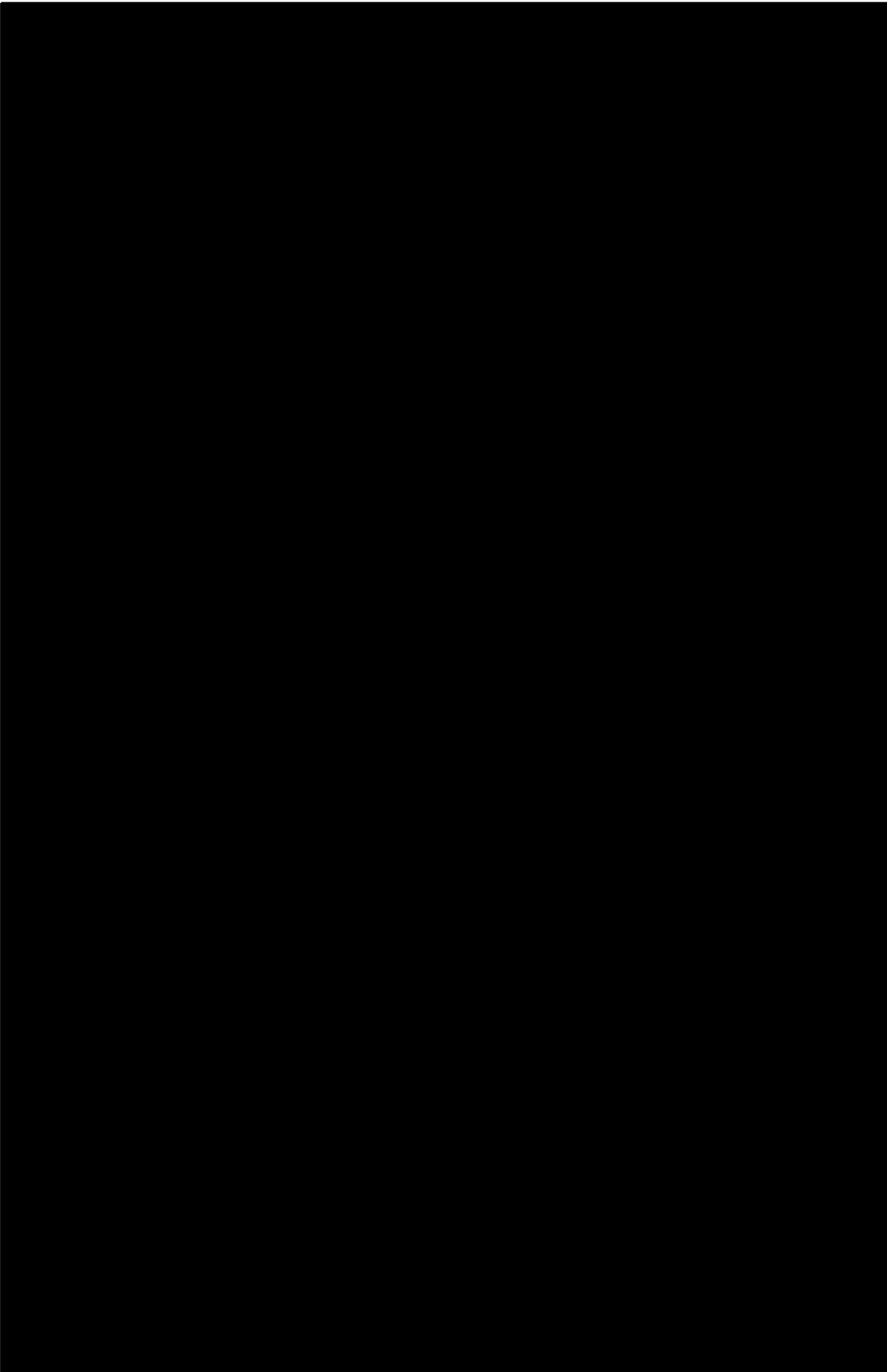


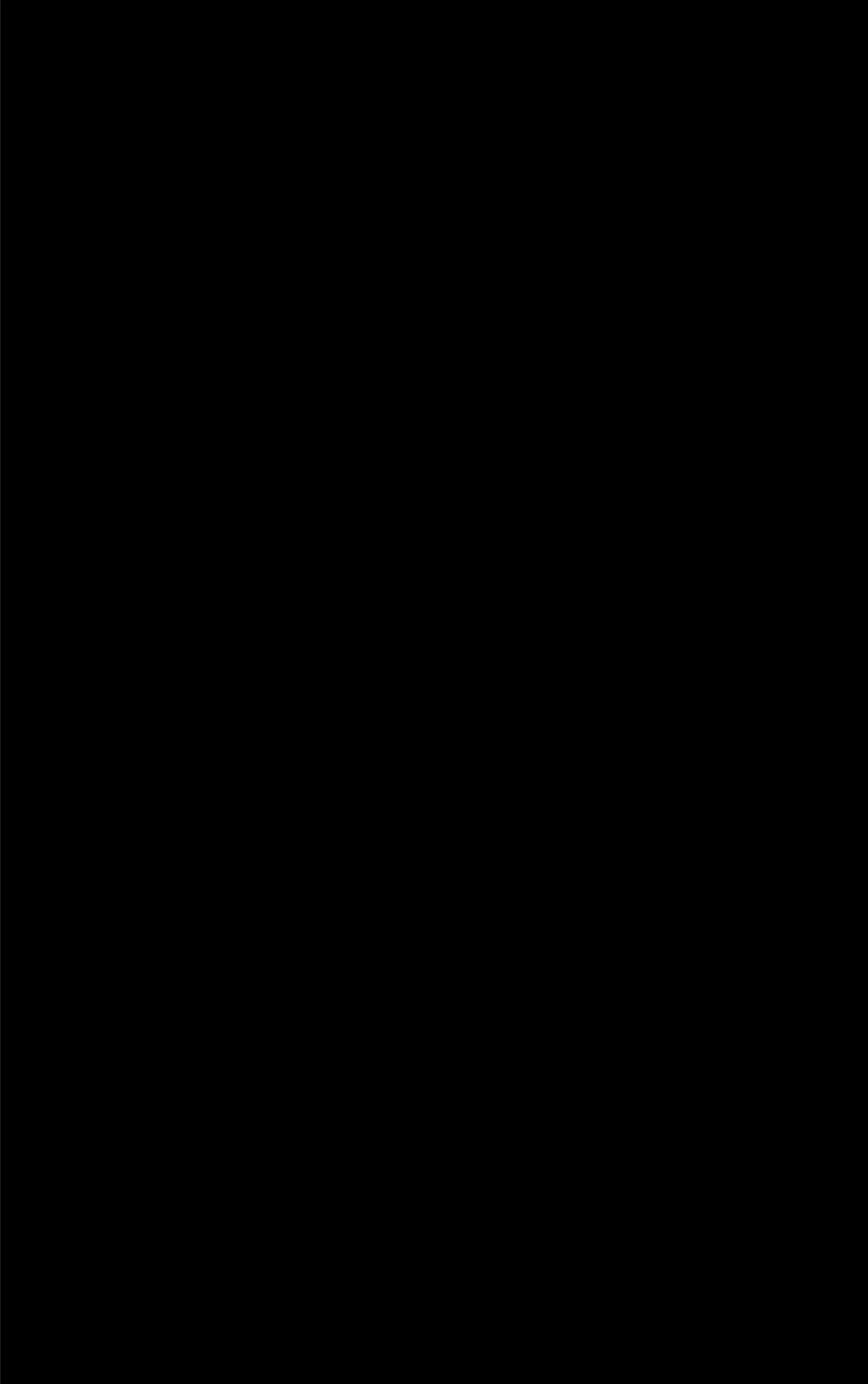


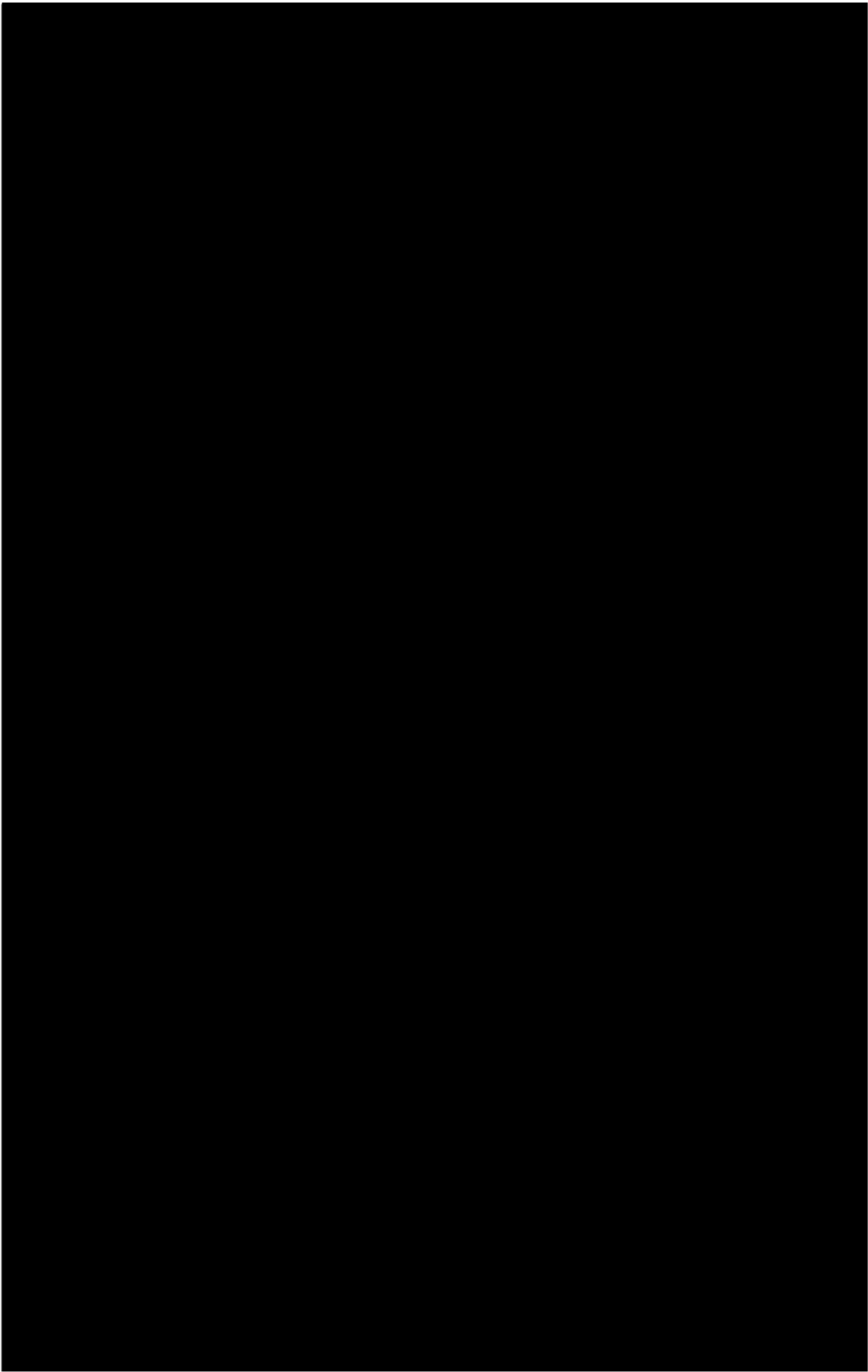


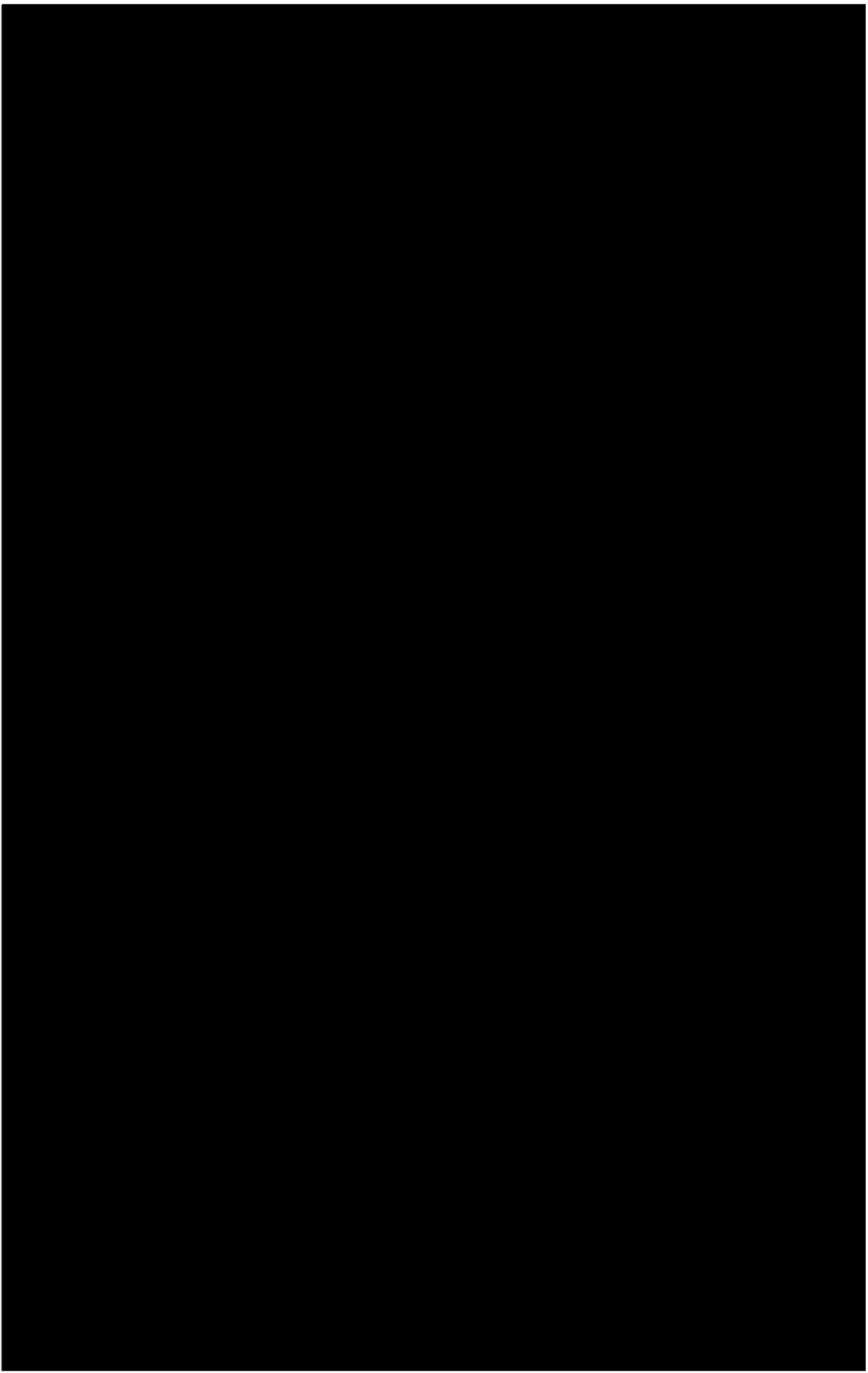


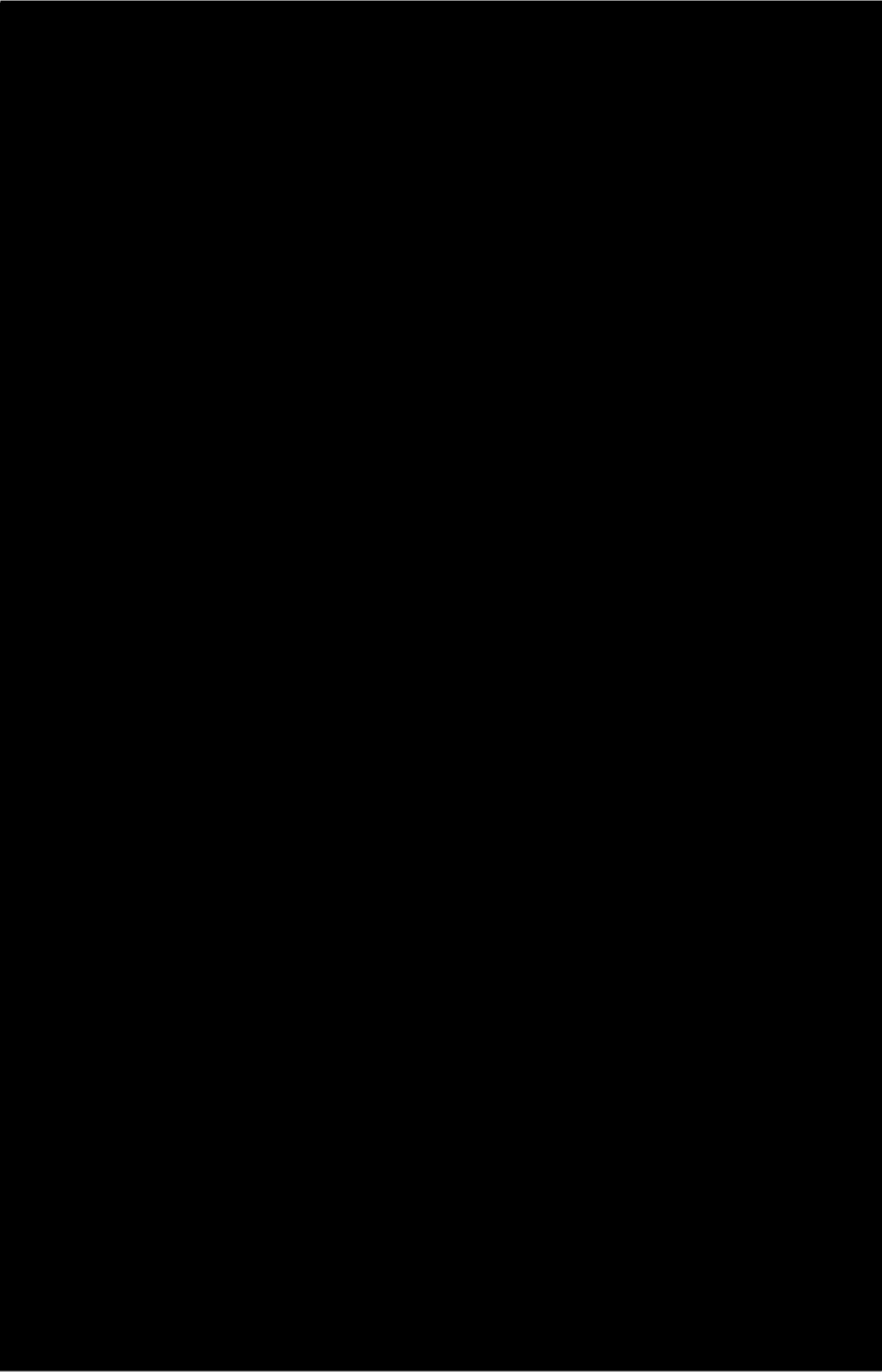
Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System

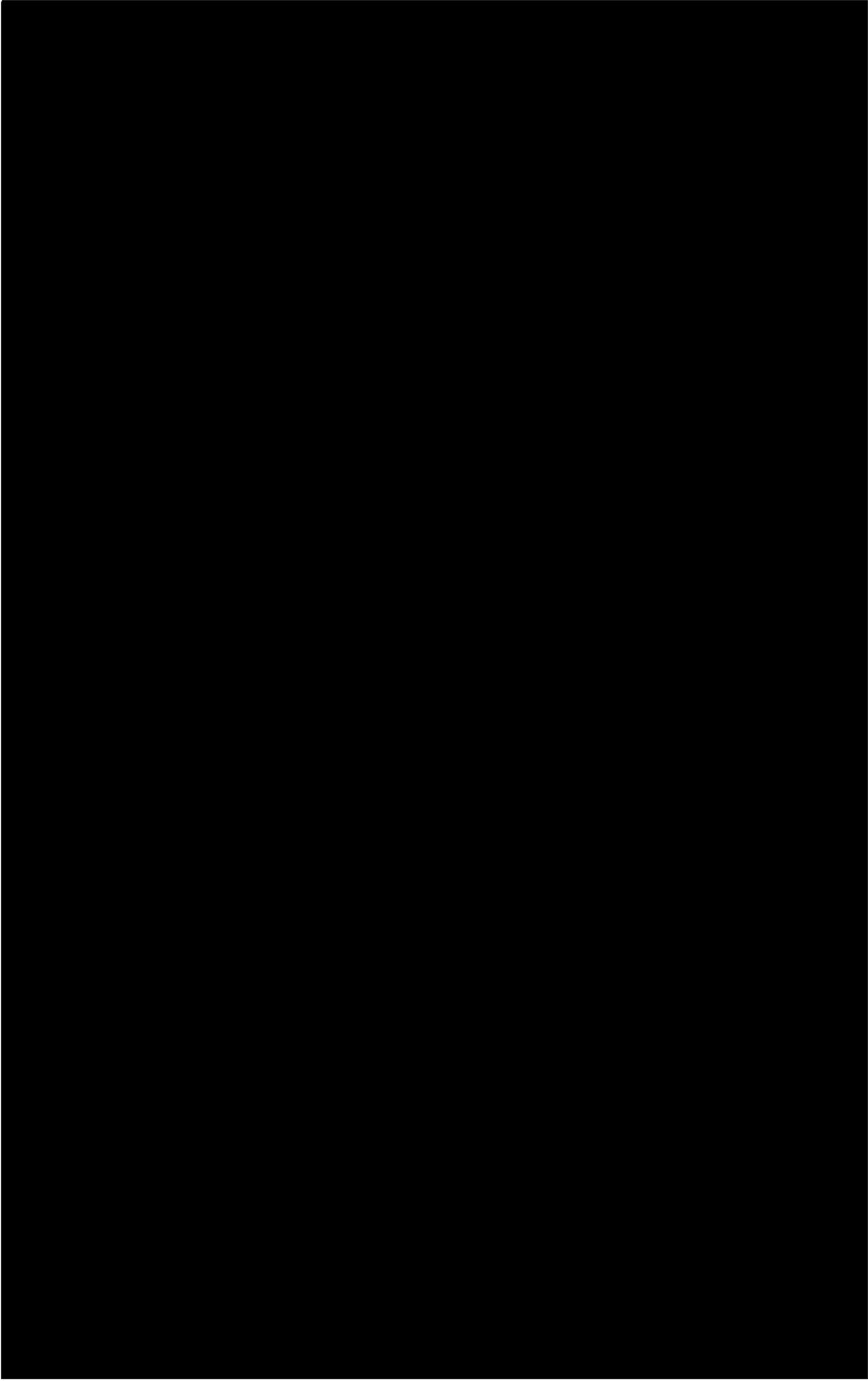


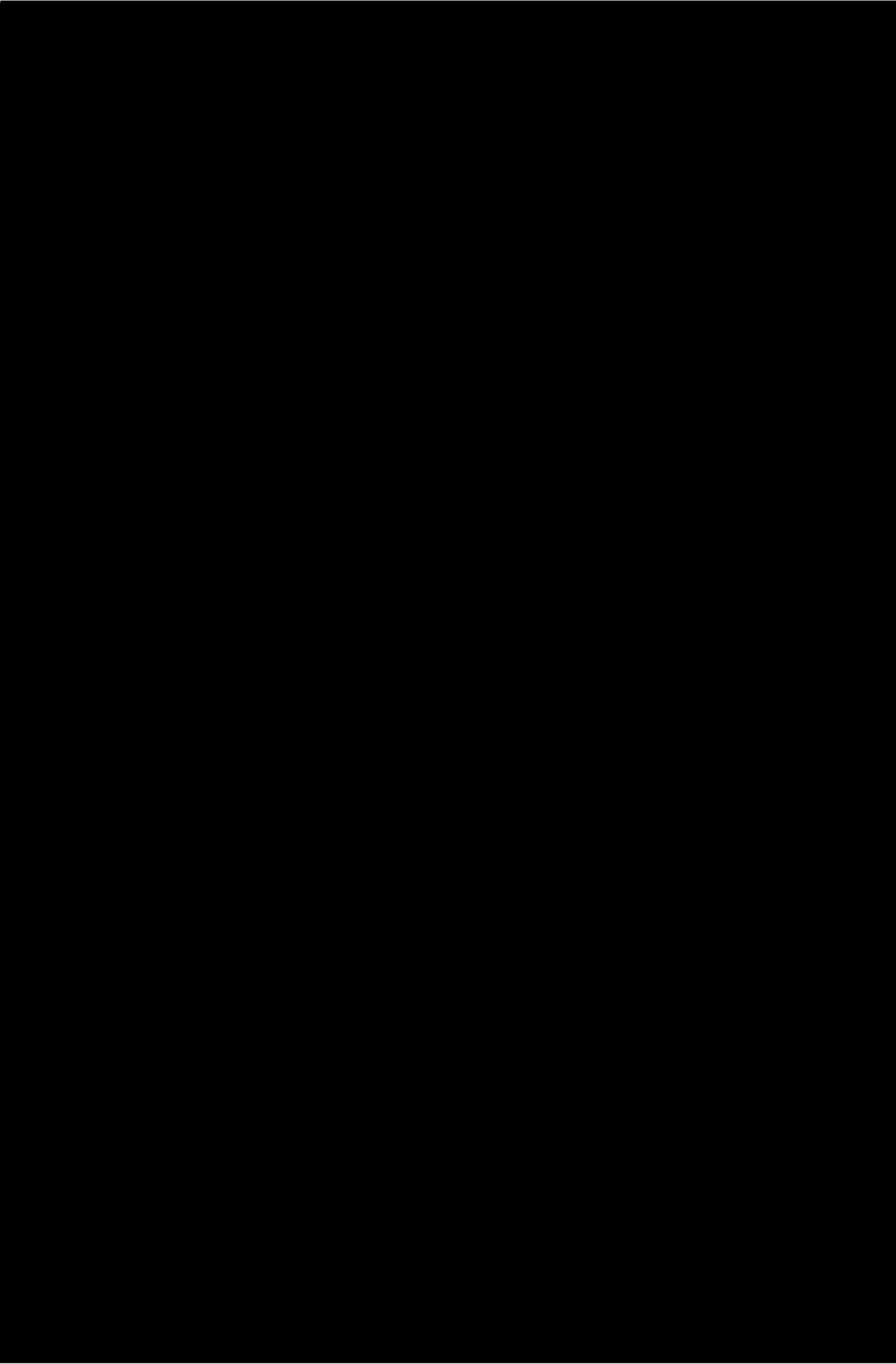


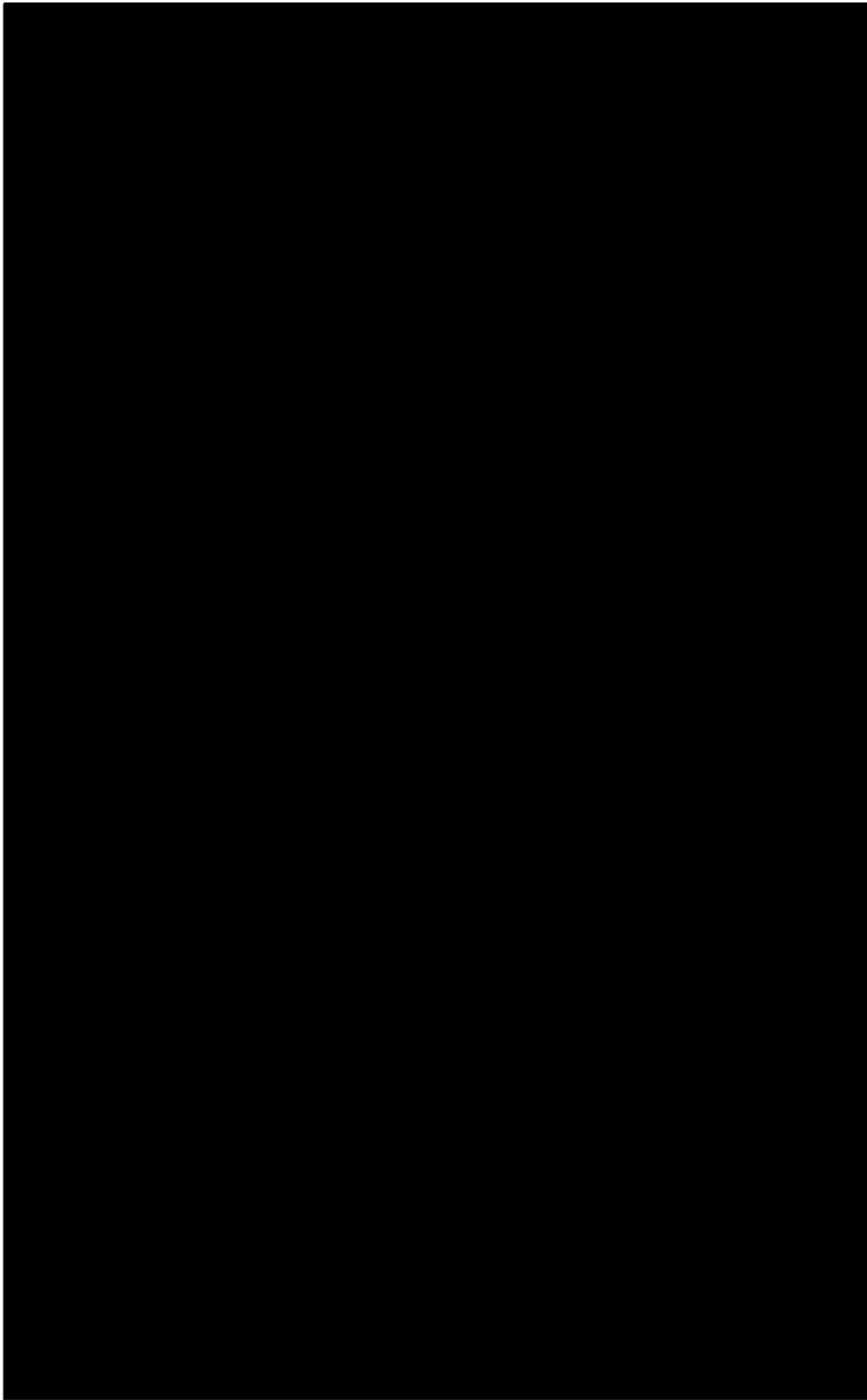


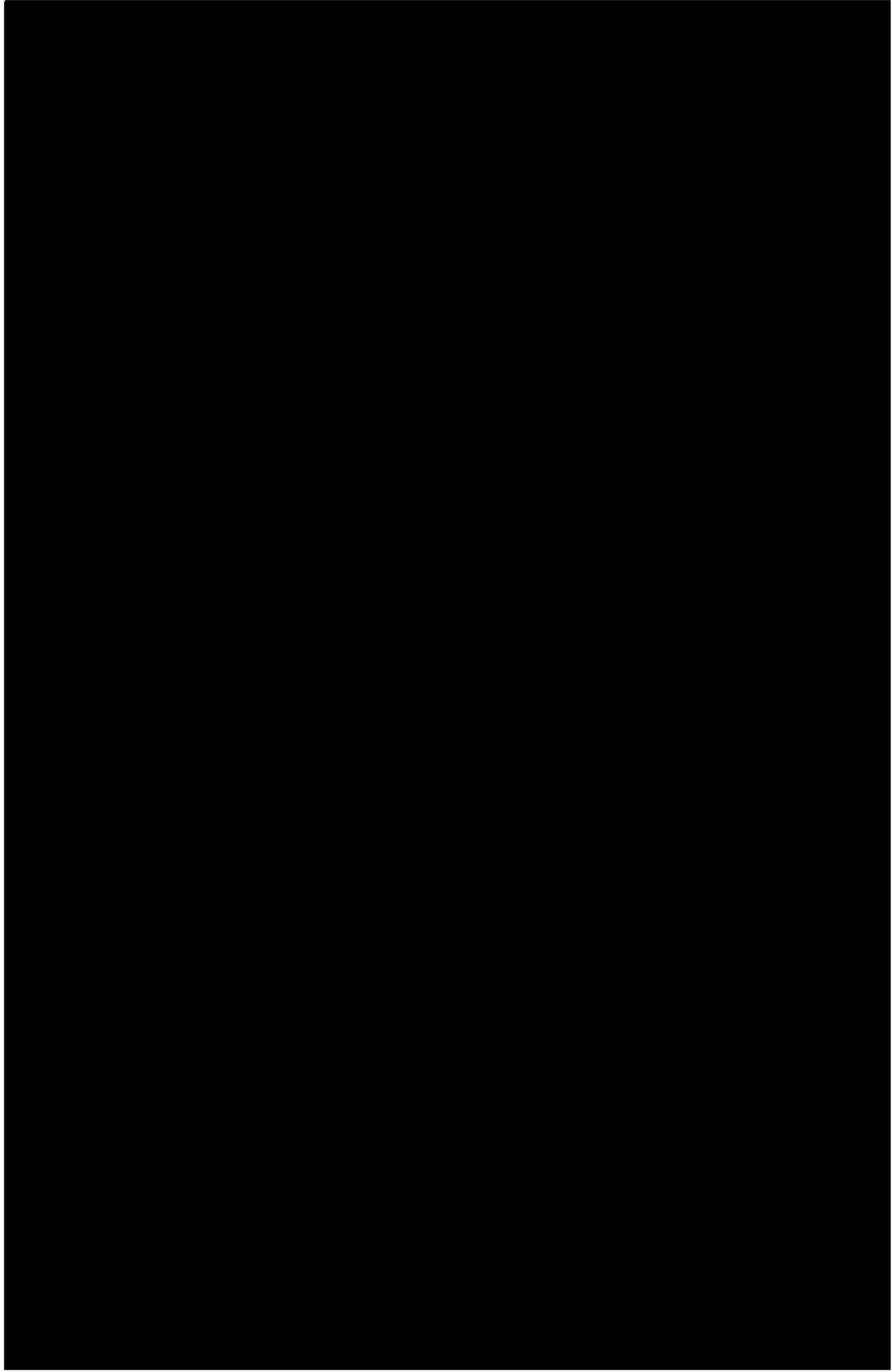


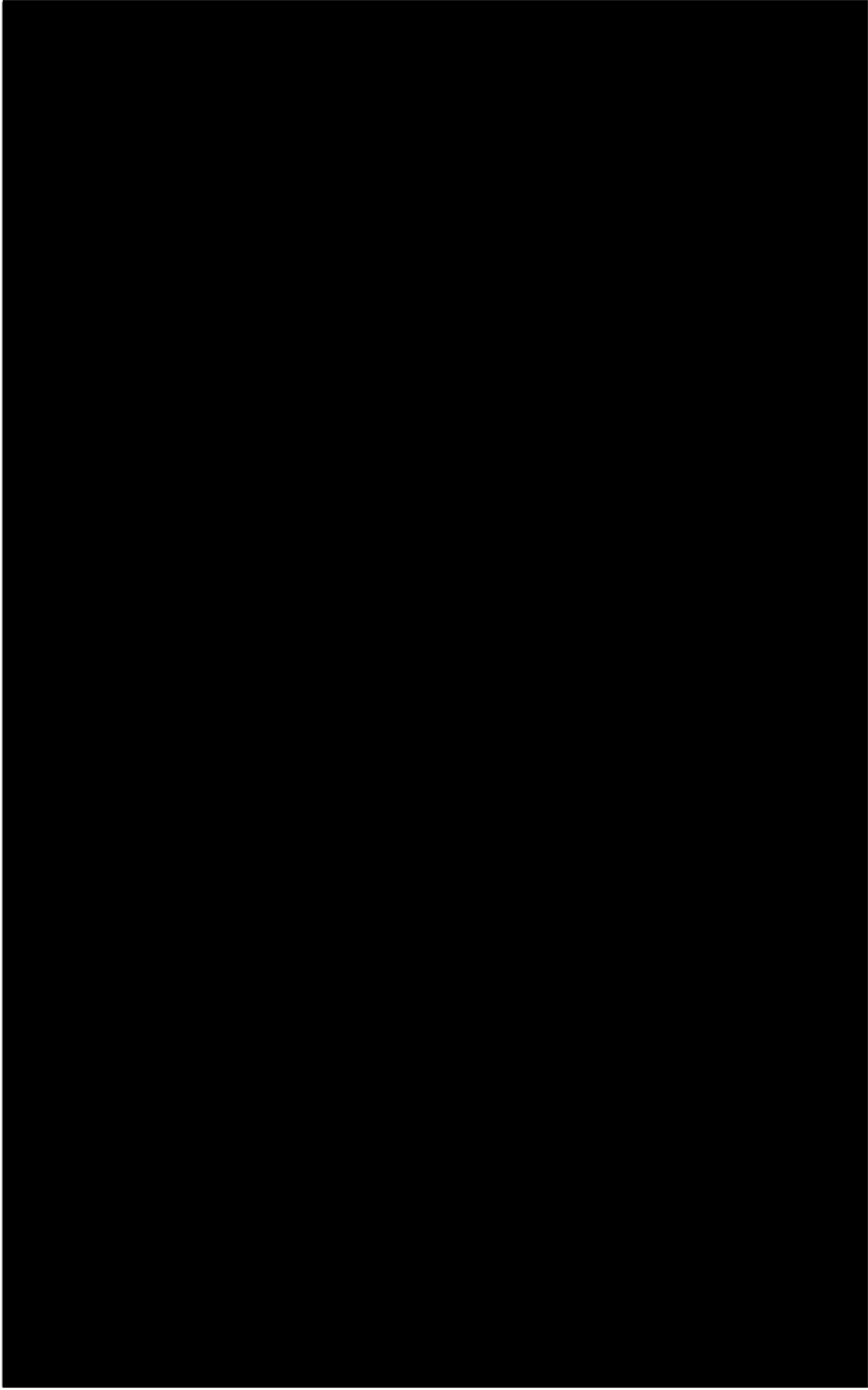


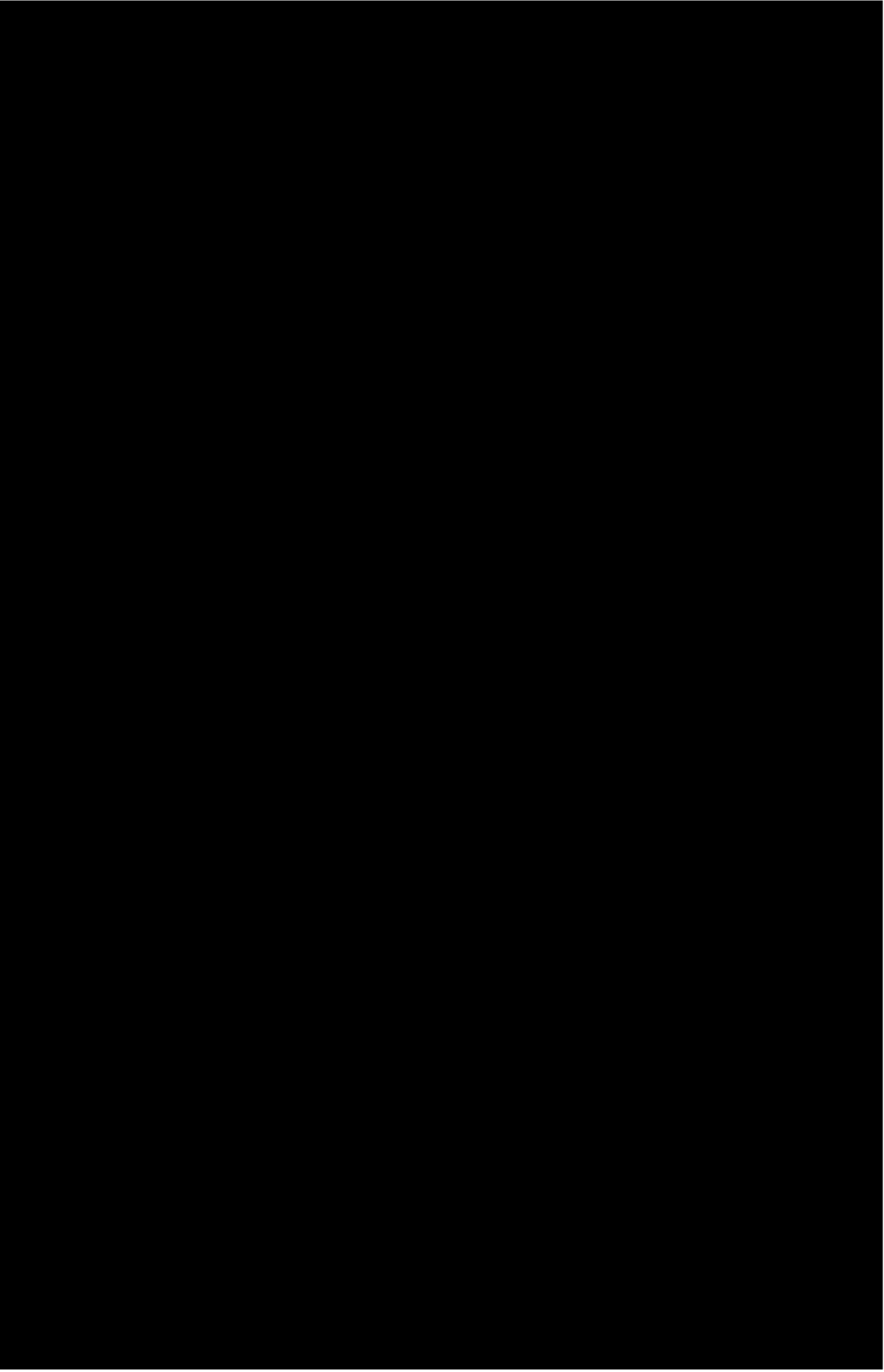


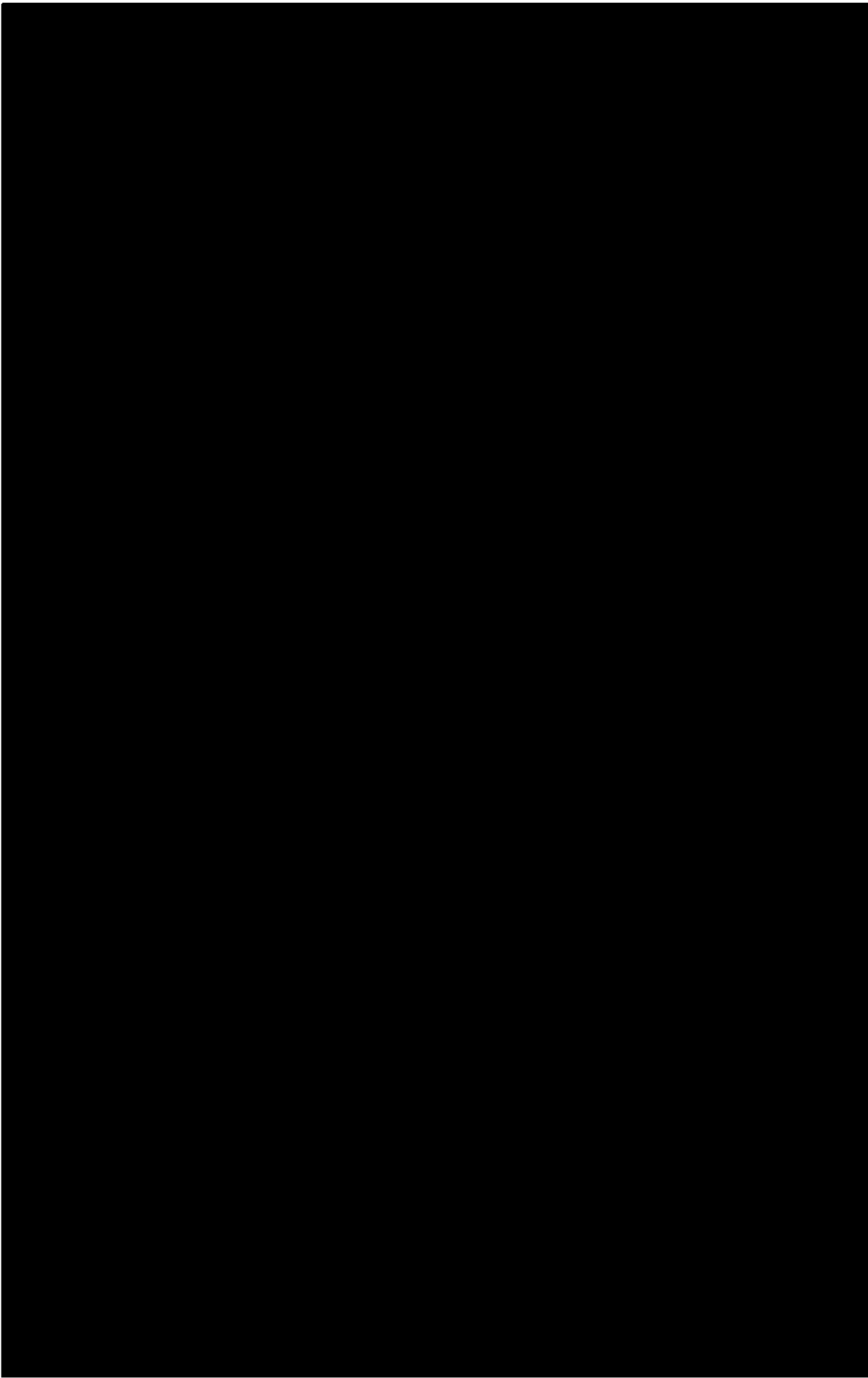


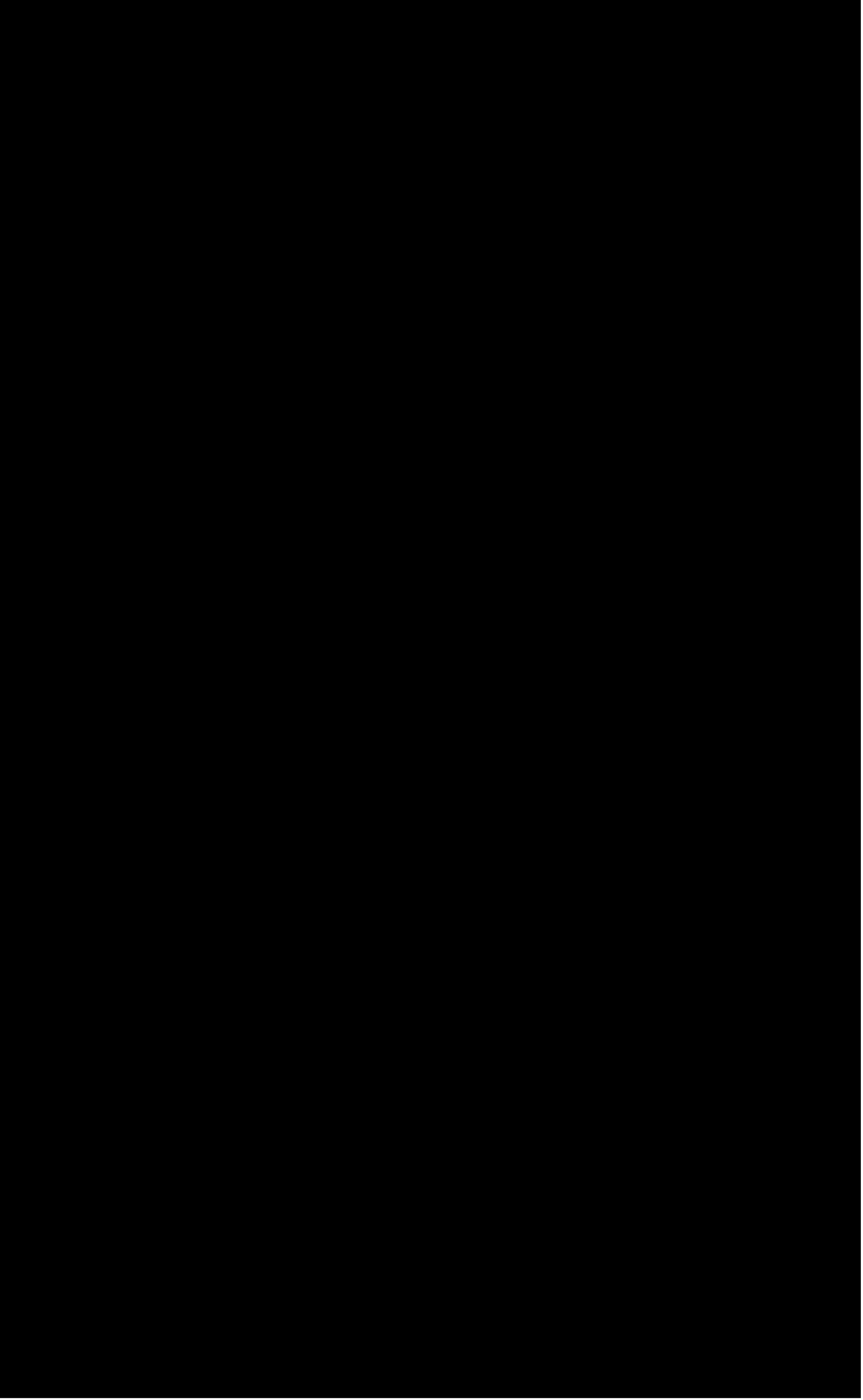


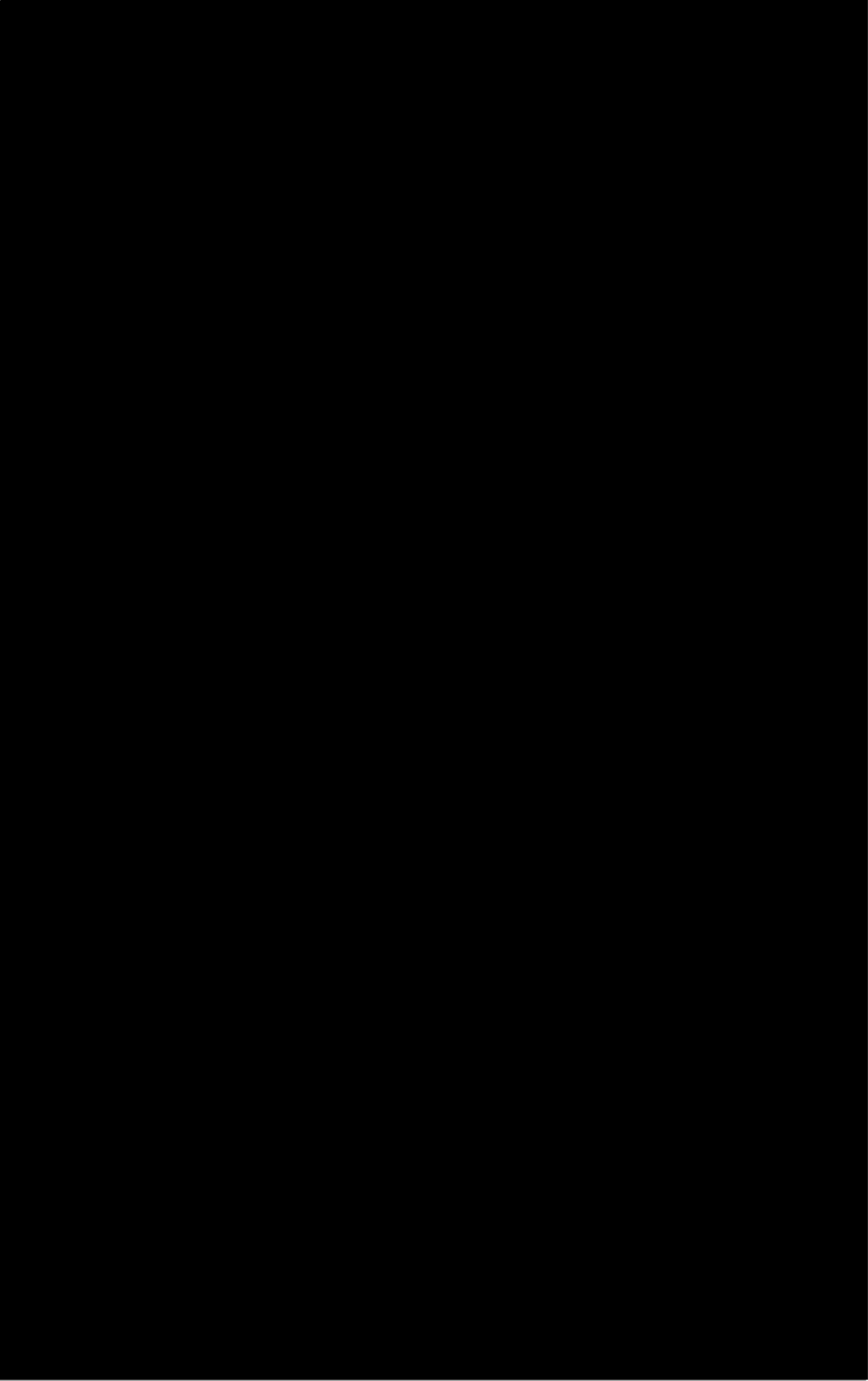


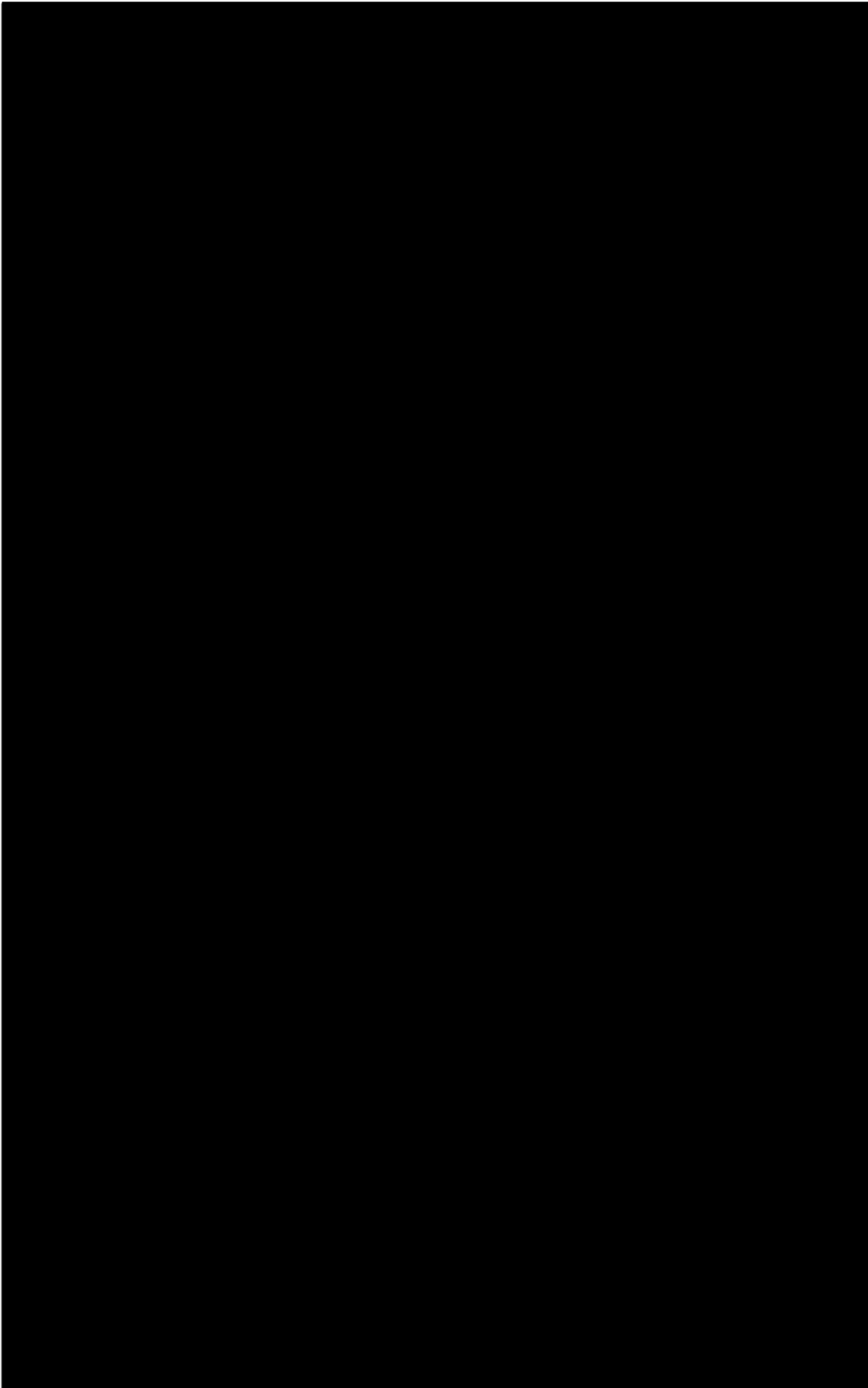


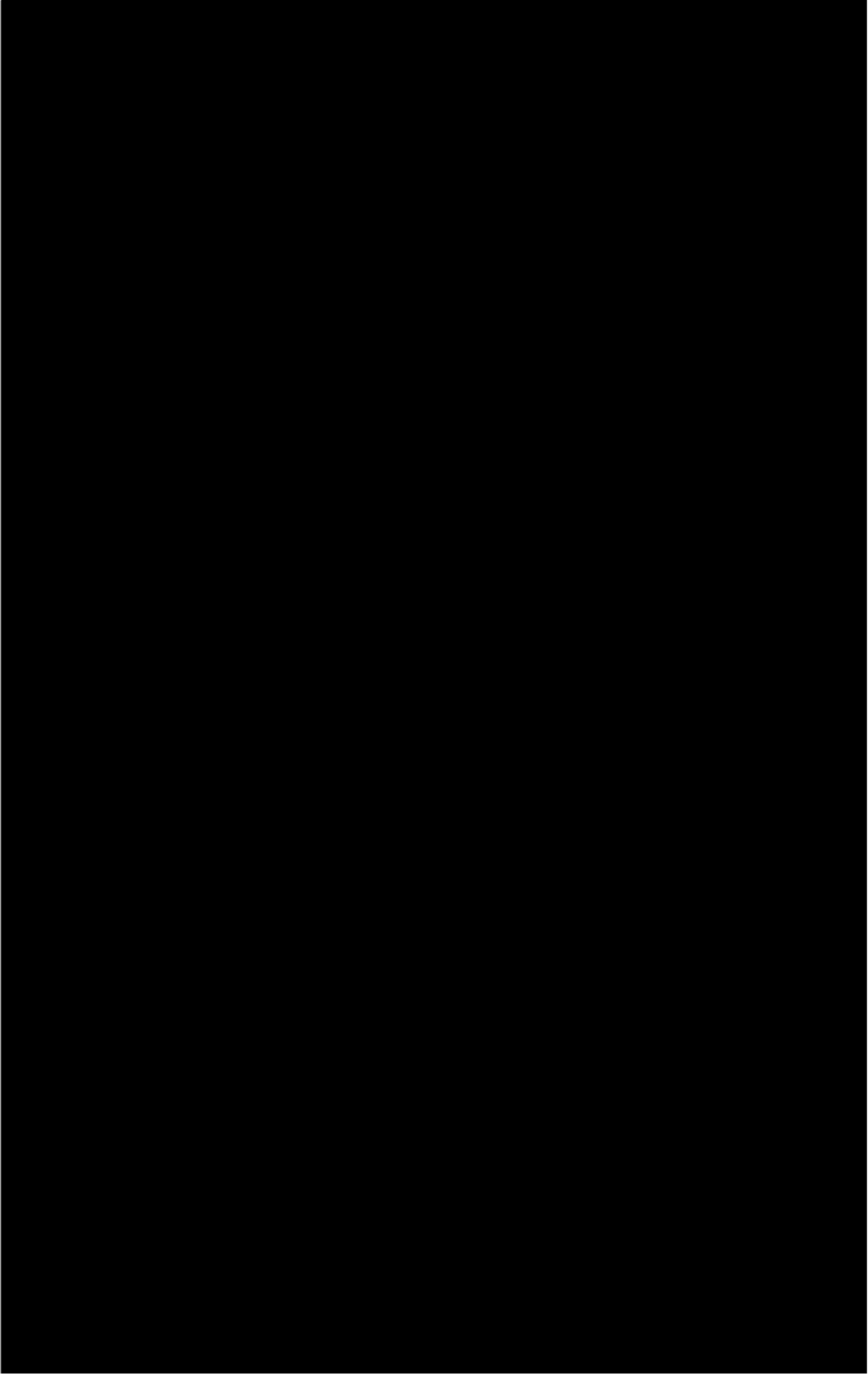


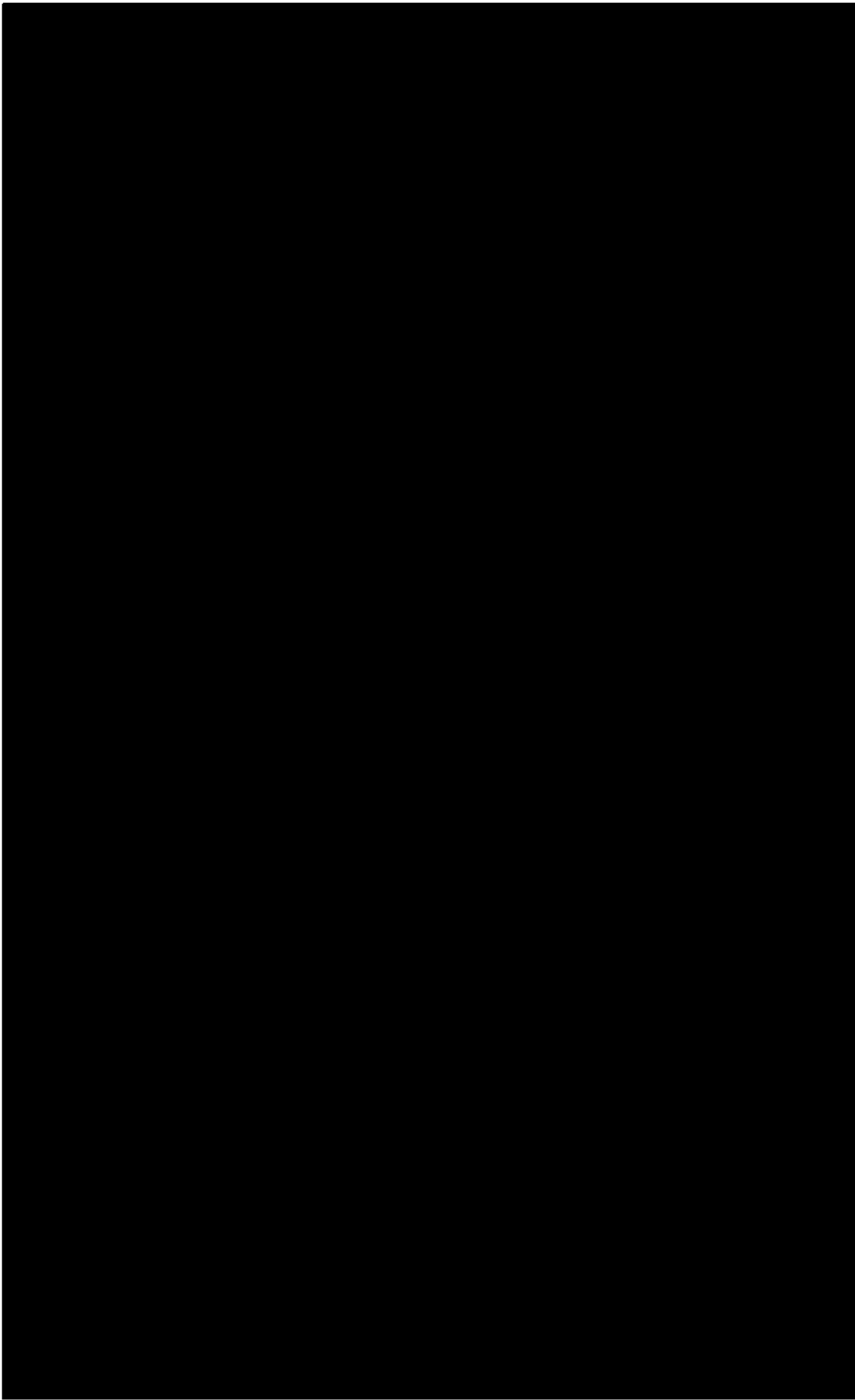


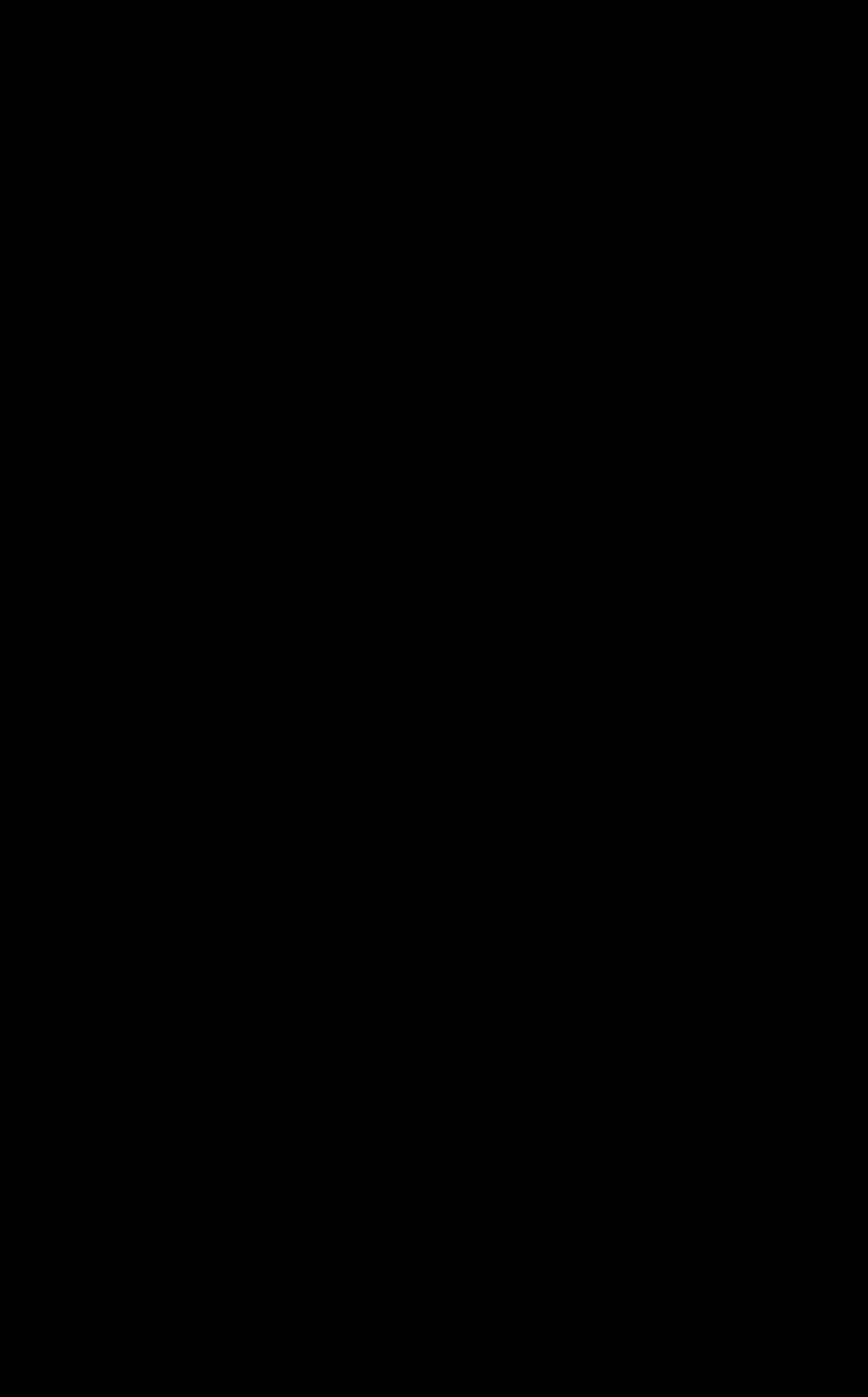


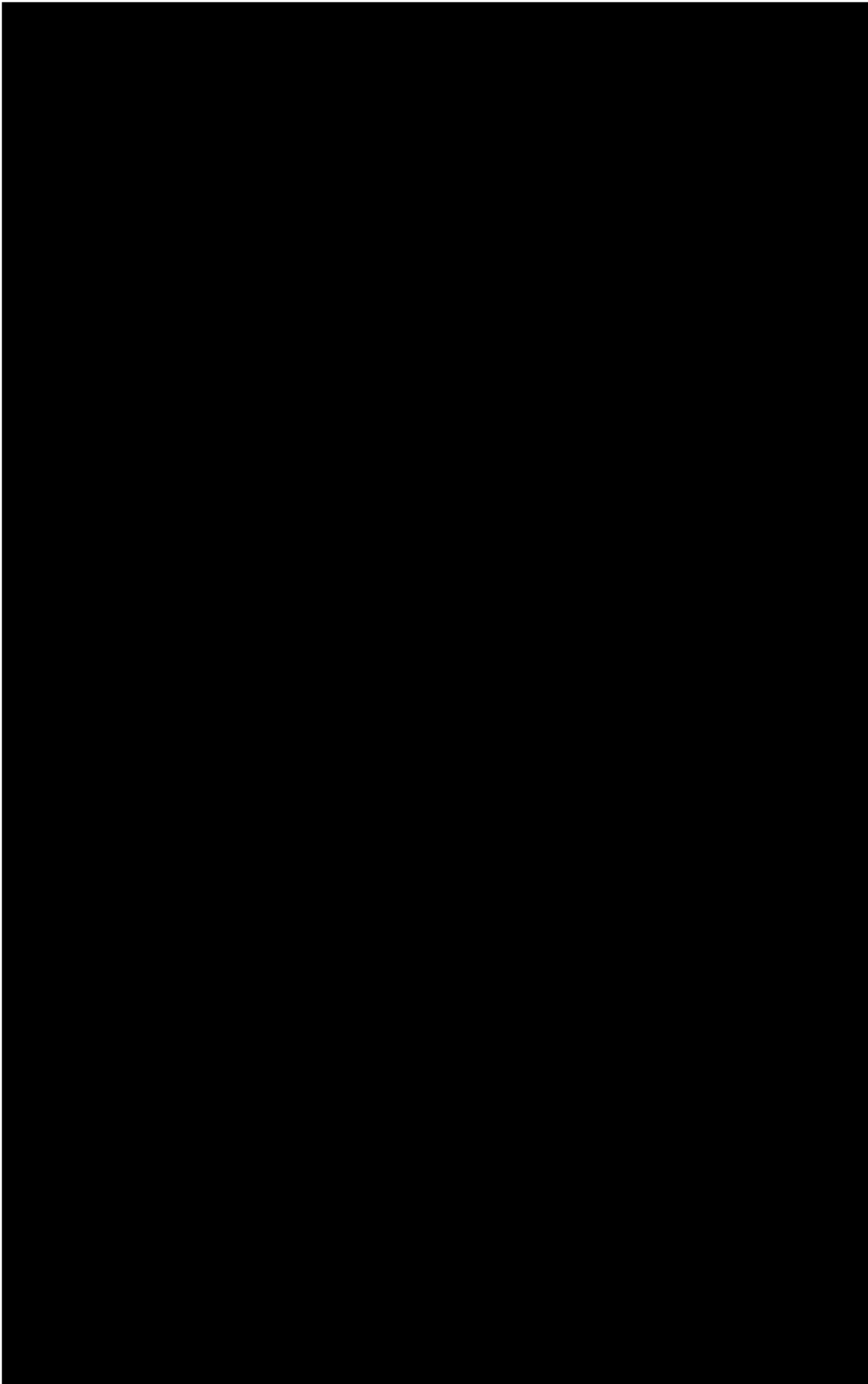


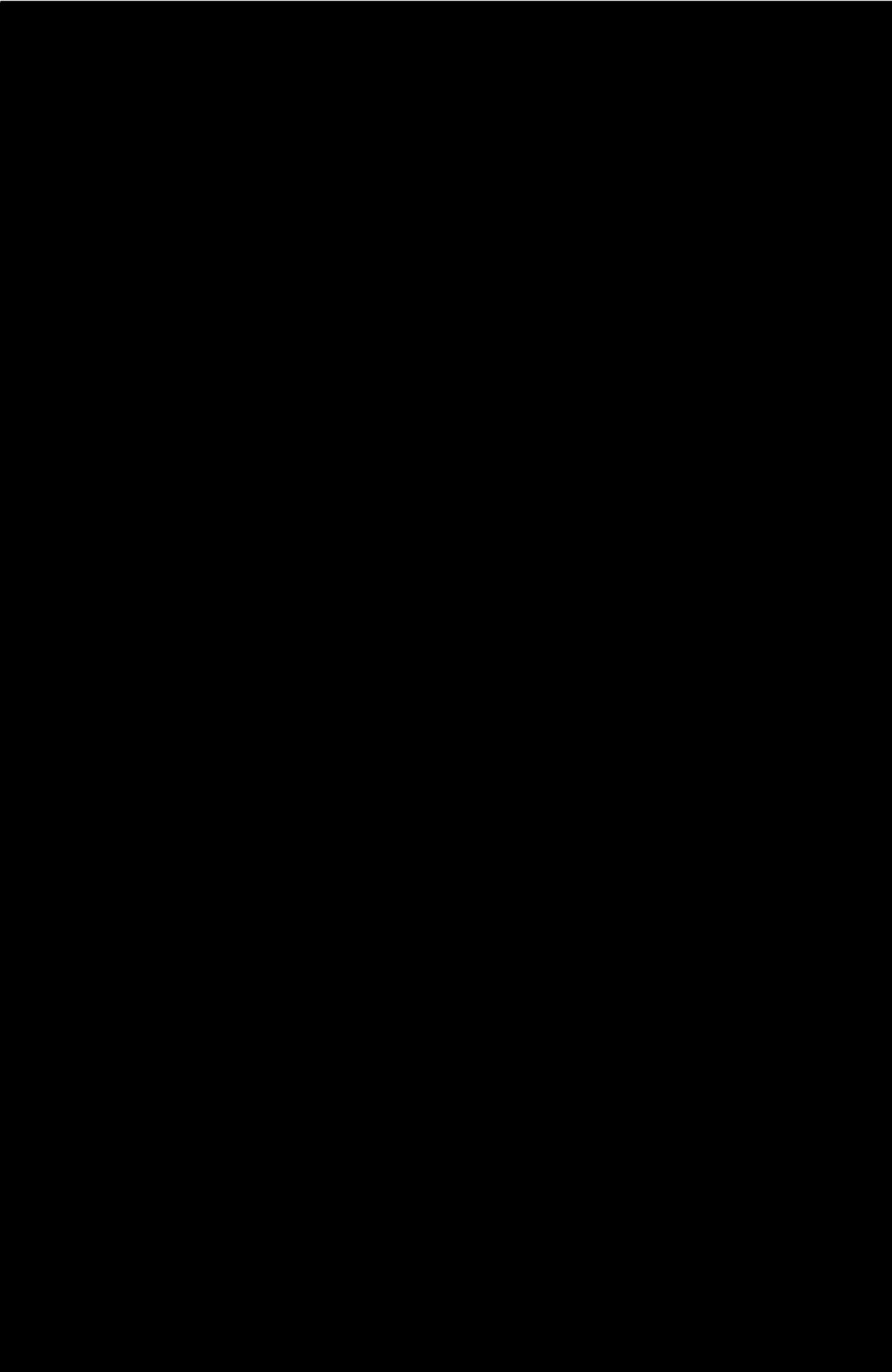


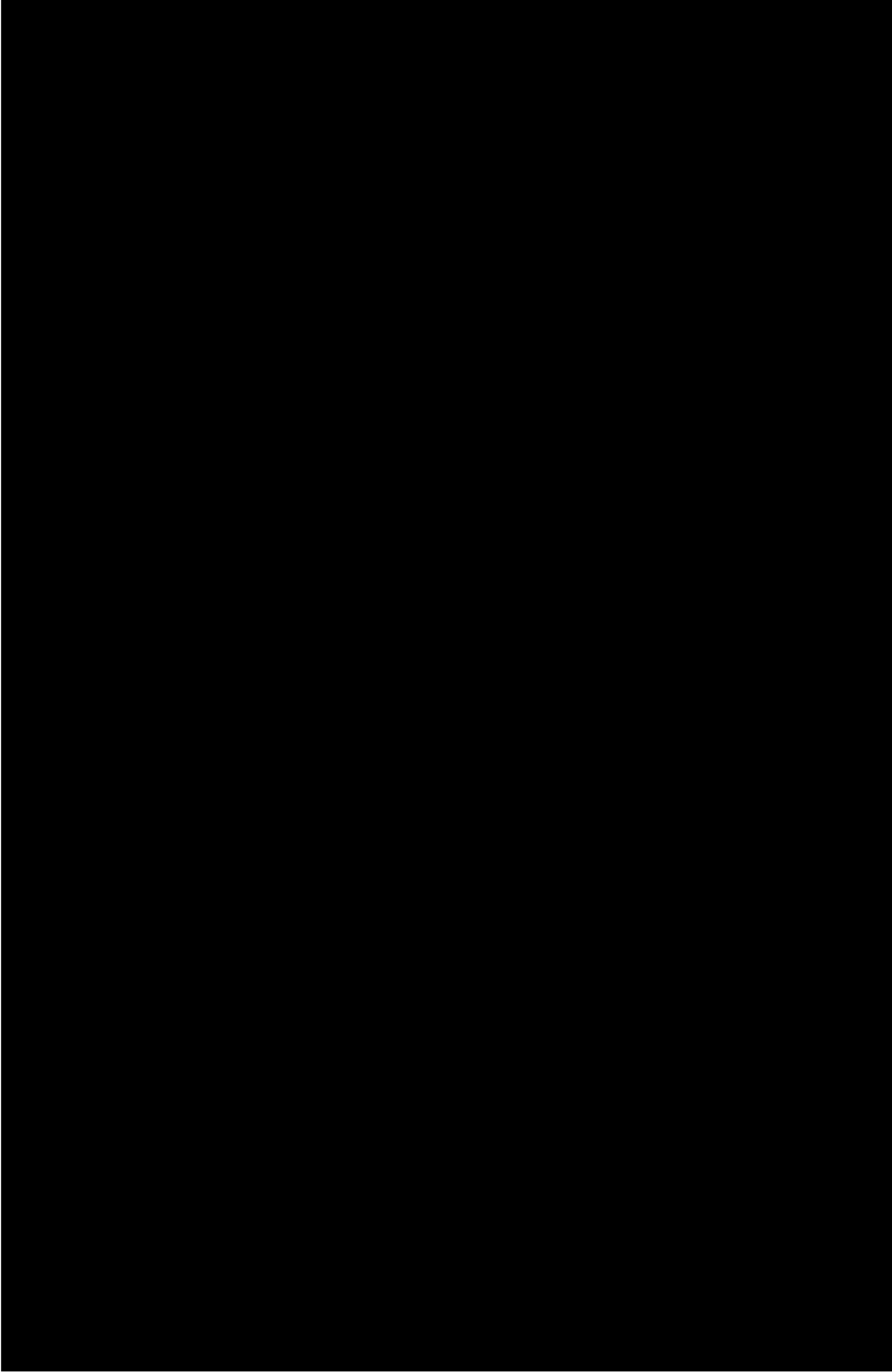


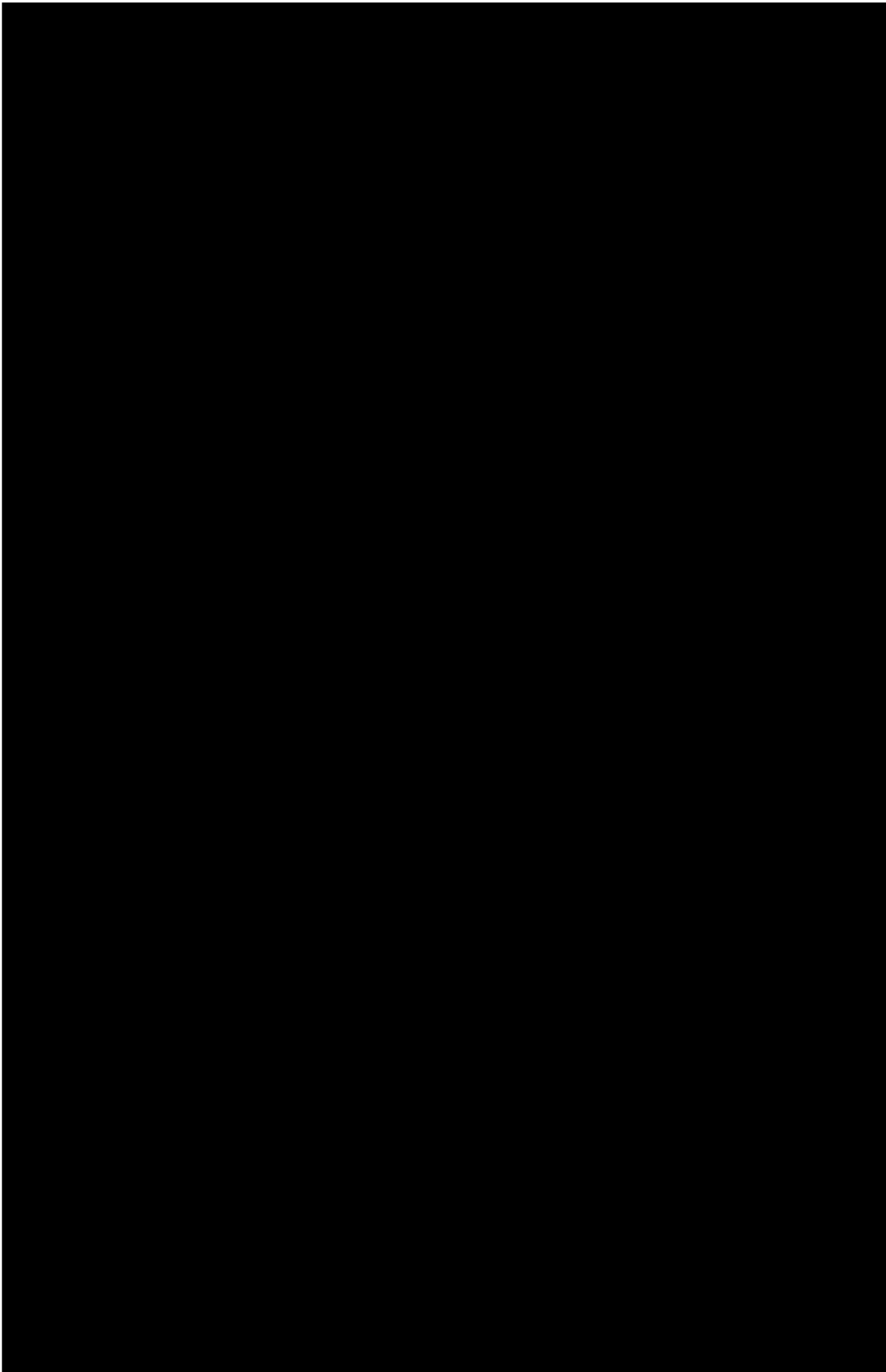


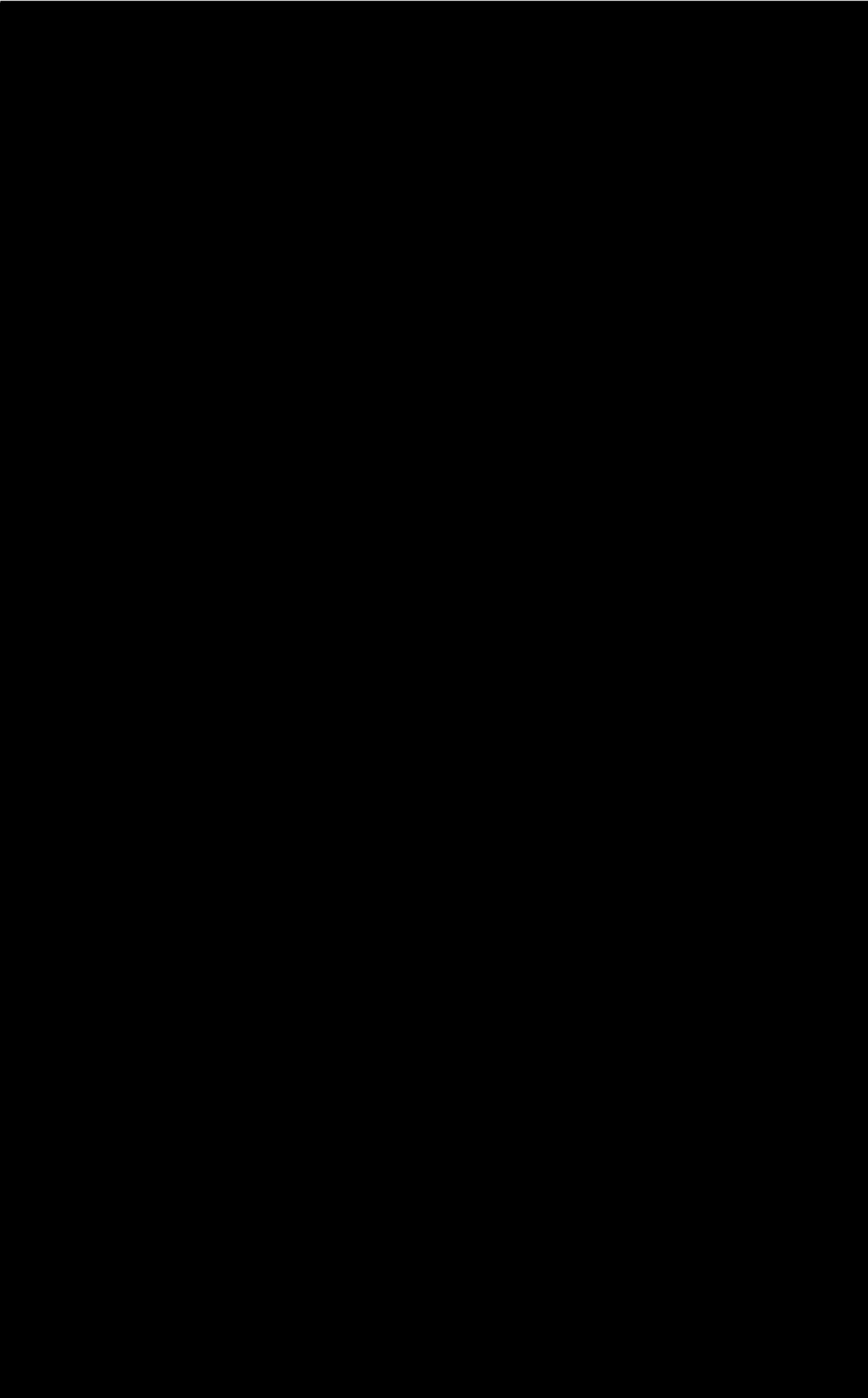


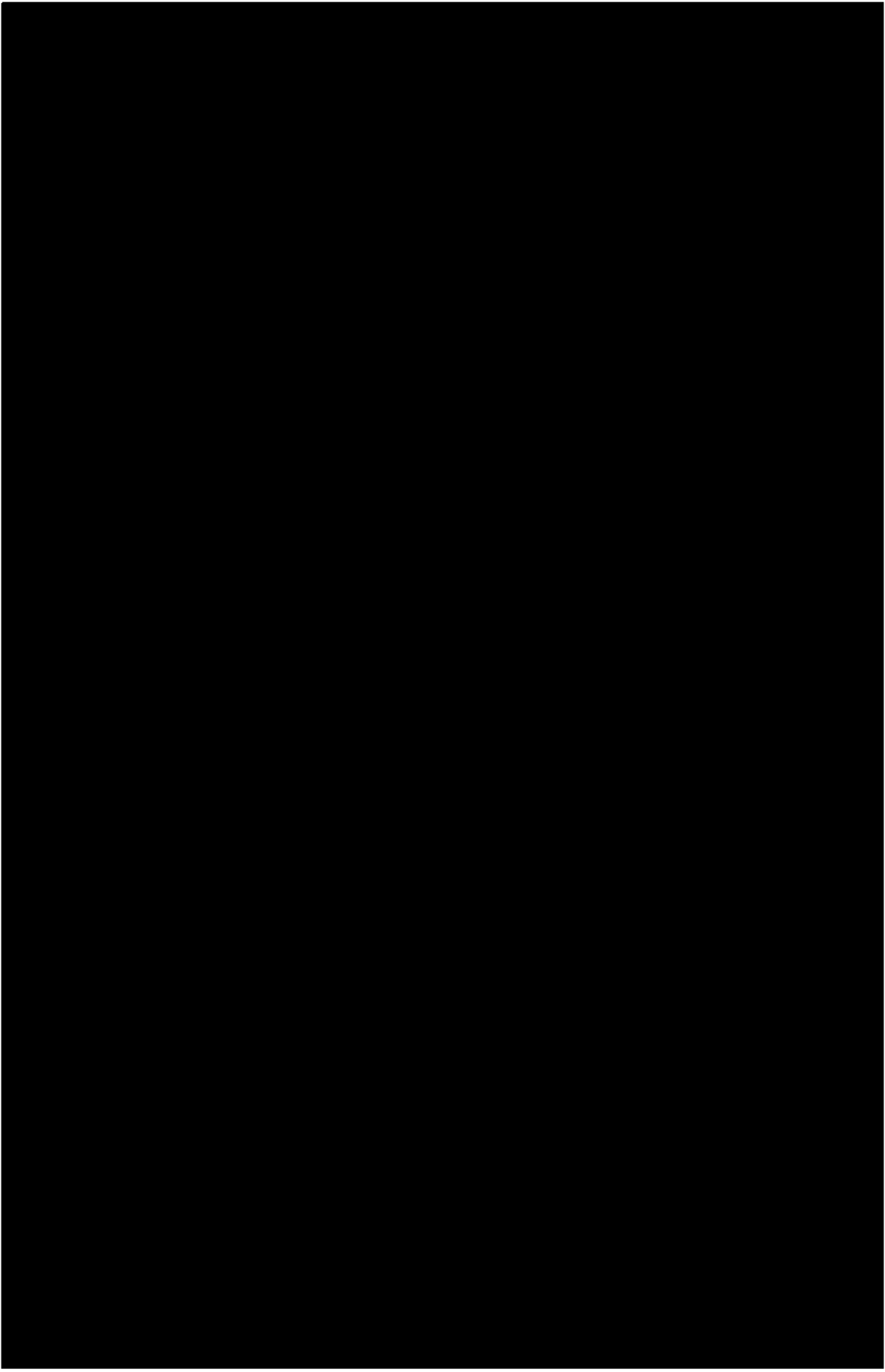


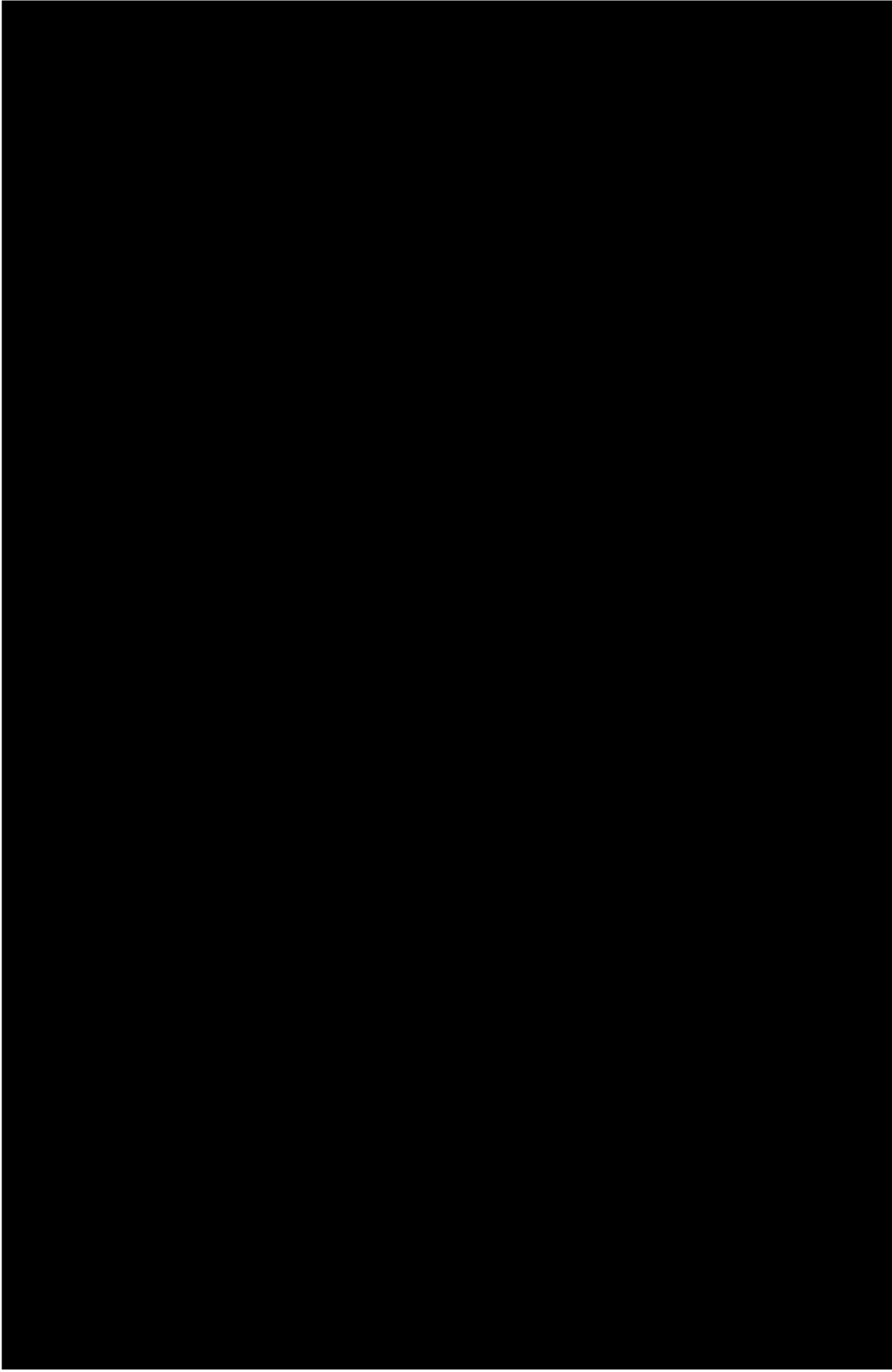


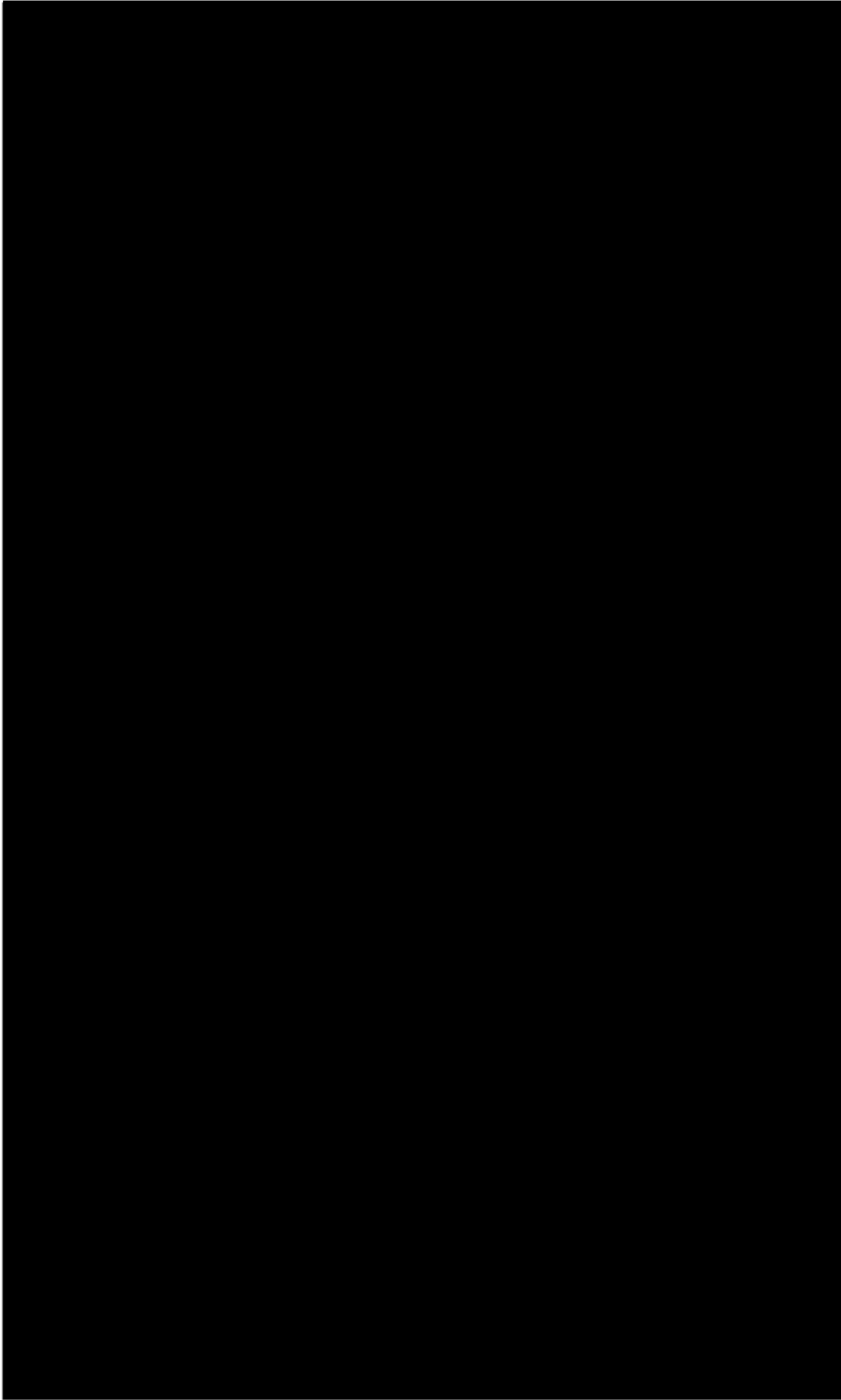


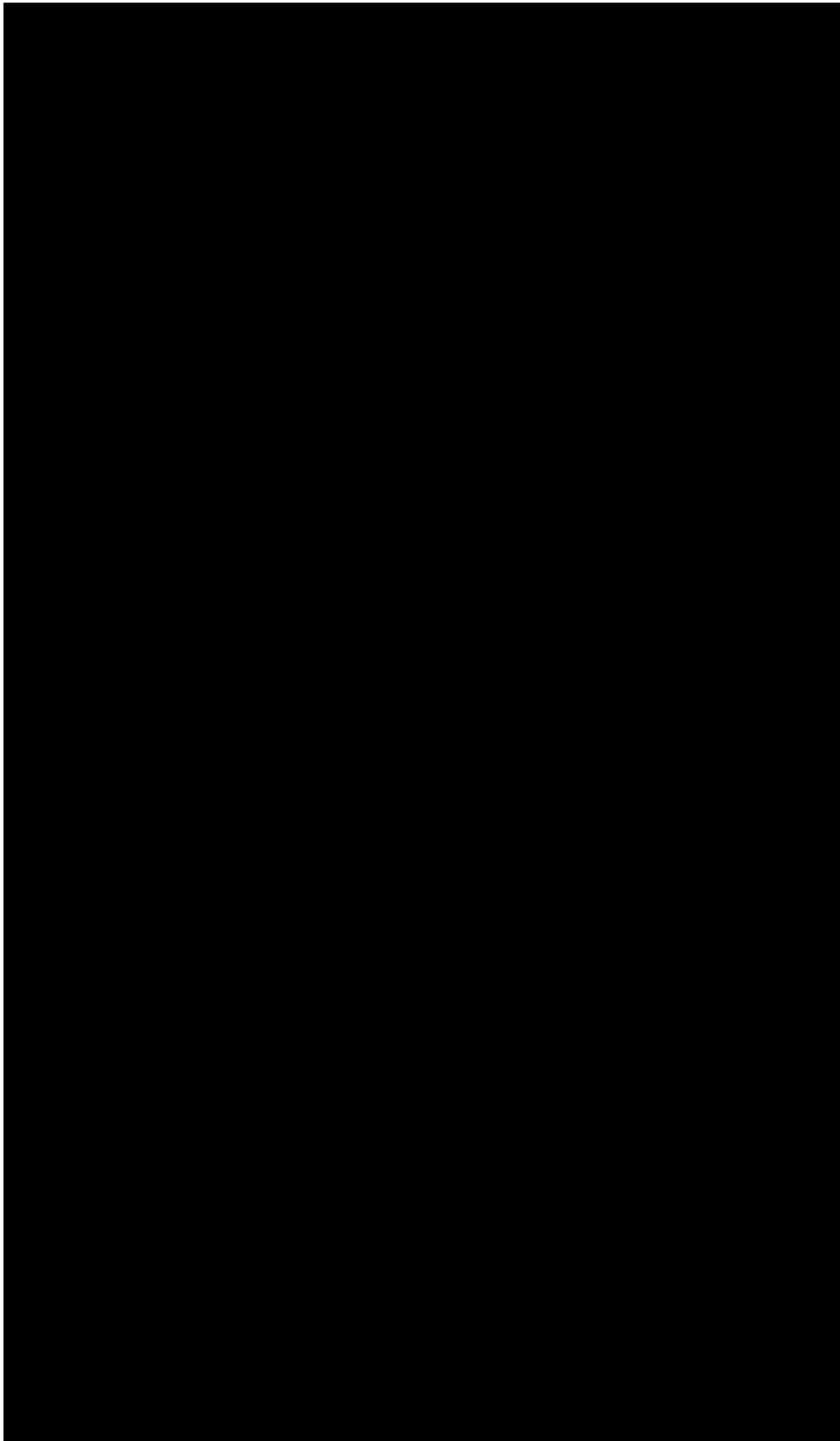


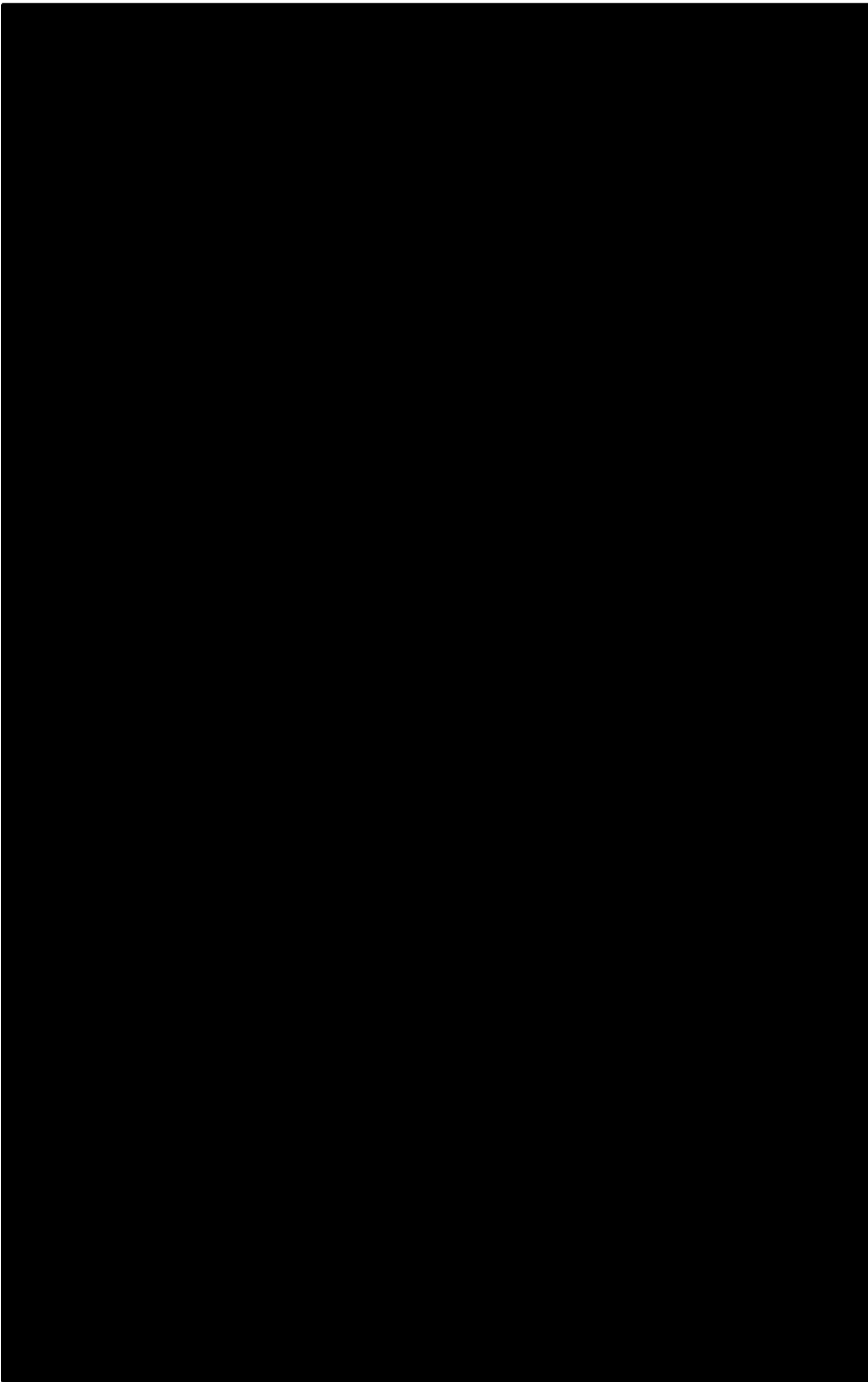


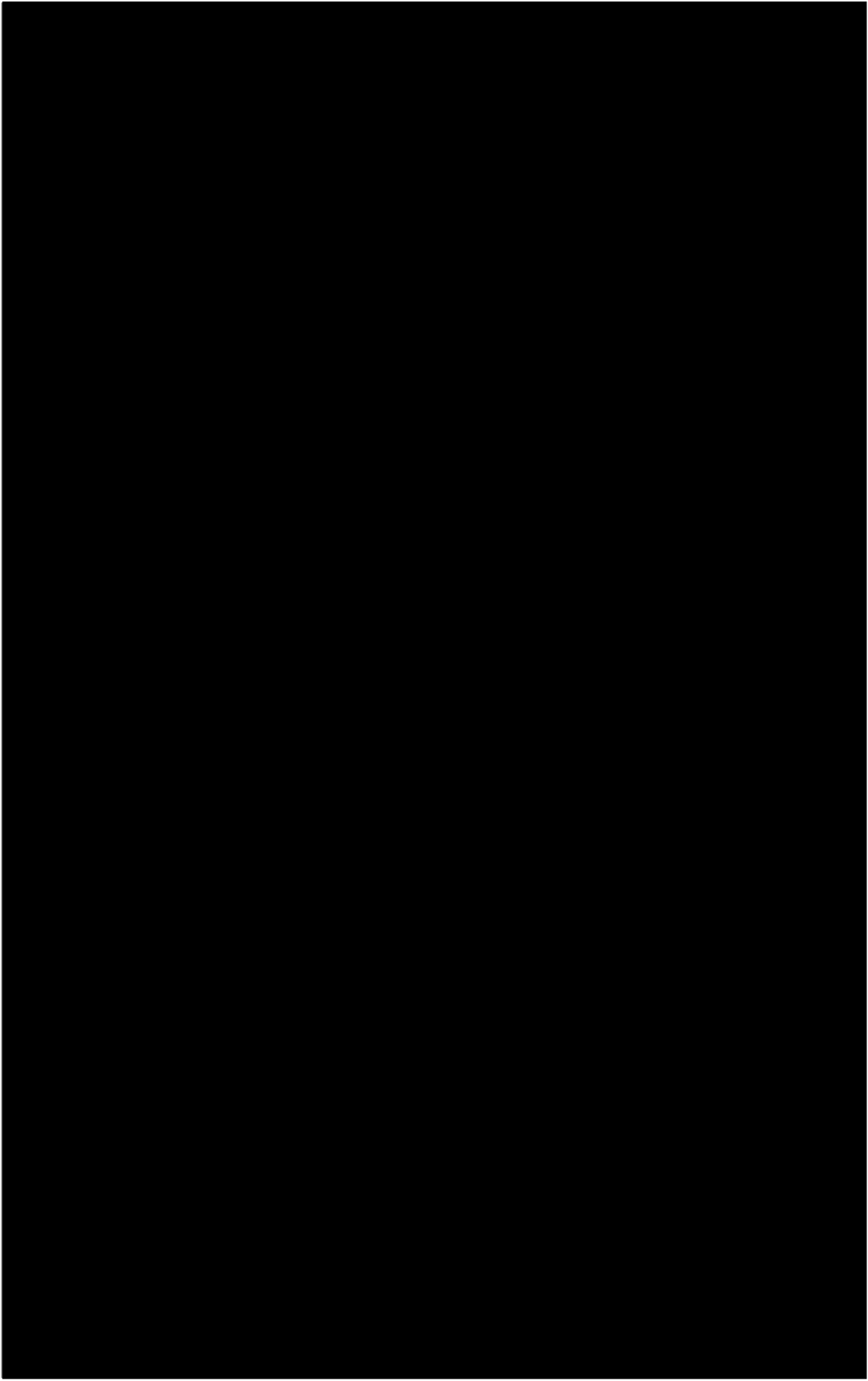


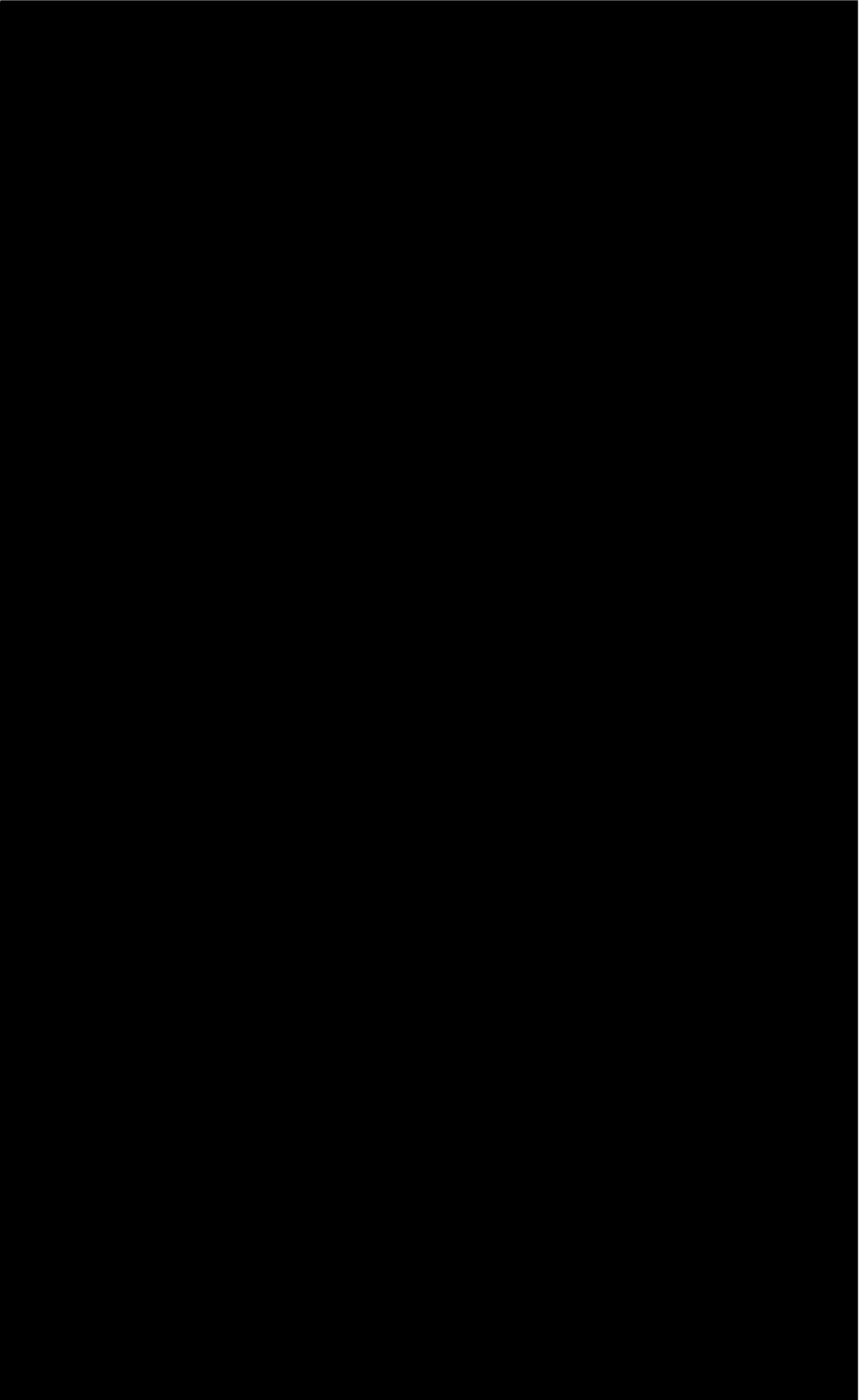


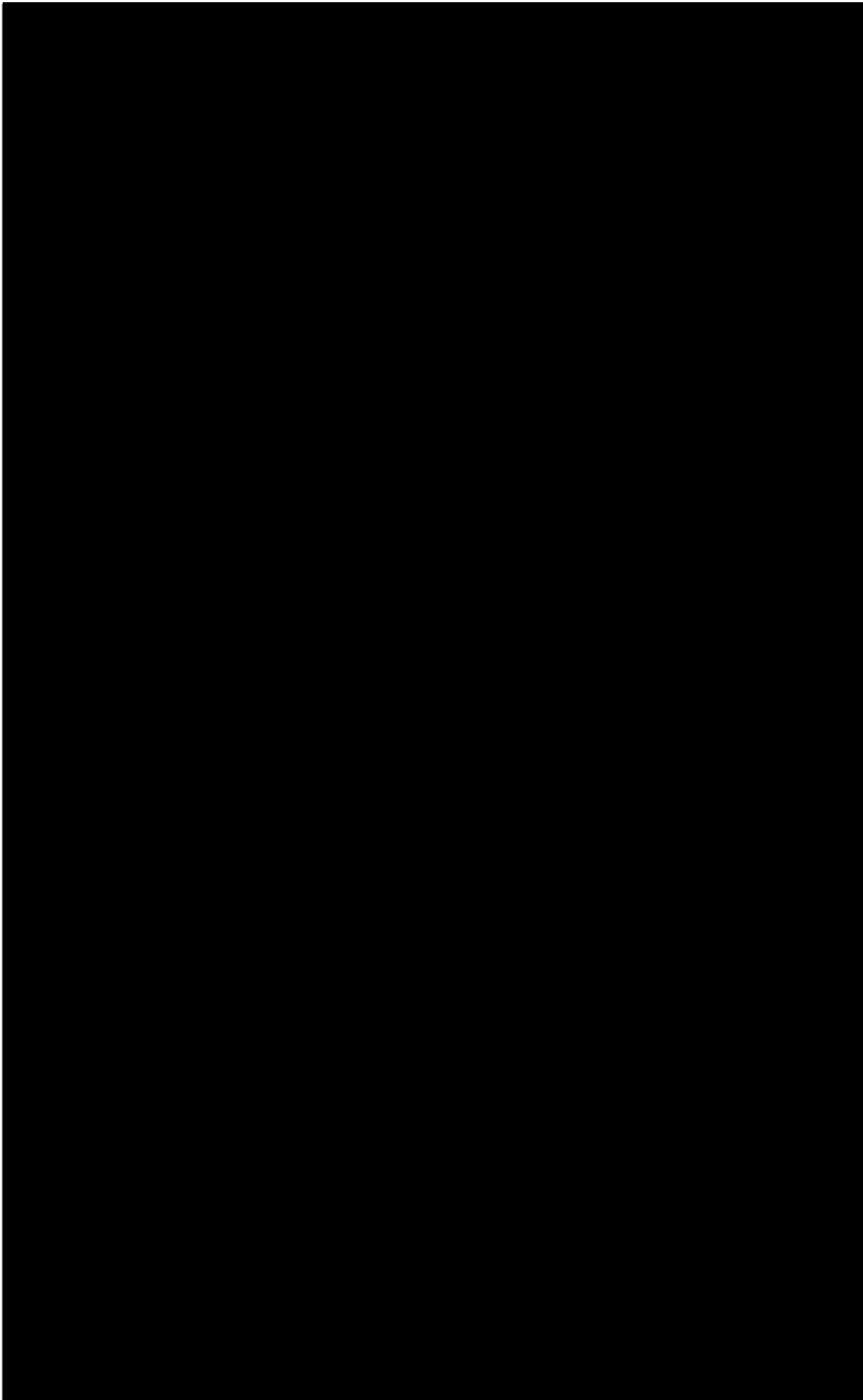


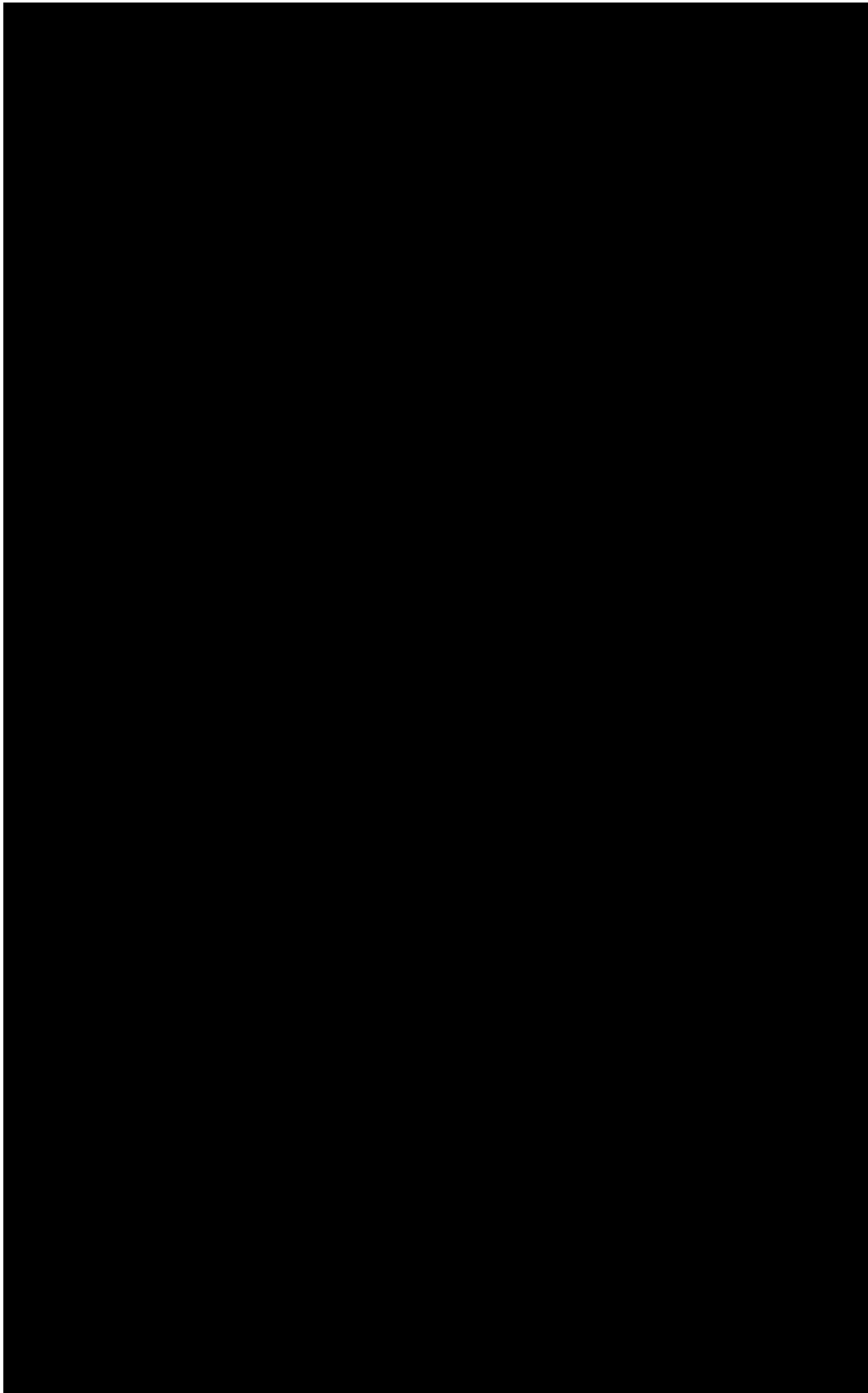


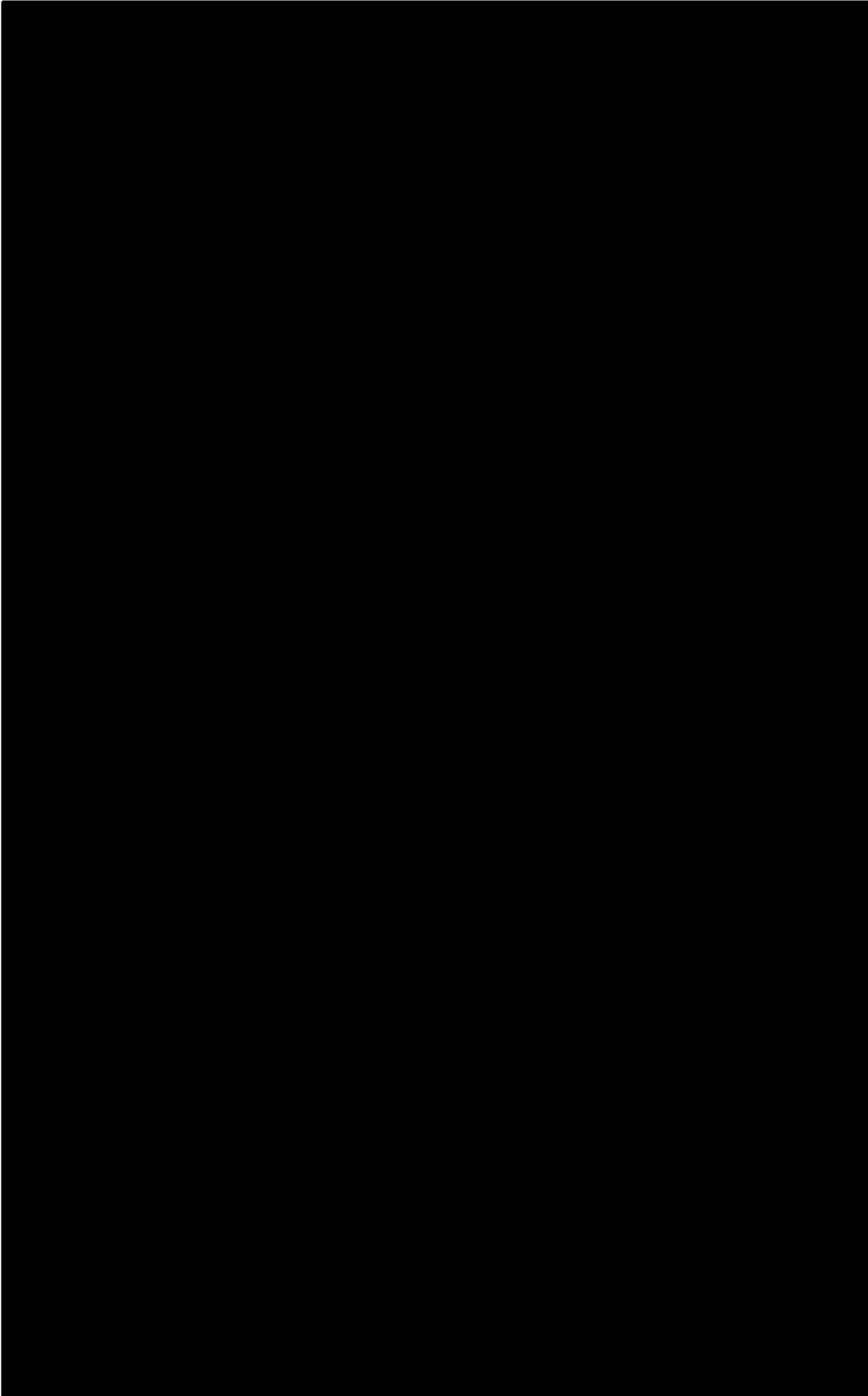


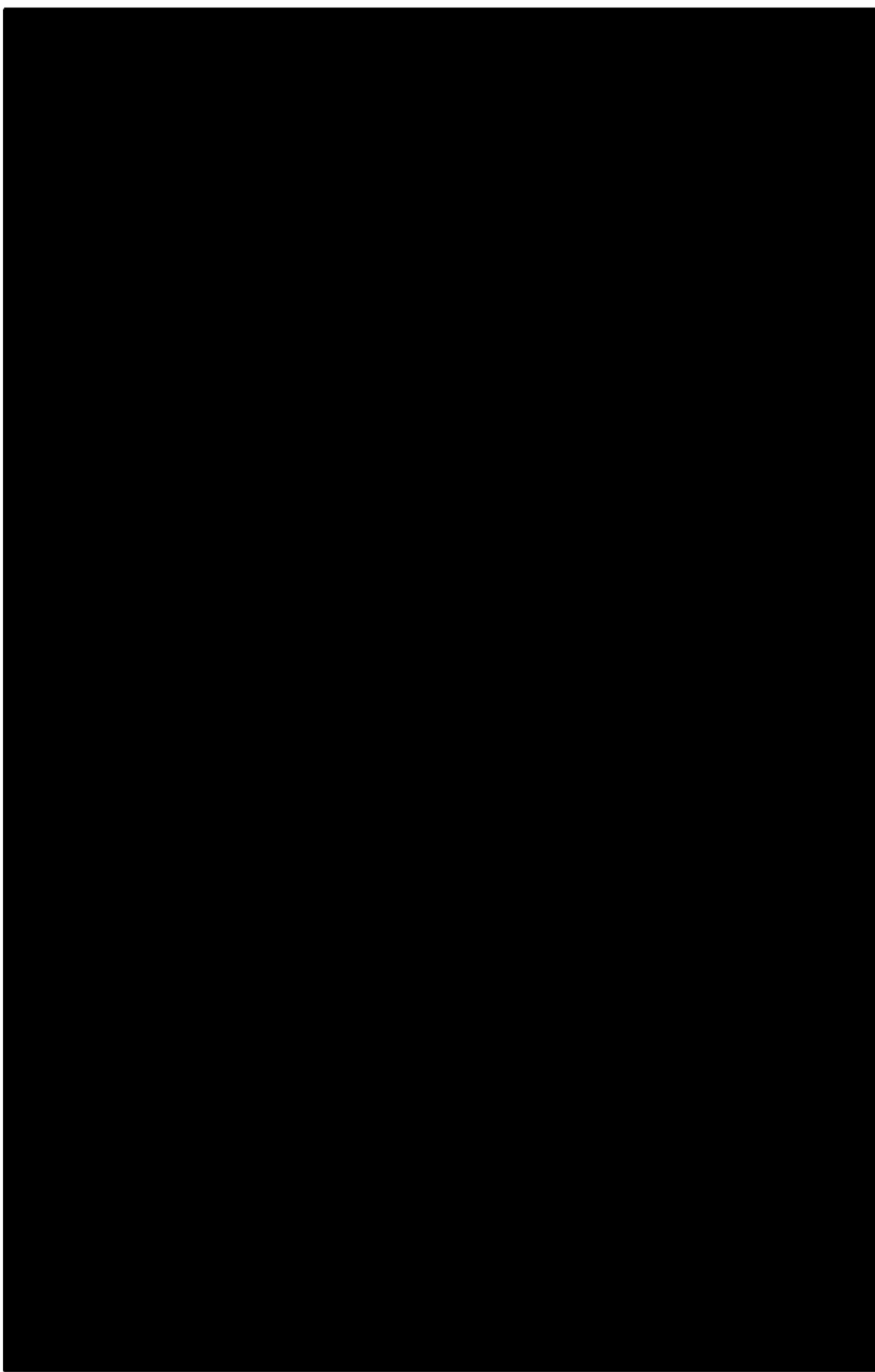


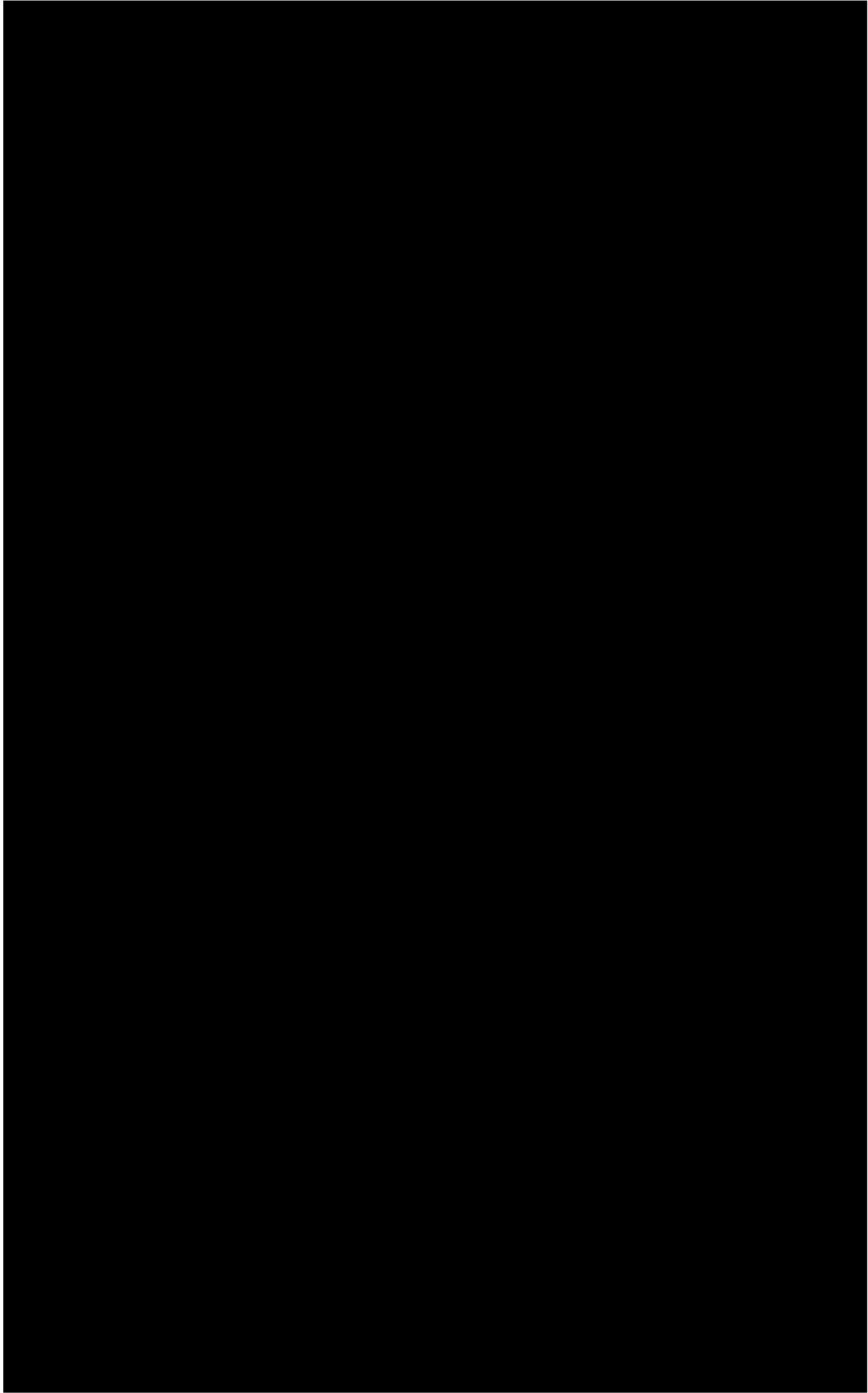


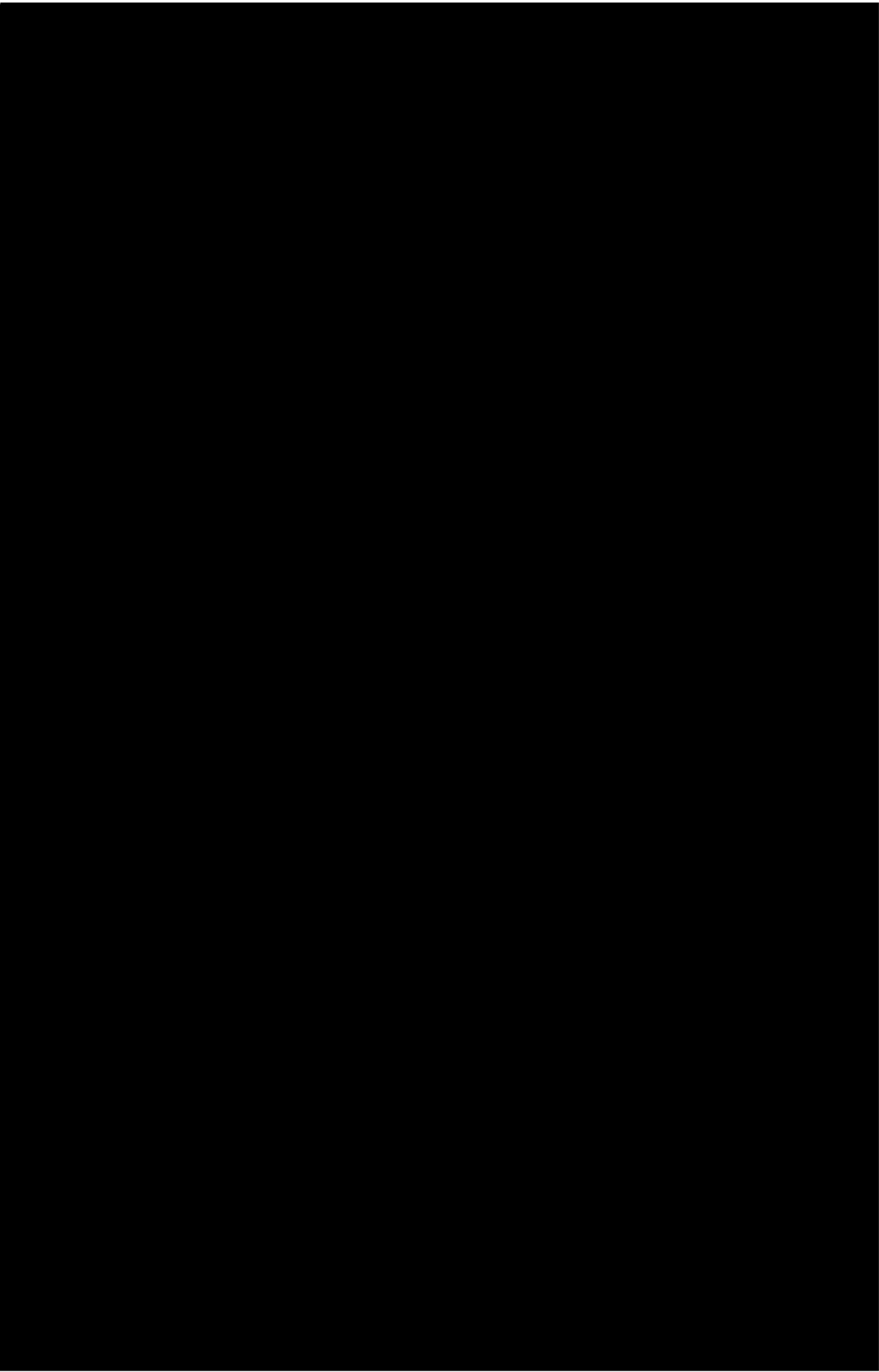


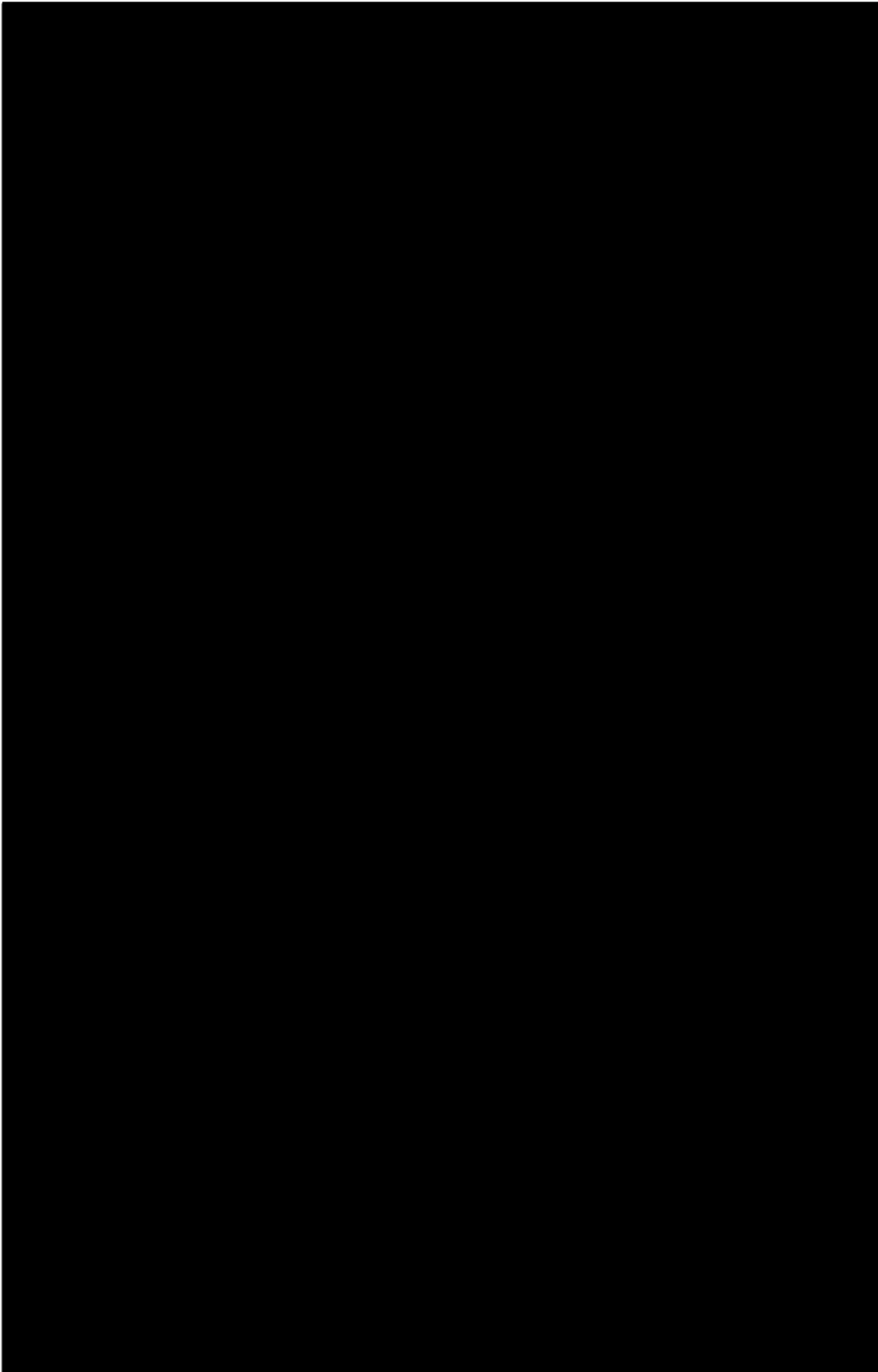


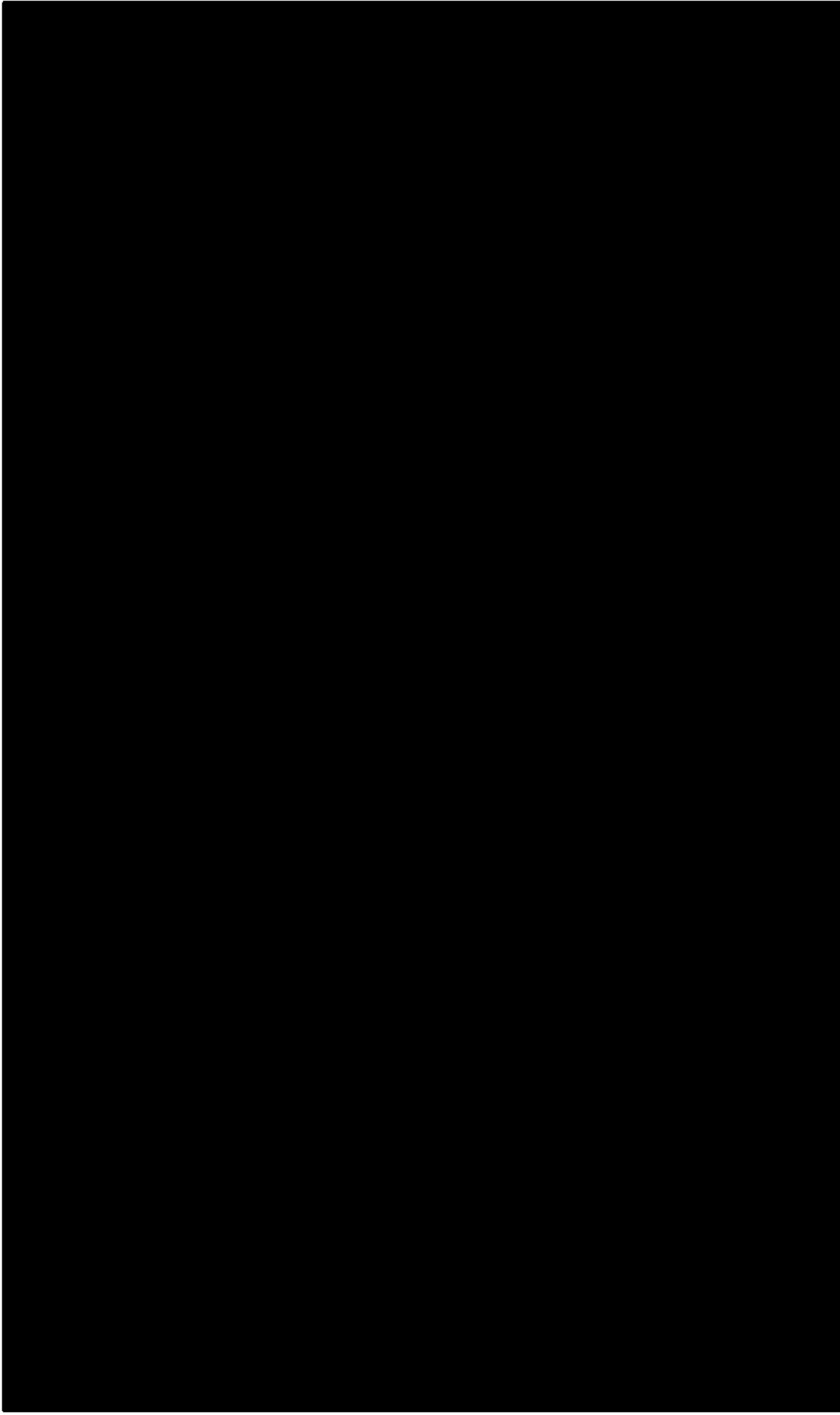


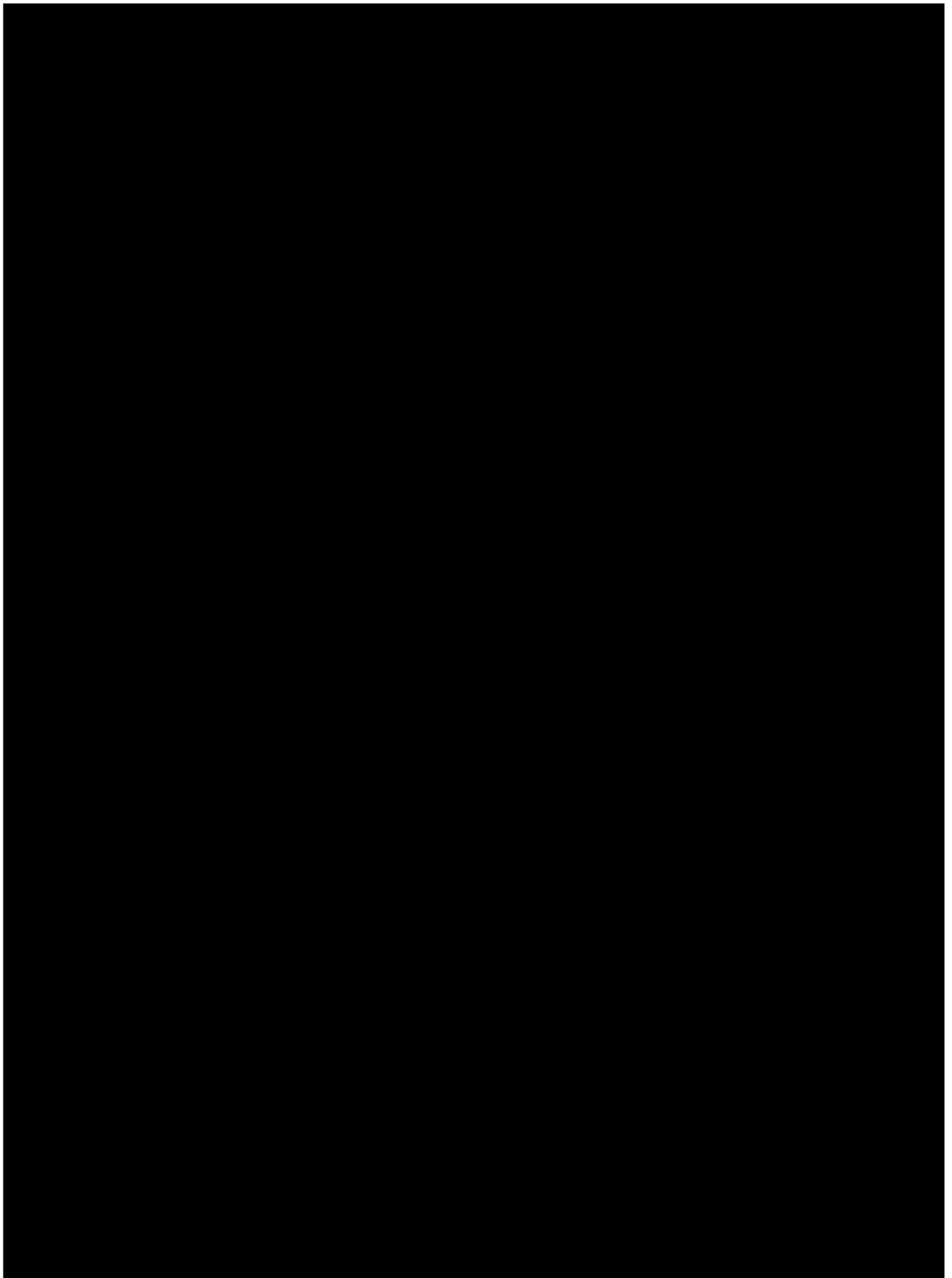


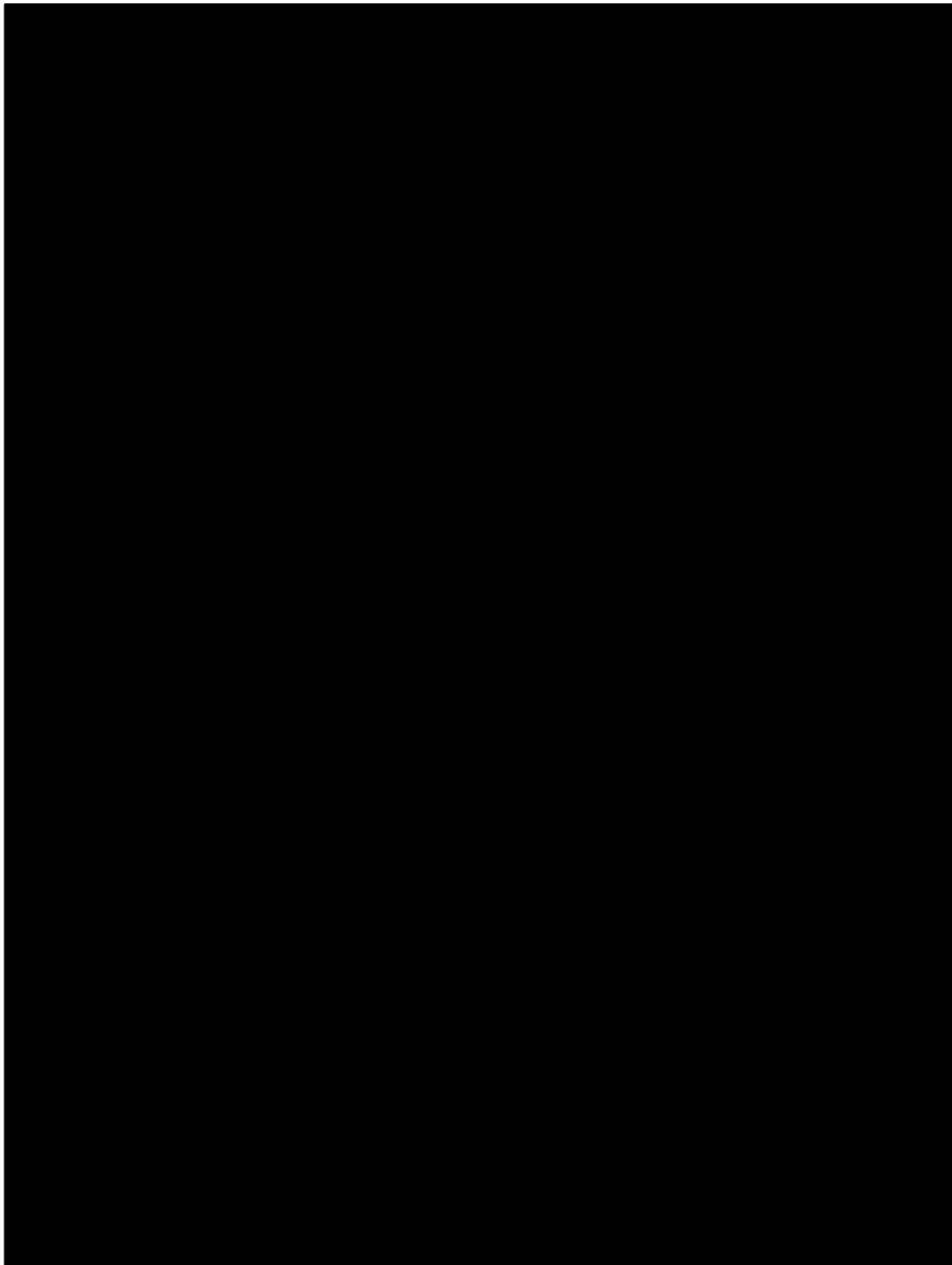


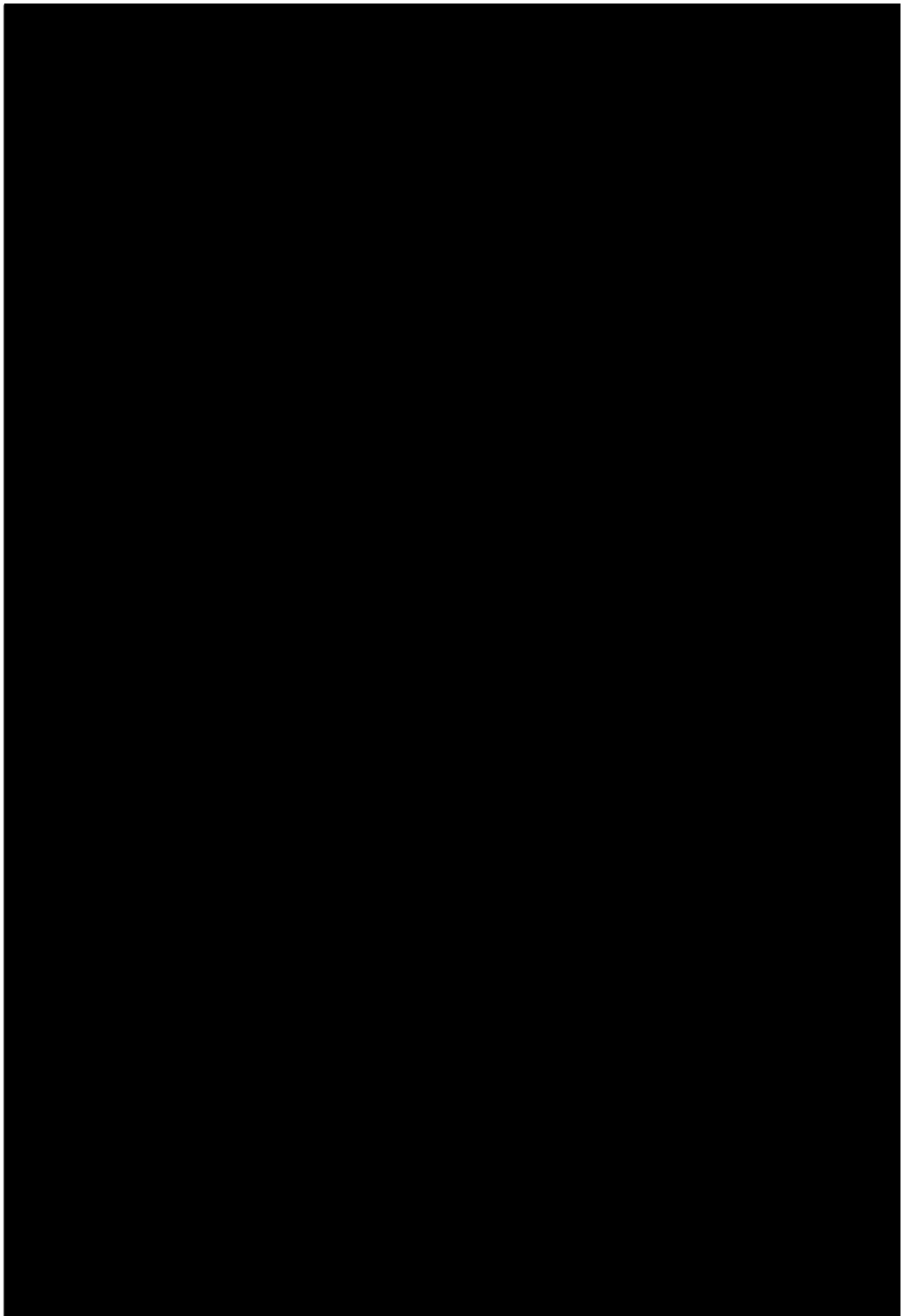


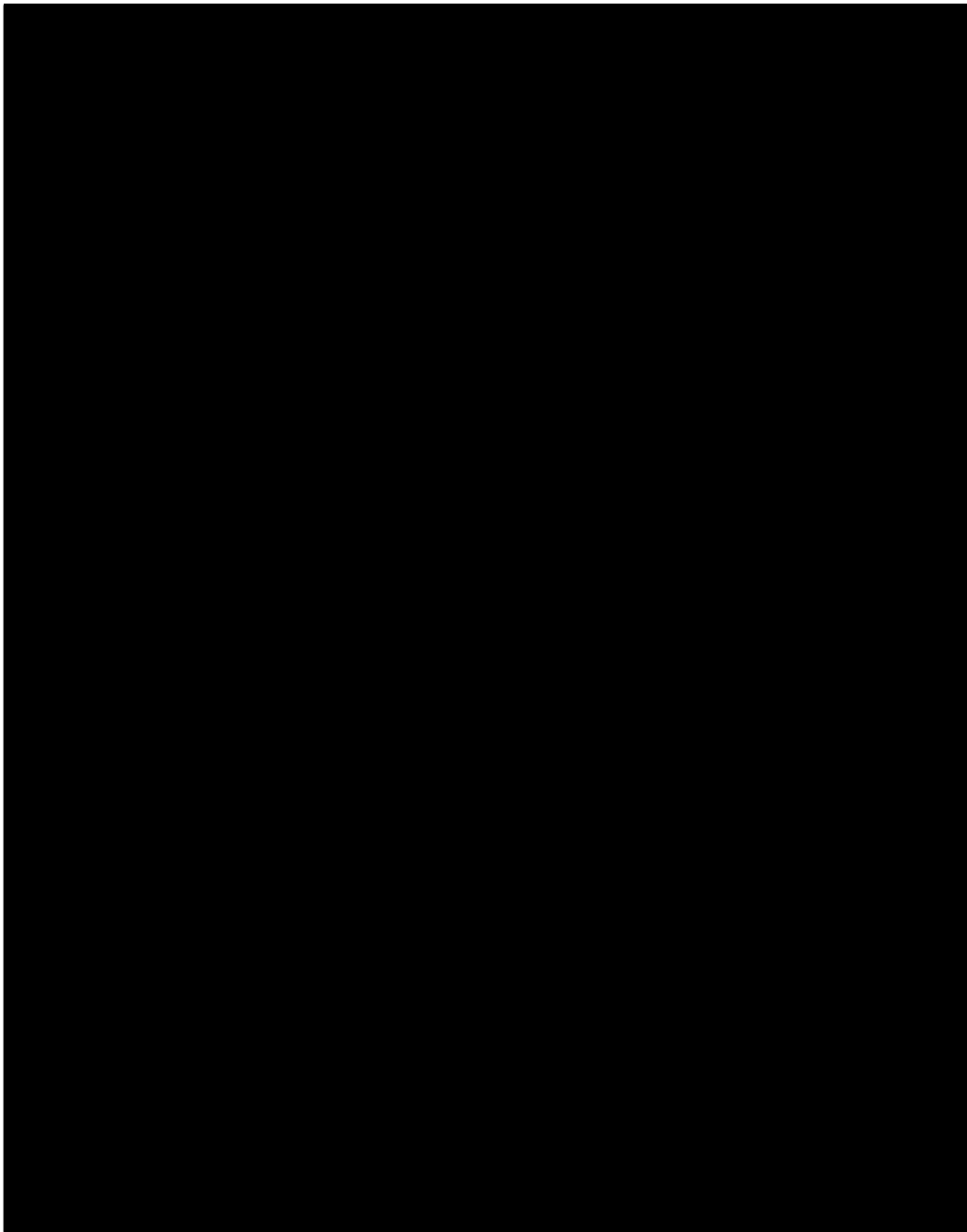


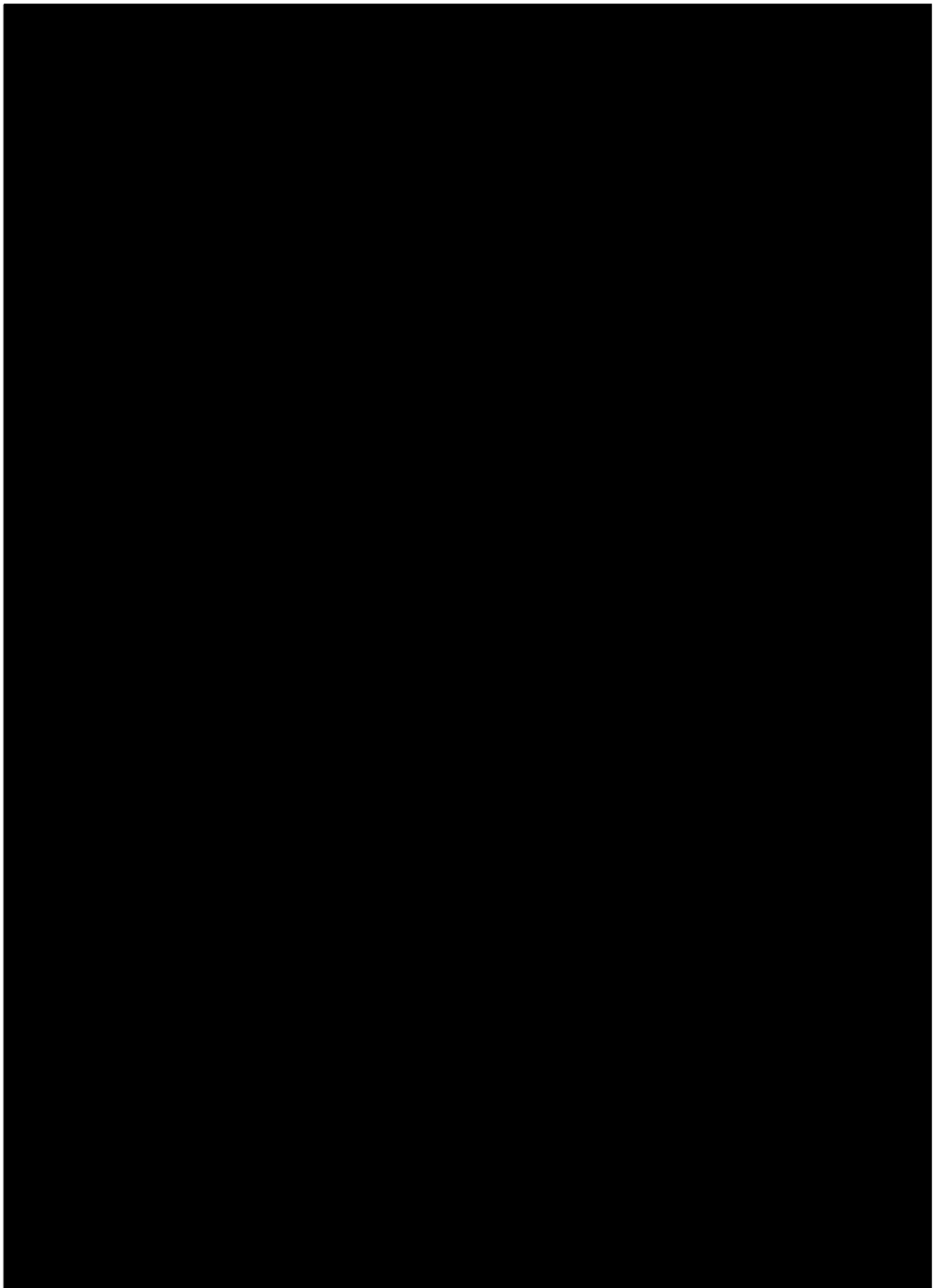


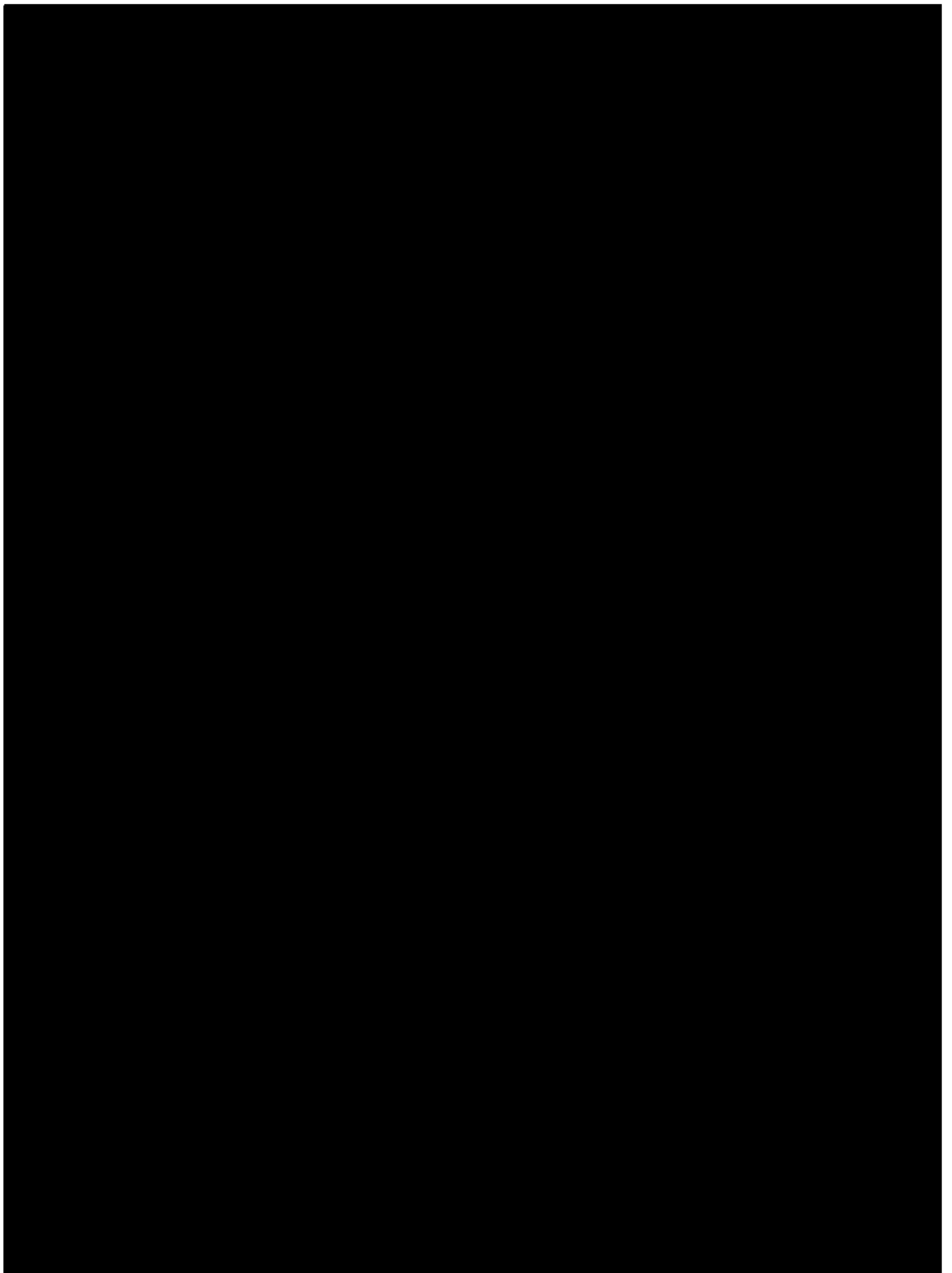


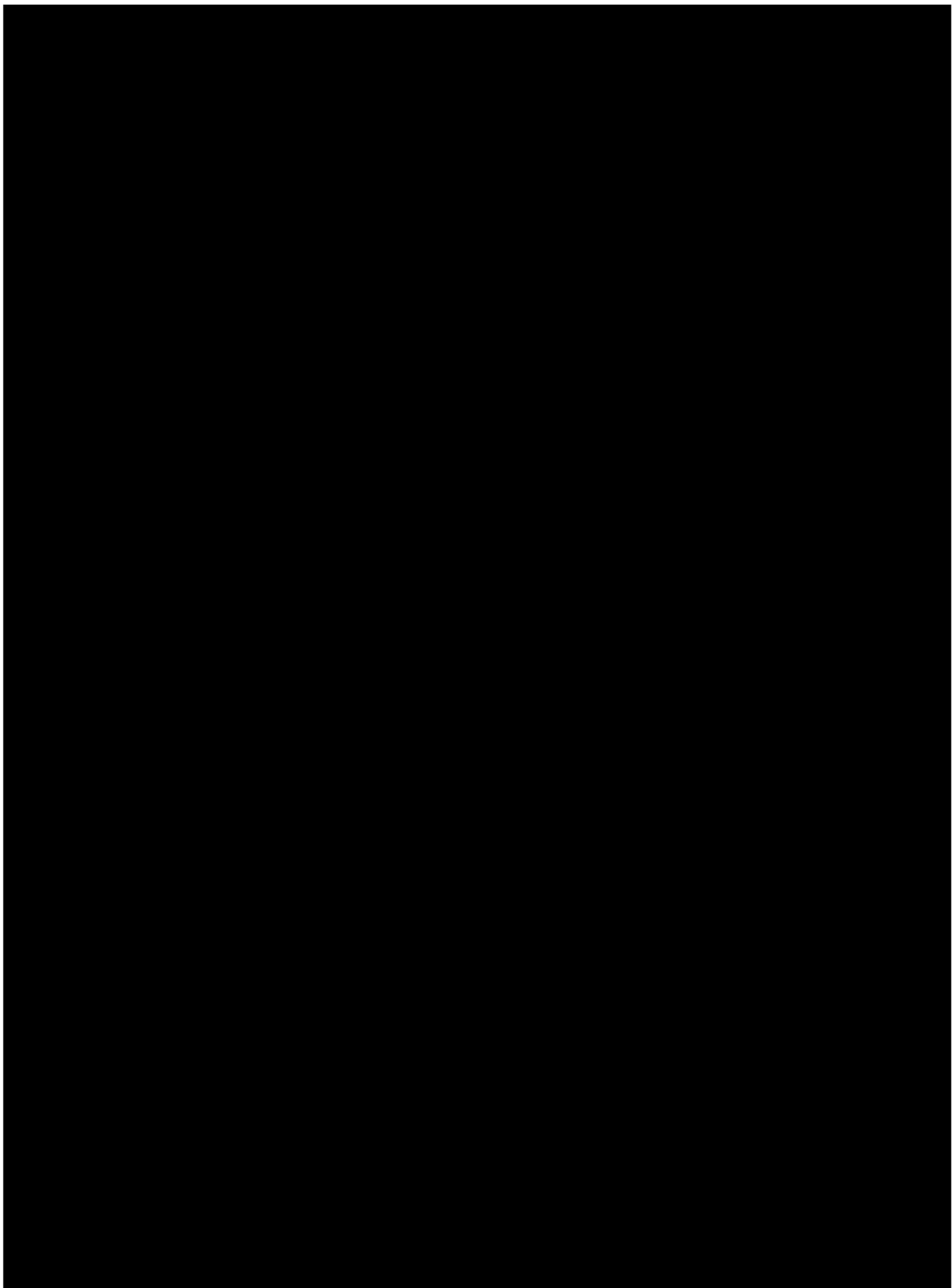


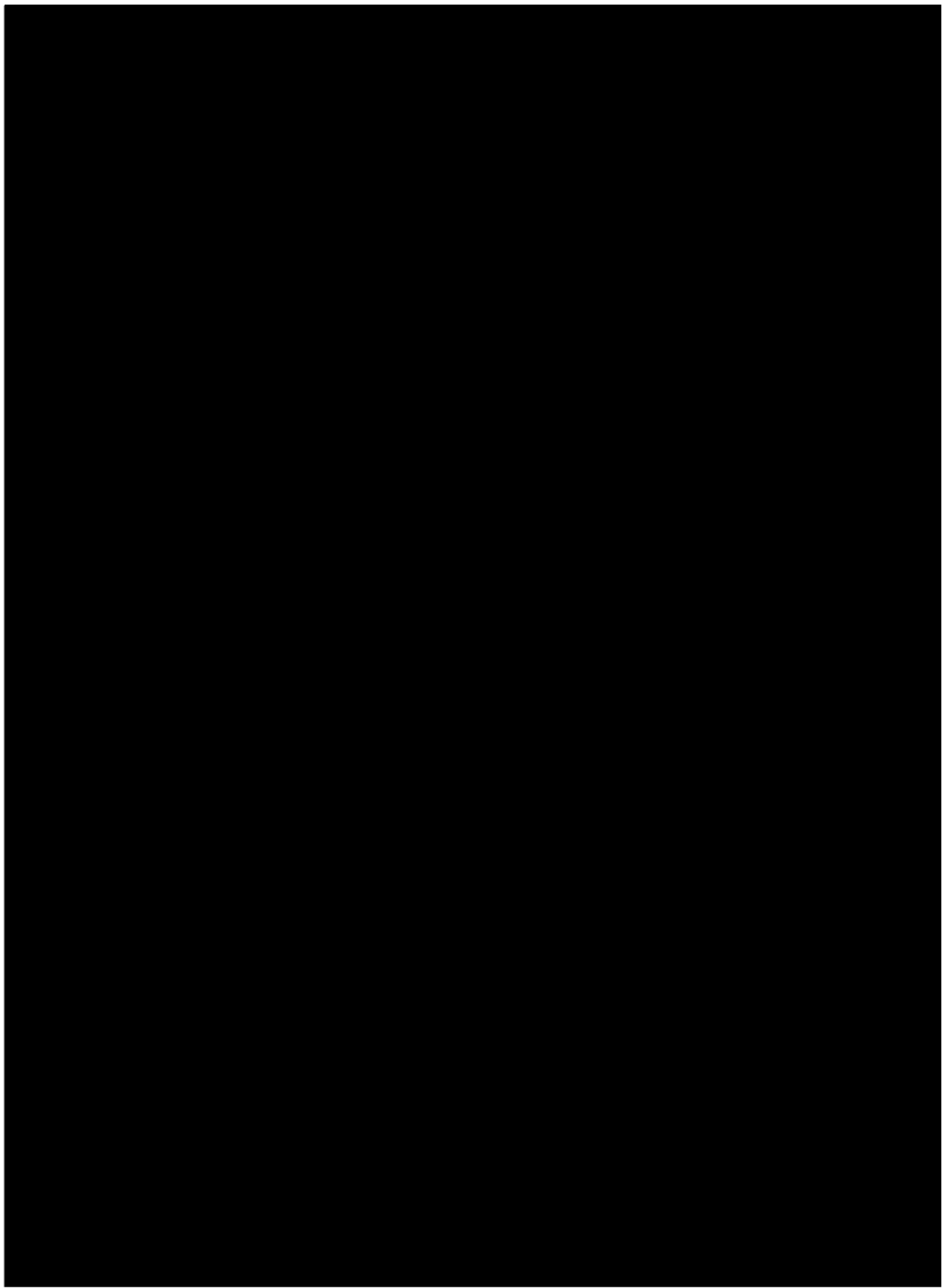


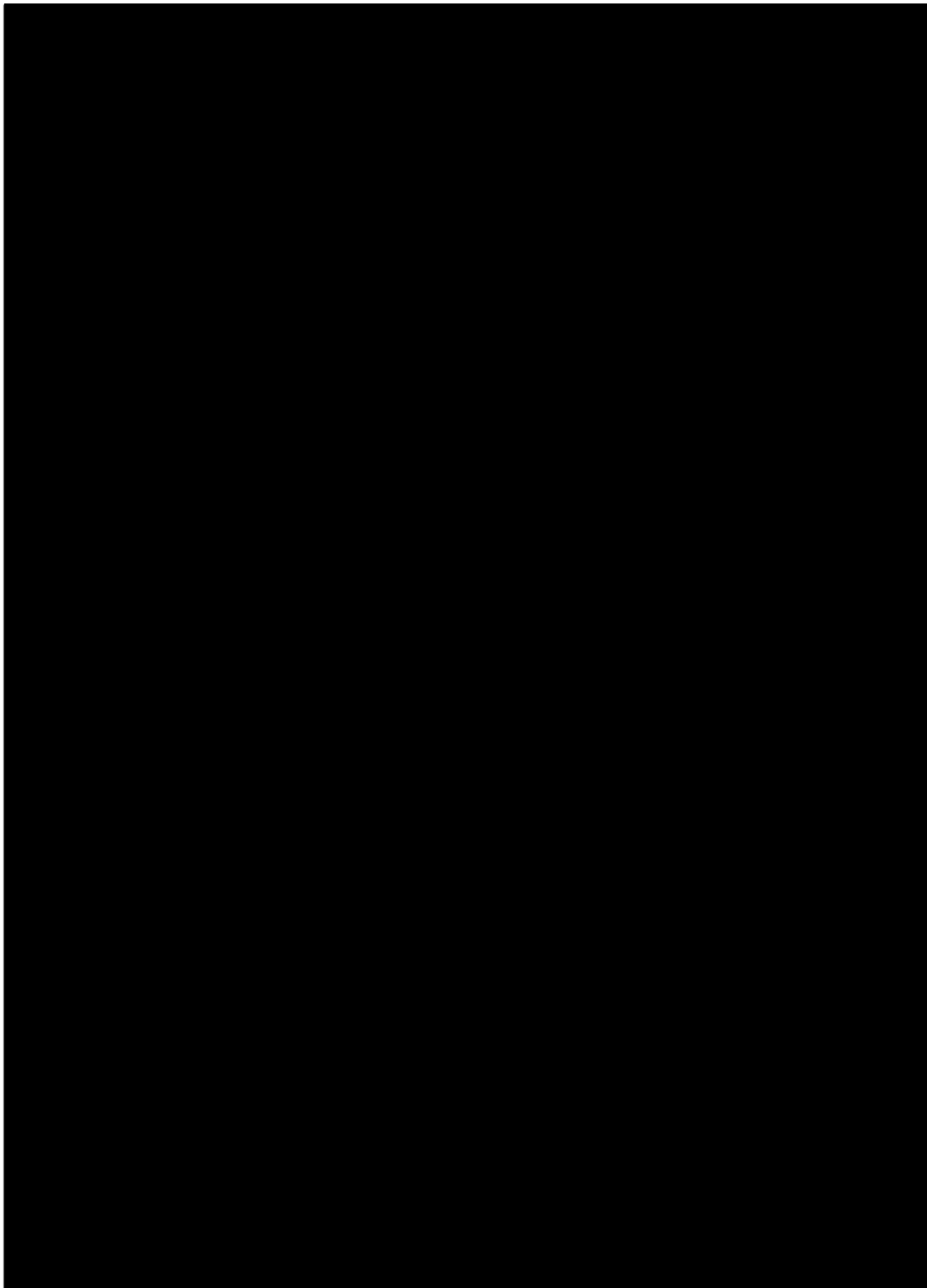


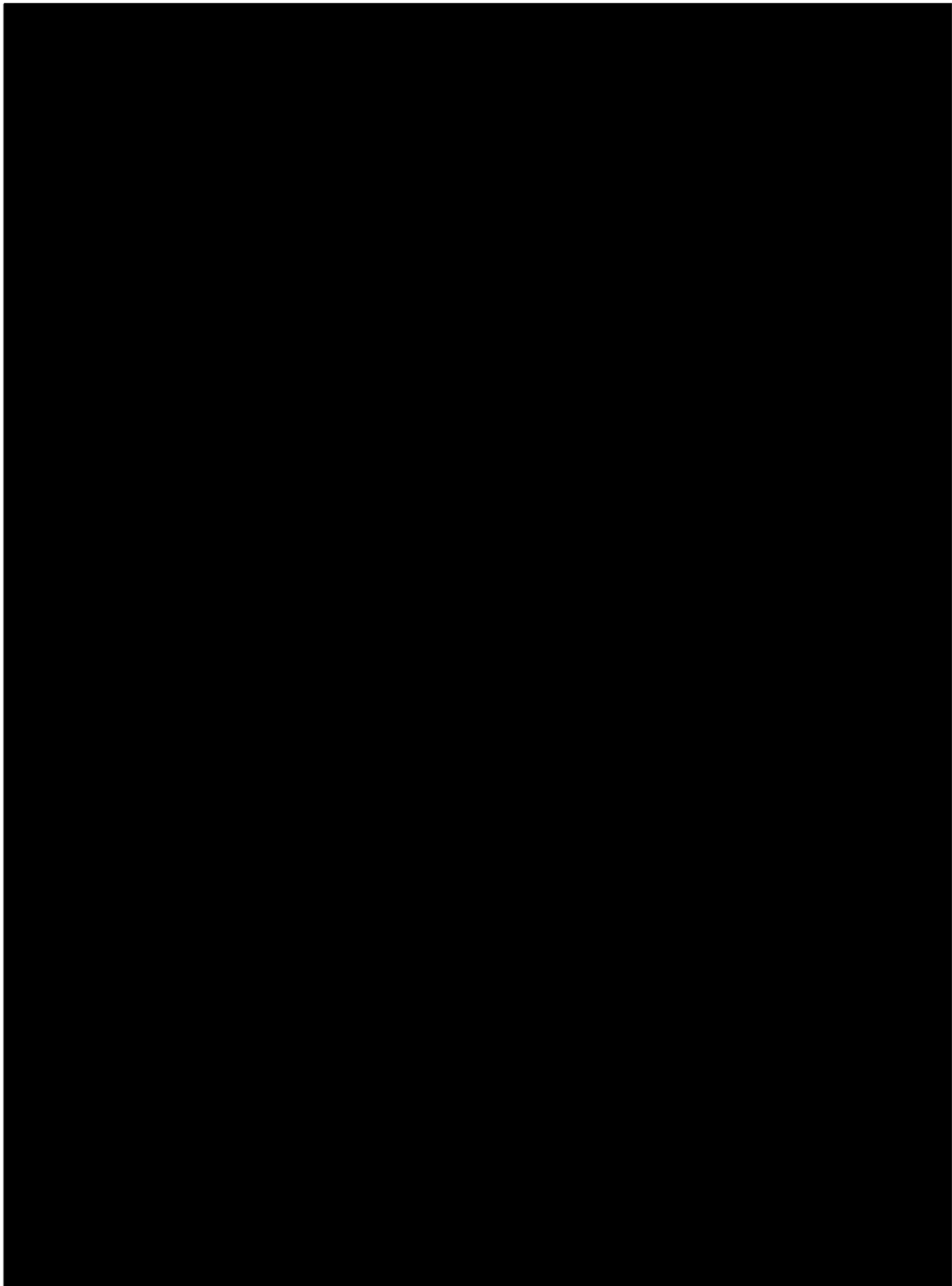


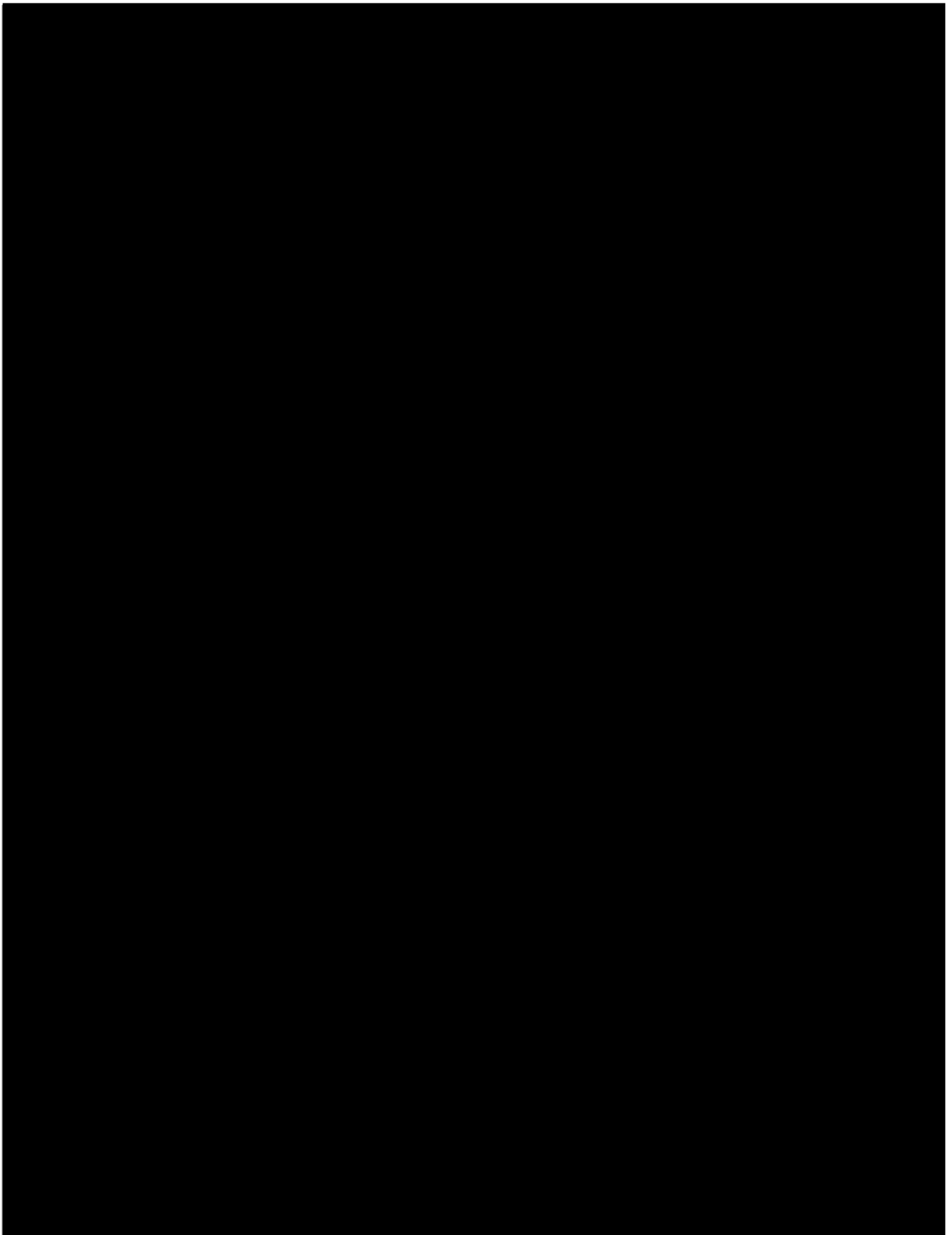


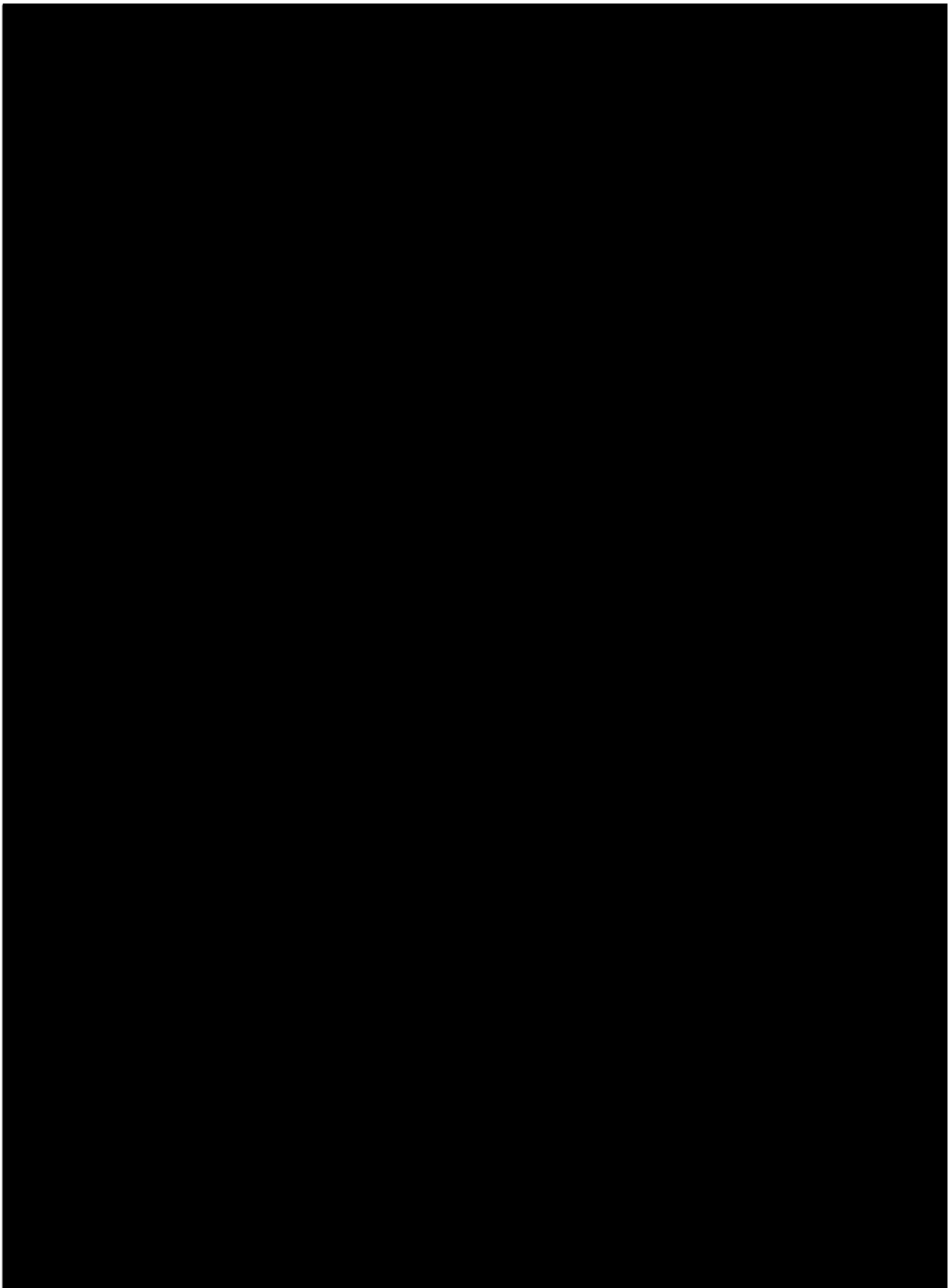


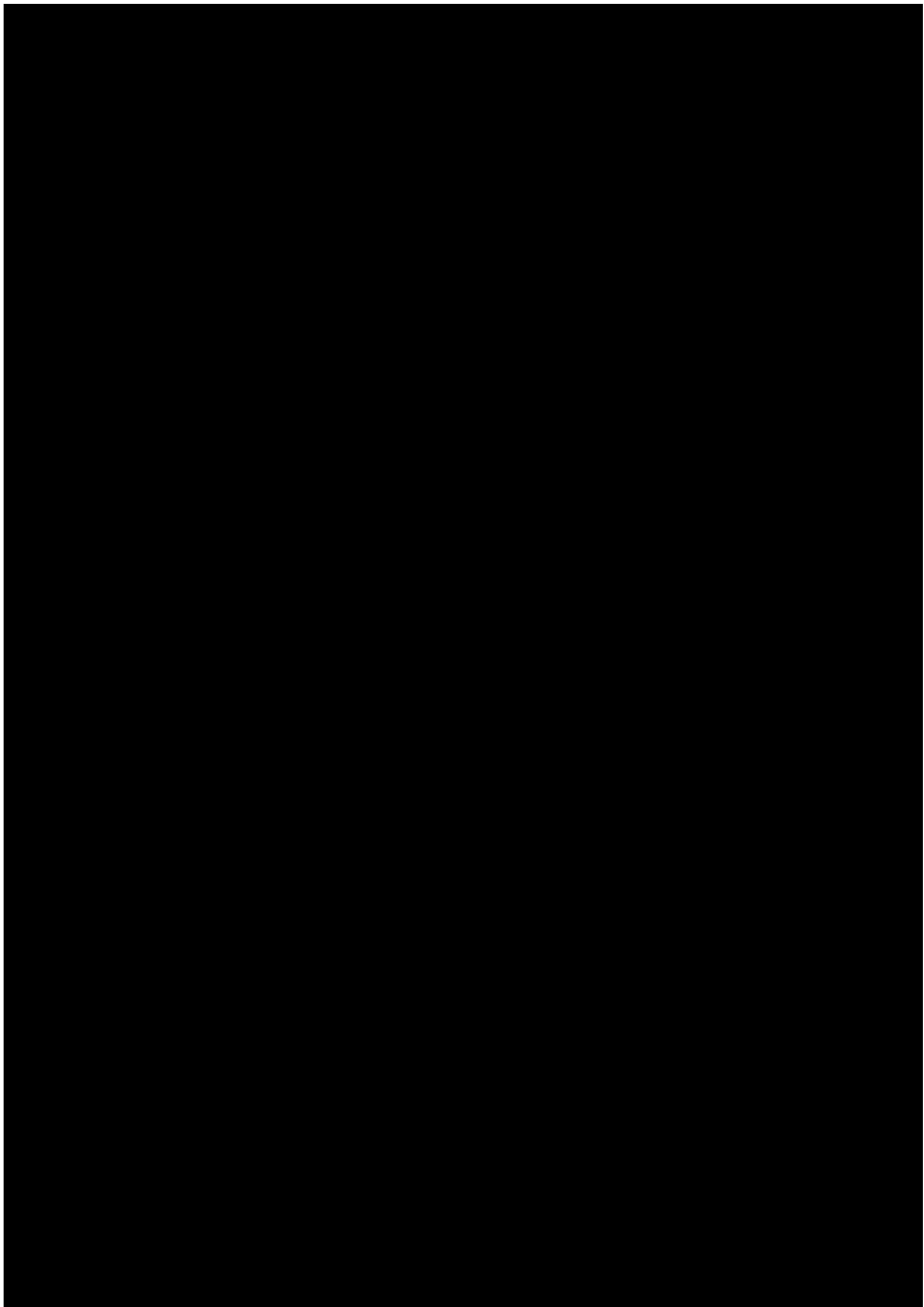


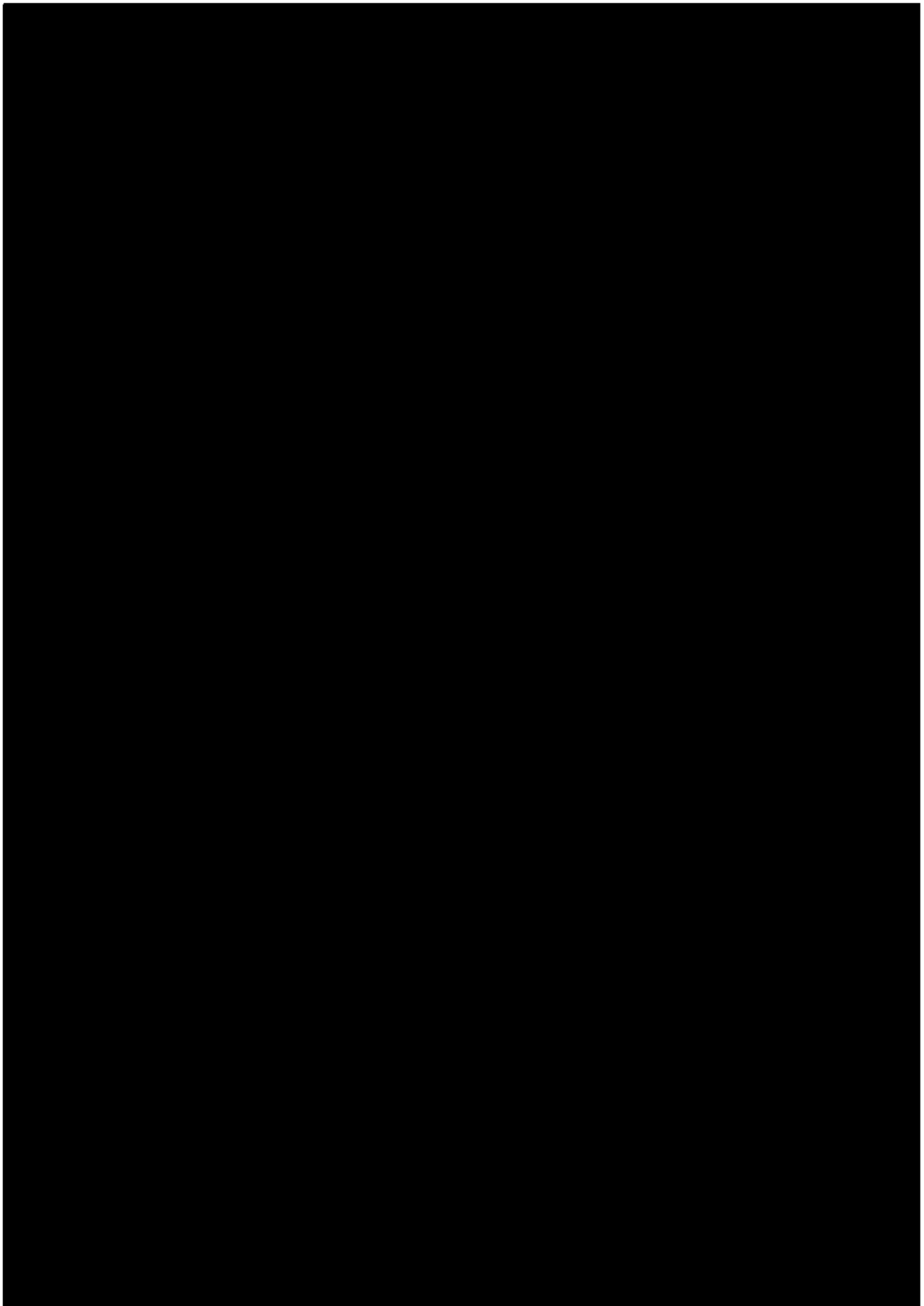


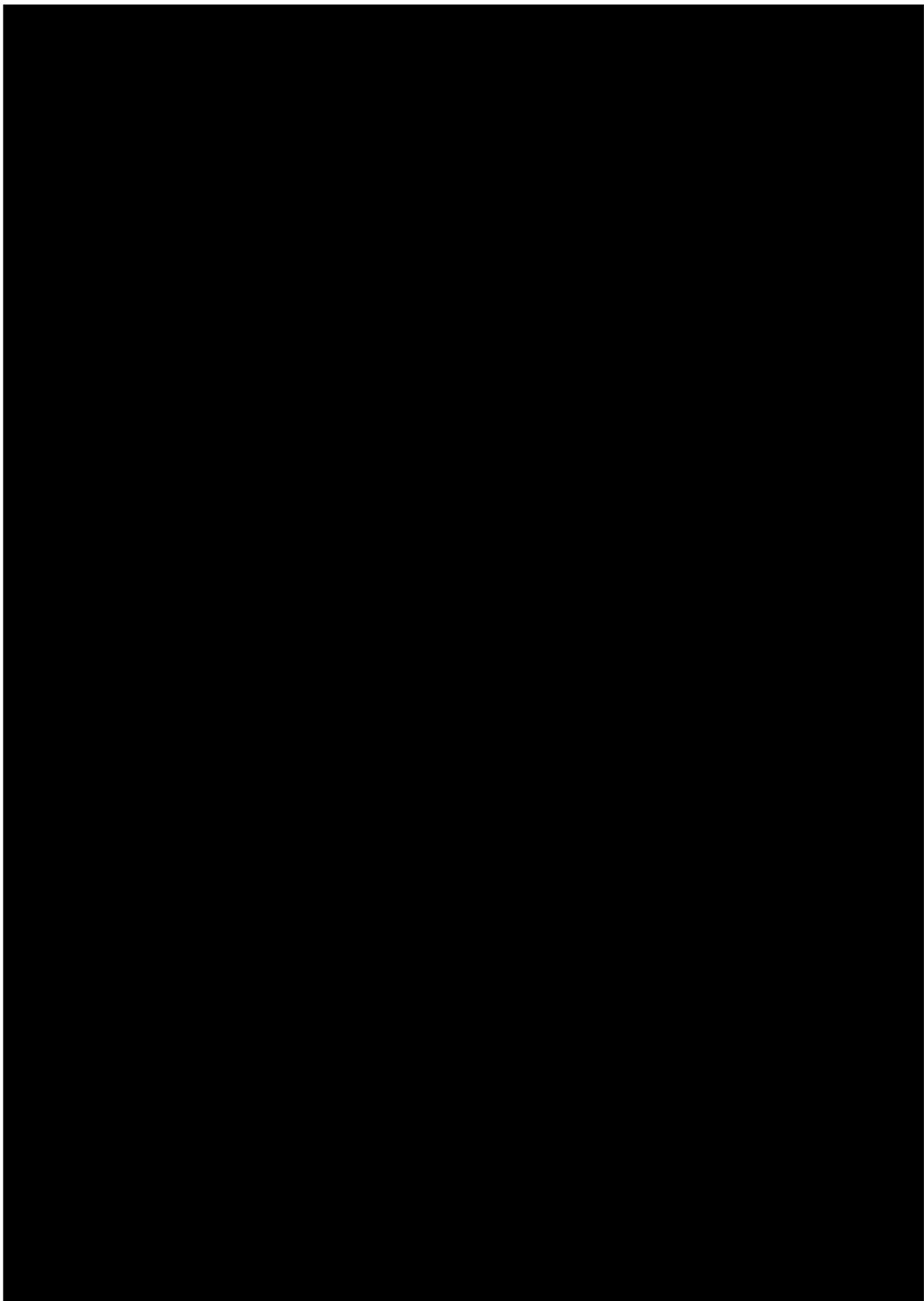


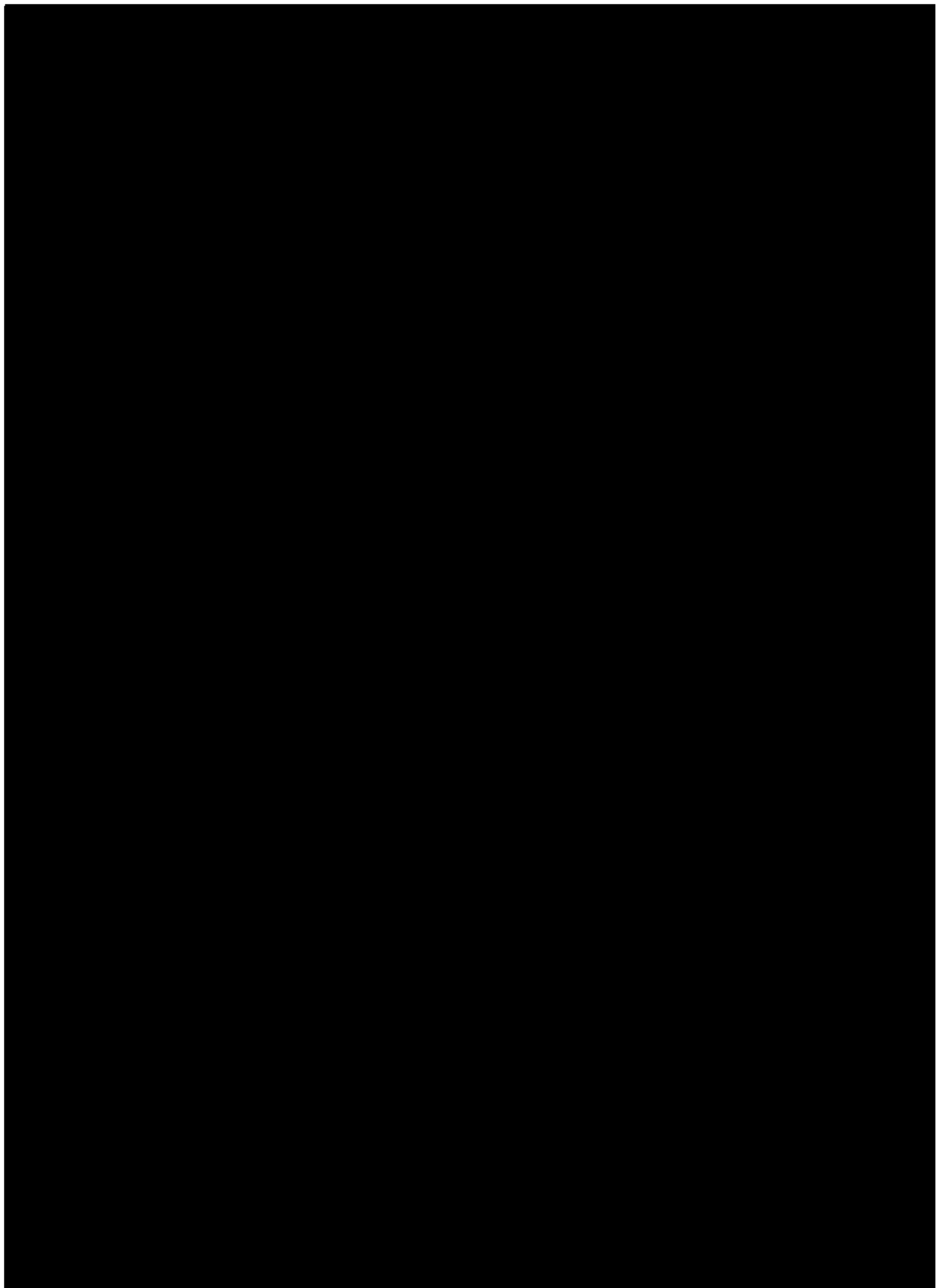


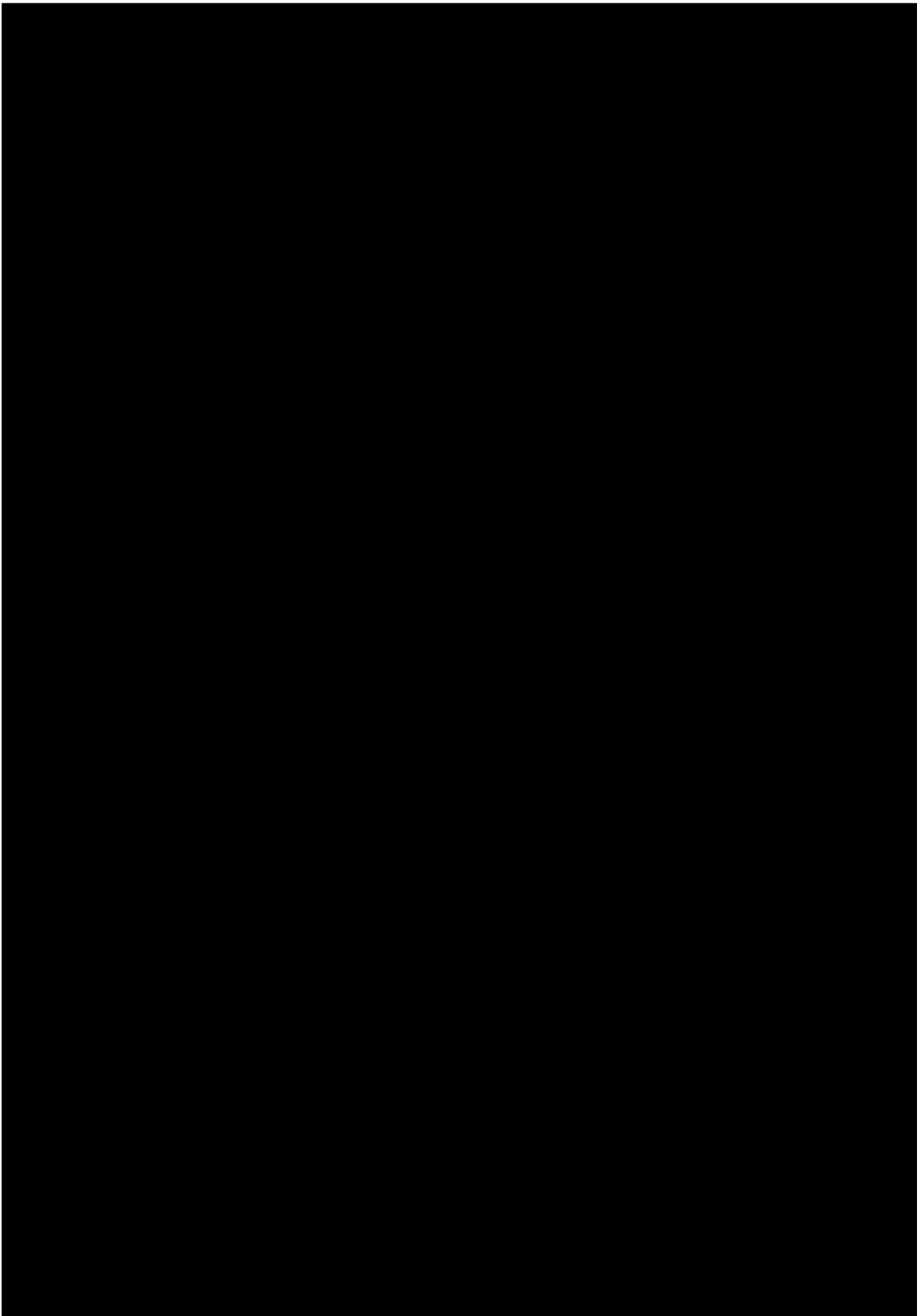


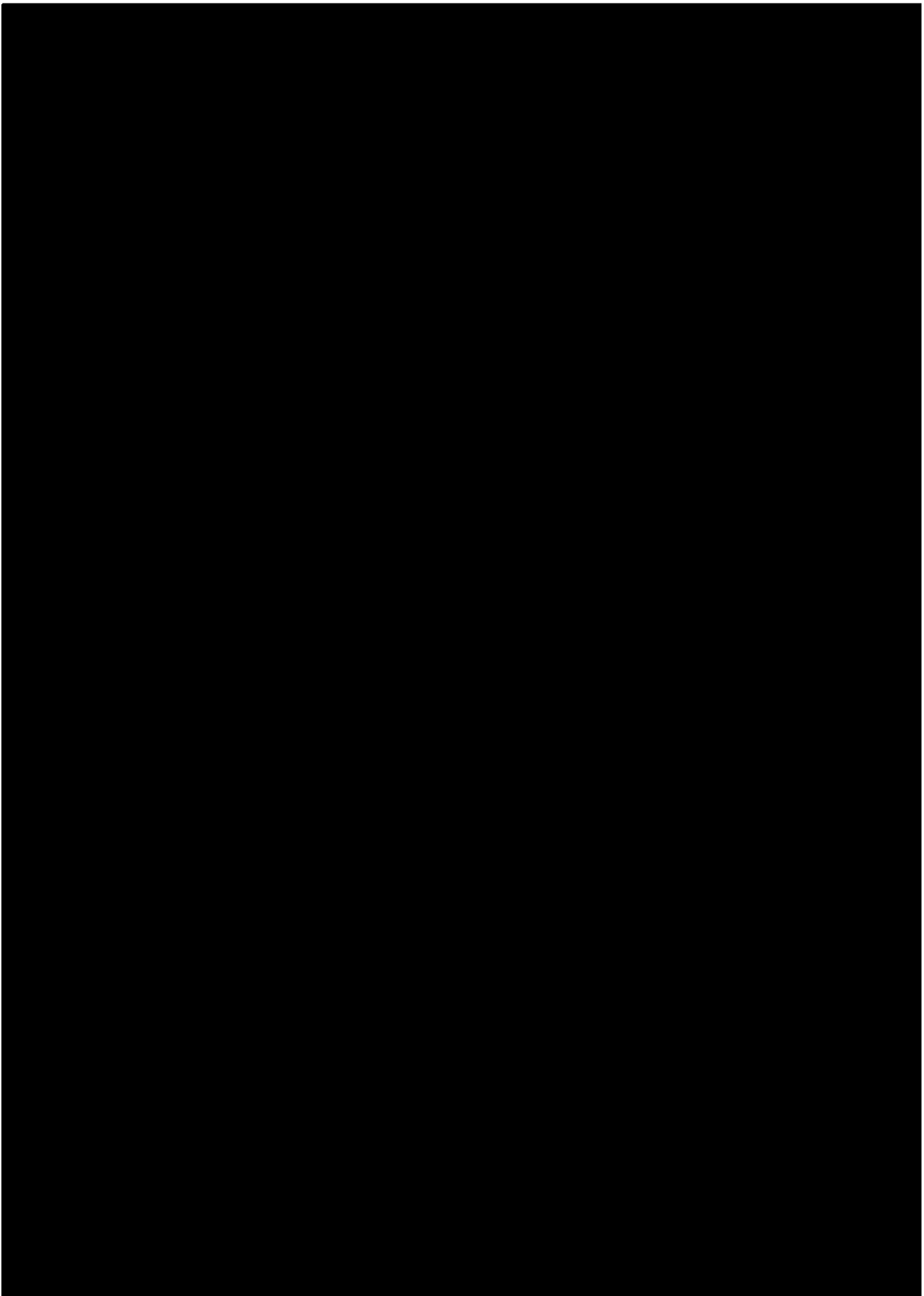


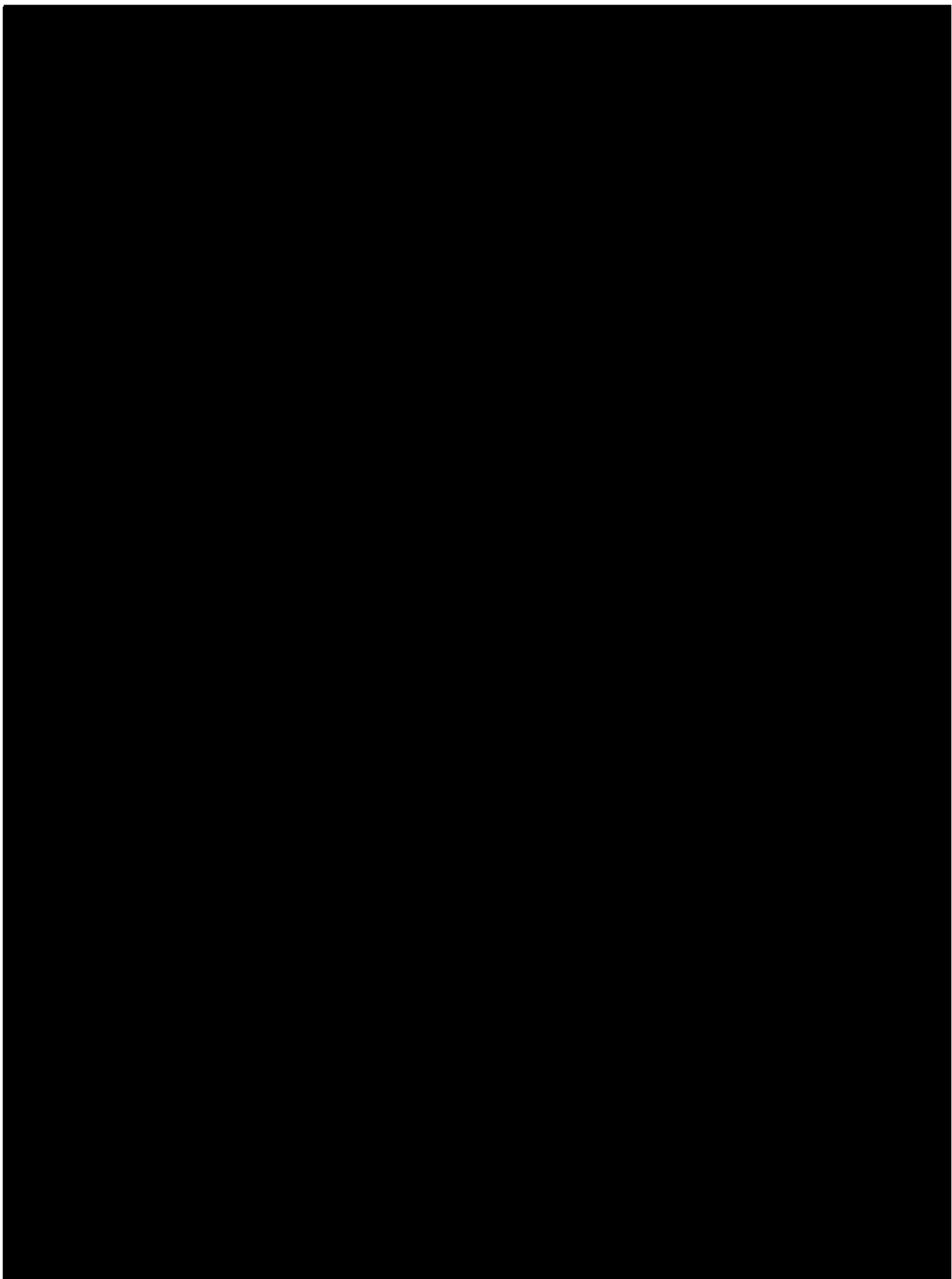


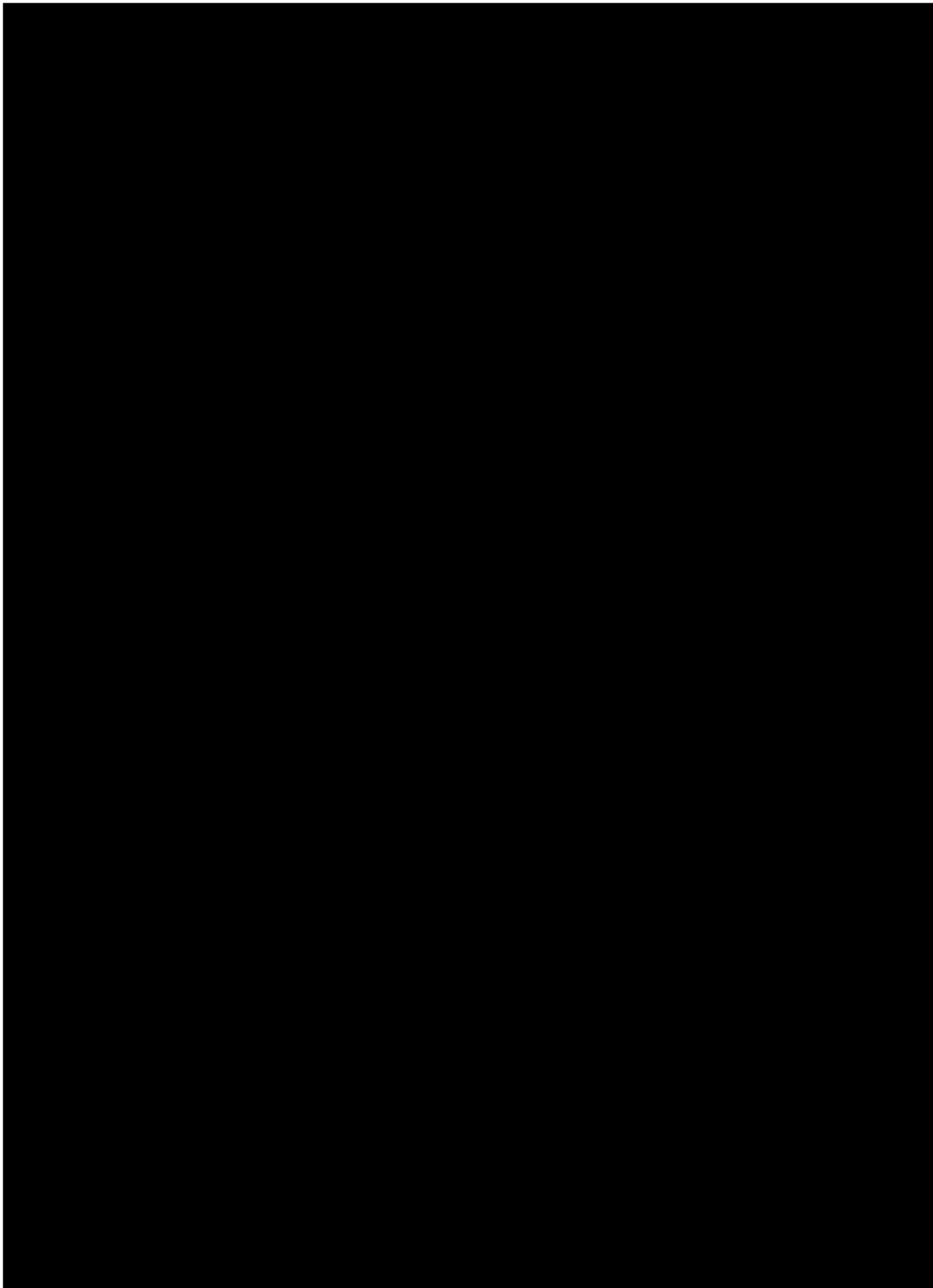


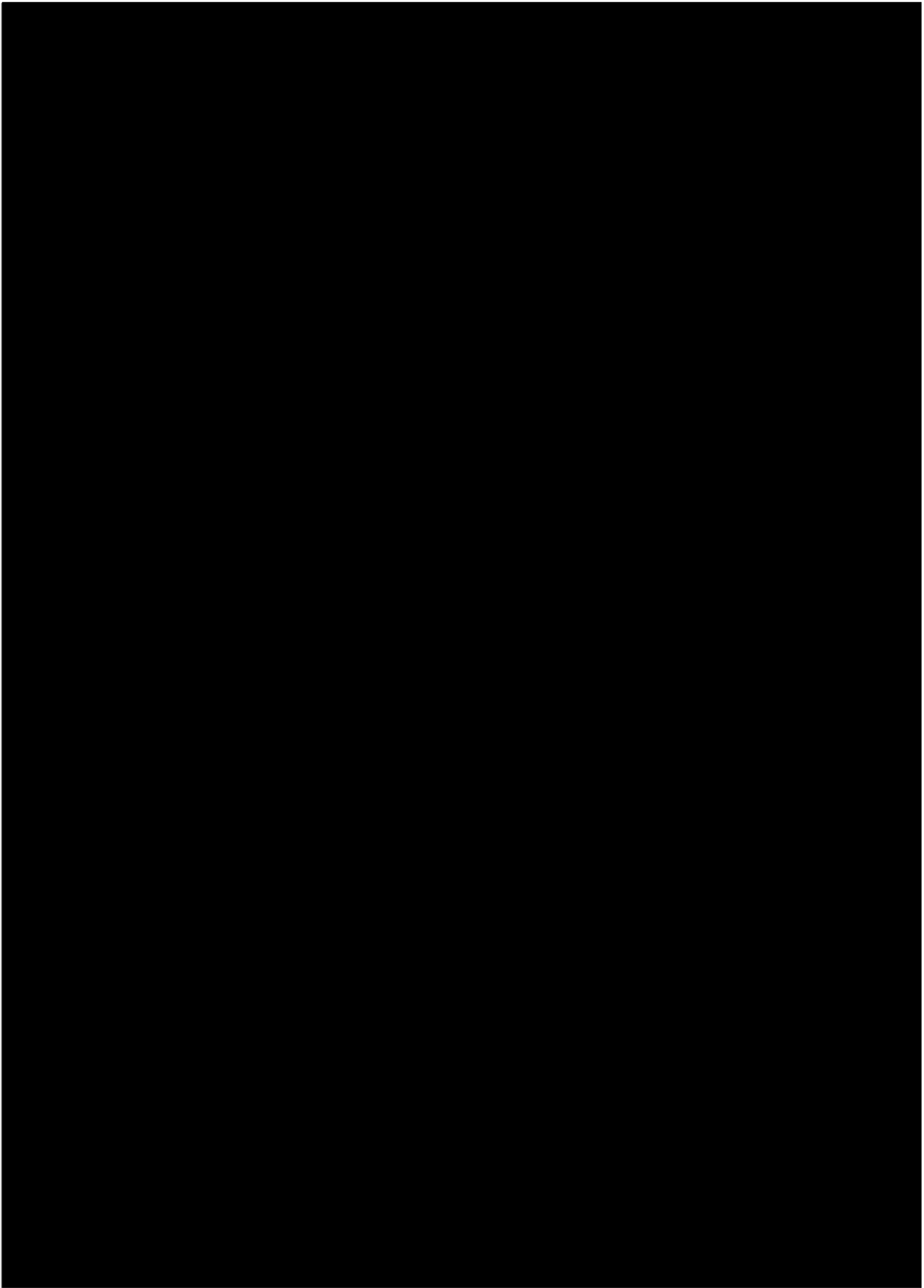


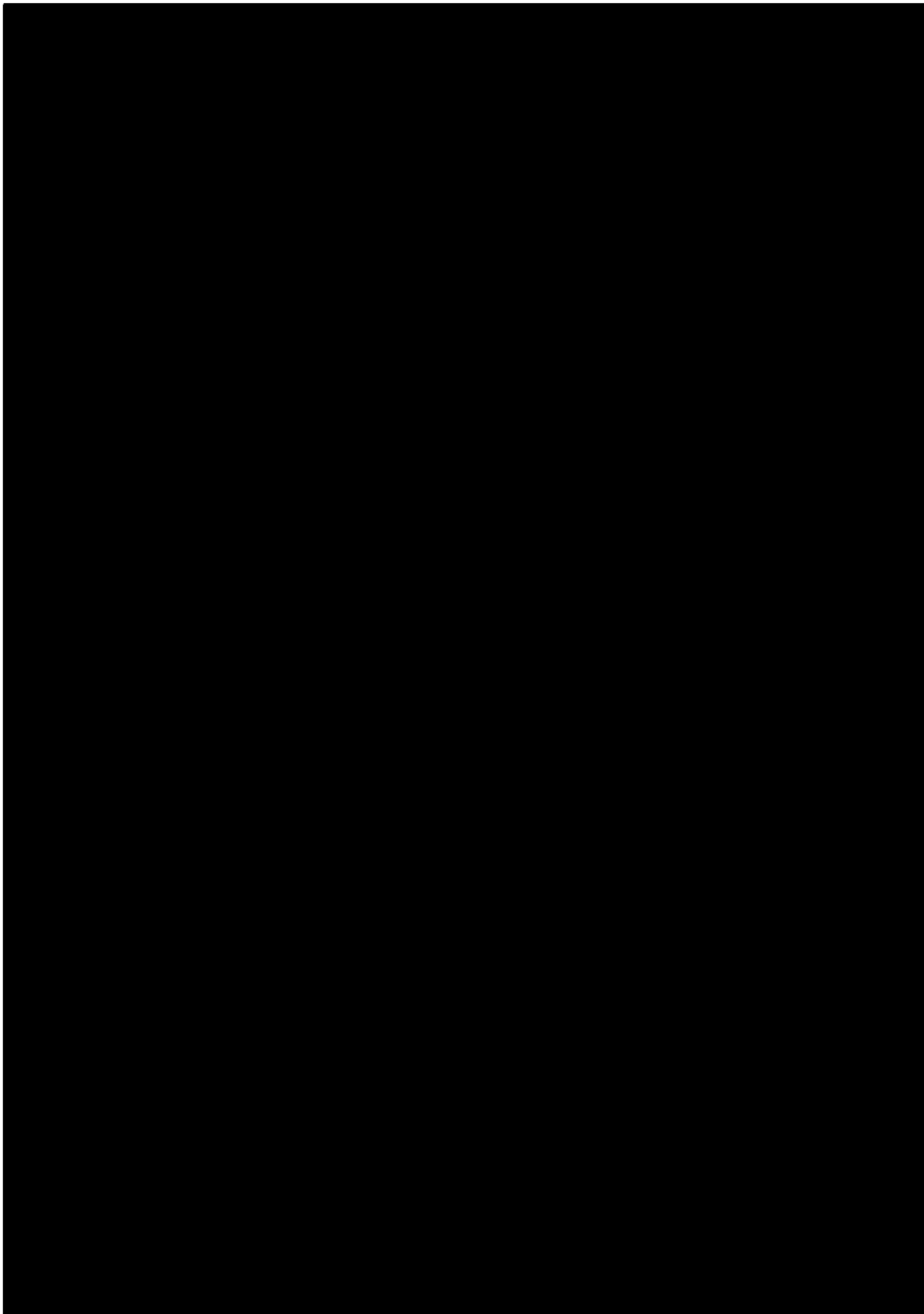


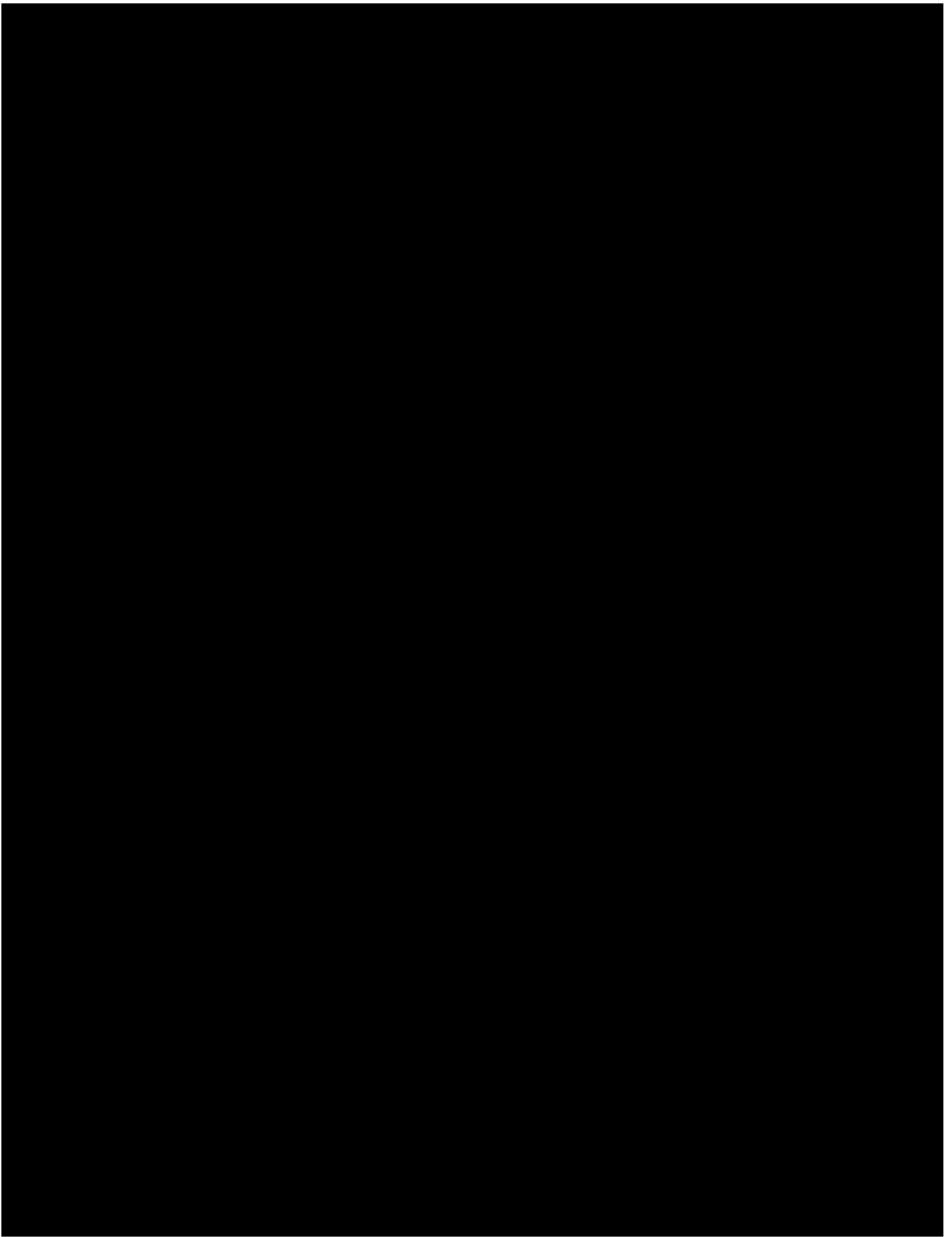


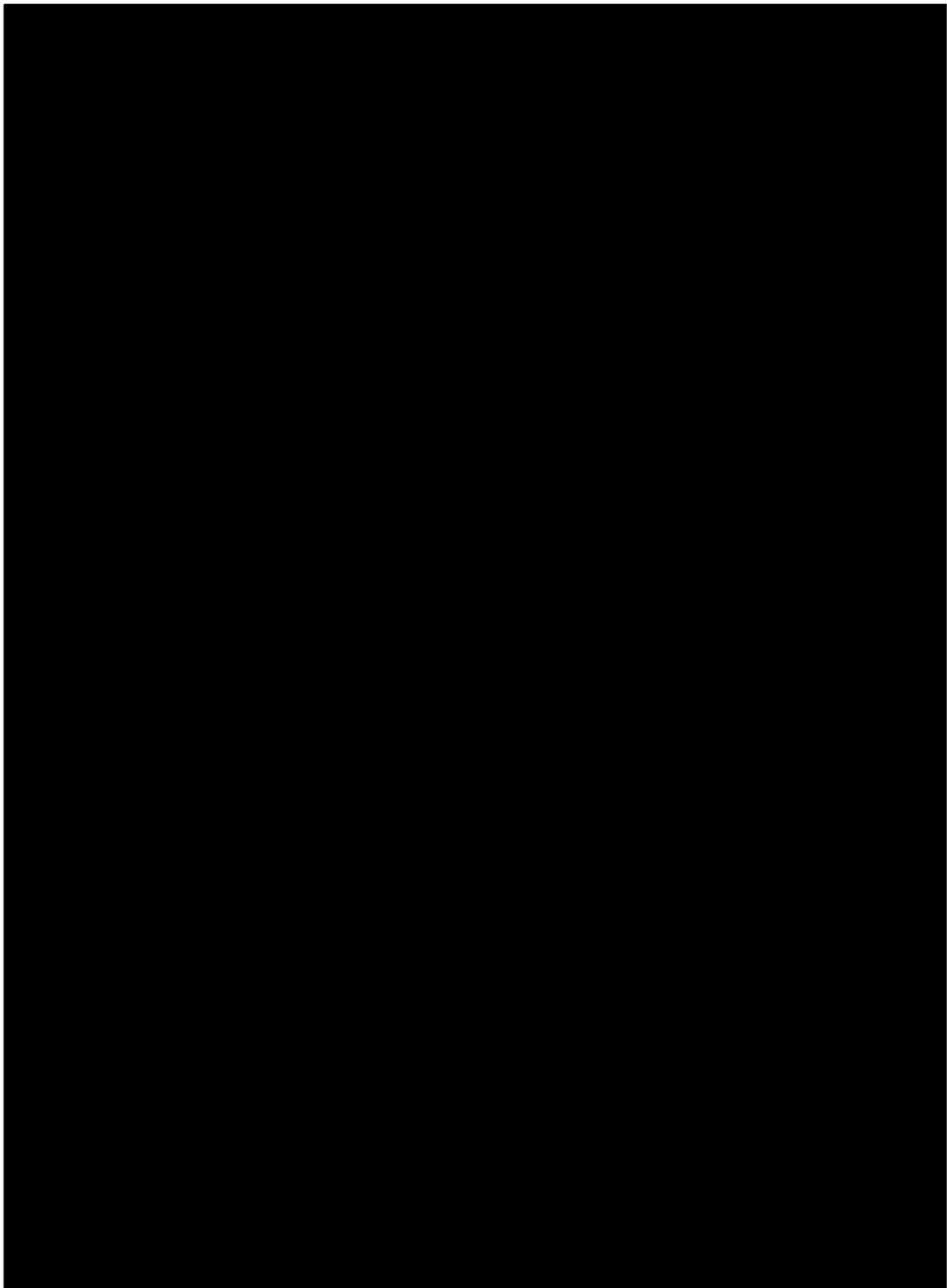


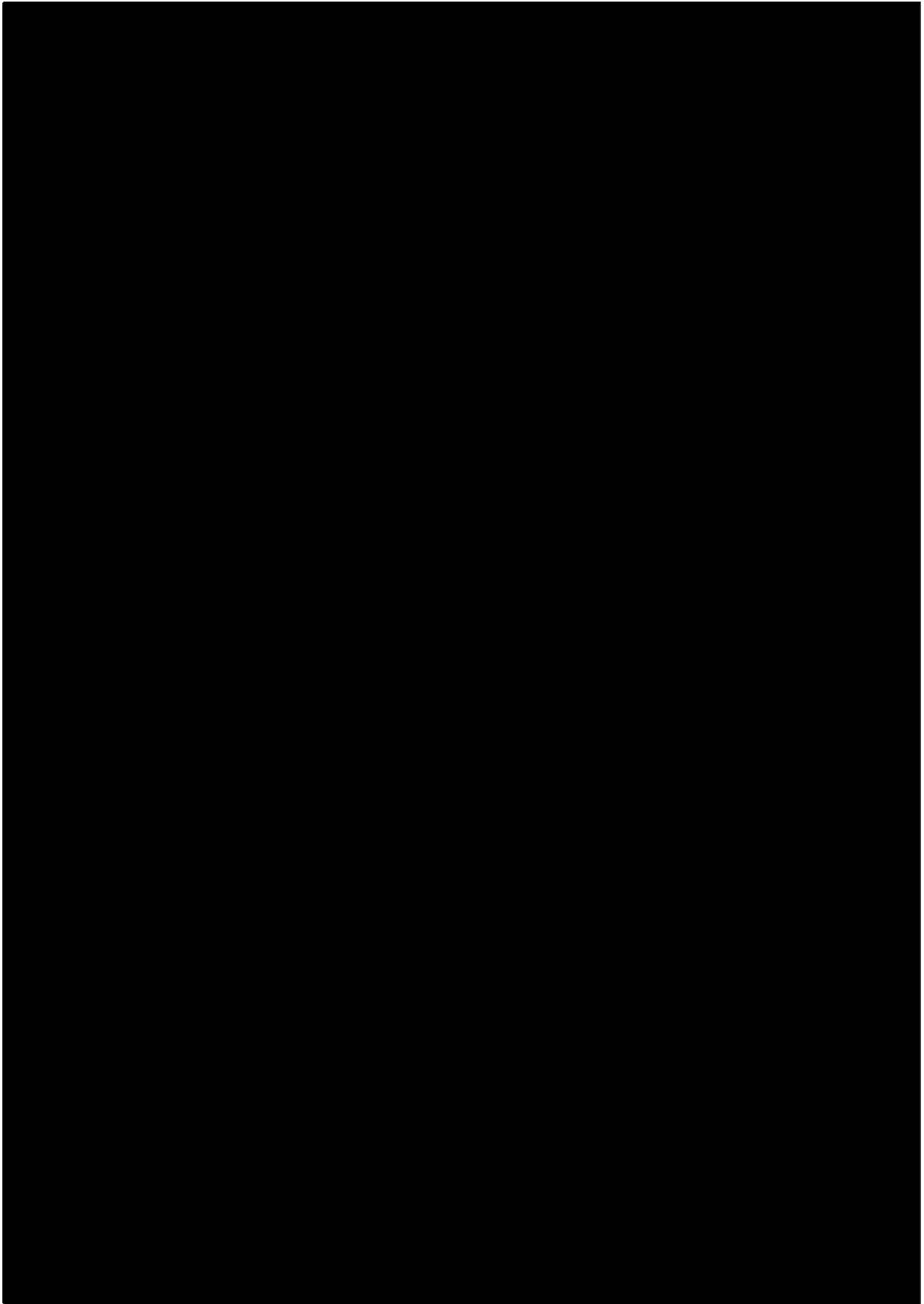


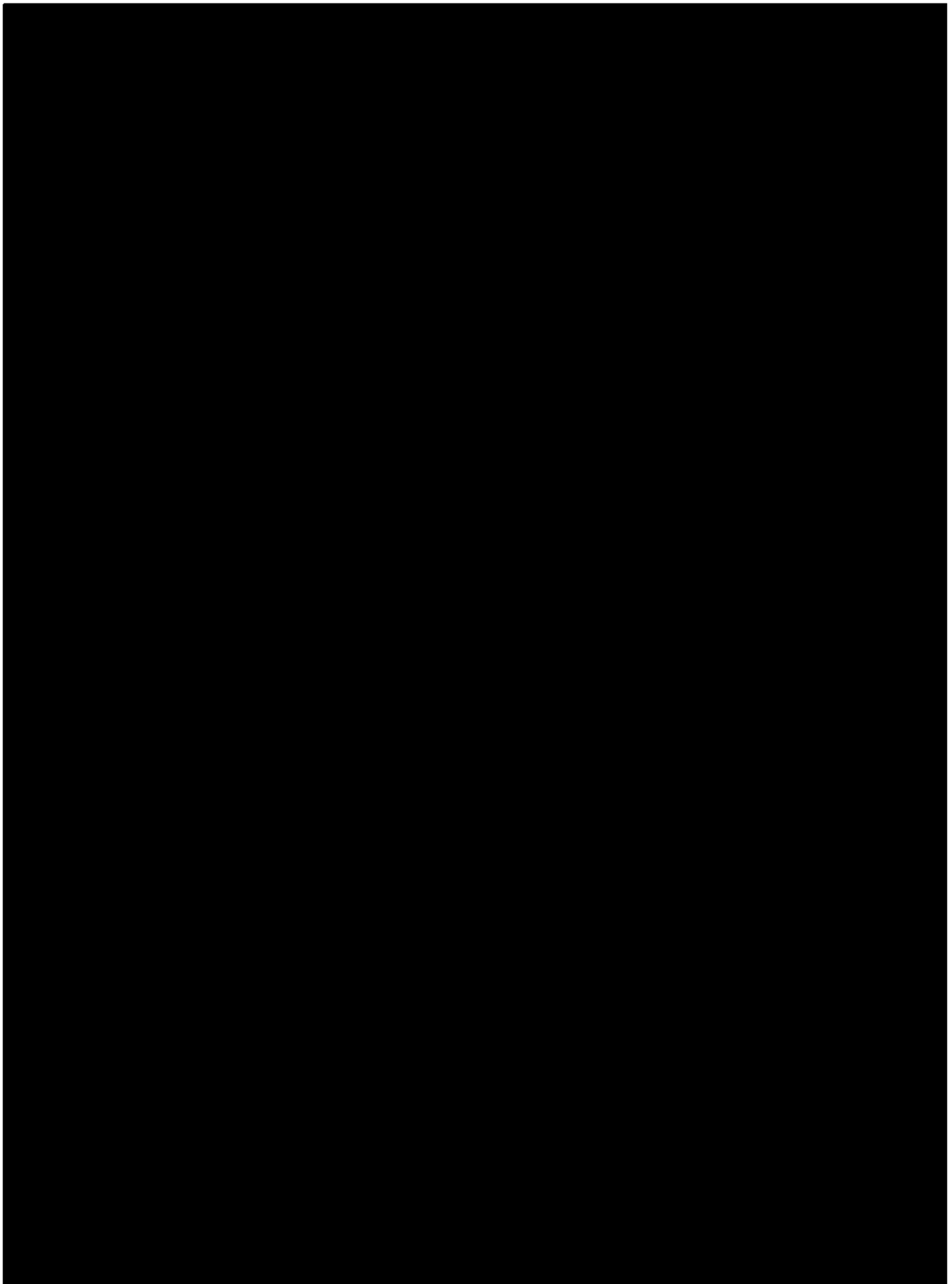


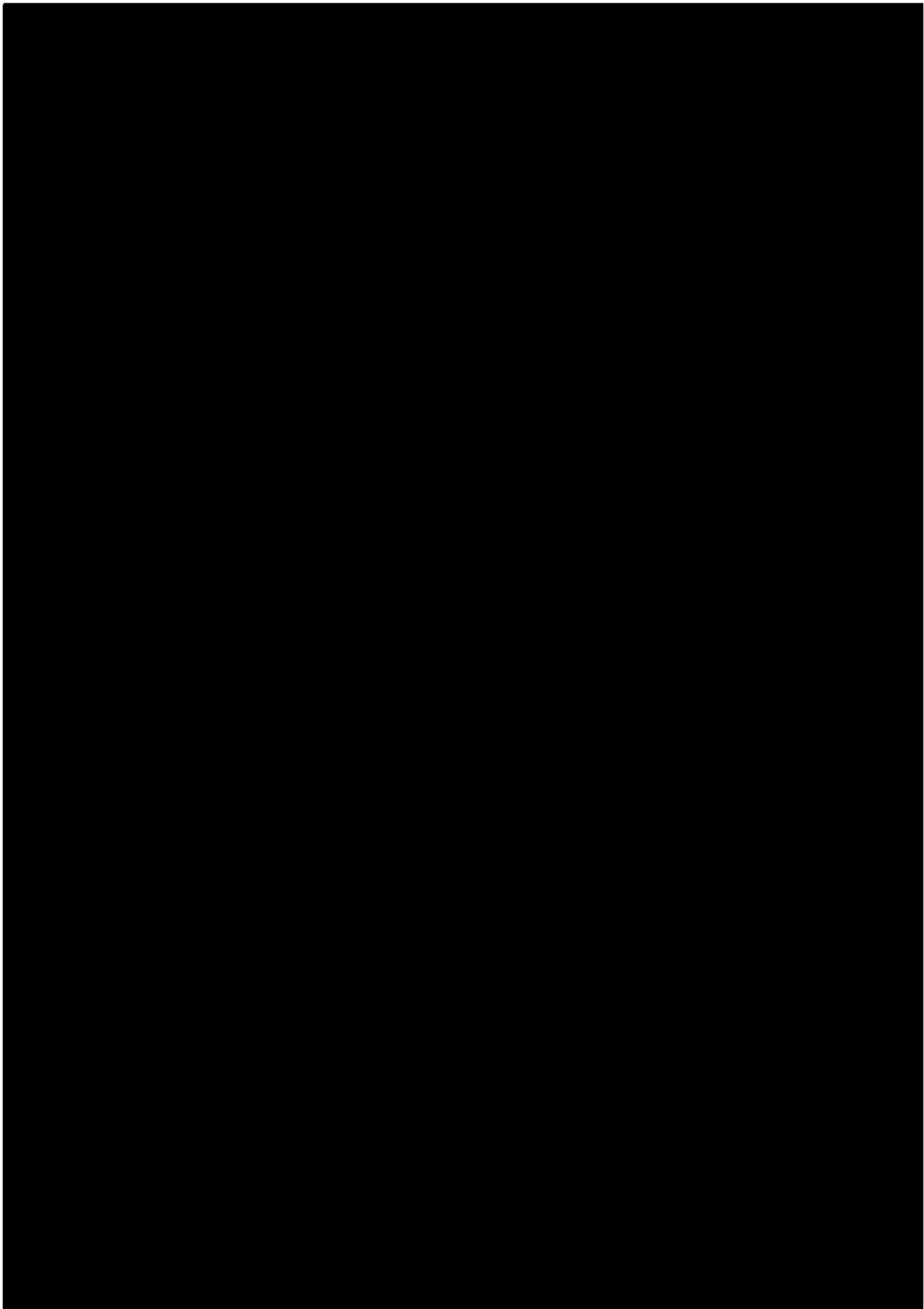


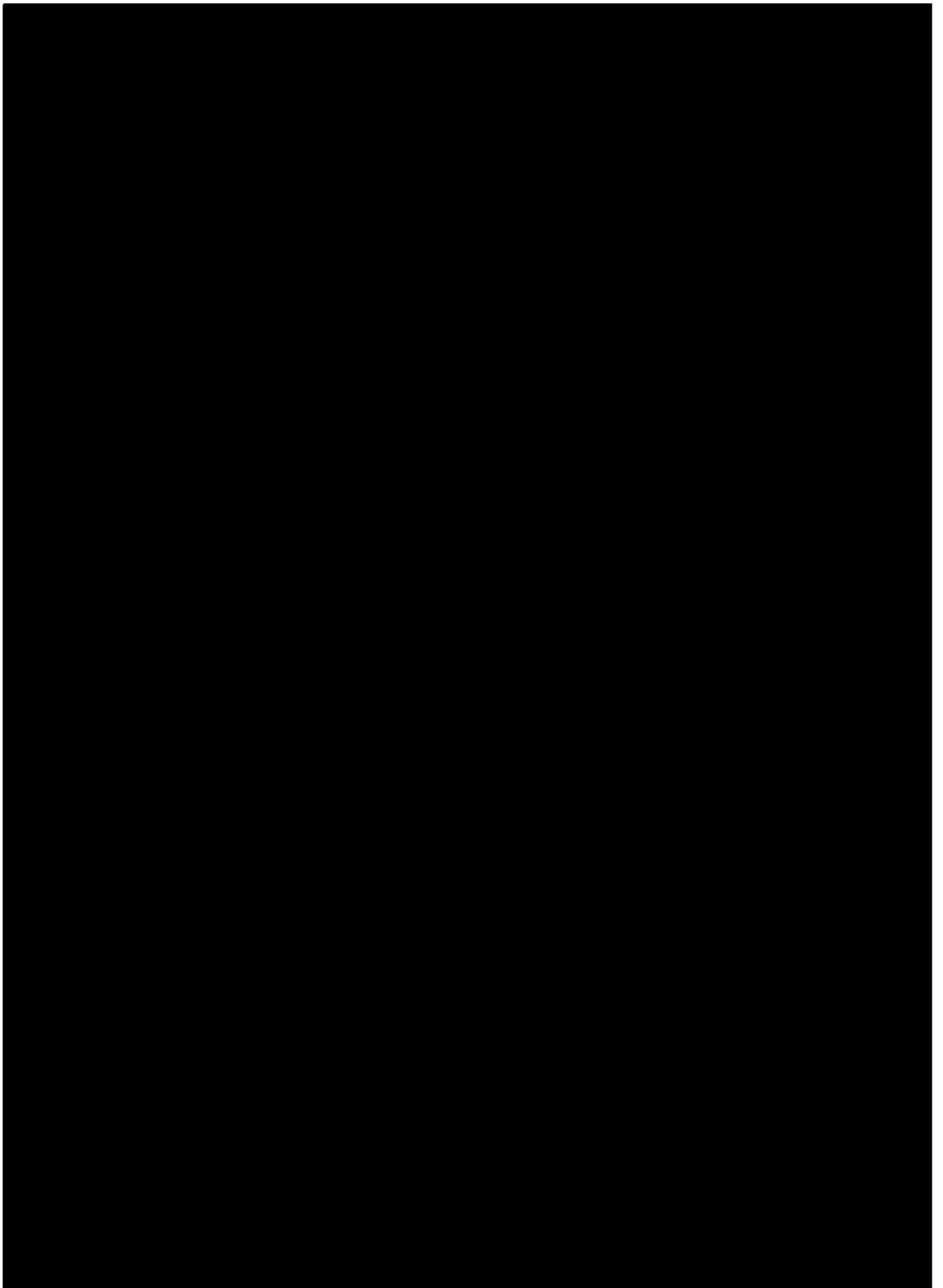


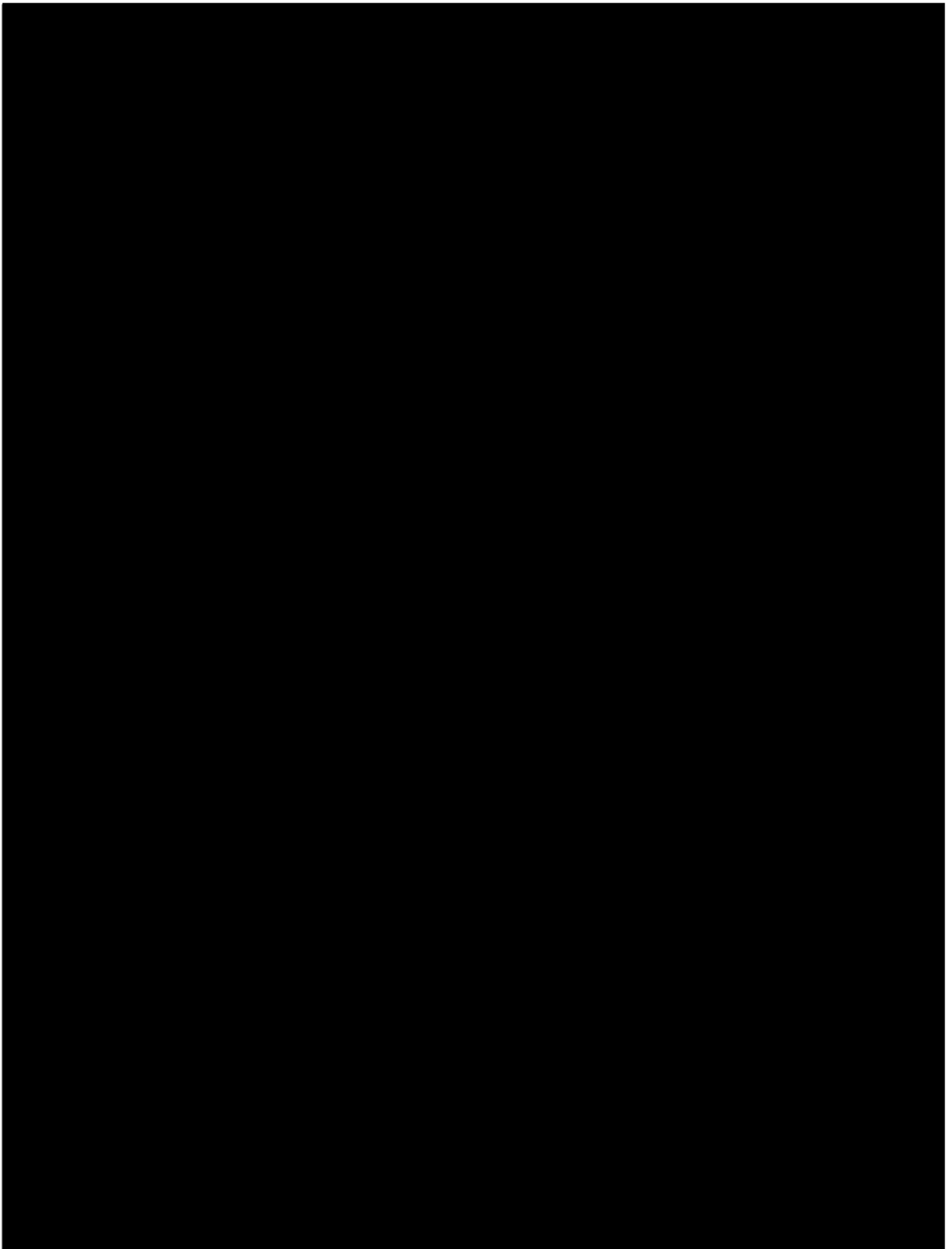


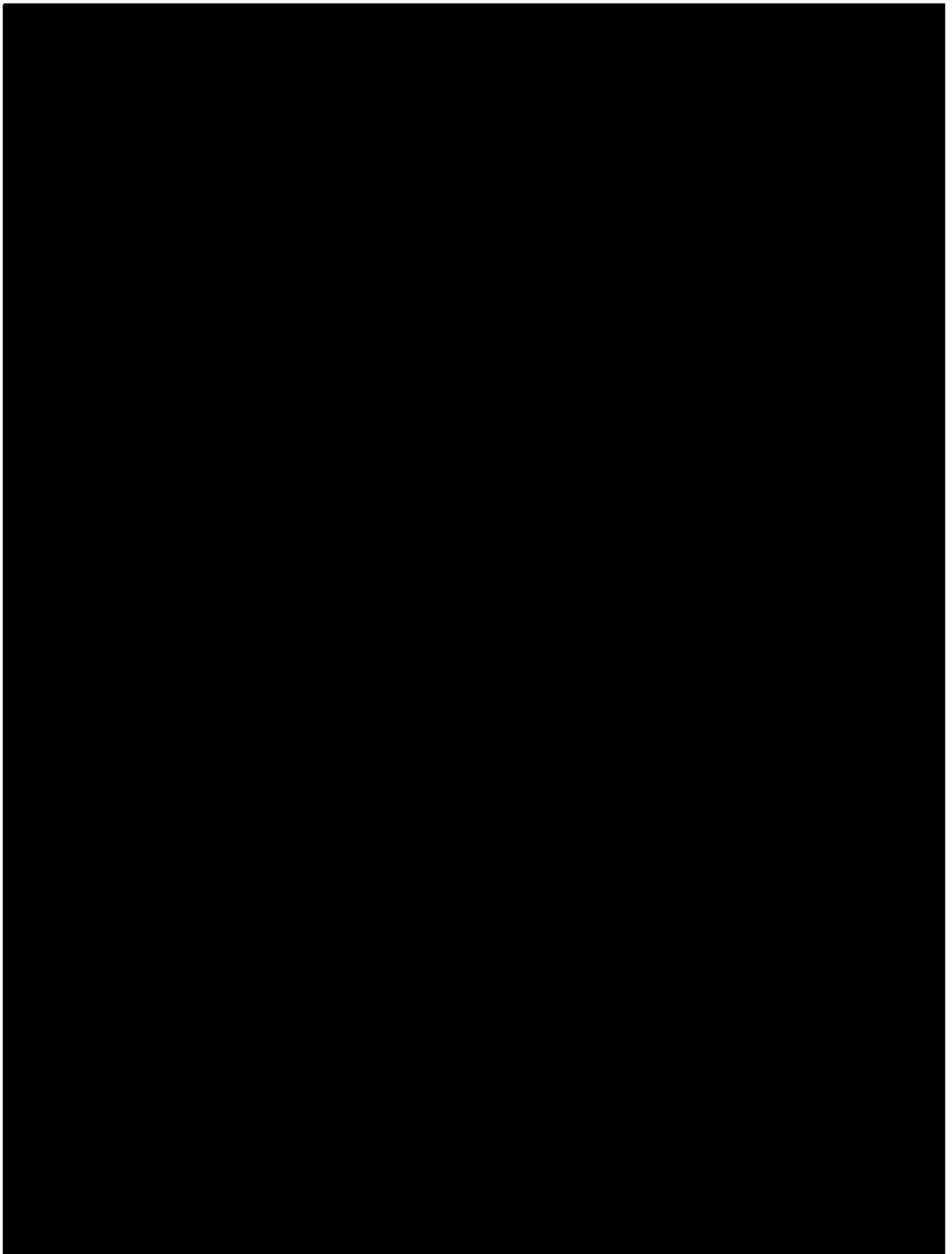


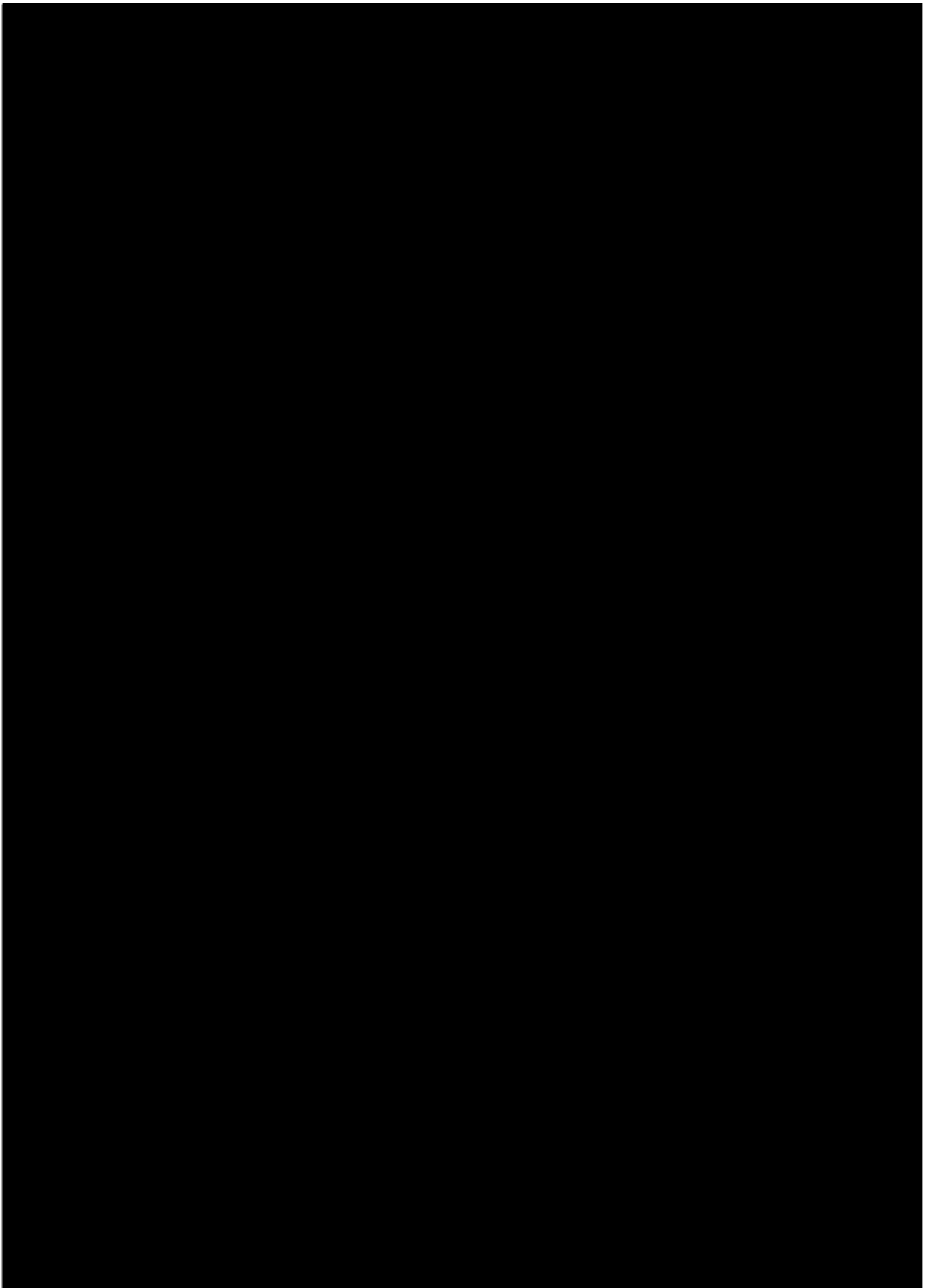


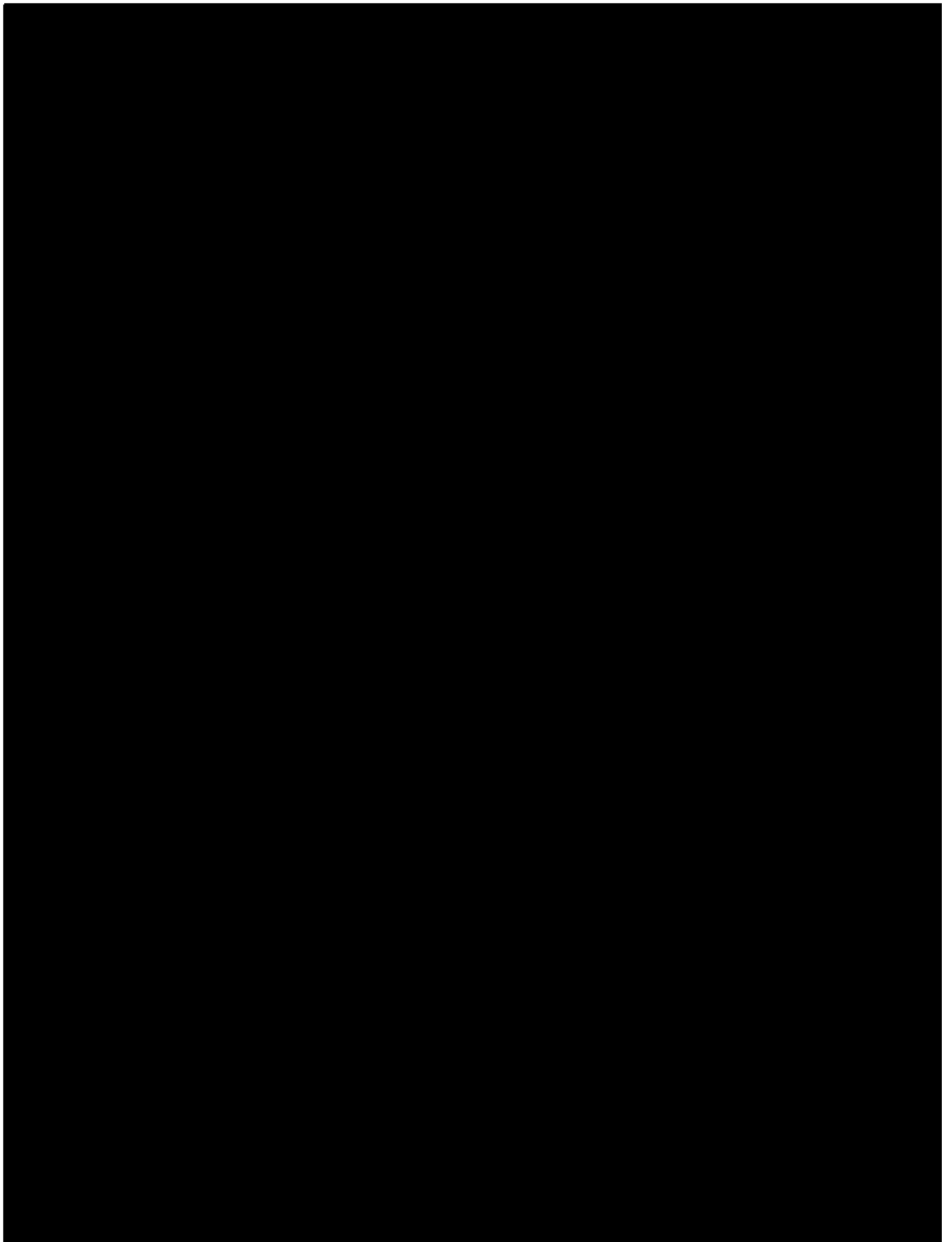


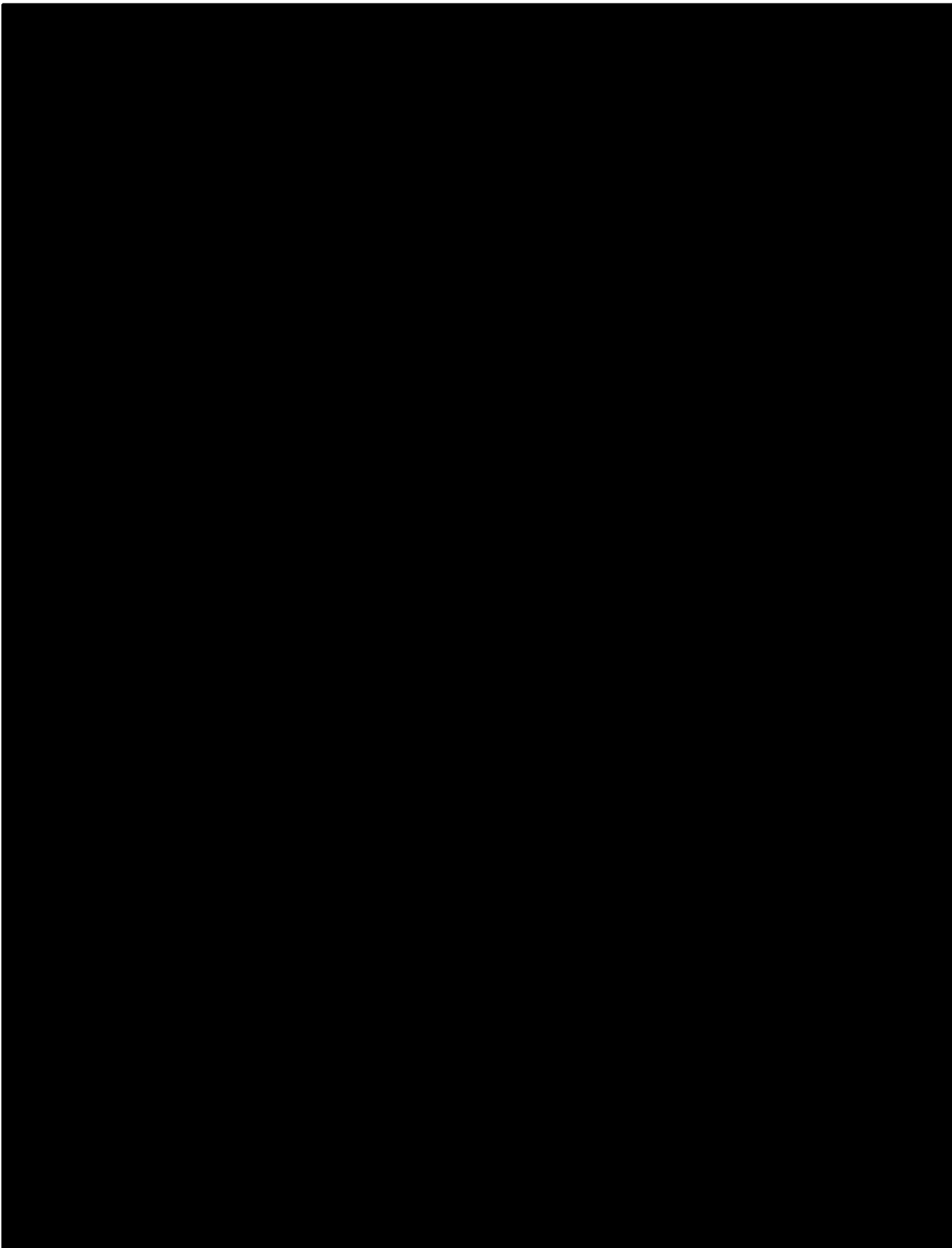


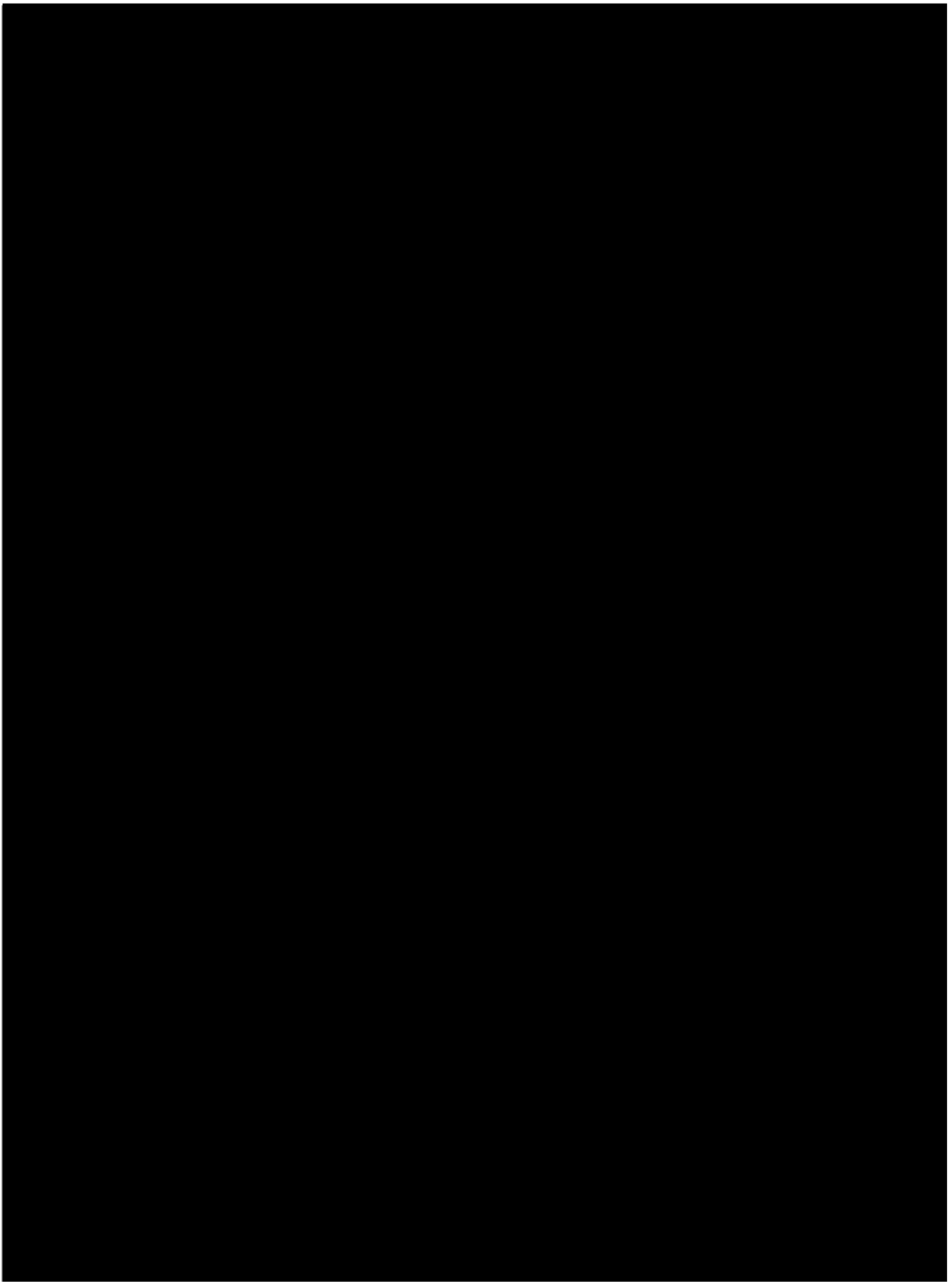


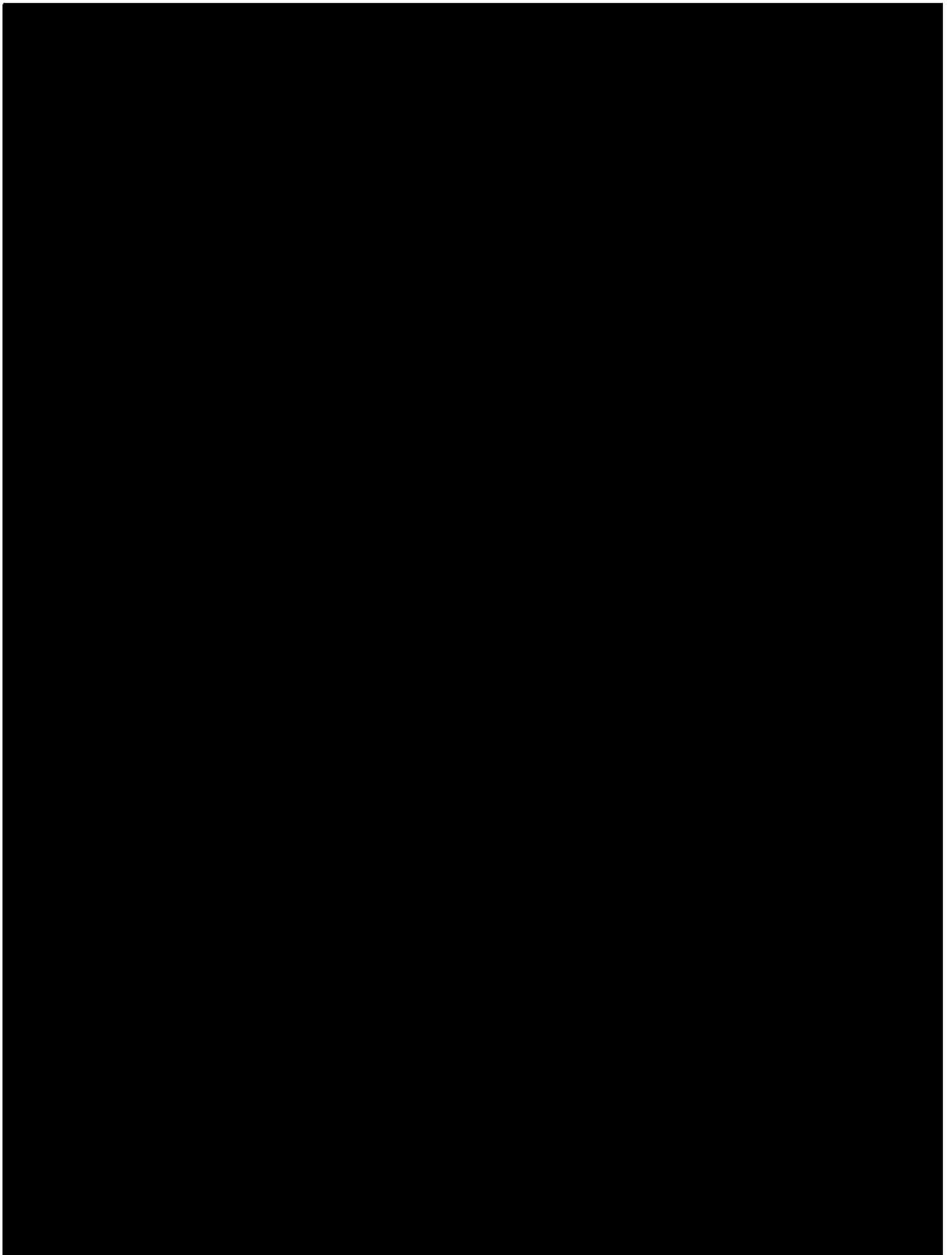


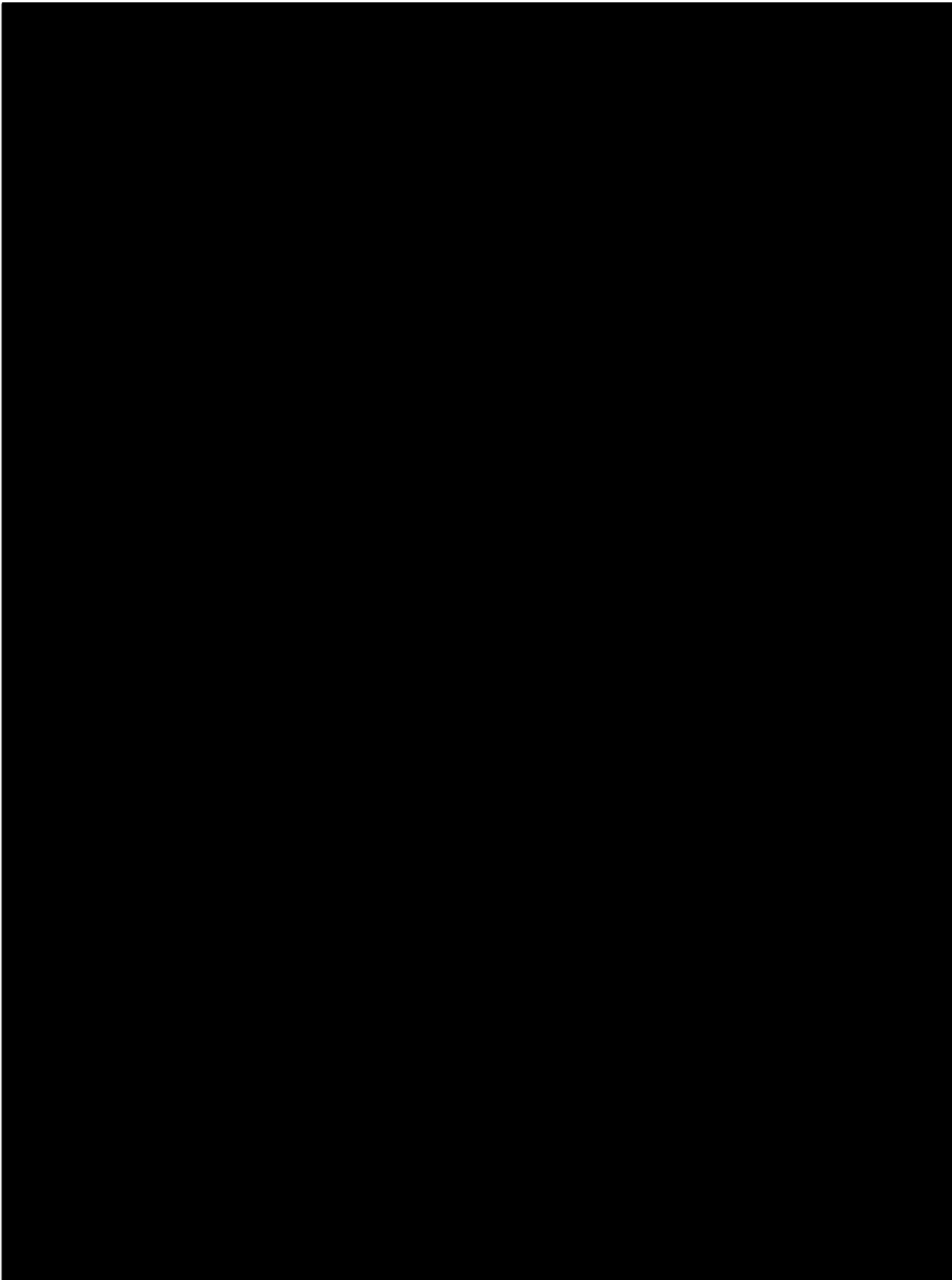


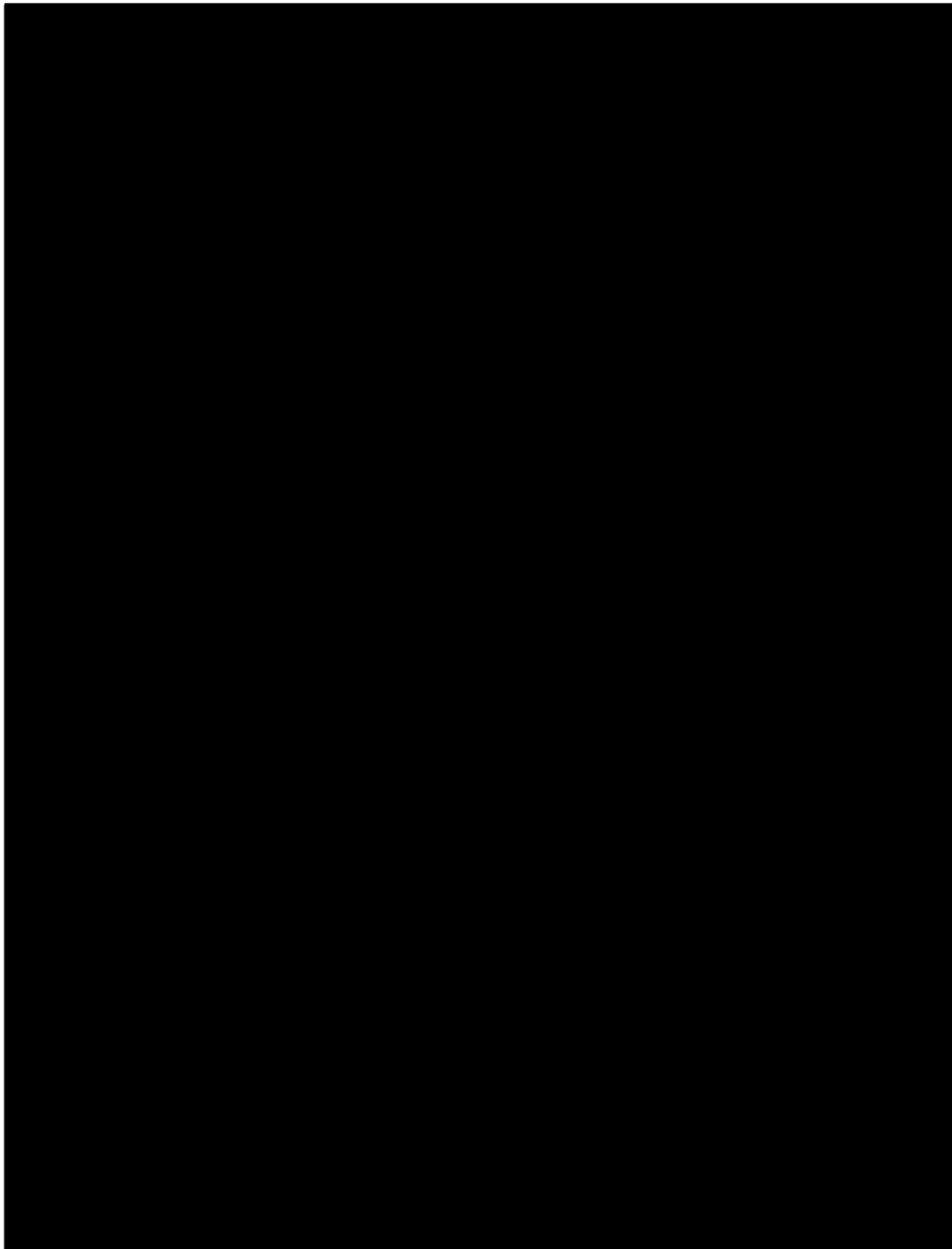


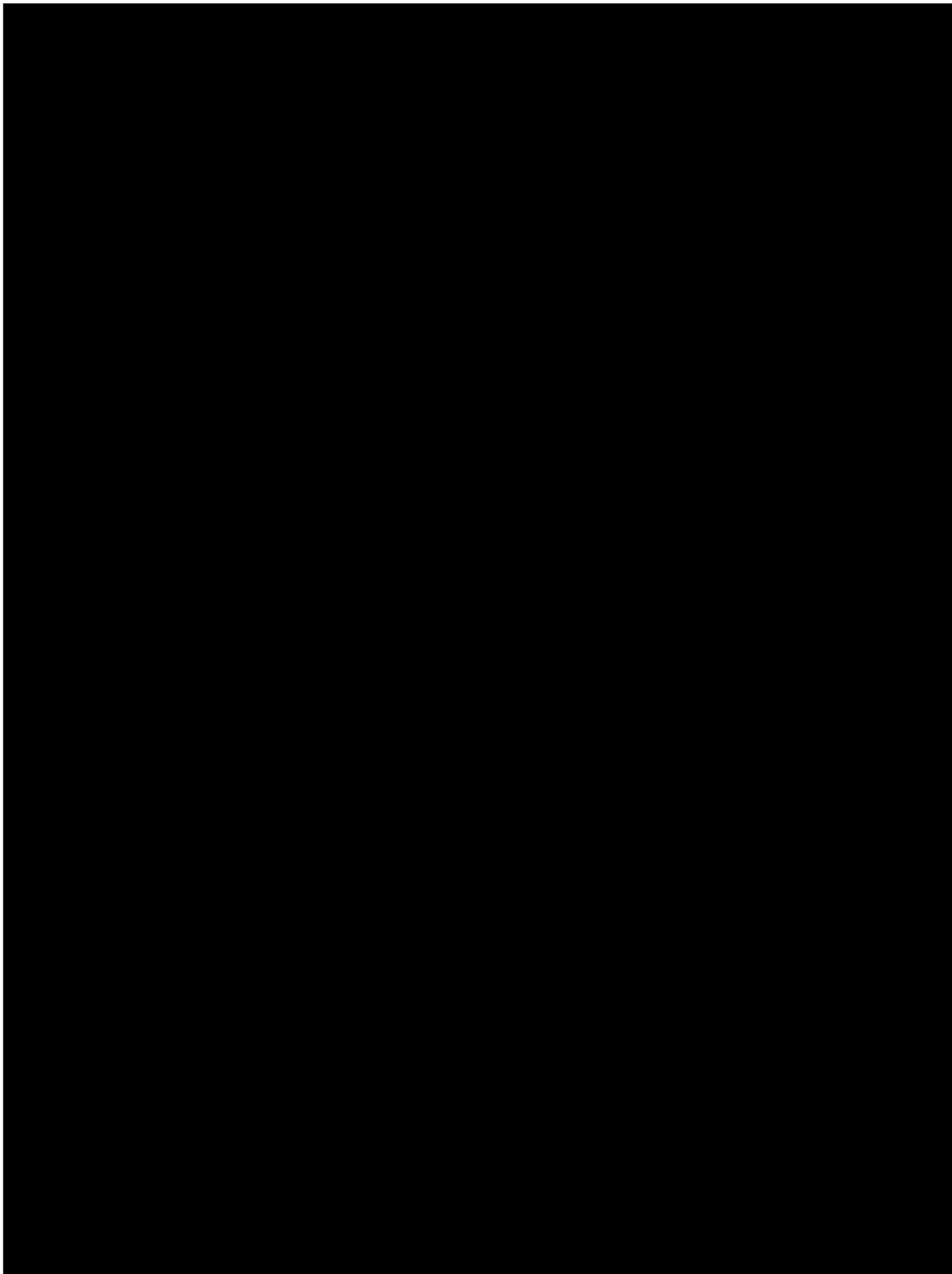


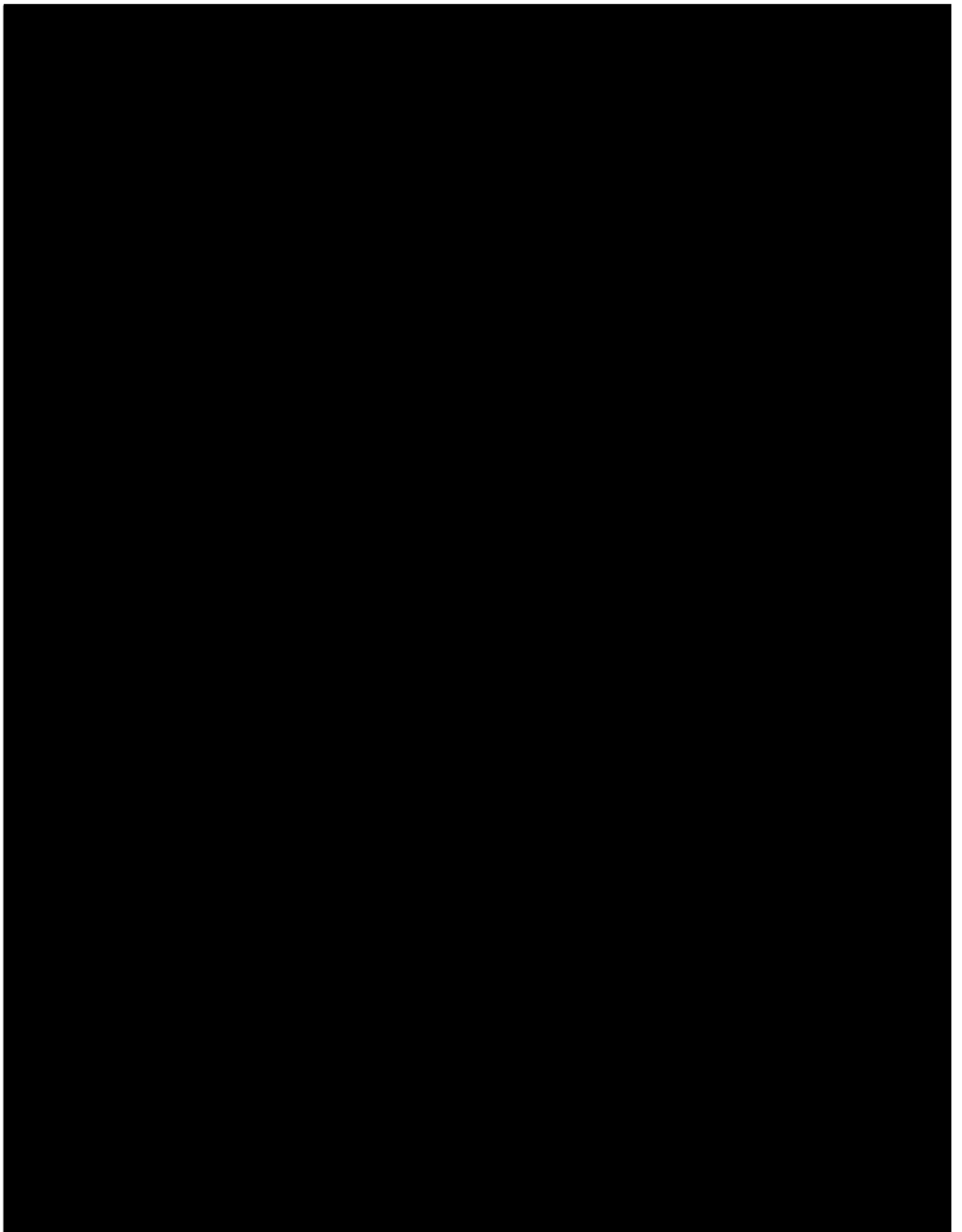


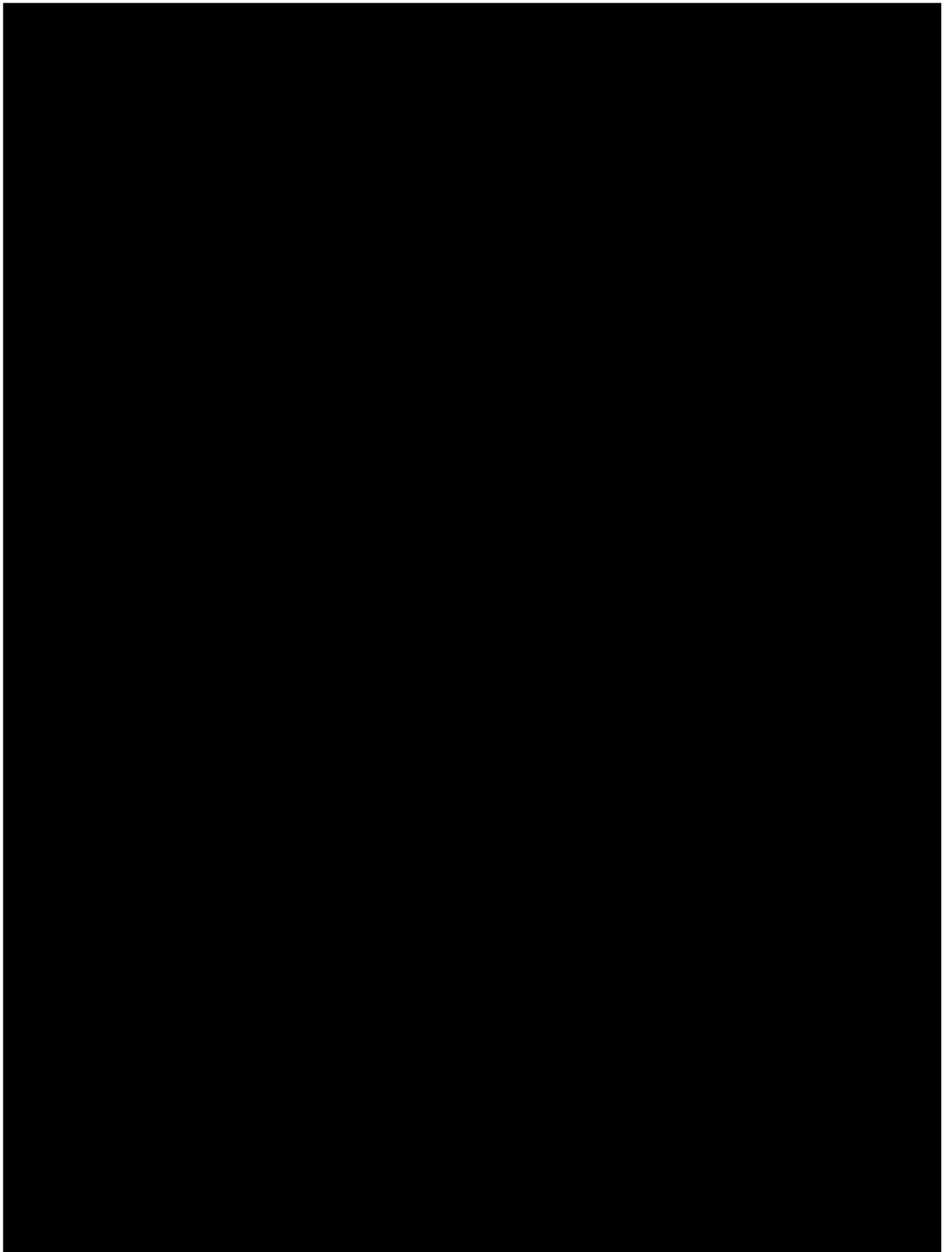


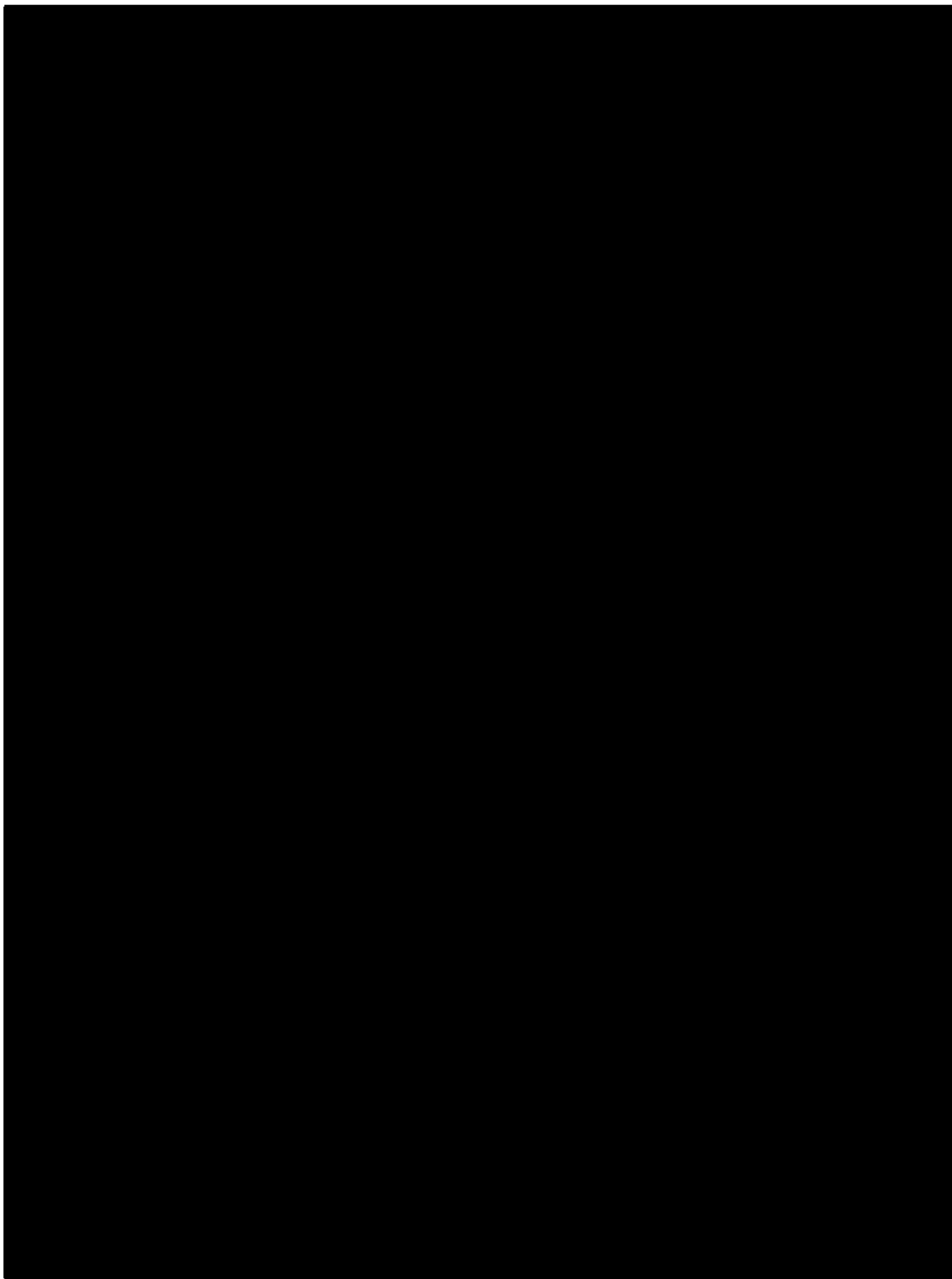


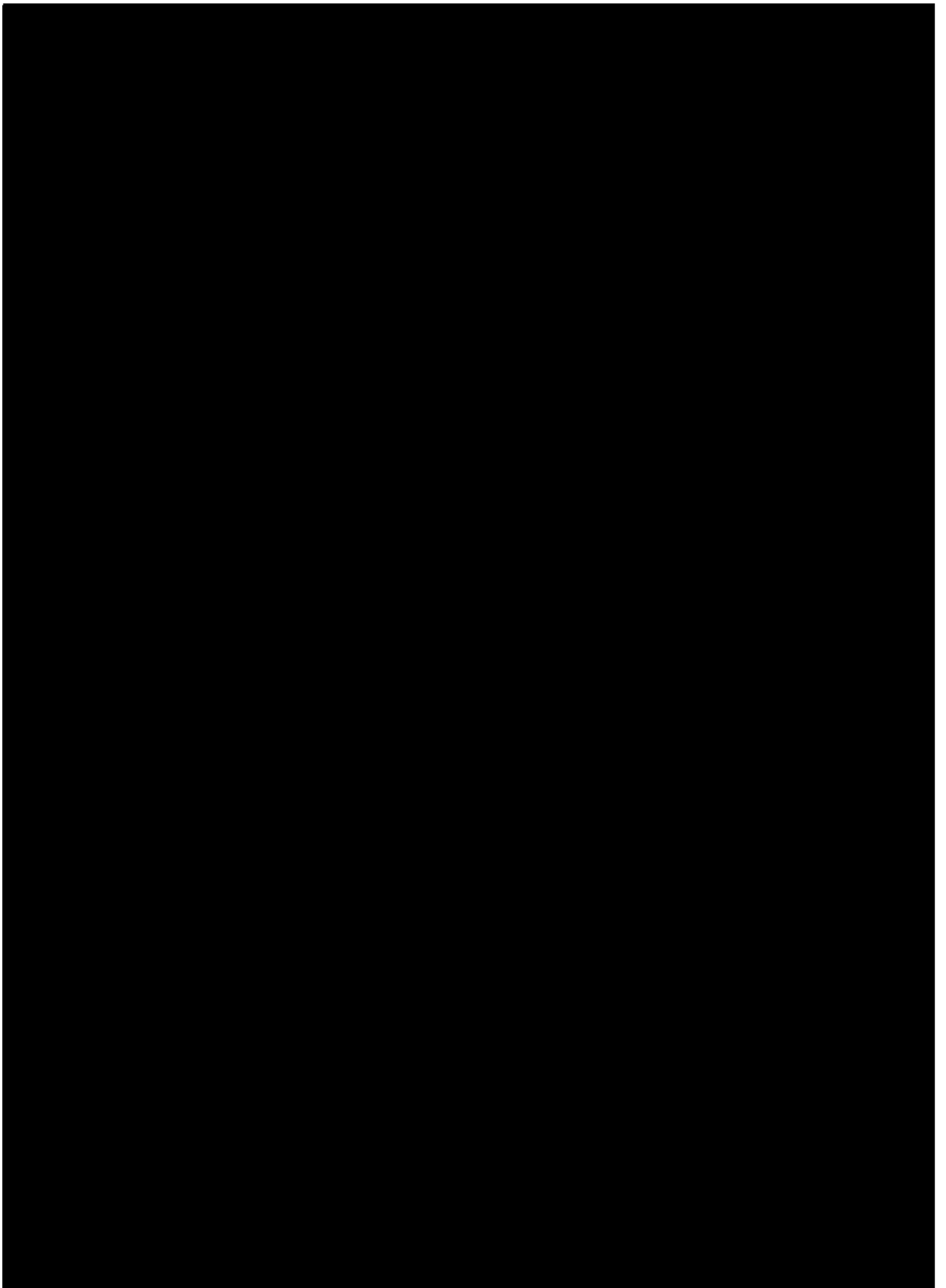


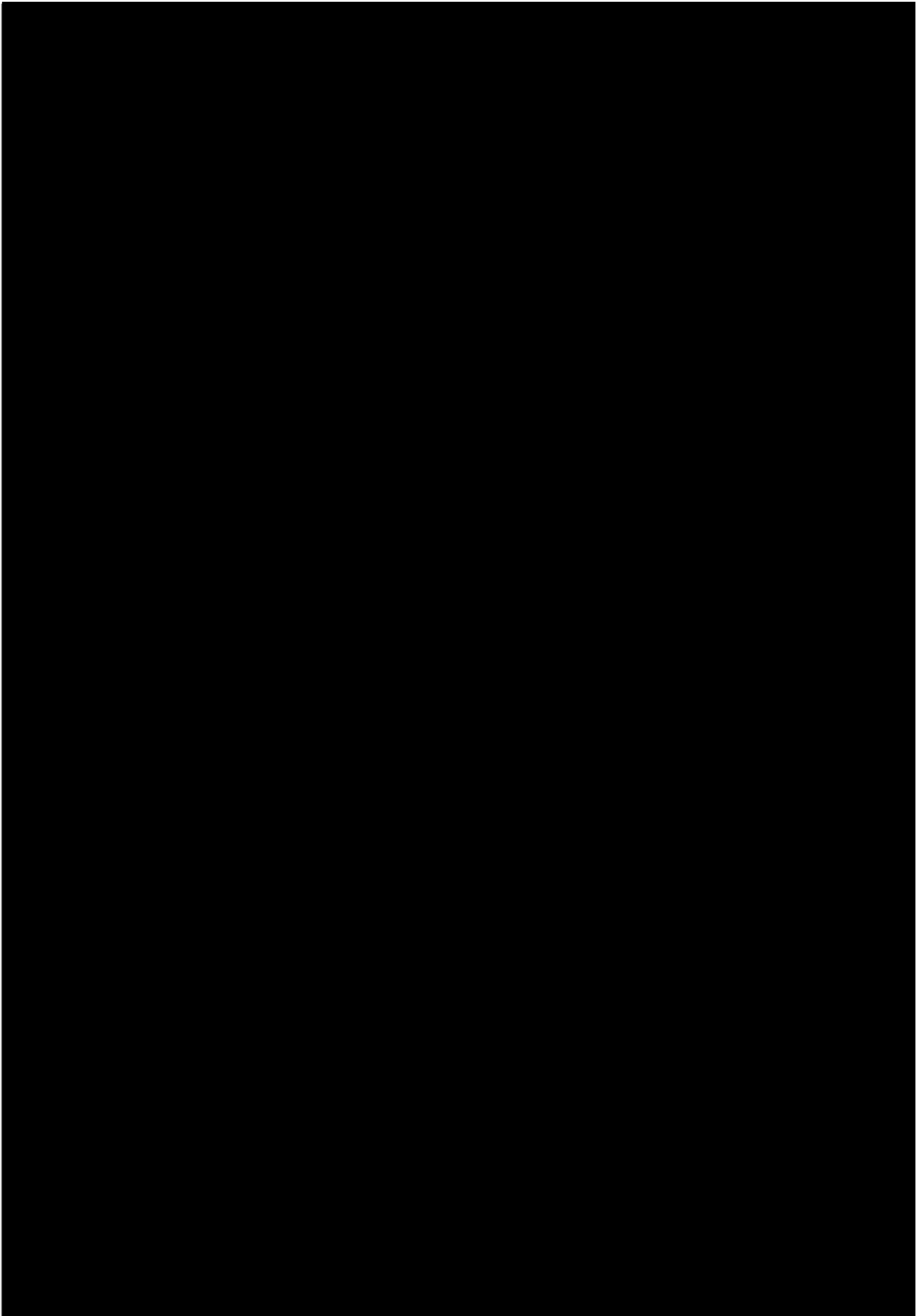


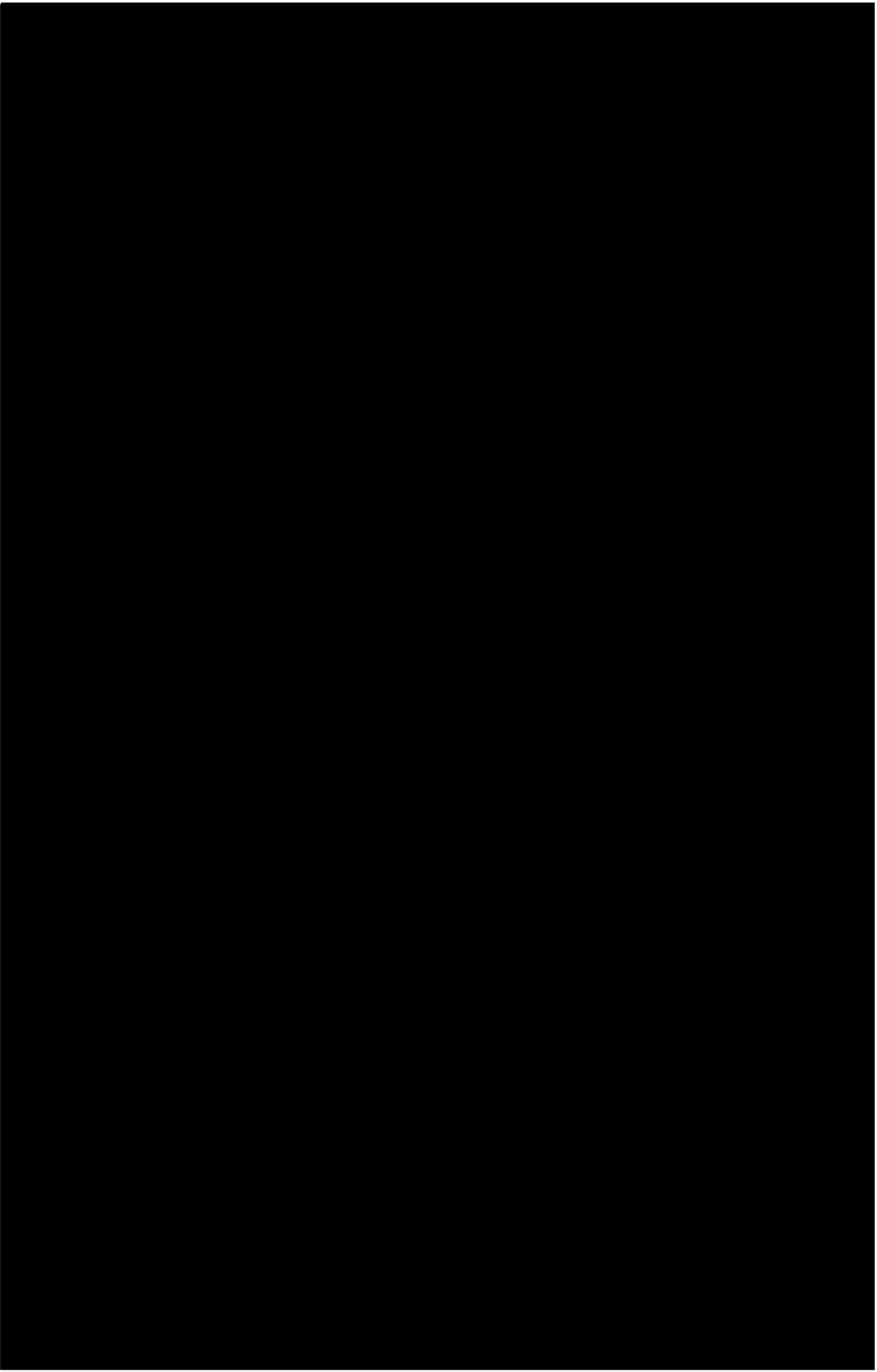






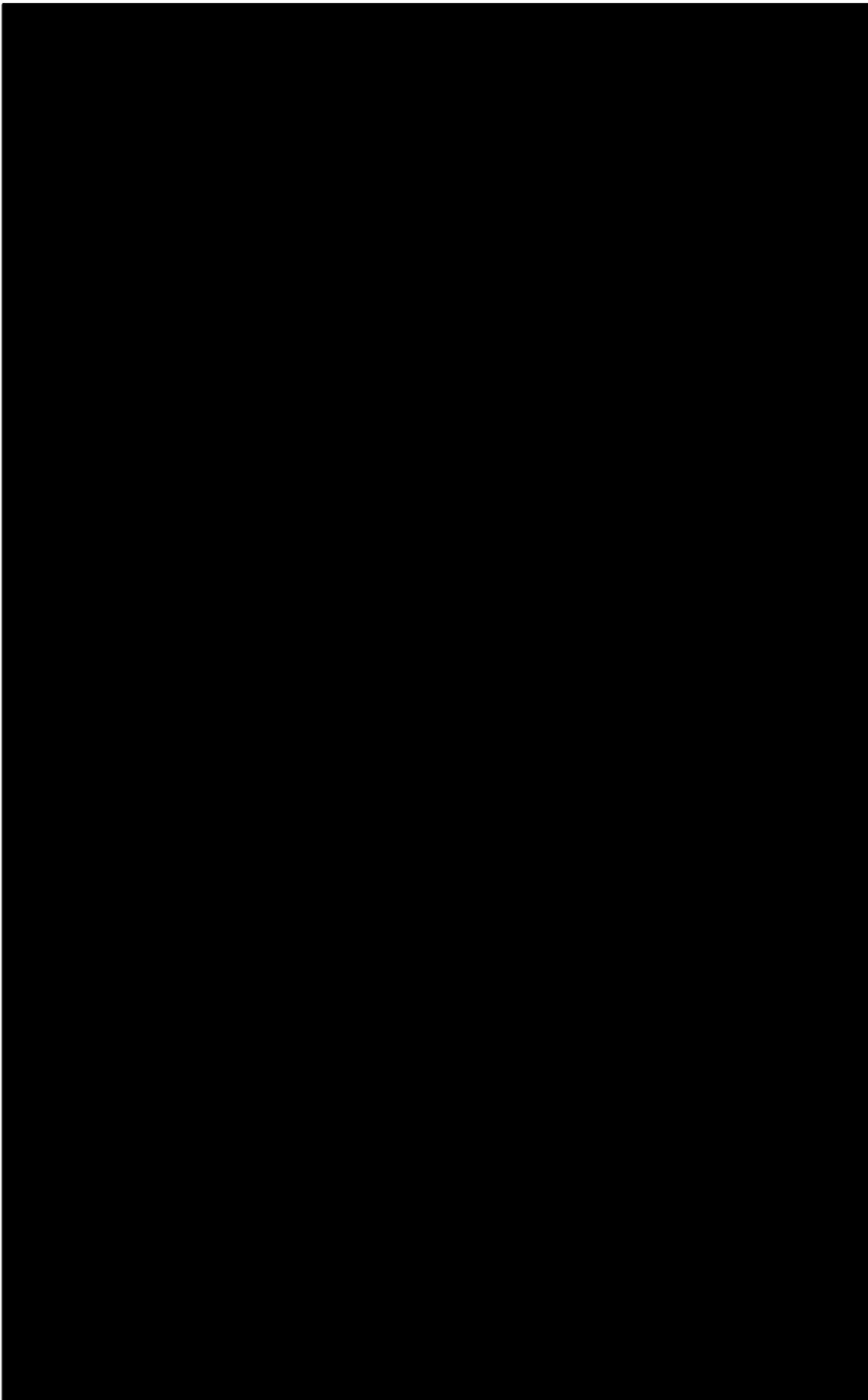








Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



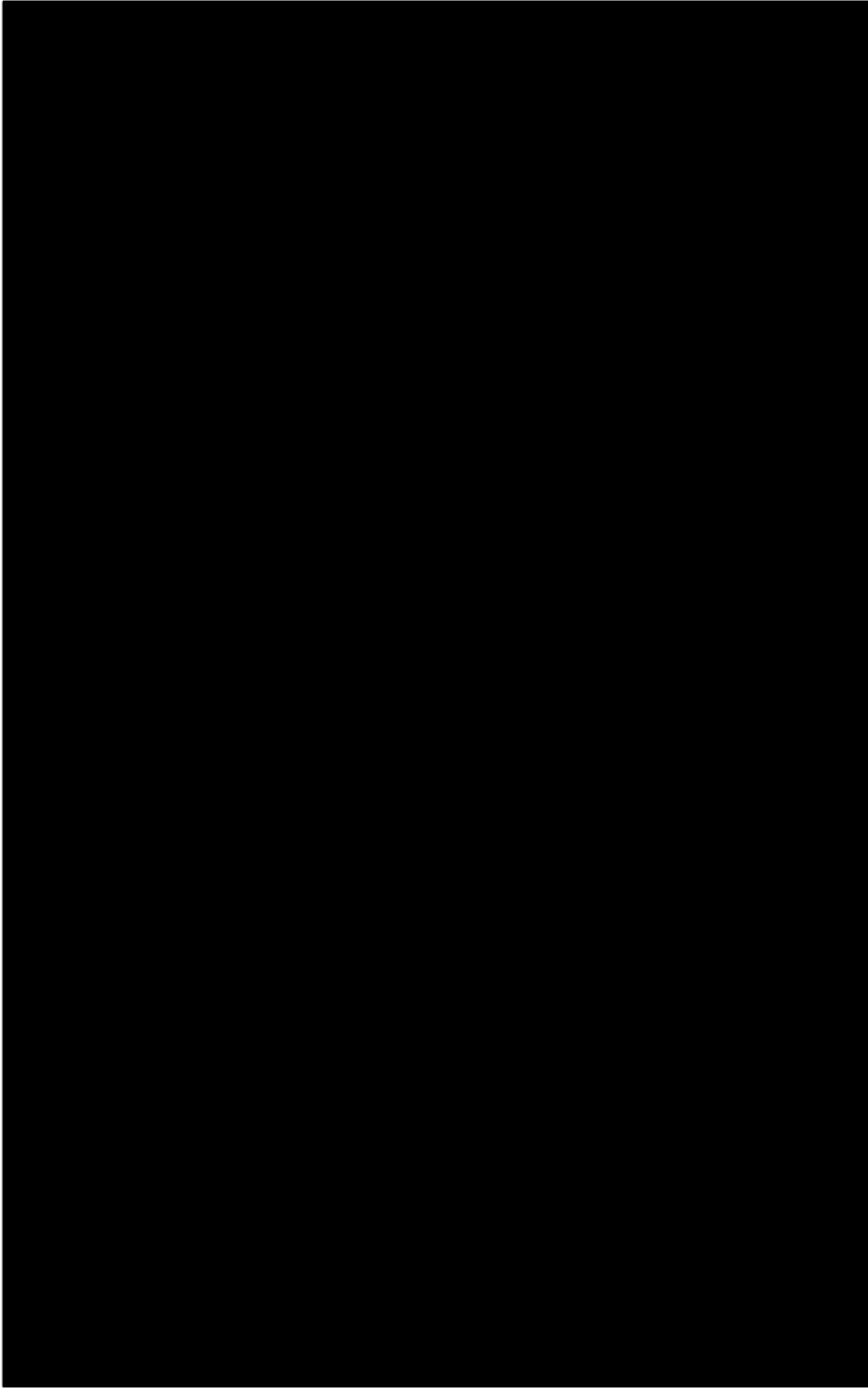
Proprietary and confidential to Accenture
© 2013 Accenture — all rights reserved

January 10, 2013

Confirmed Specifications: September 13, 2013



Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



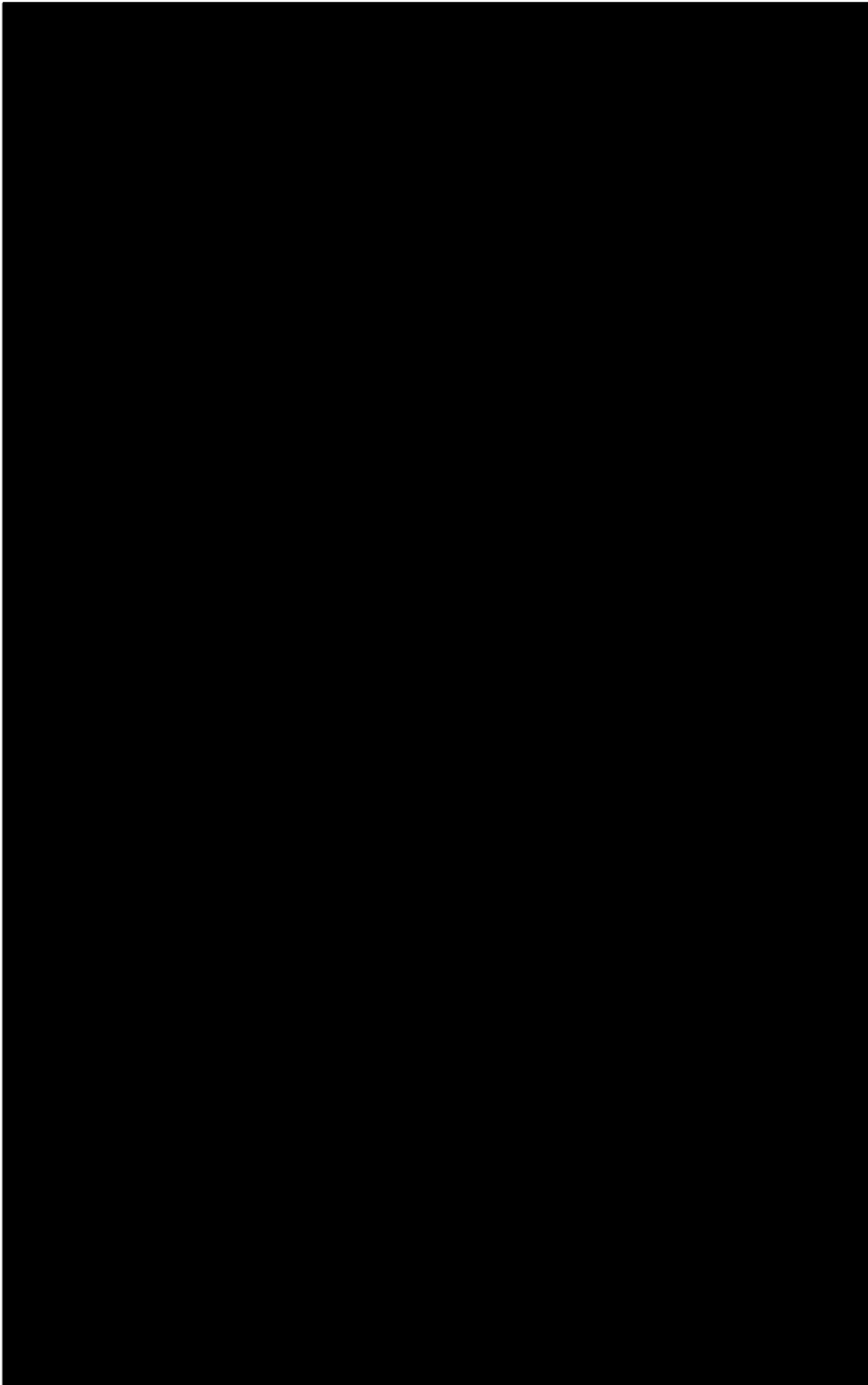
Proprietary and confidential to Accenture
© 2013 Accenture — all rights reserved

January 10, 2013

Confirmed Specifications: September 13, 2013

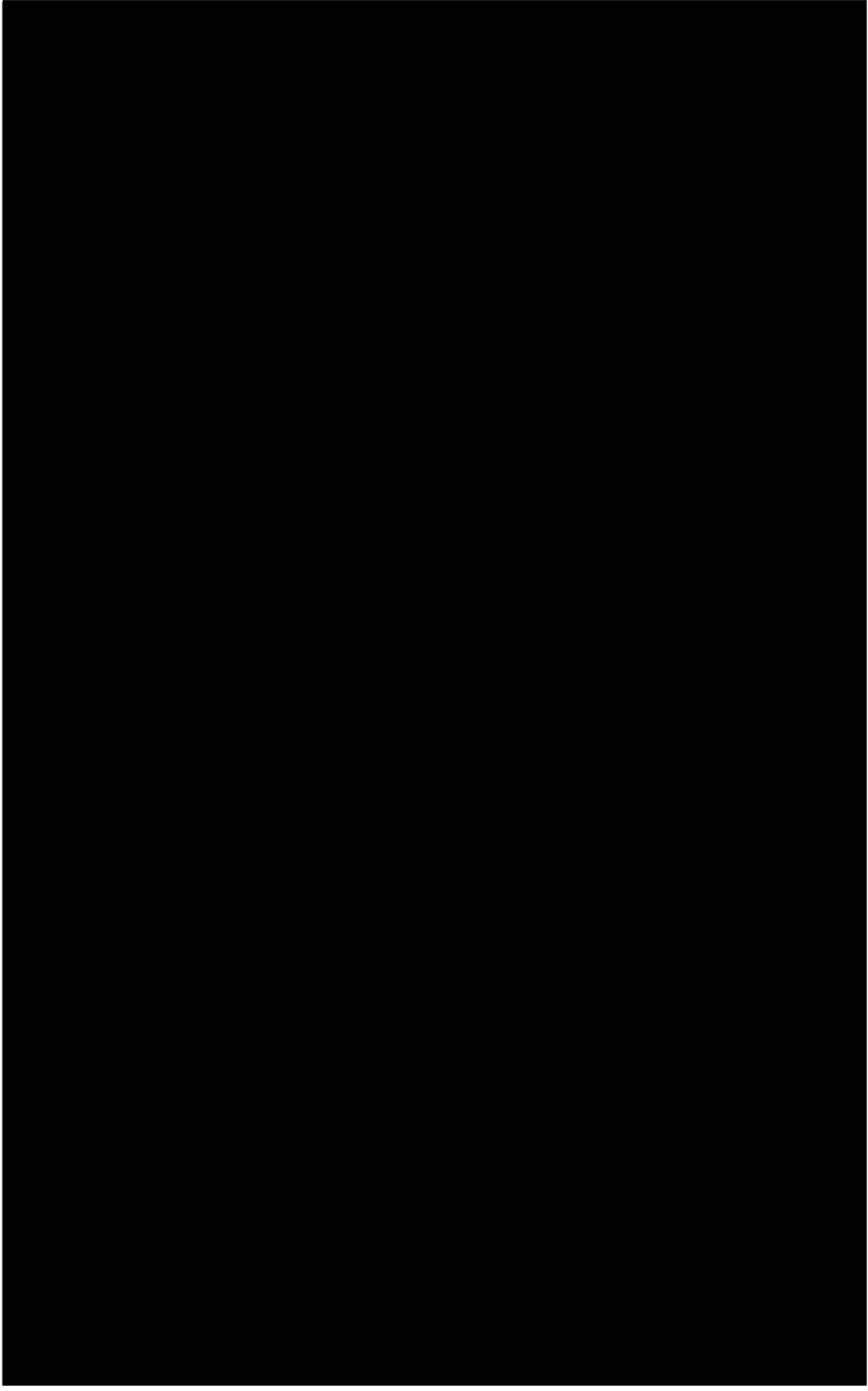


Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System





Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



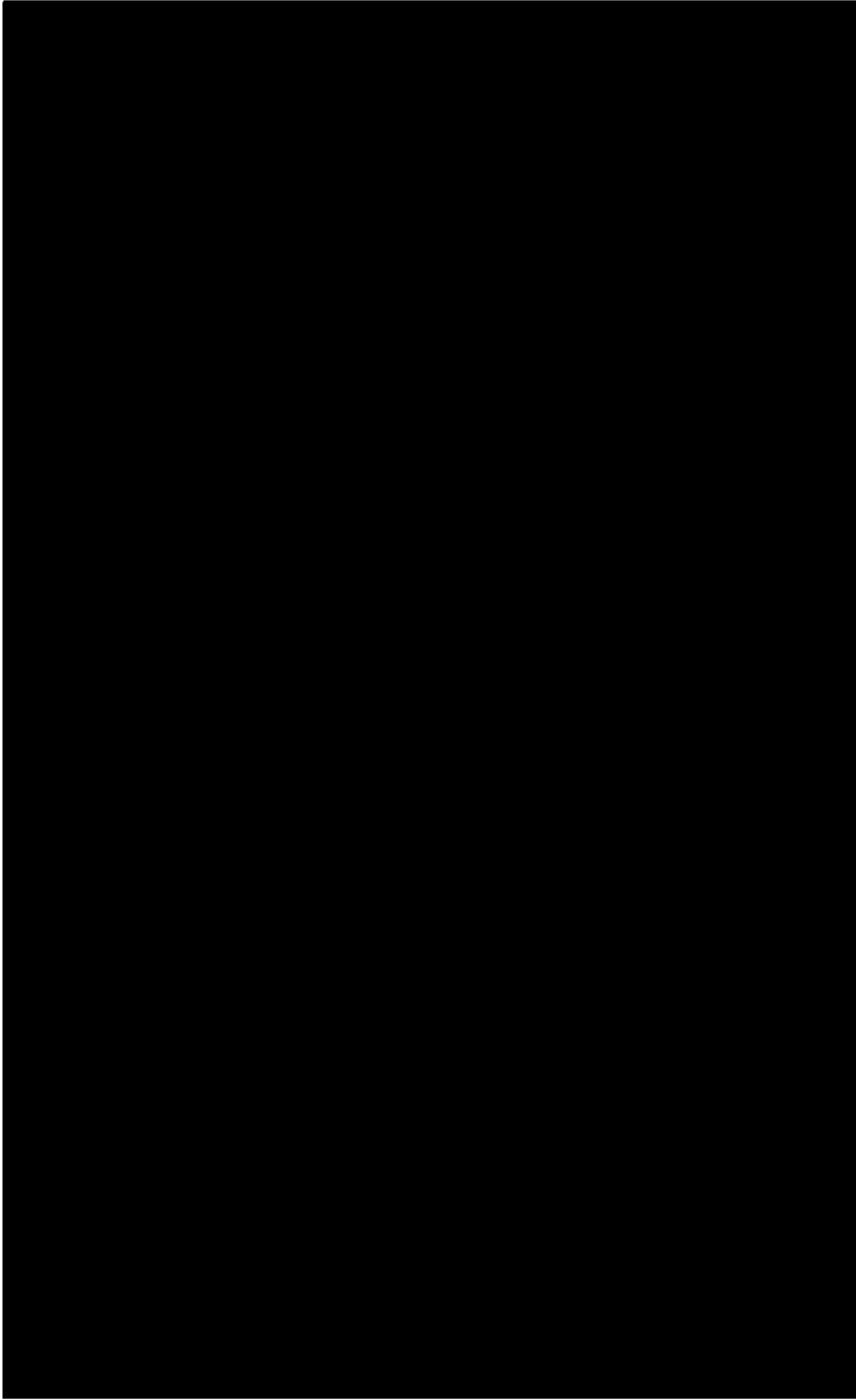
Proprietary and confidential to Accenture
© 2013 Accenture — all rights reserved

January 10, 2013

Conformed Specifications: September 13, 2013



Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



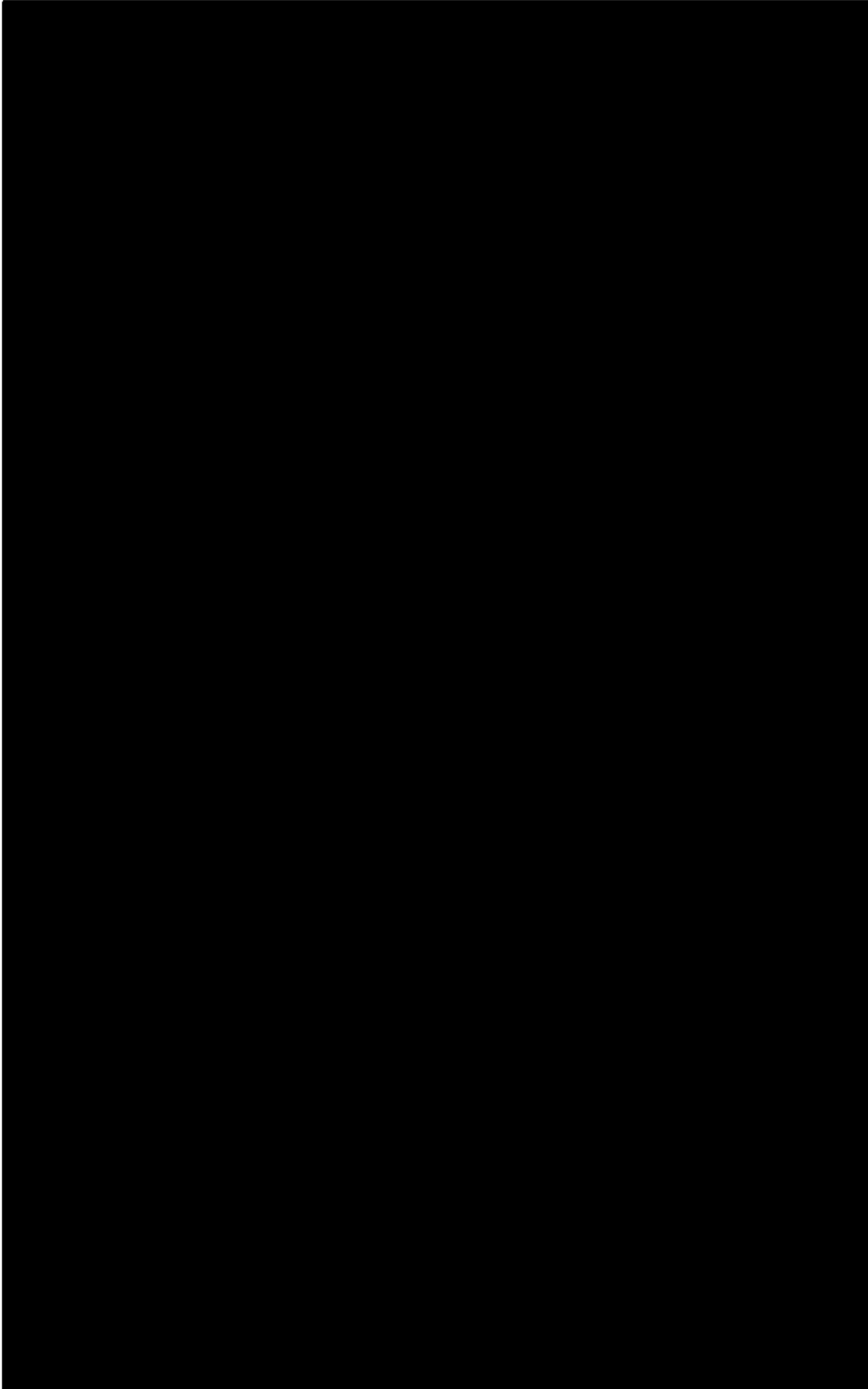
Proprietary and confidential to Accenture
© 2013 Accenture — all rights reserved

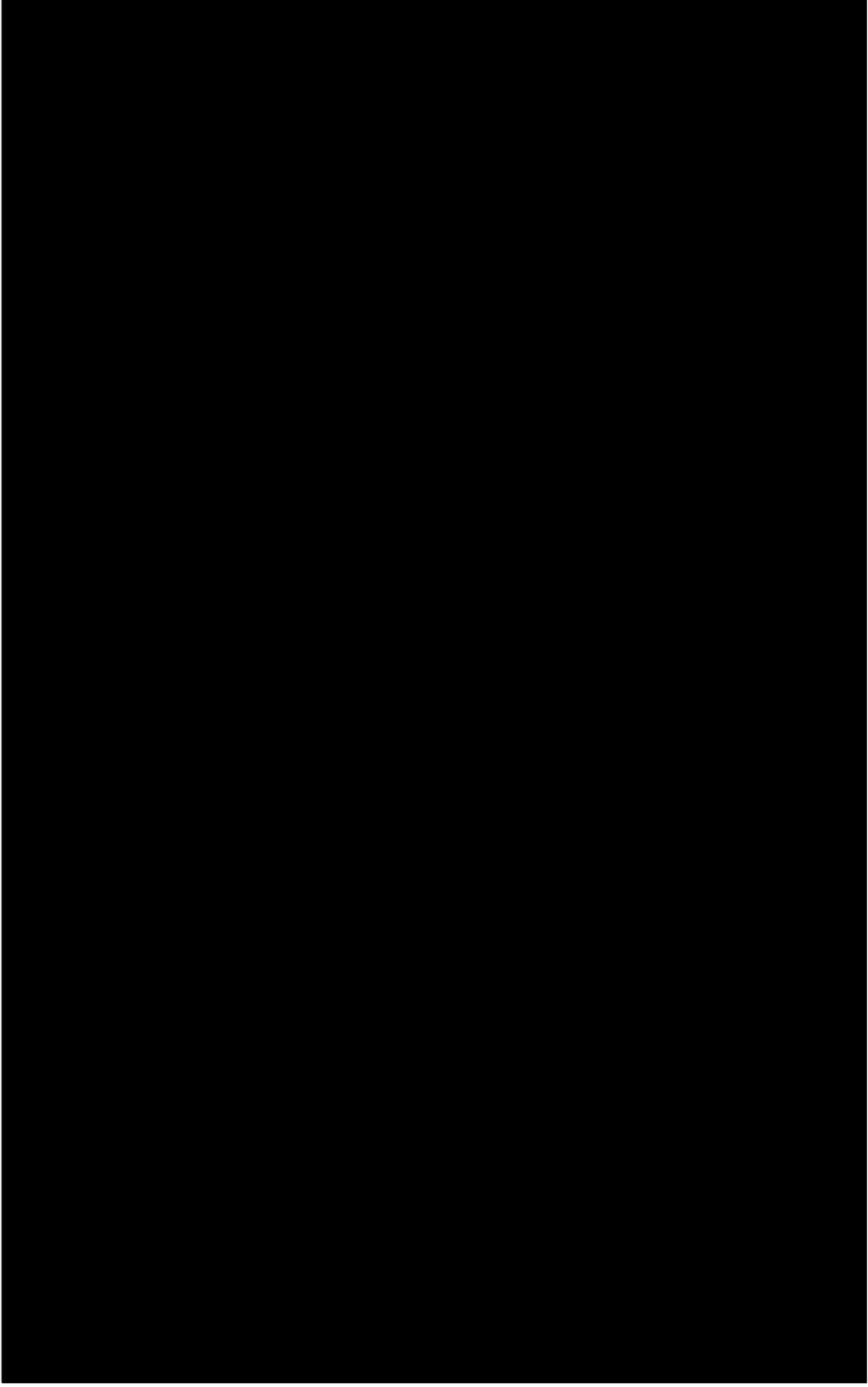
January 10, 2013

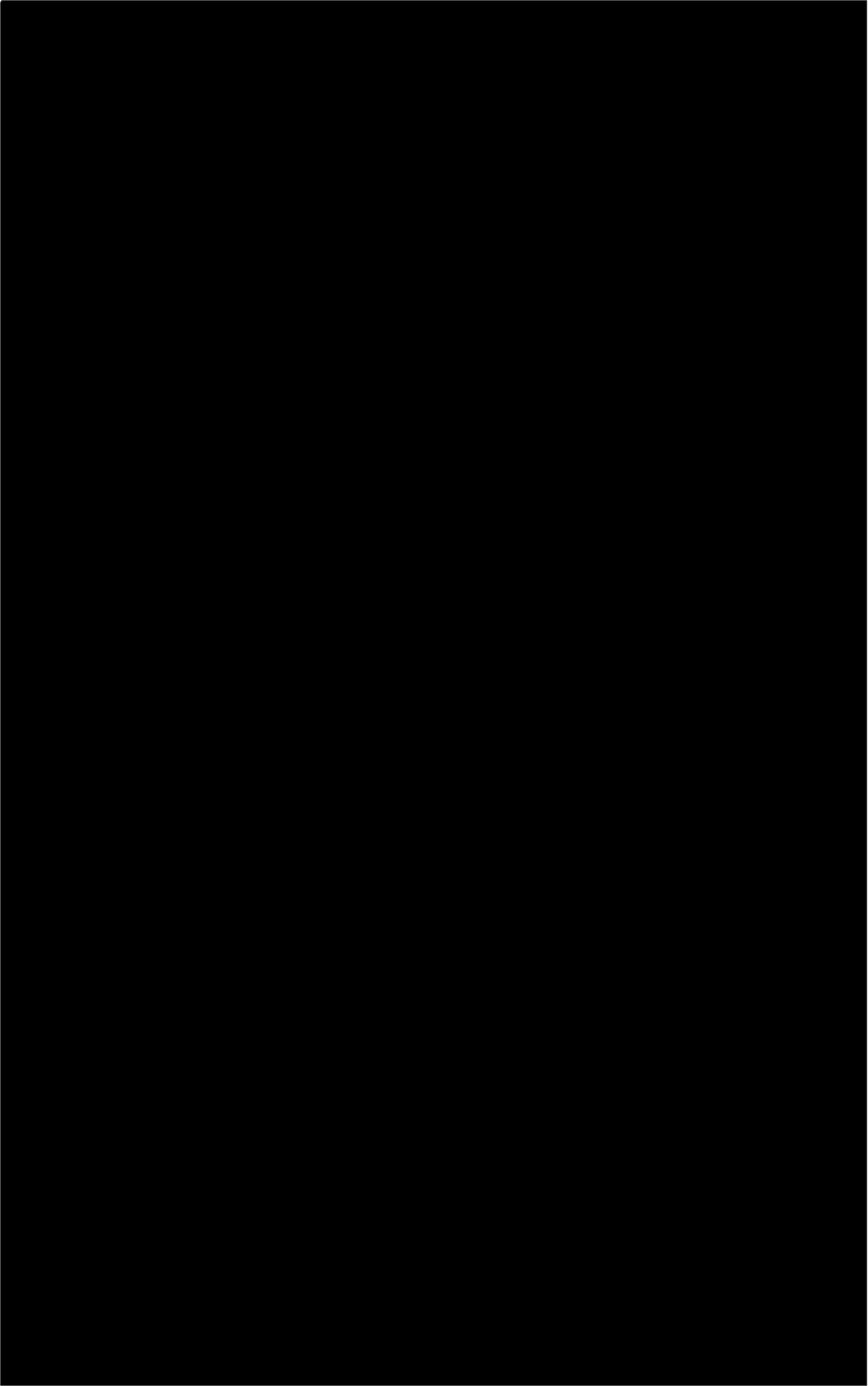
Confirmed Specifications: September 13, 2013



Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System

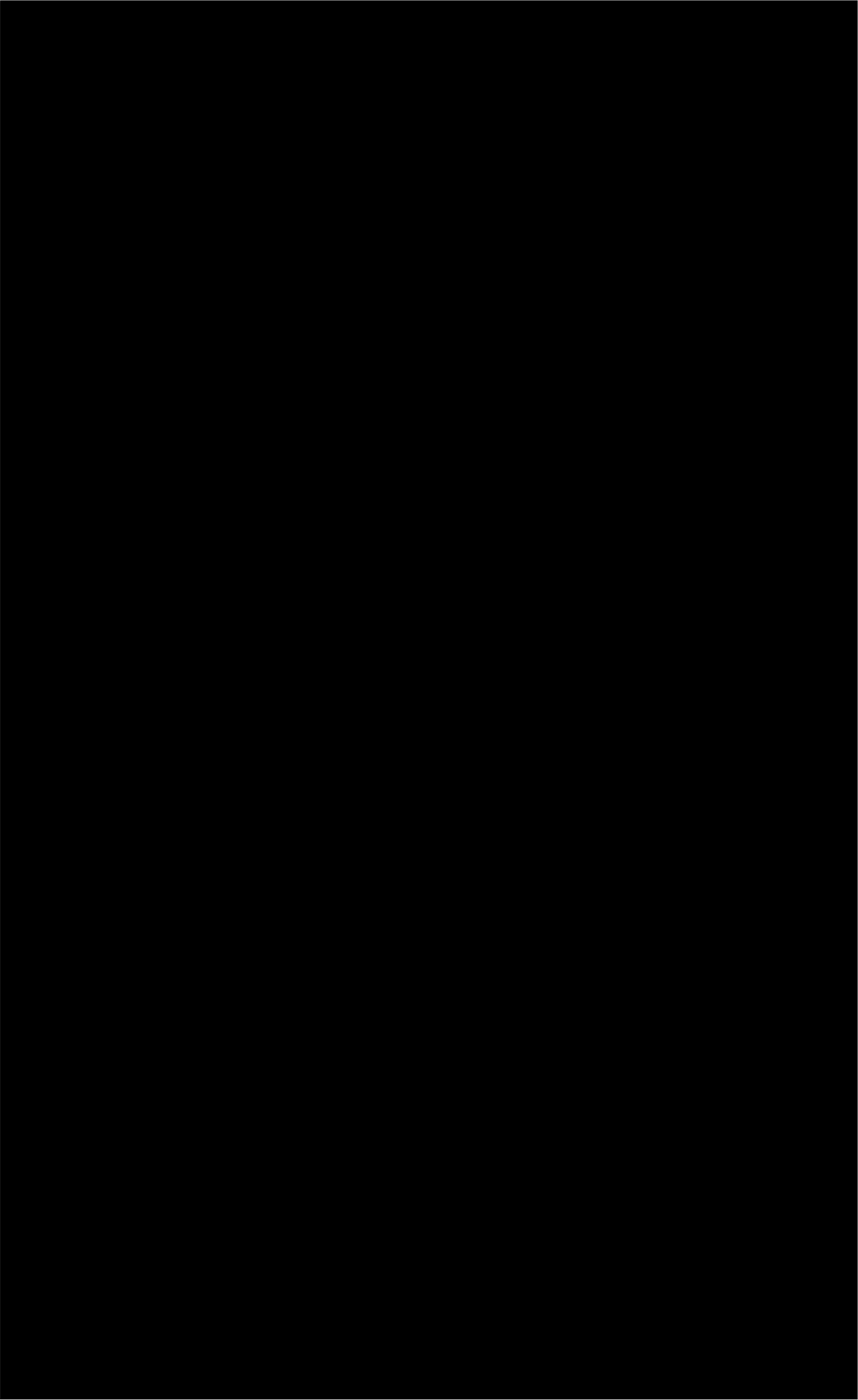






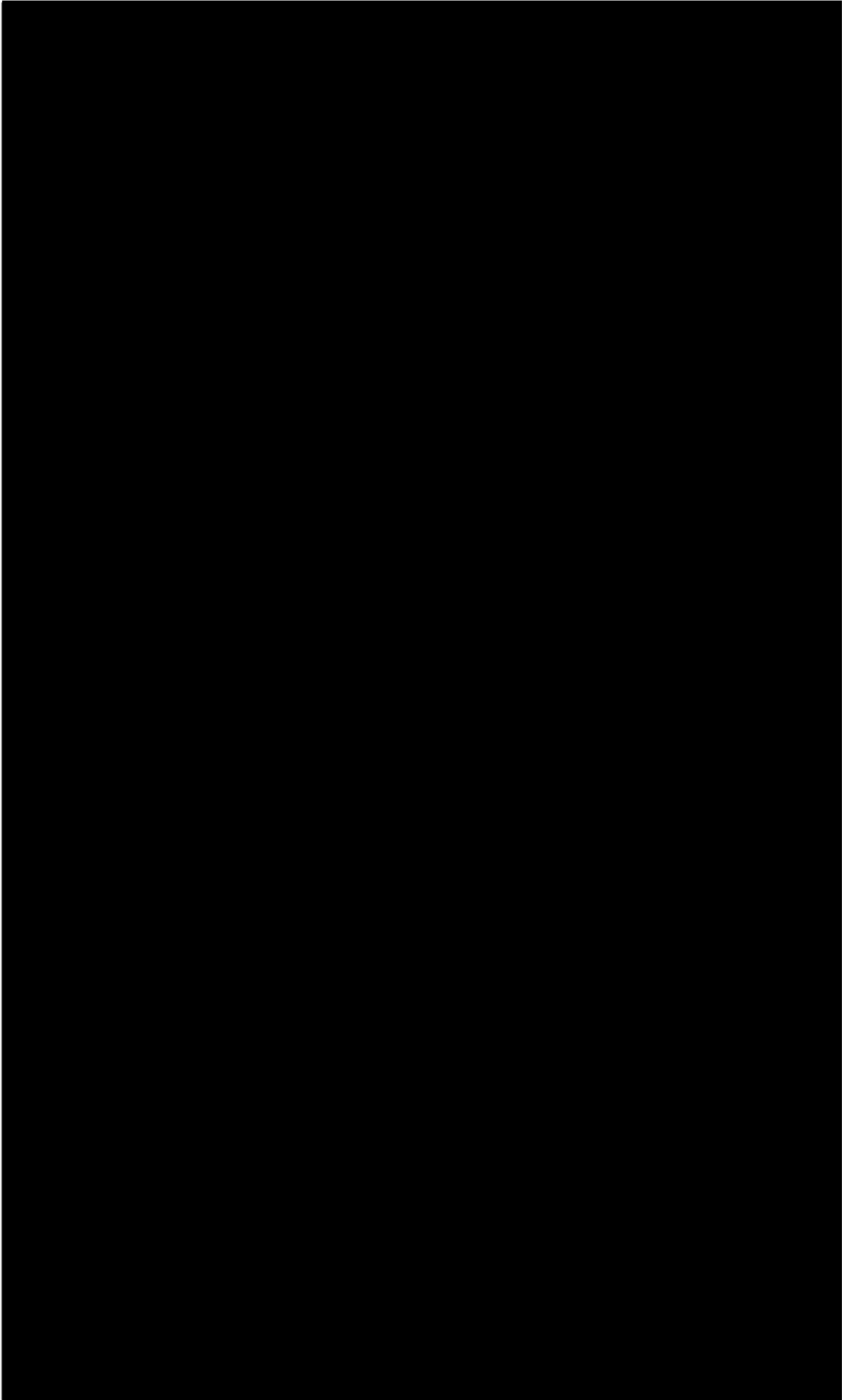


Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



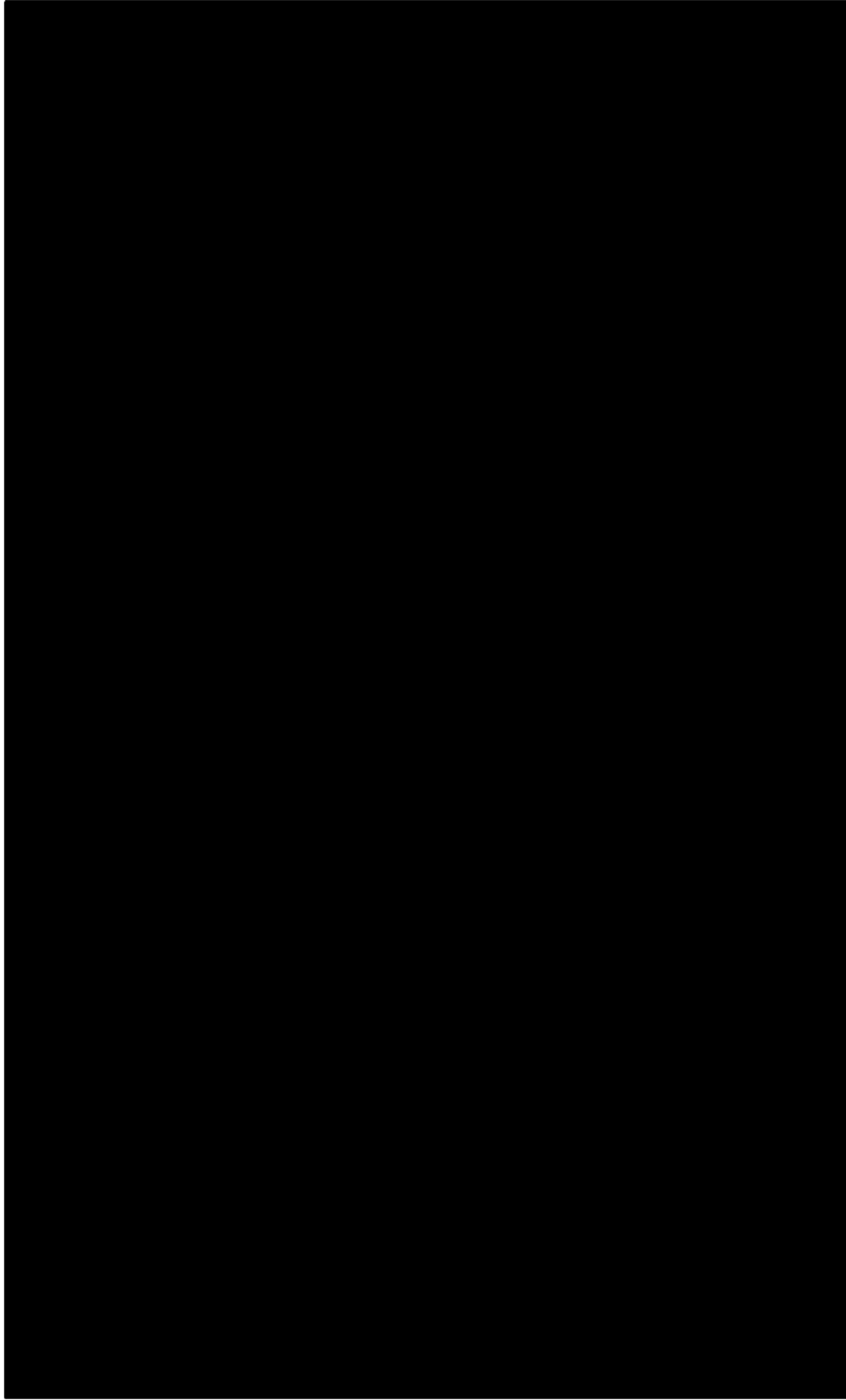


Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System





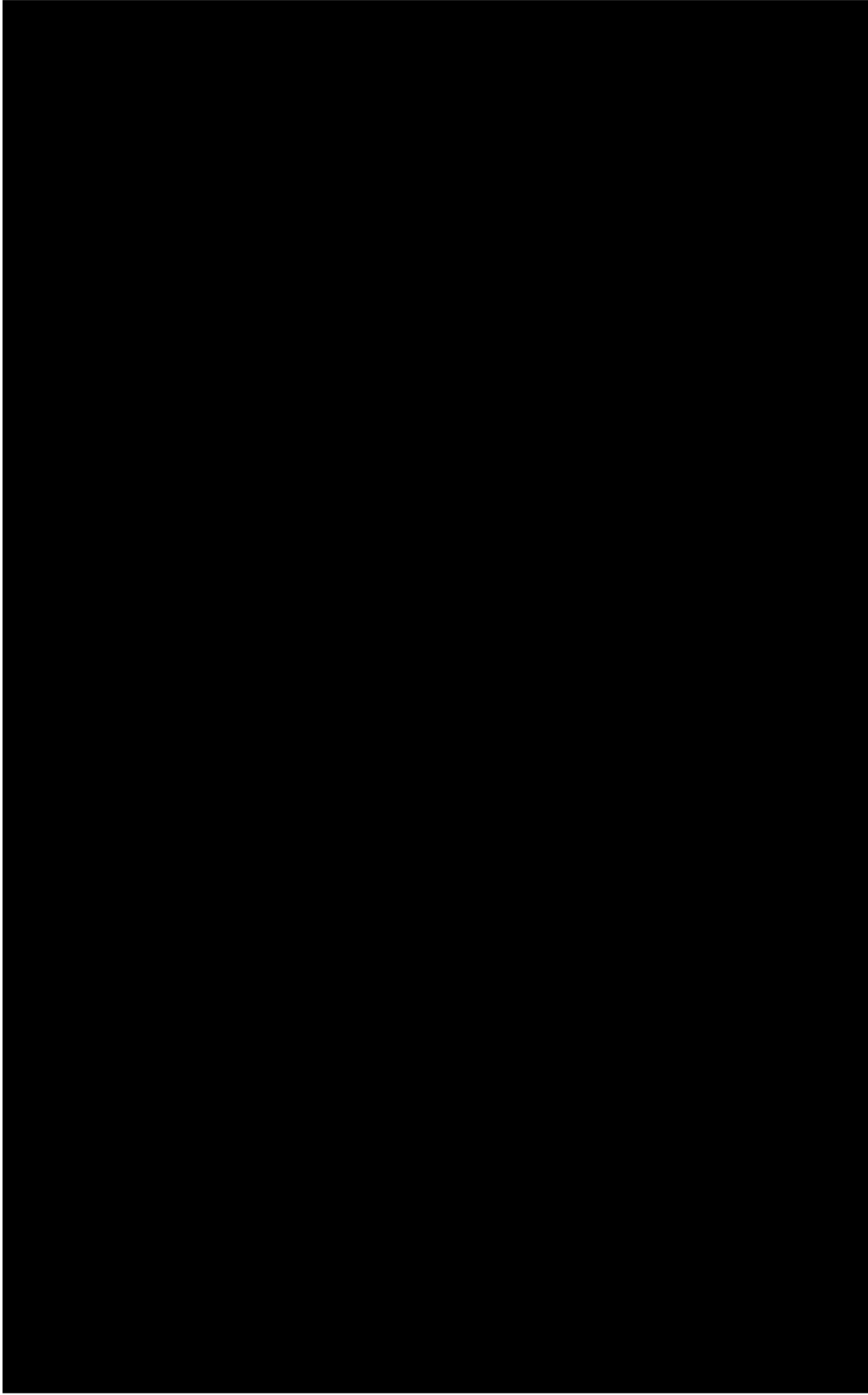
Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System

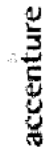


Proprietary and confidential to Accenture
© 2013 Accenture — all rights reserved

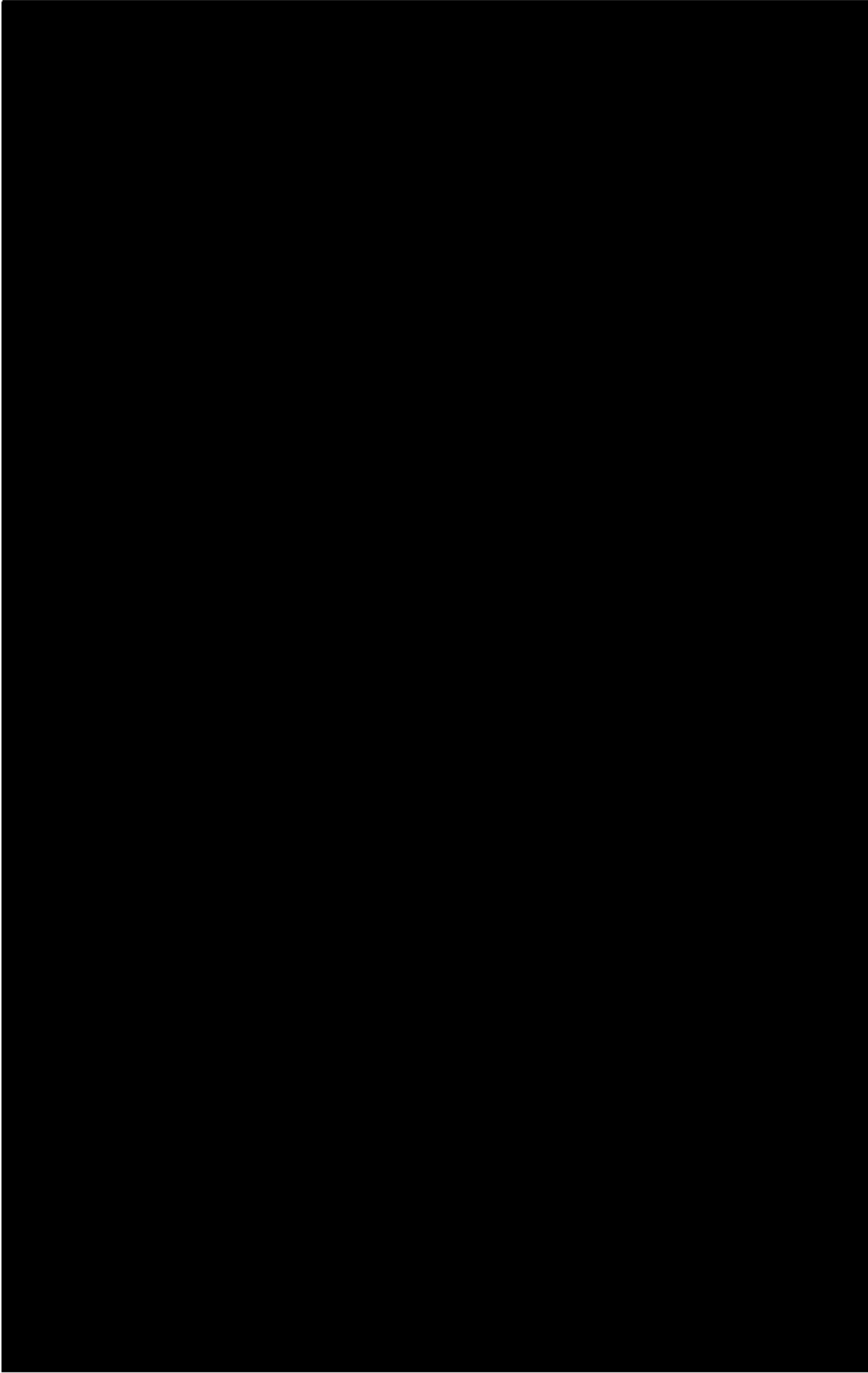
January 10, 2013

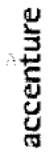
Conformed Specifications: September 13, 2013



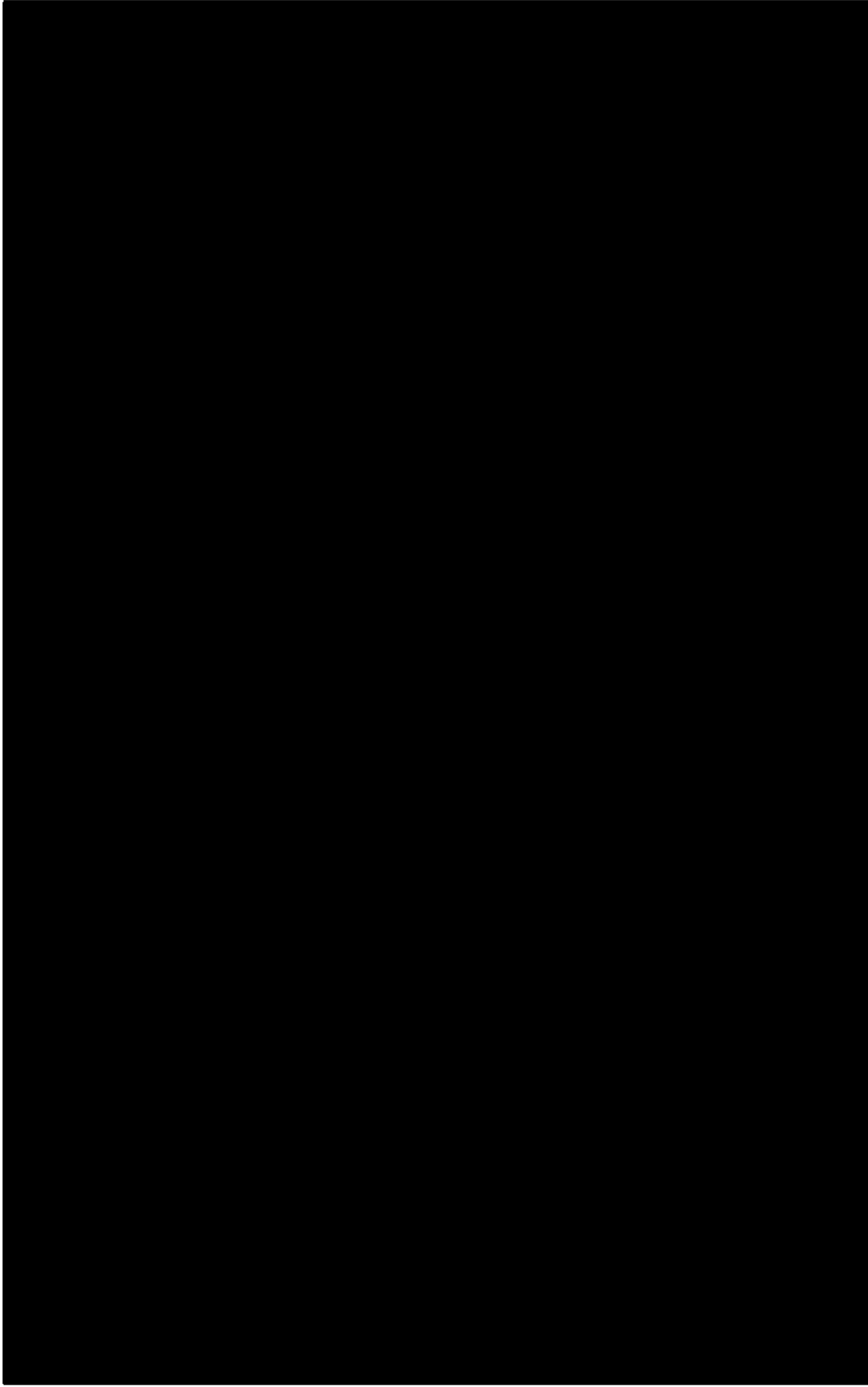


Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



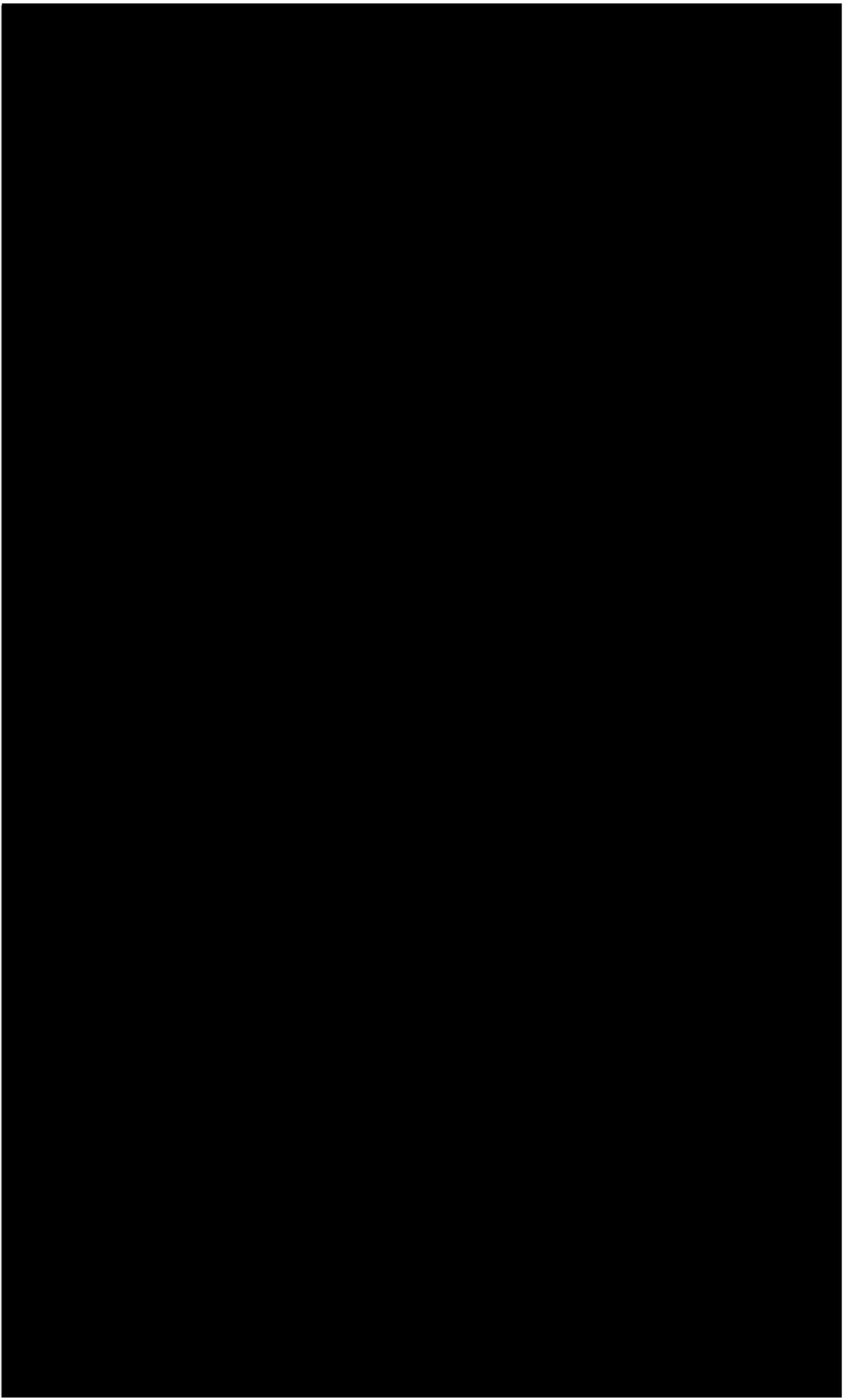


Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



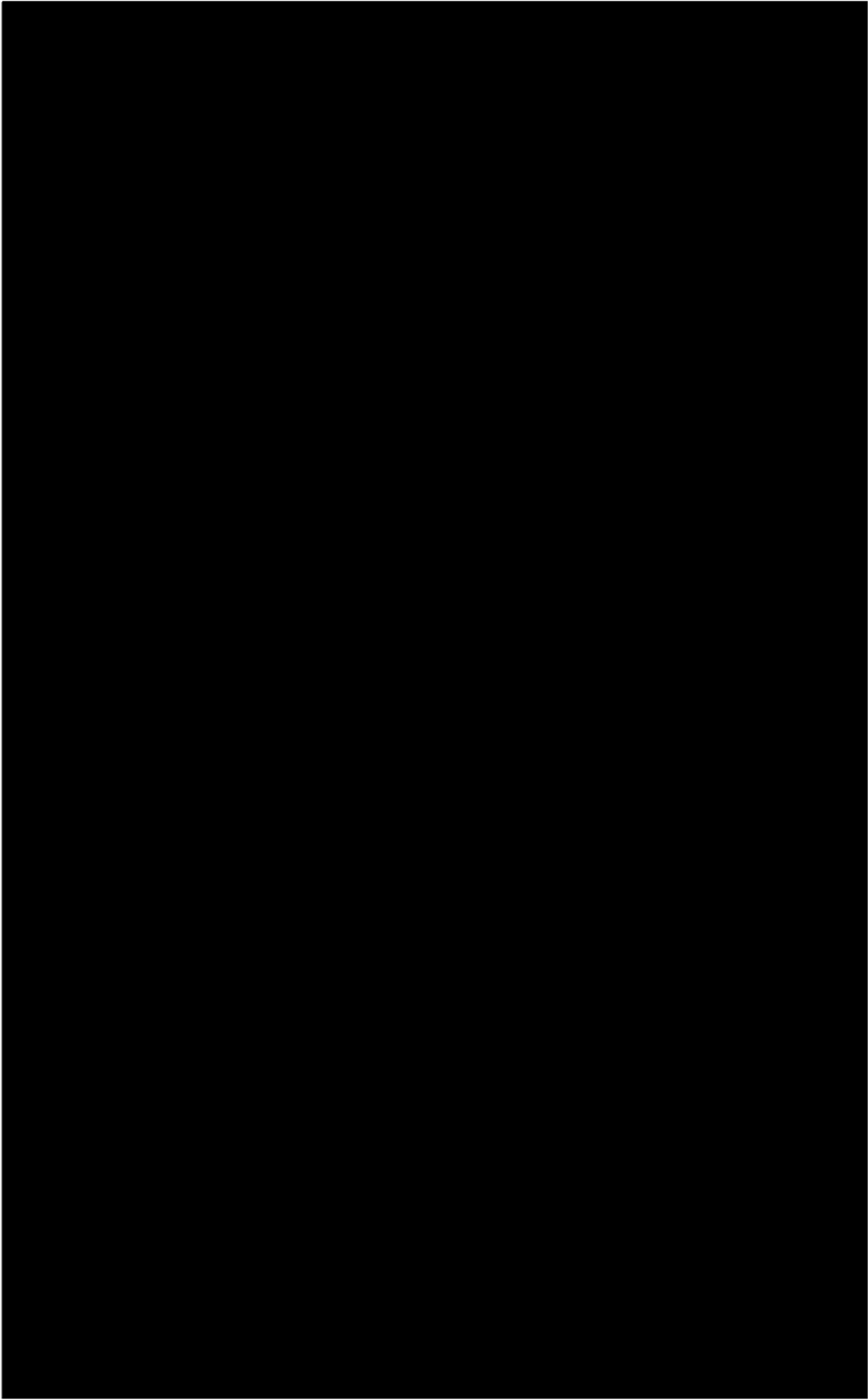


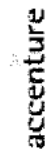
Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



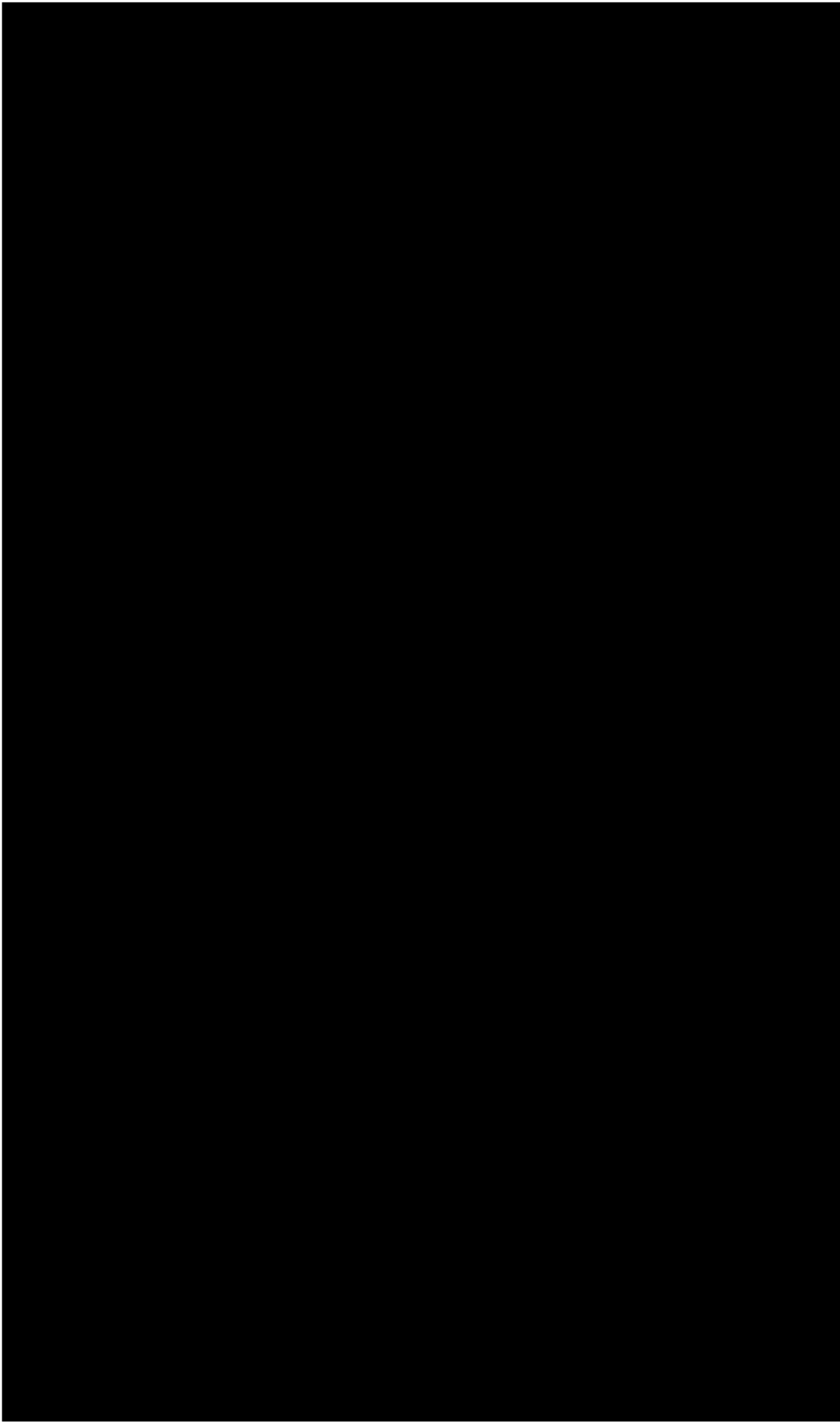


Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System





Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



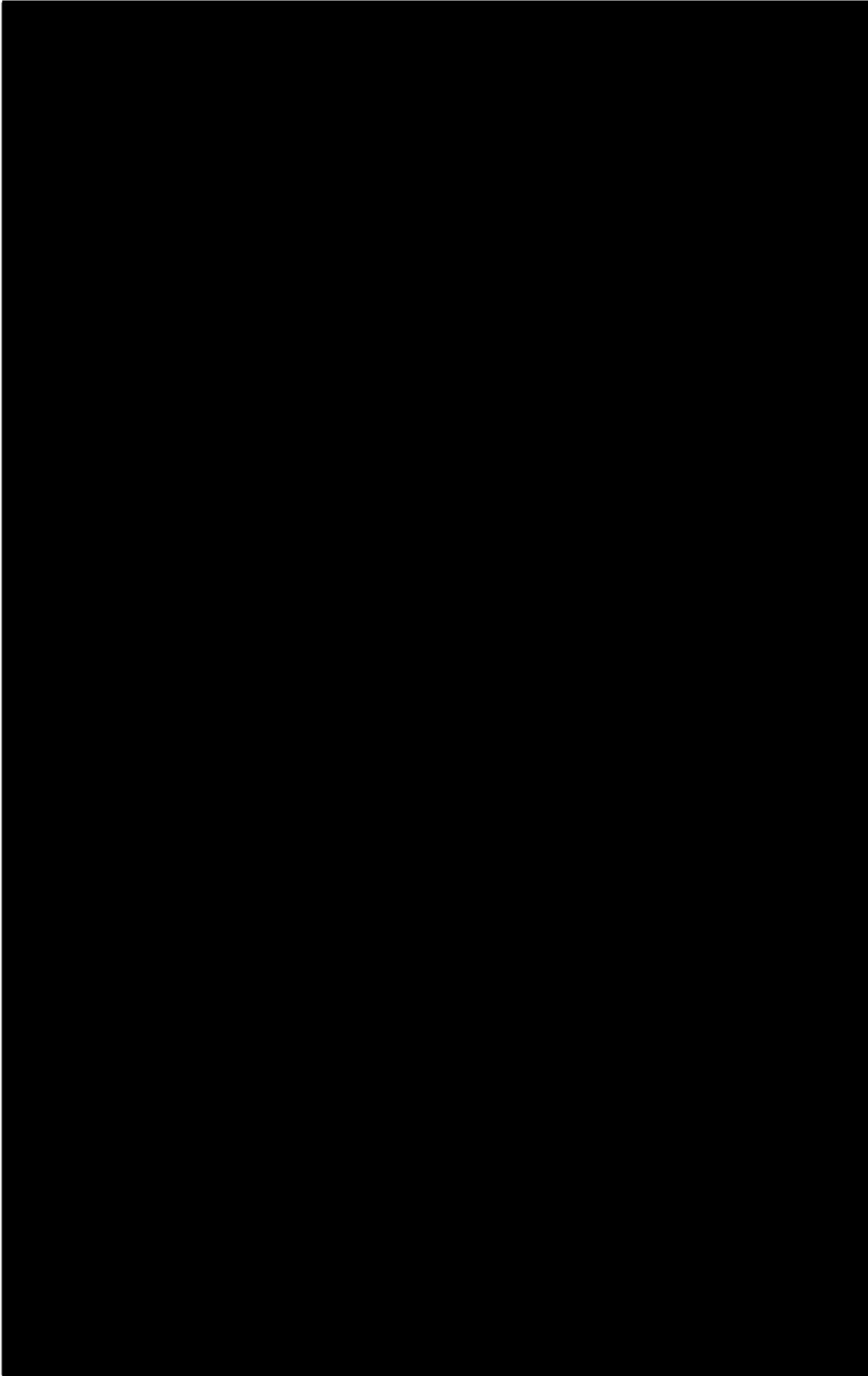
Proprietary and confidential to Accenture
© 2013 Accenture — all rights reserved

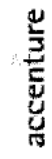
January 10, 2013

Confirmed Specifications: September 13, 2013

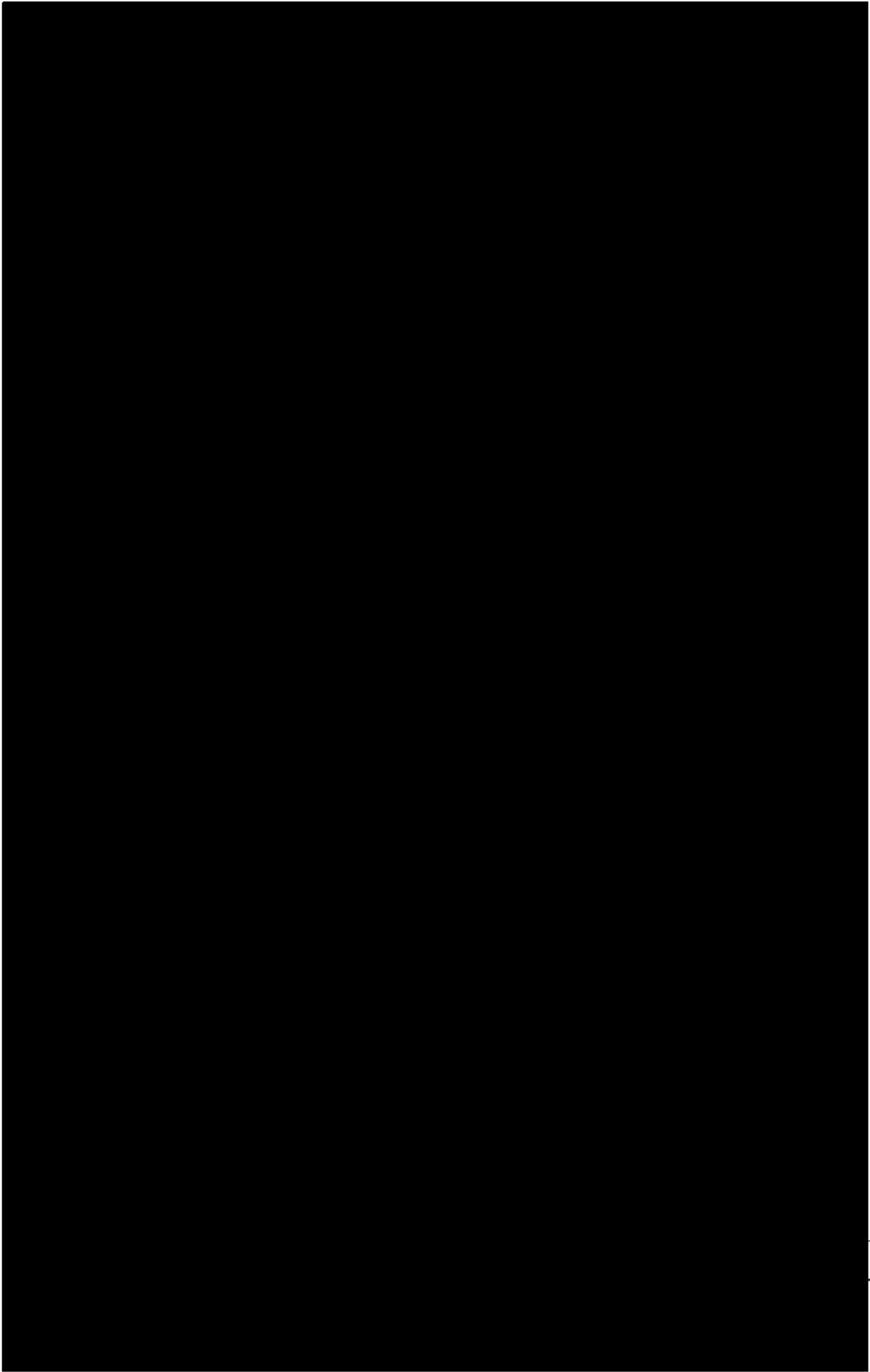


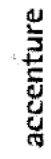
Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



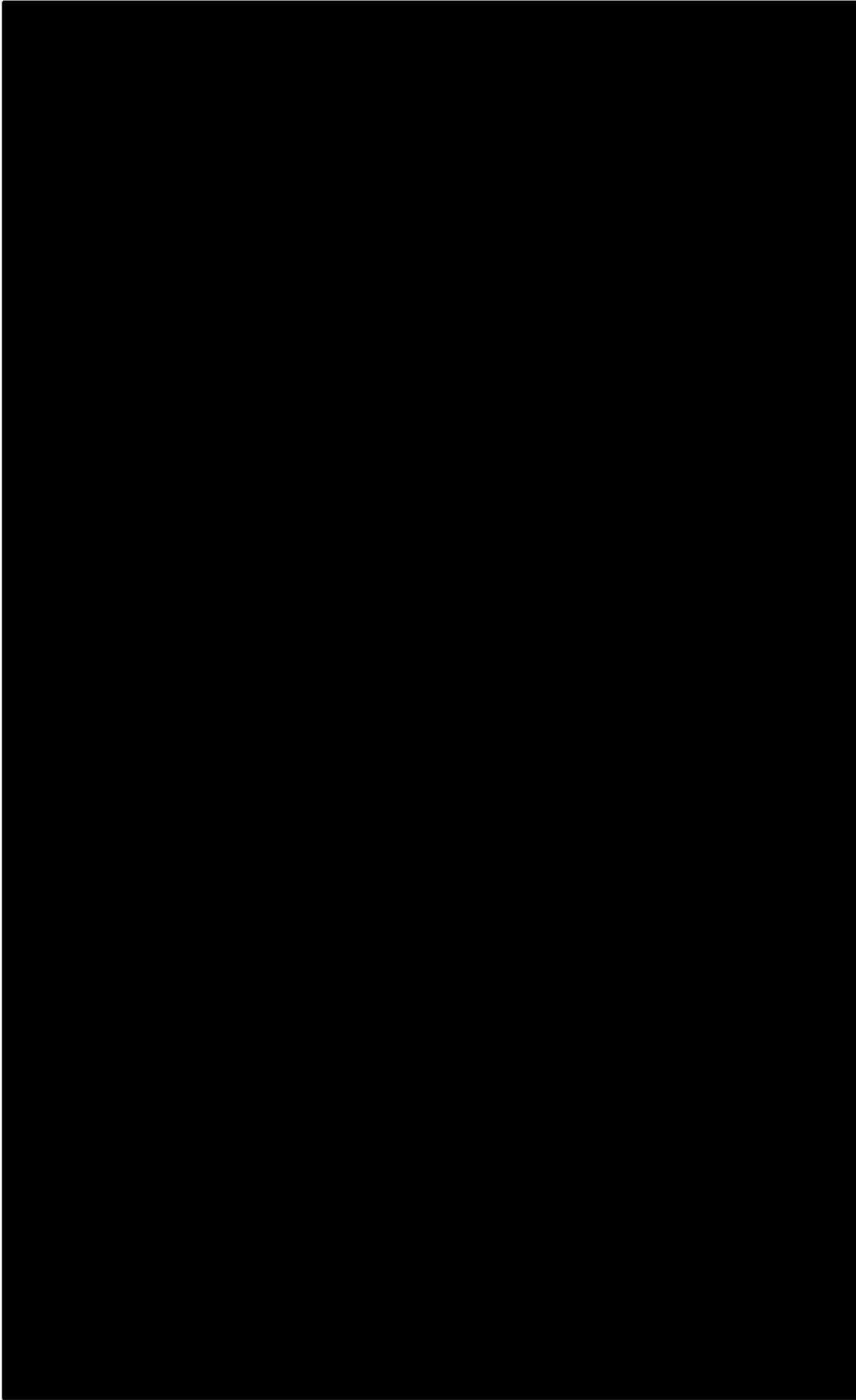


Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



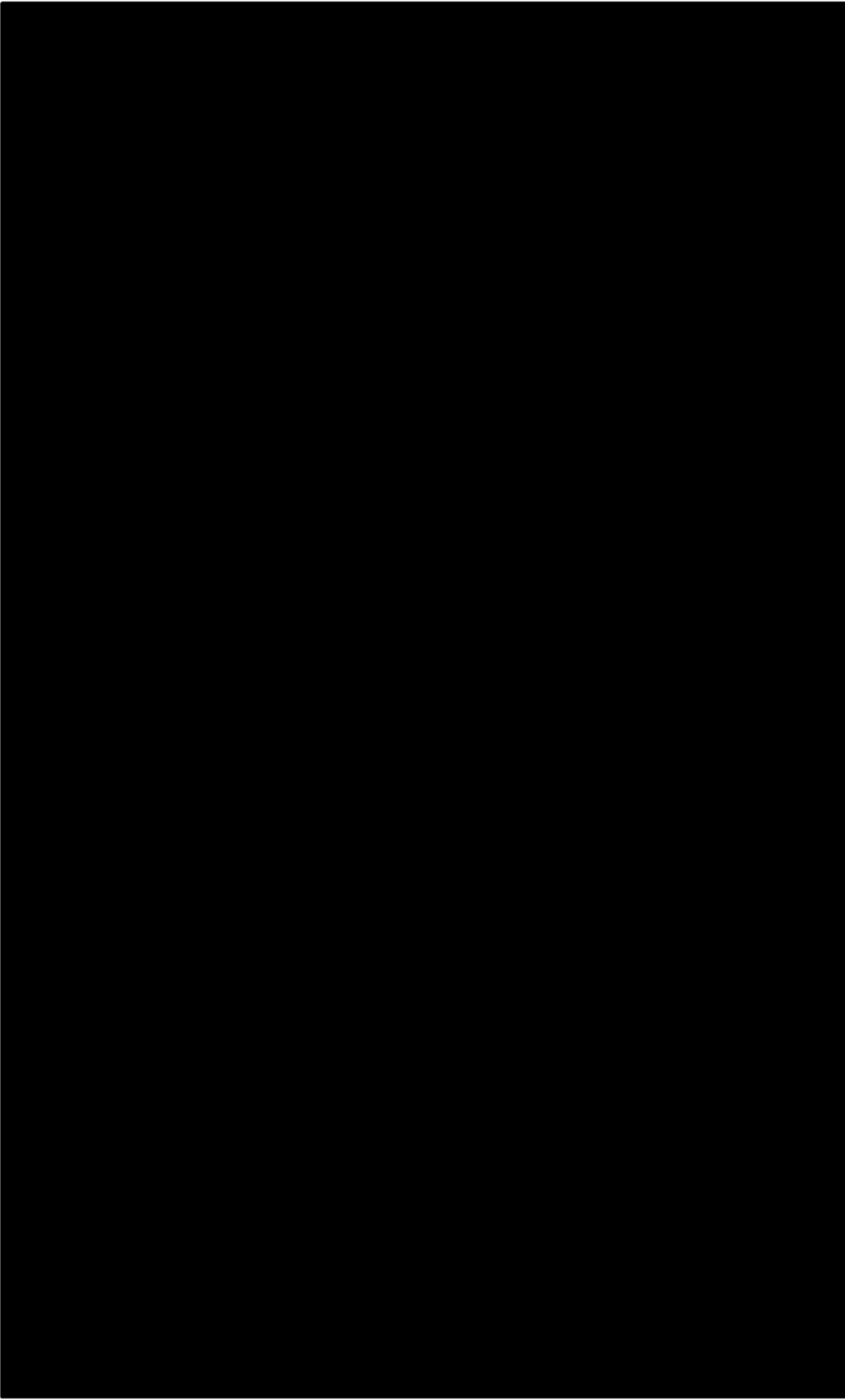


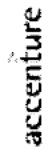
Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



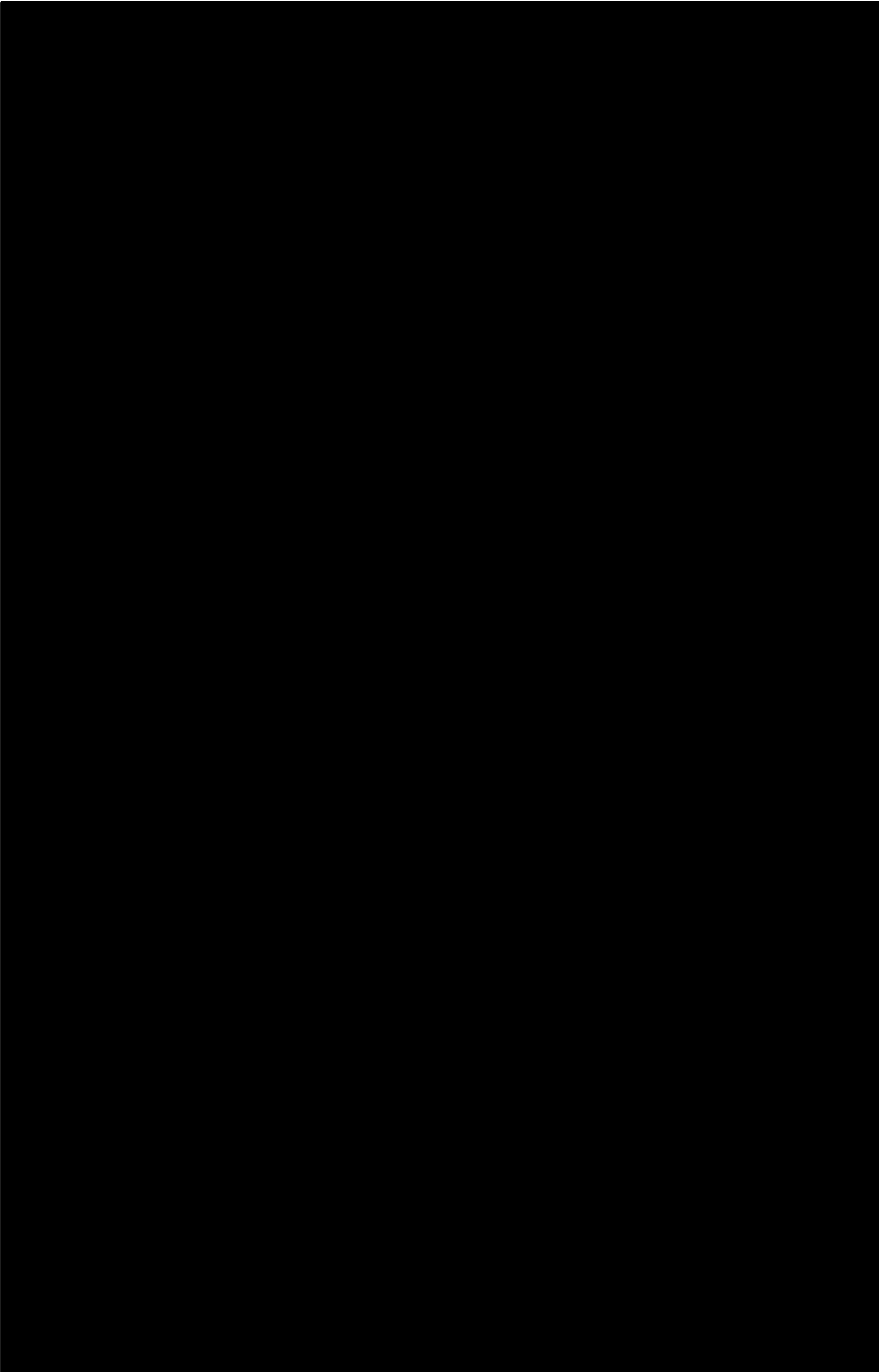


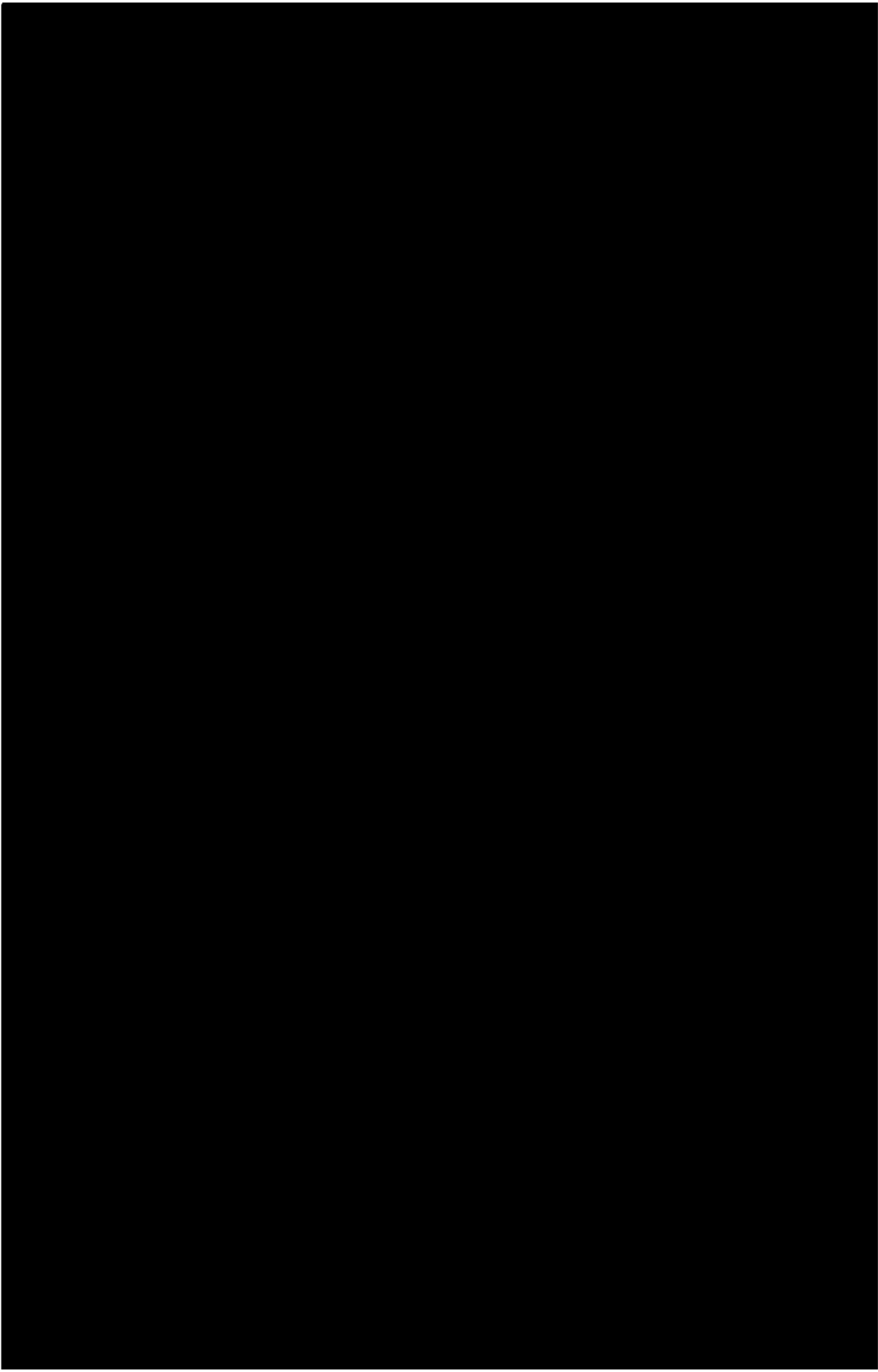
Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System

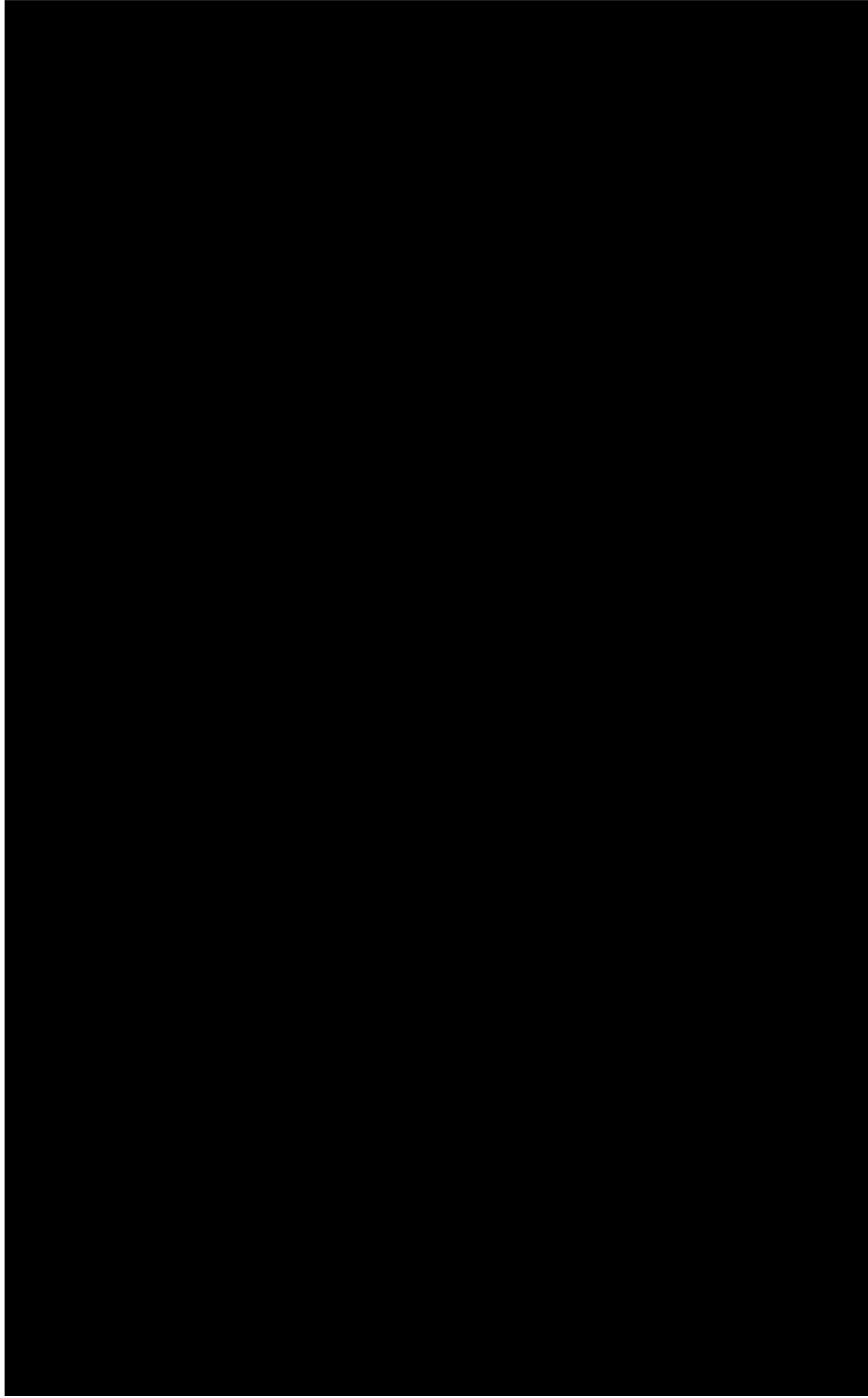


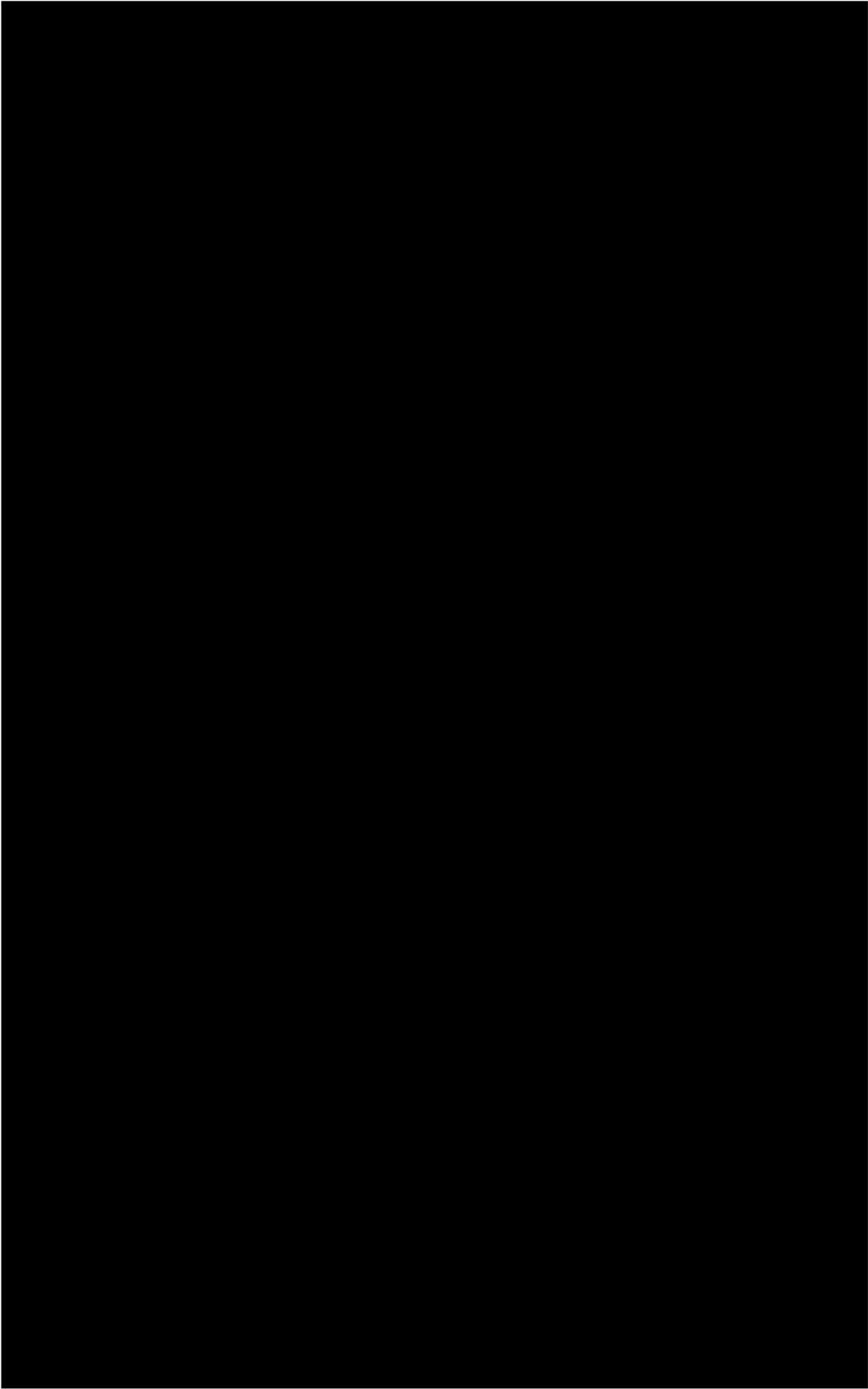


Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



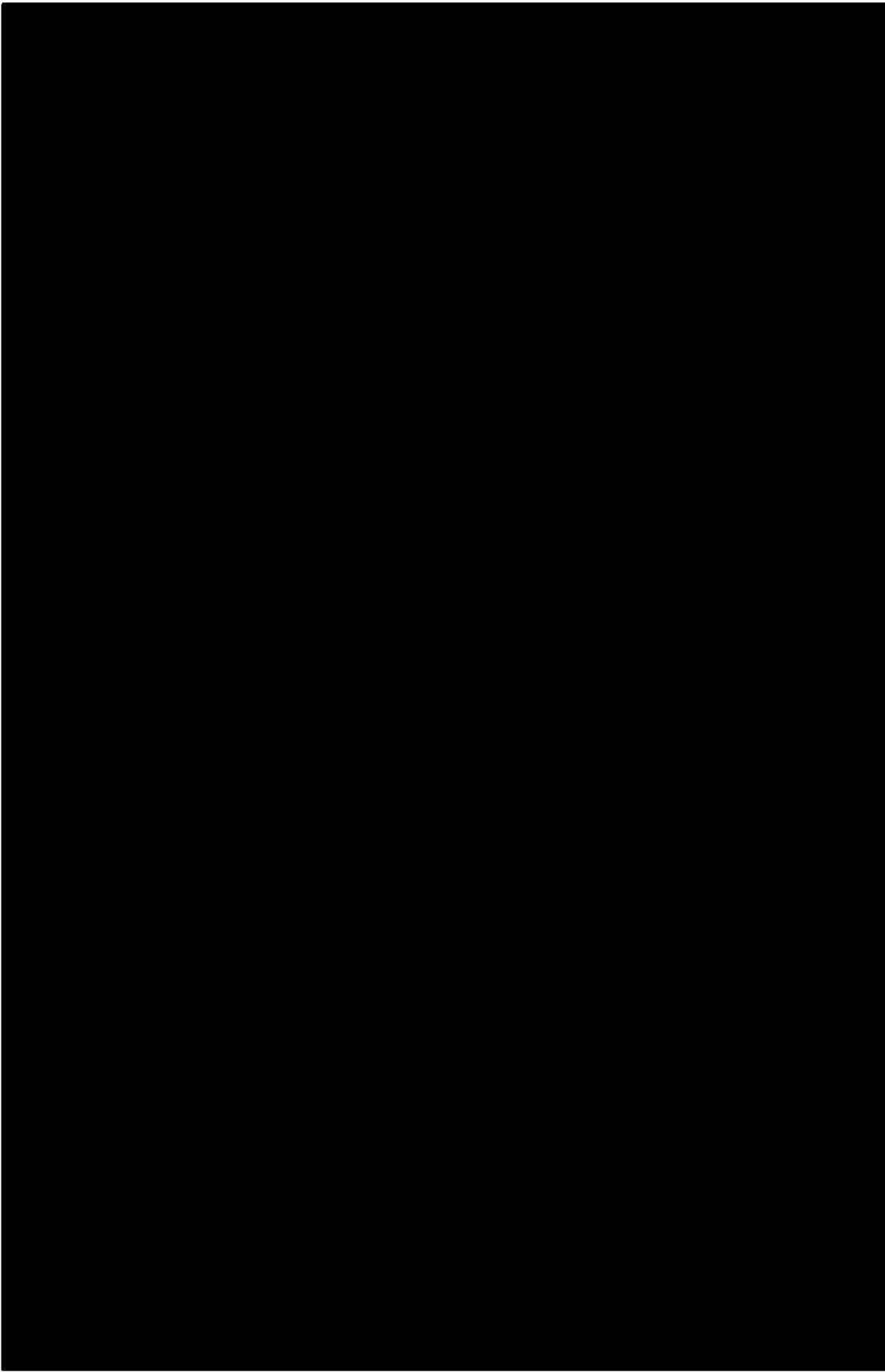








Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



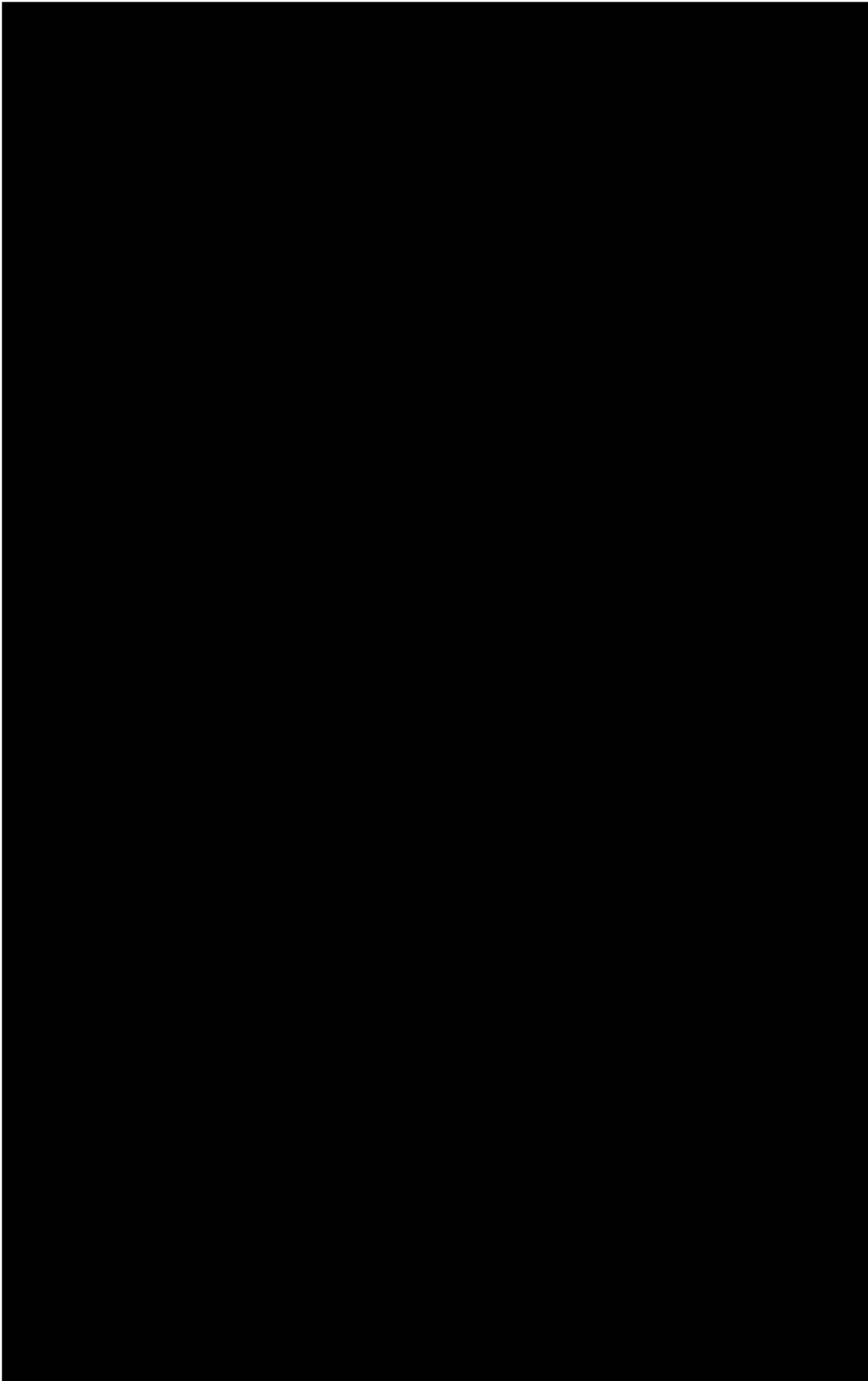
Proprietary and Confidential to Accenture
© 2013 Accenture — all rights reserved

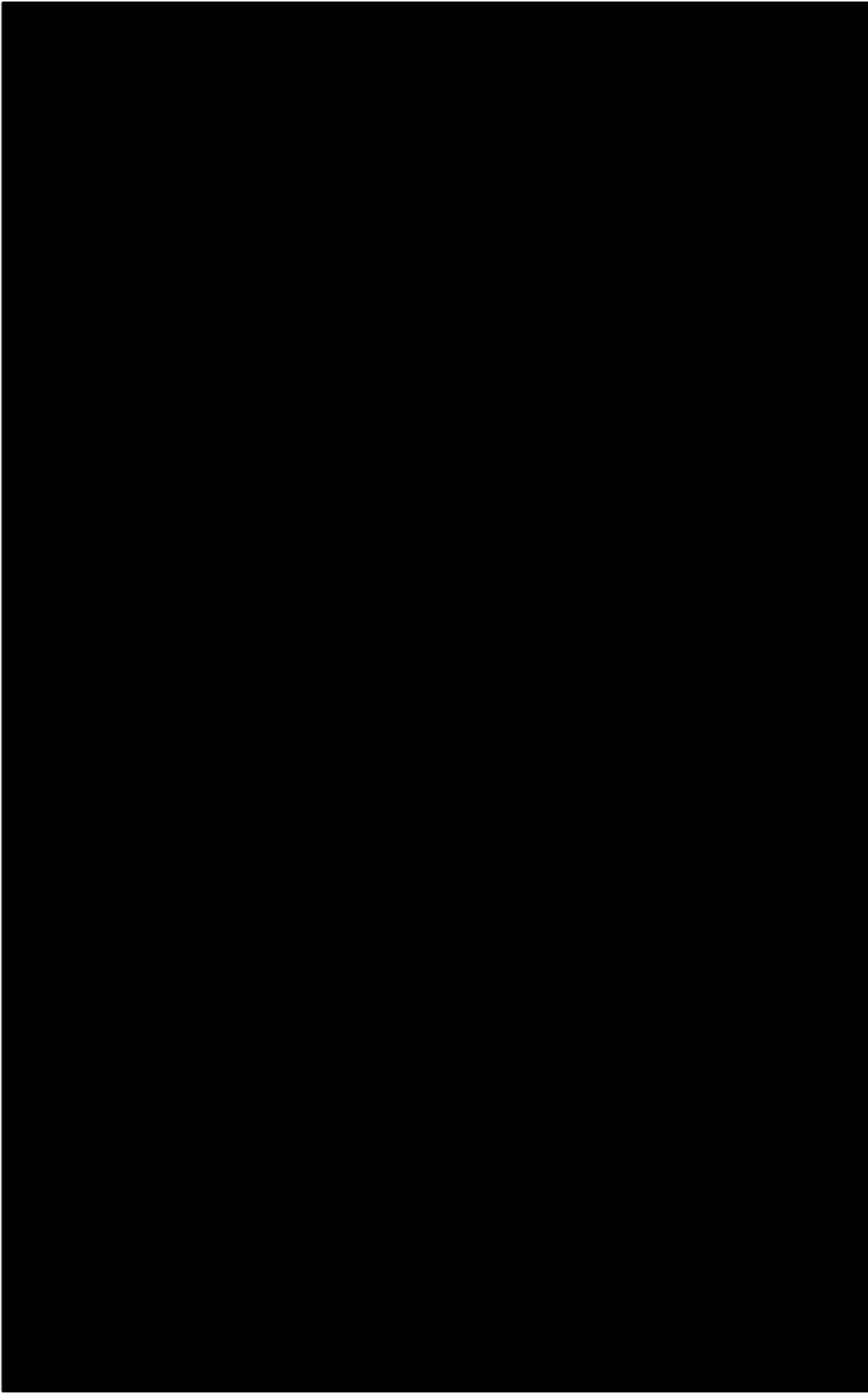
January 10, 2013

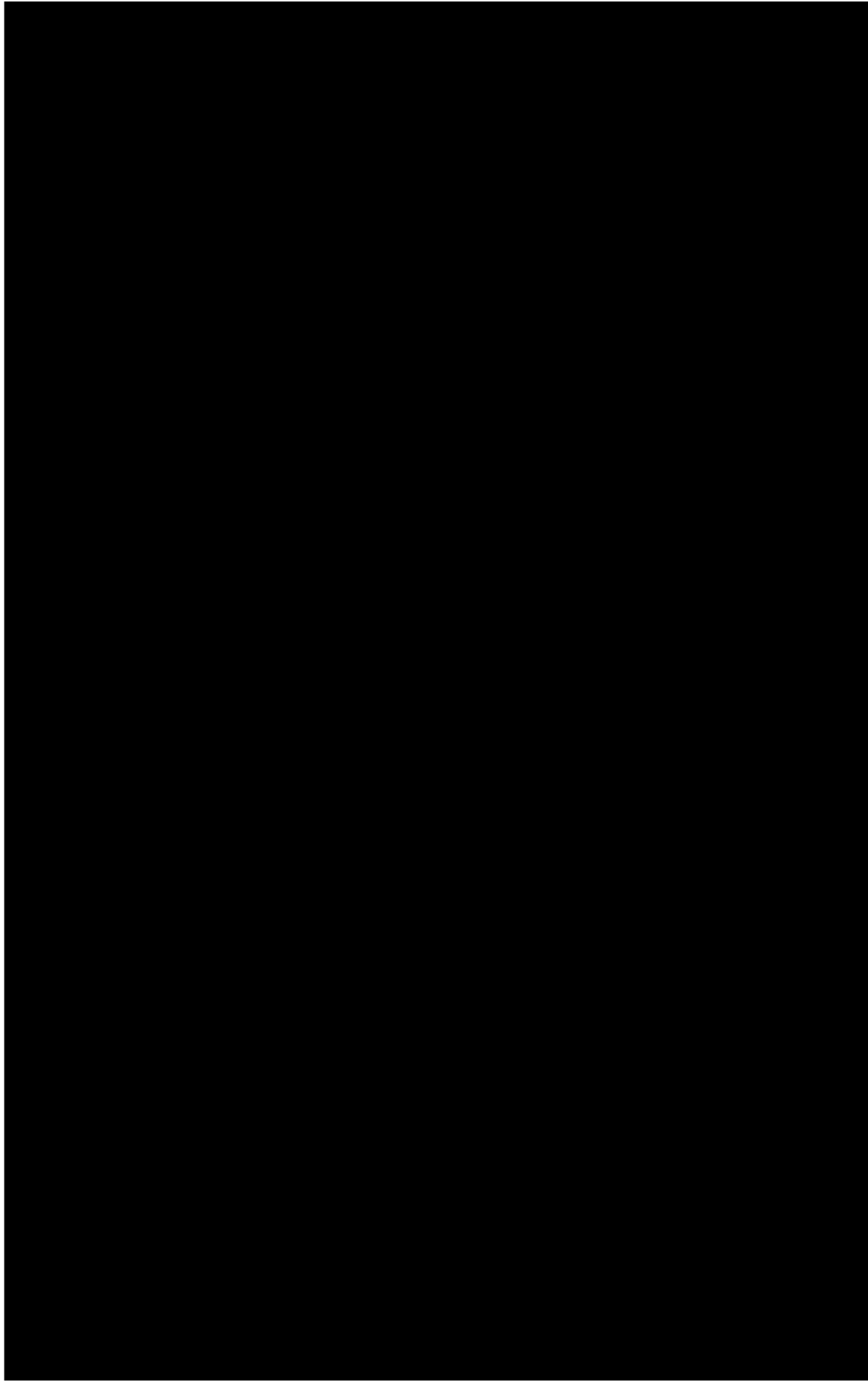
Confirmed Specifications: September 13, 2013



Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System

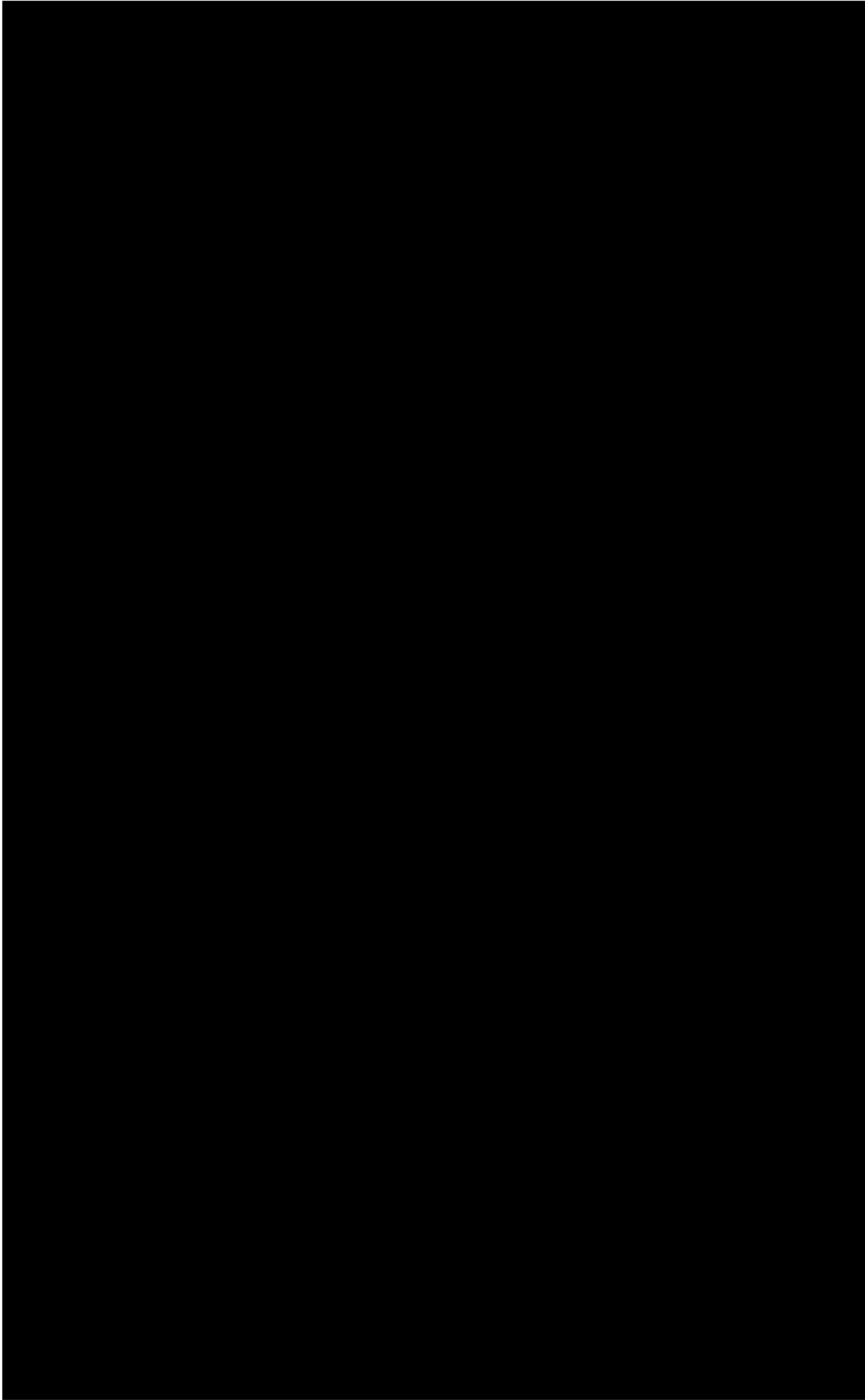






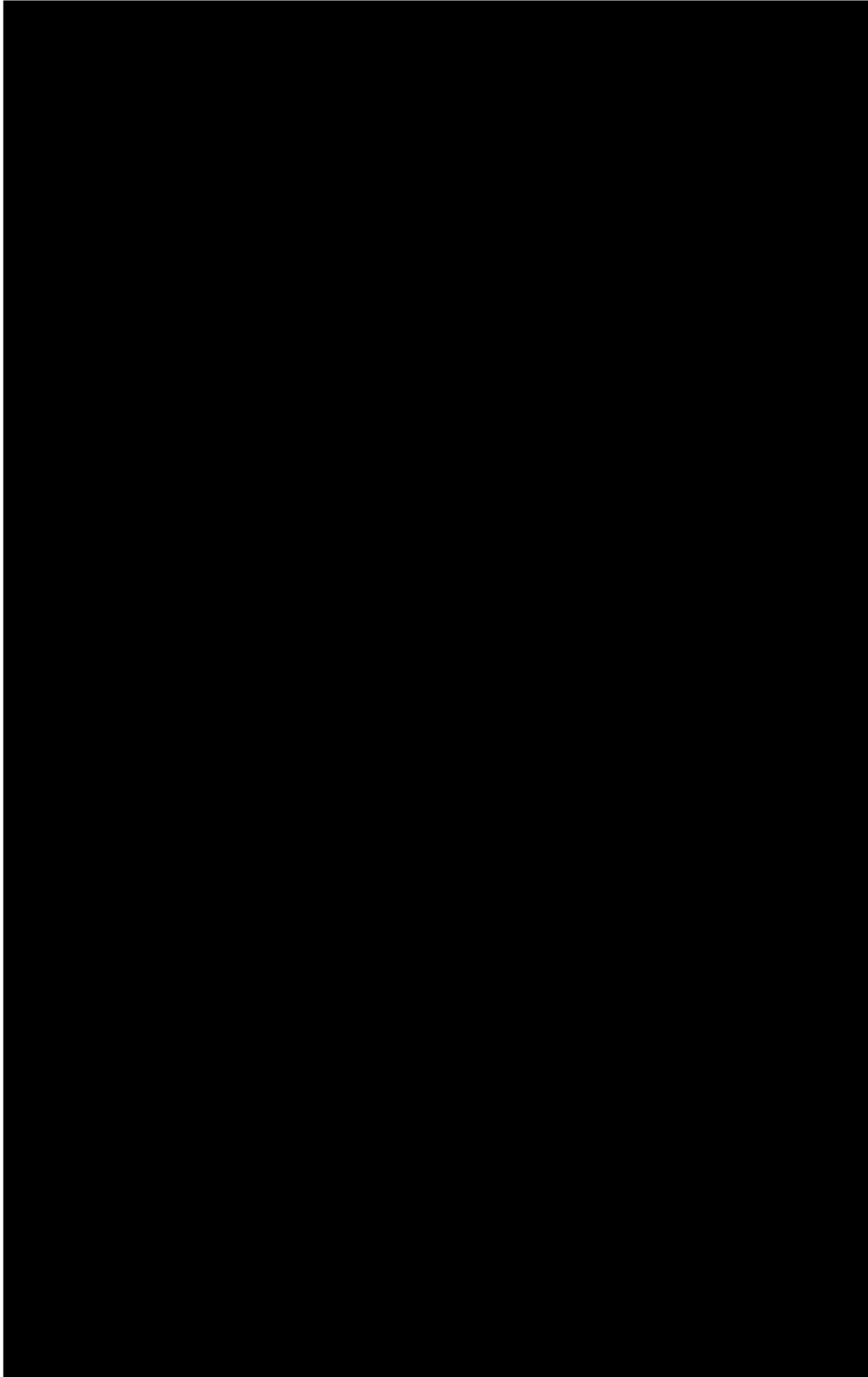


Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



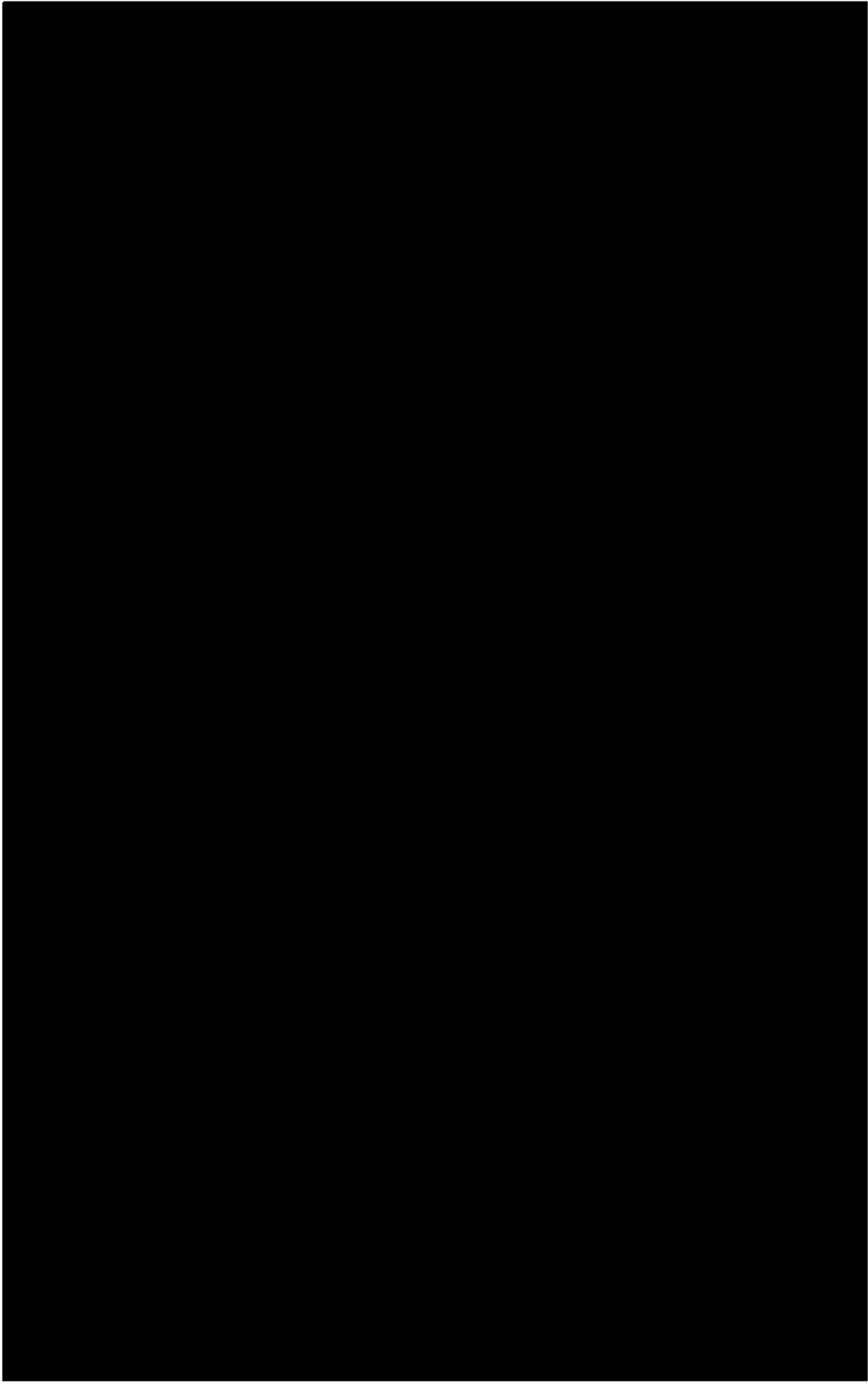


Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



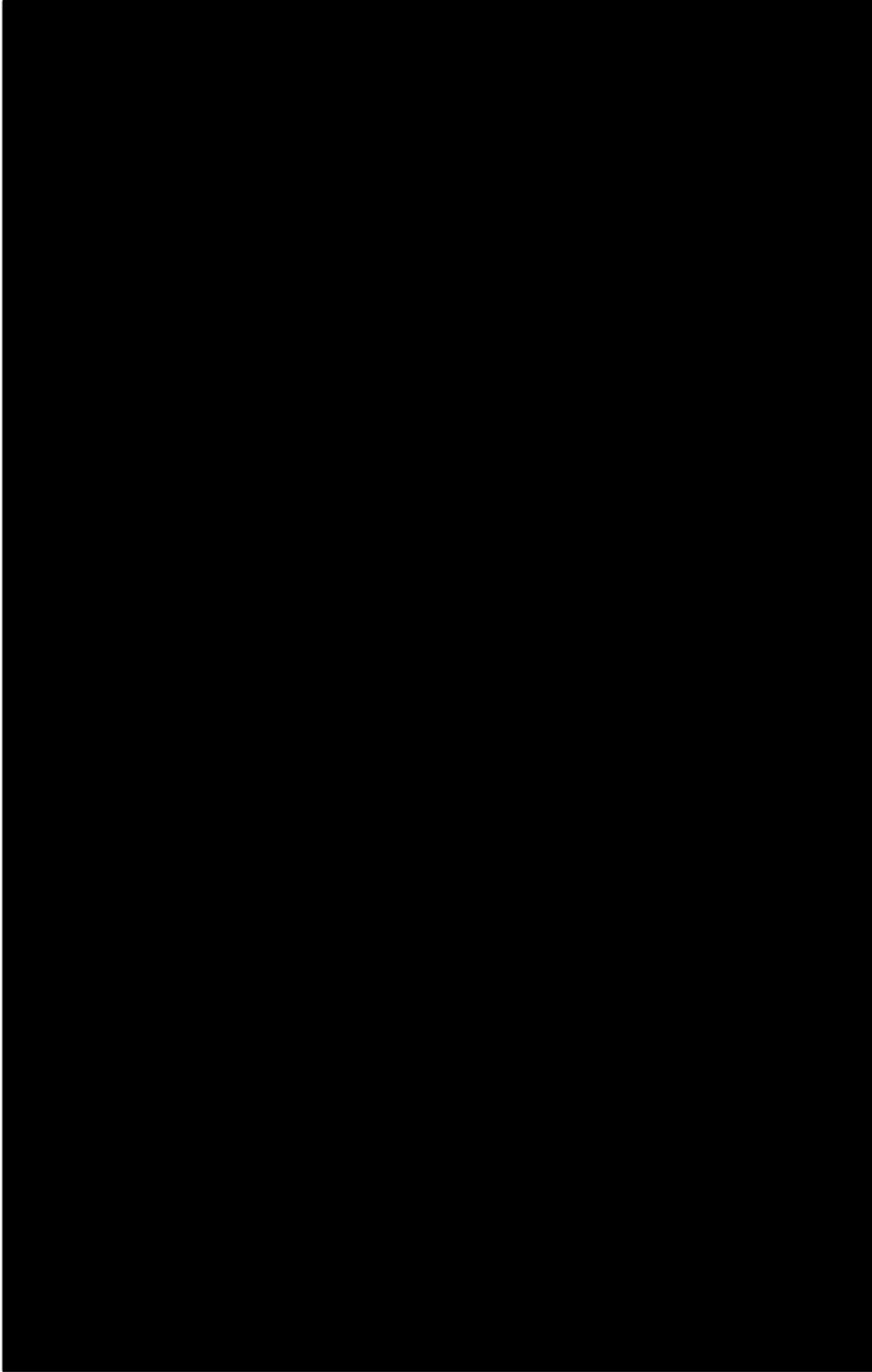


Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System





Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



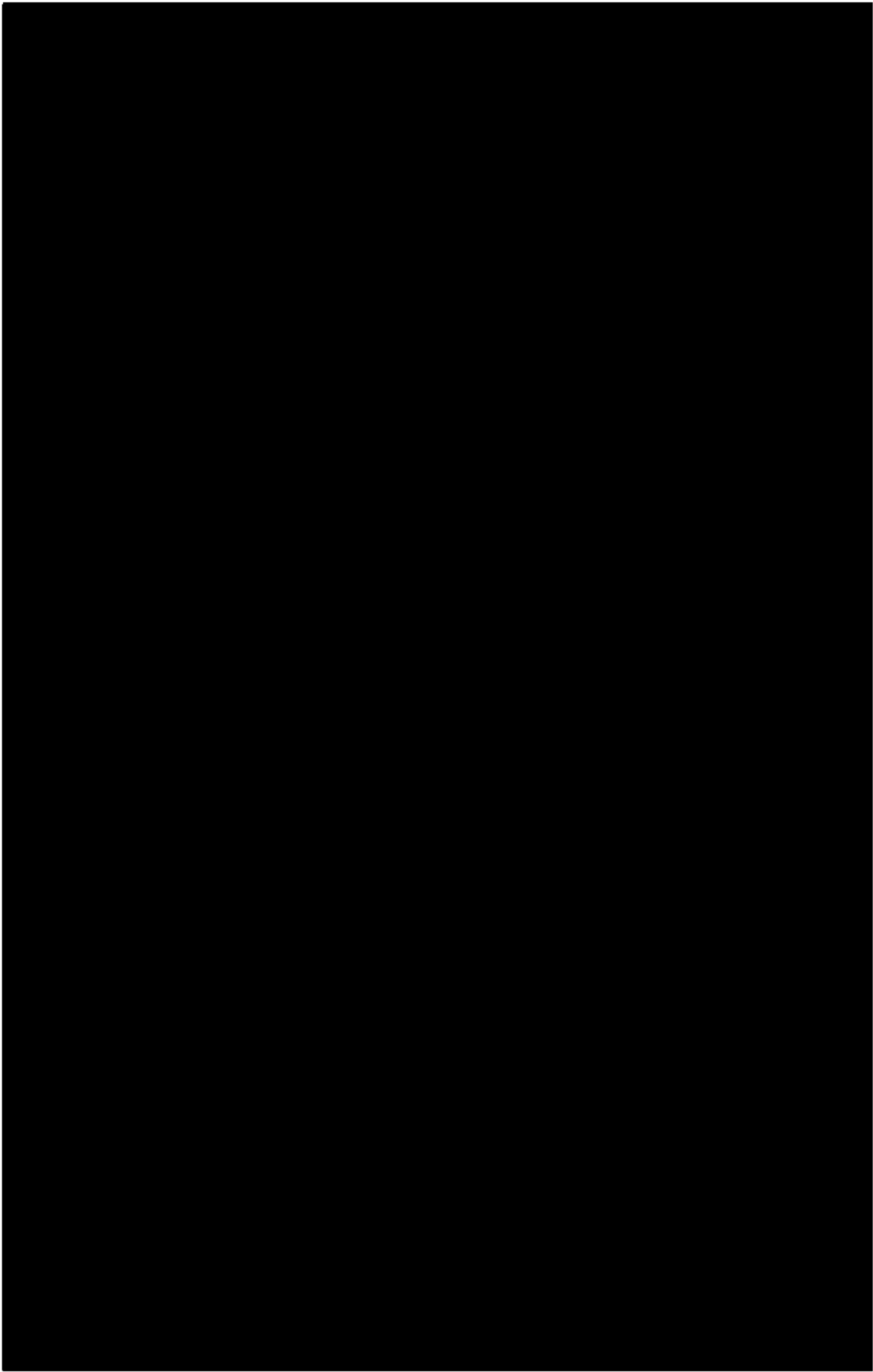
Proprietary and confidential to Accenture
© 2013 Accenture — all rights reserved

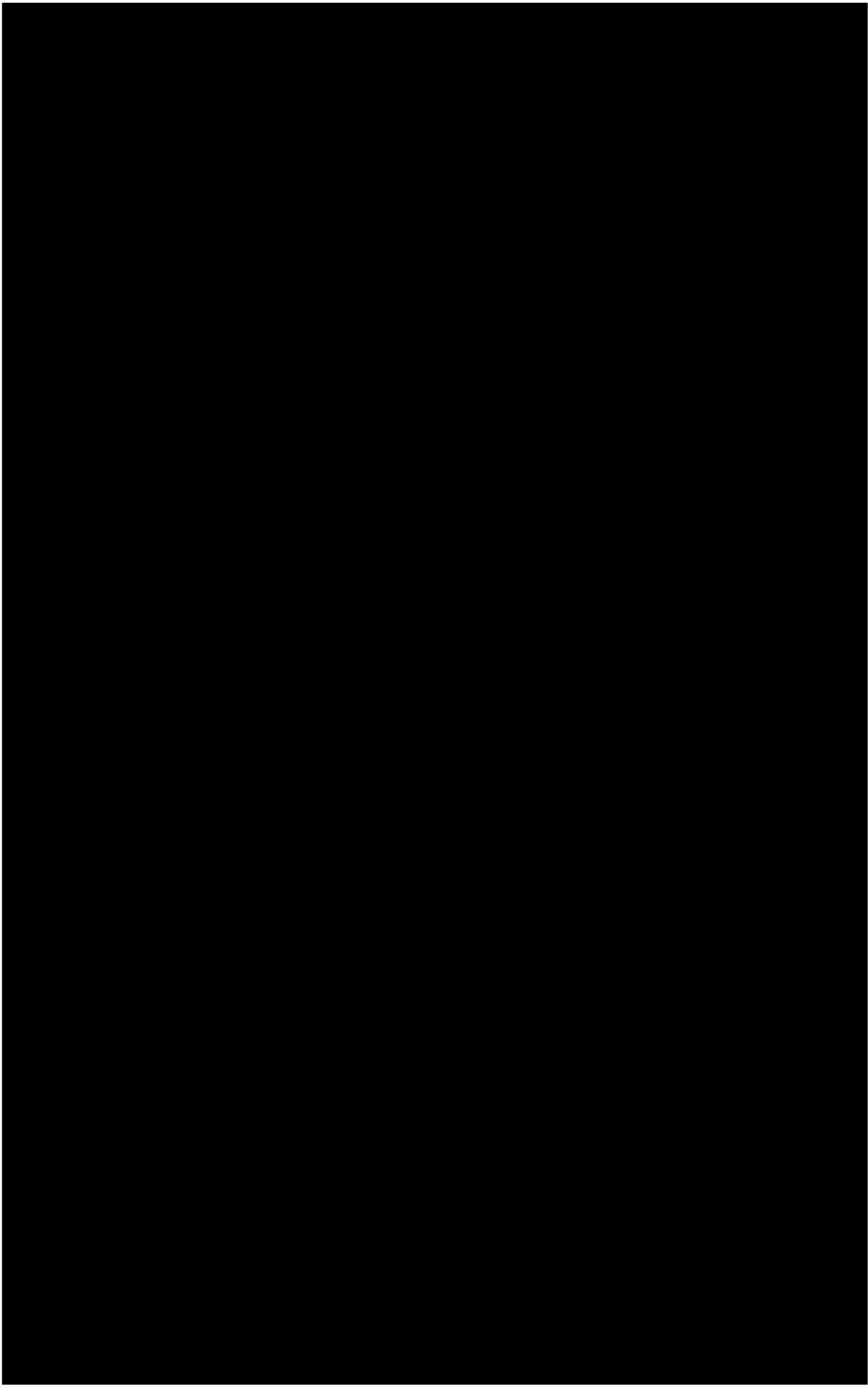
January 10, 2013

Conformed Specifications: September 13, 2013



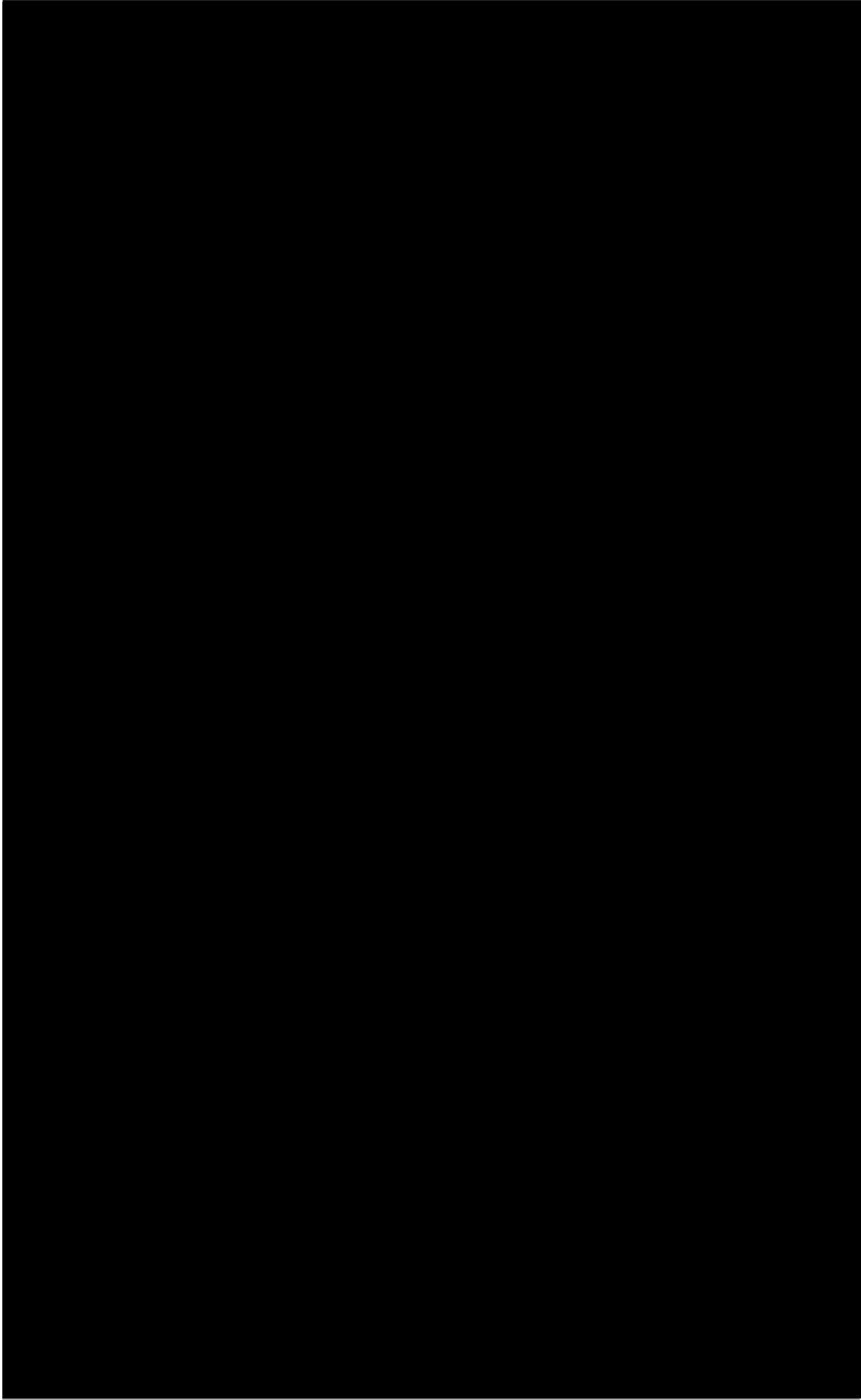
Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System







Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



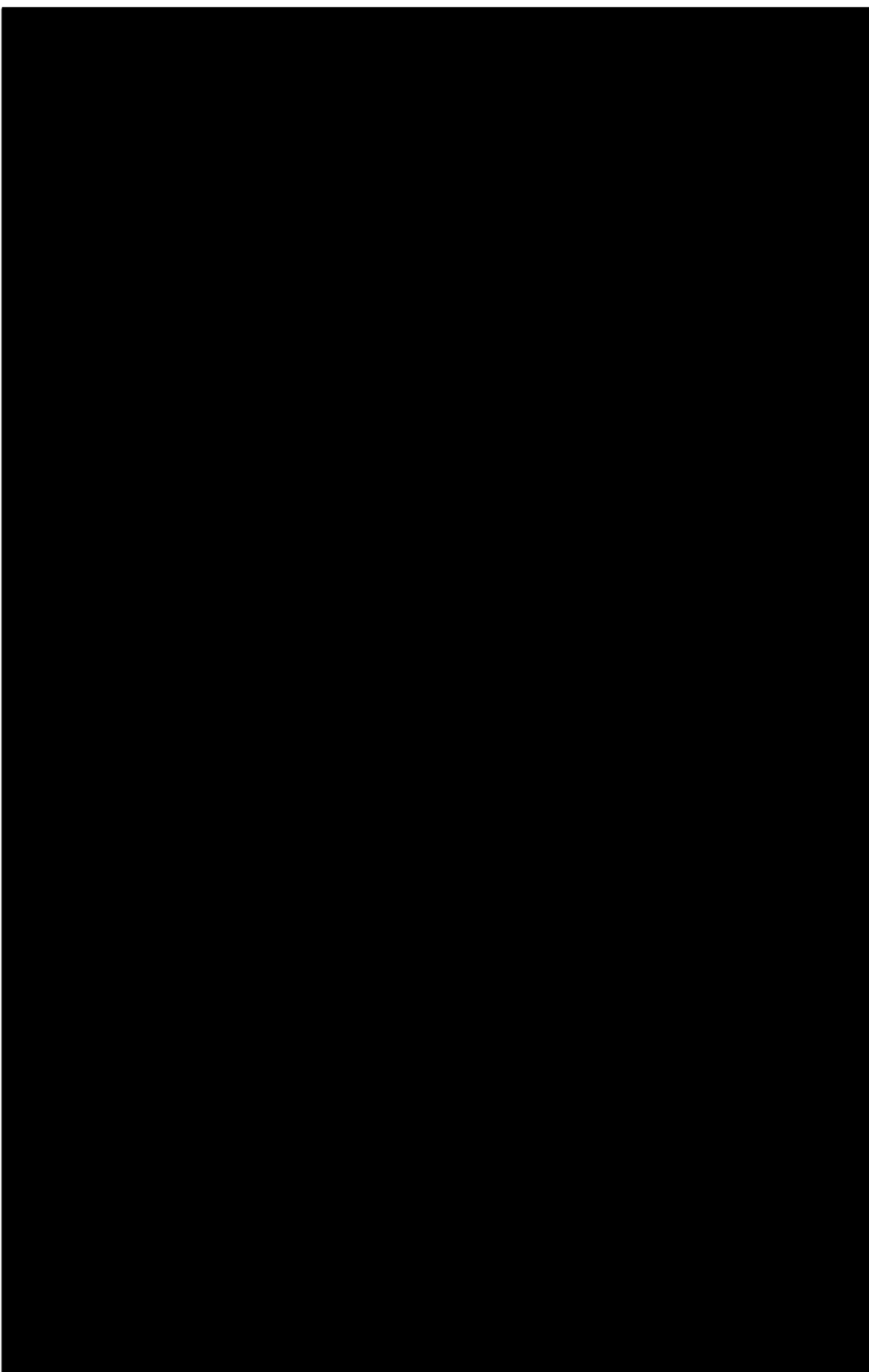
Proprietary and confidential to Accenture
© 2013 Accenture — all rights reserved

January 10, 2013

Conformed Specifications: September 13, 2013

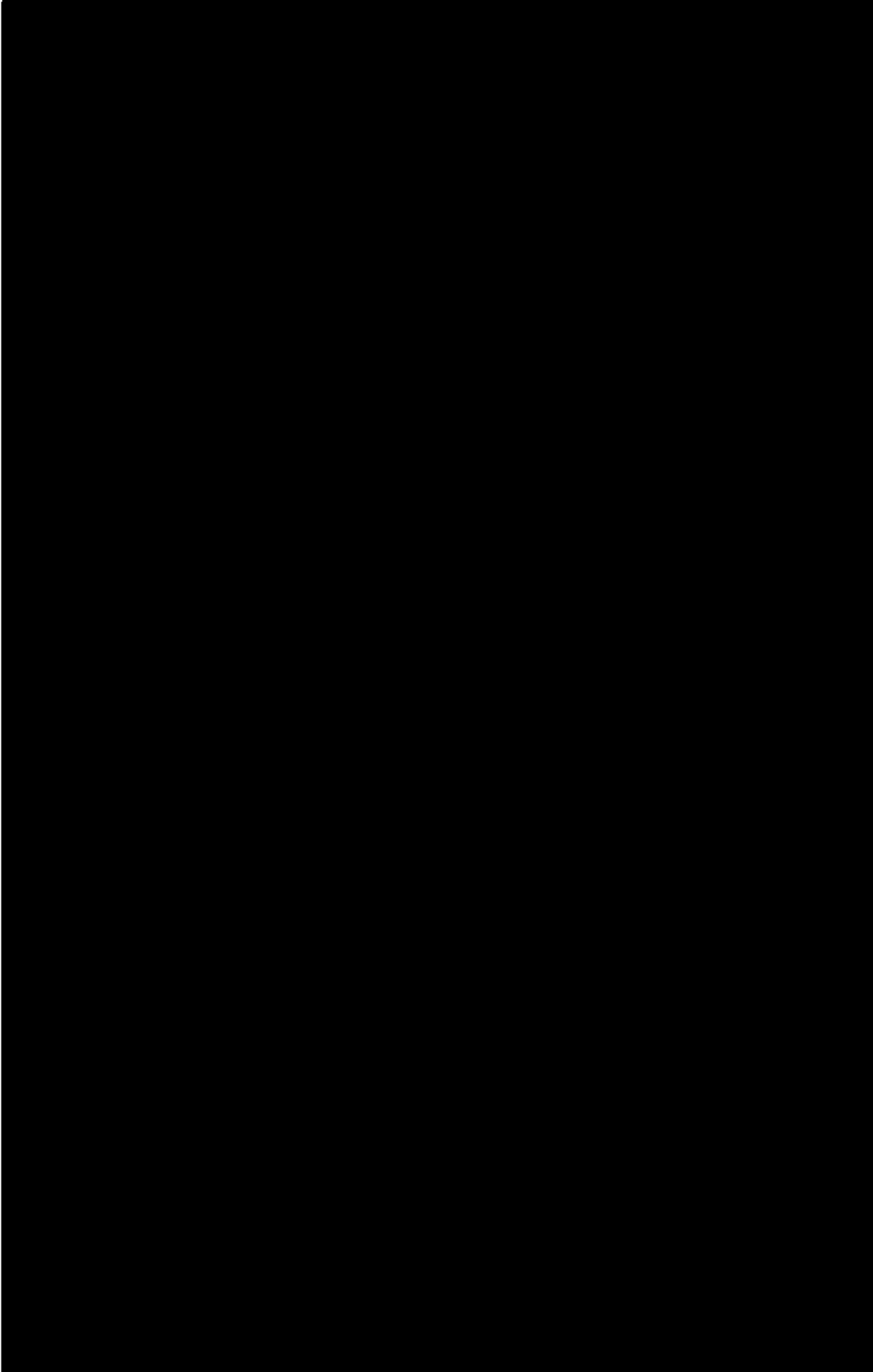


Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System





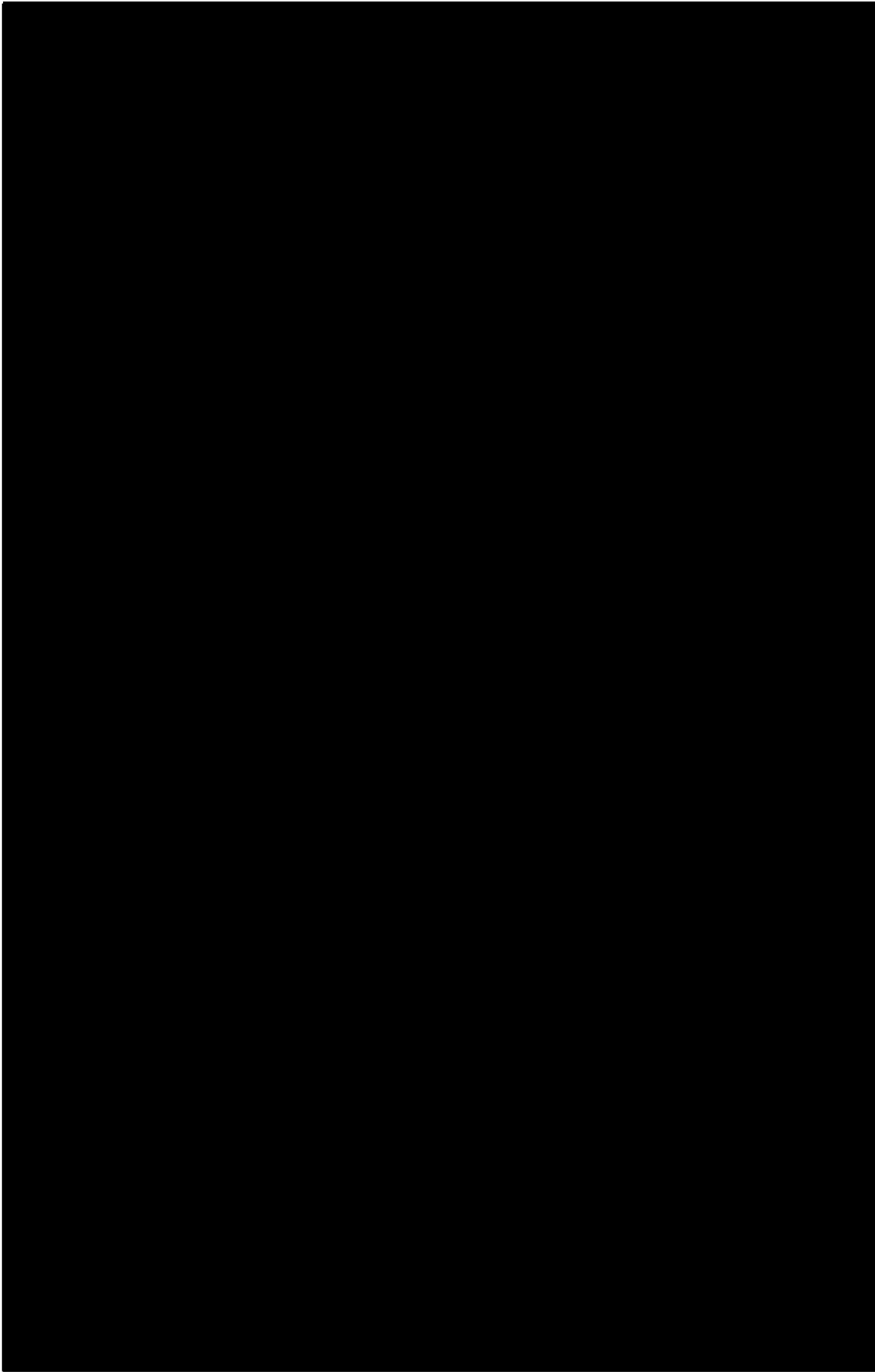
Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



Proprietary and confidential to Accenture
© 2013 Accenture — all rights reserved

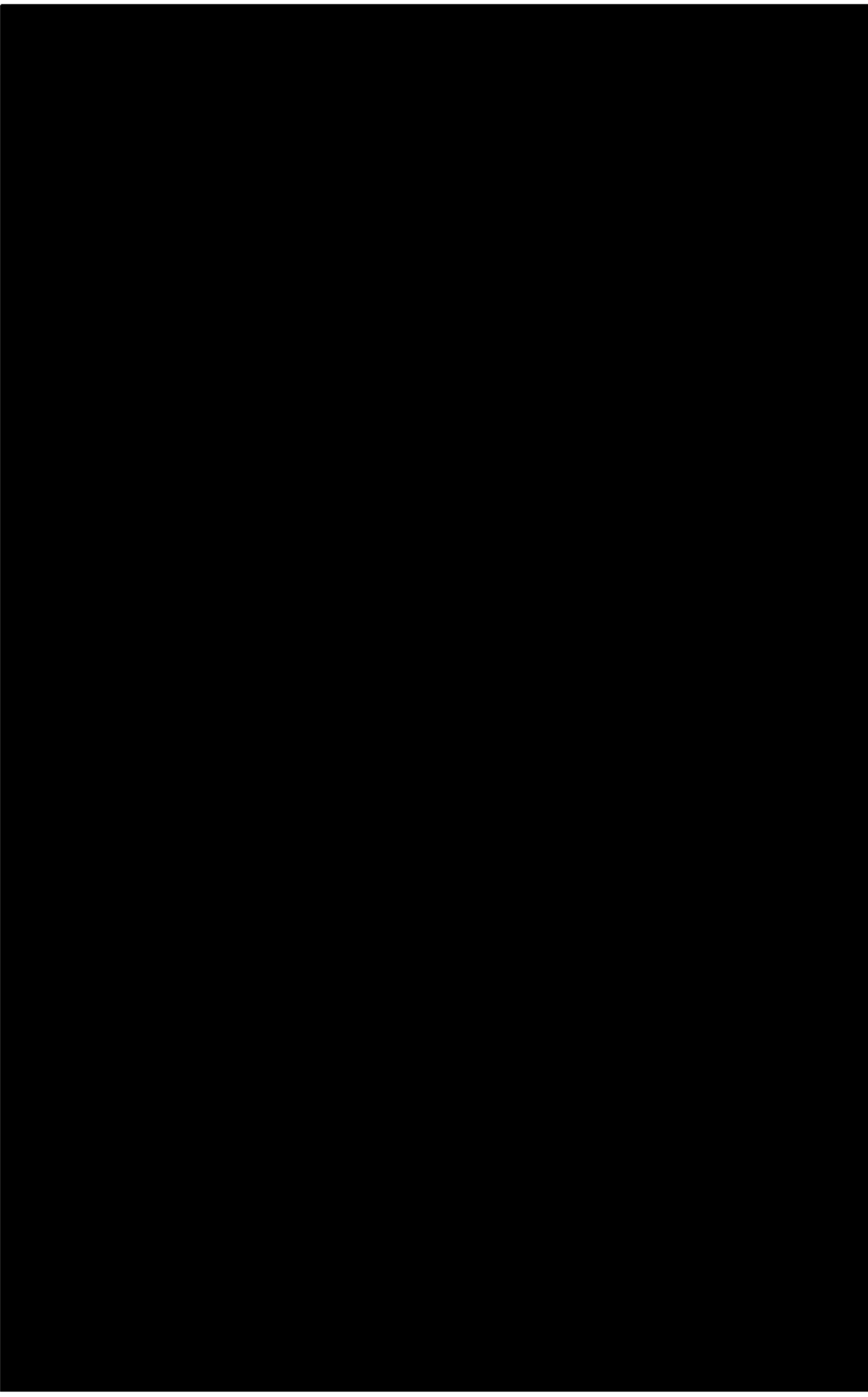
January 10, 2013

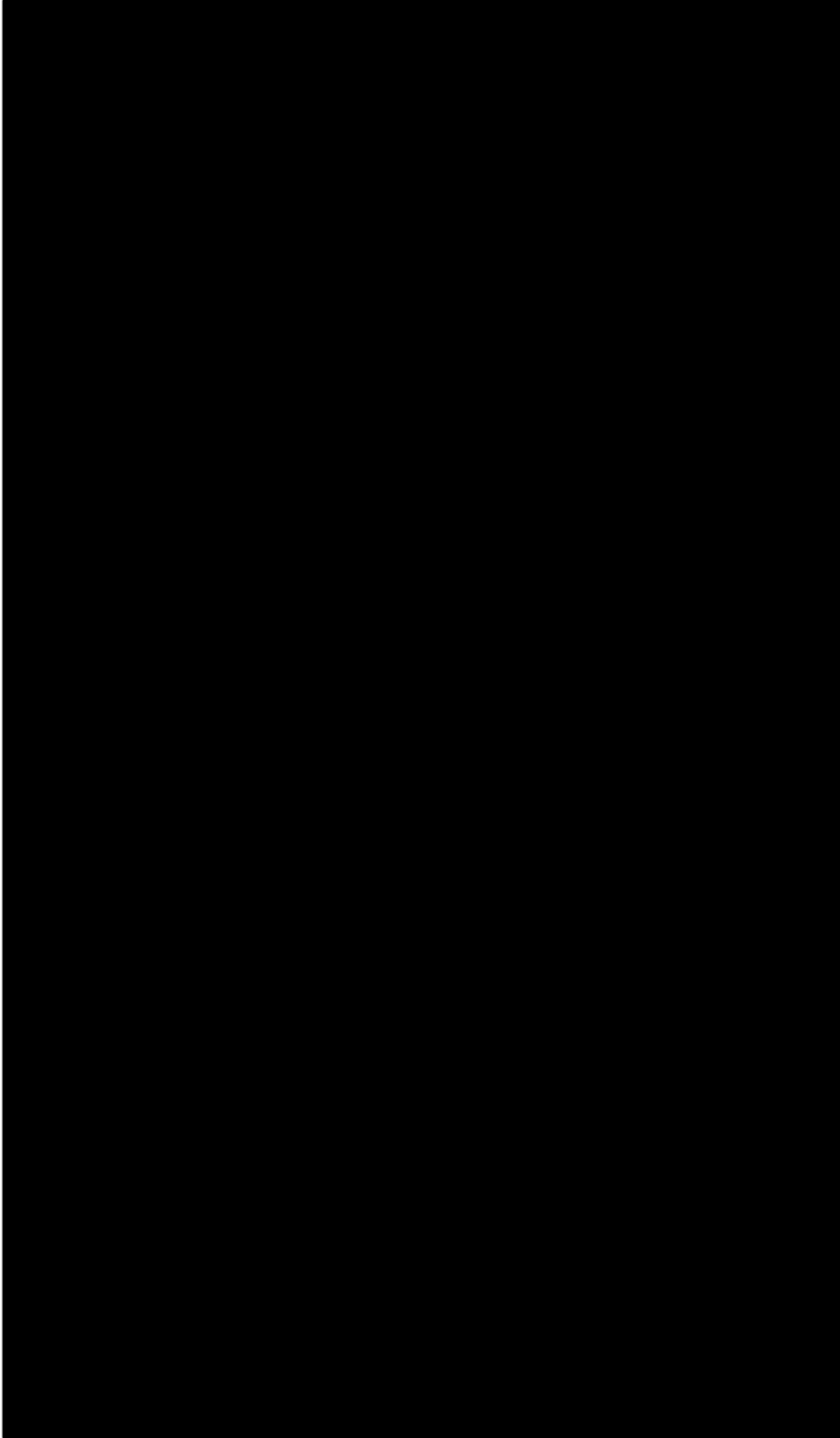
Conformed Specifications: September 13, 2013

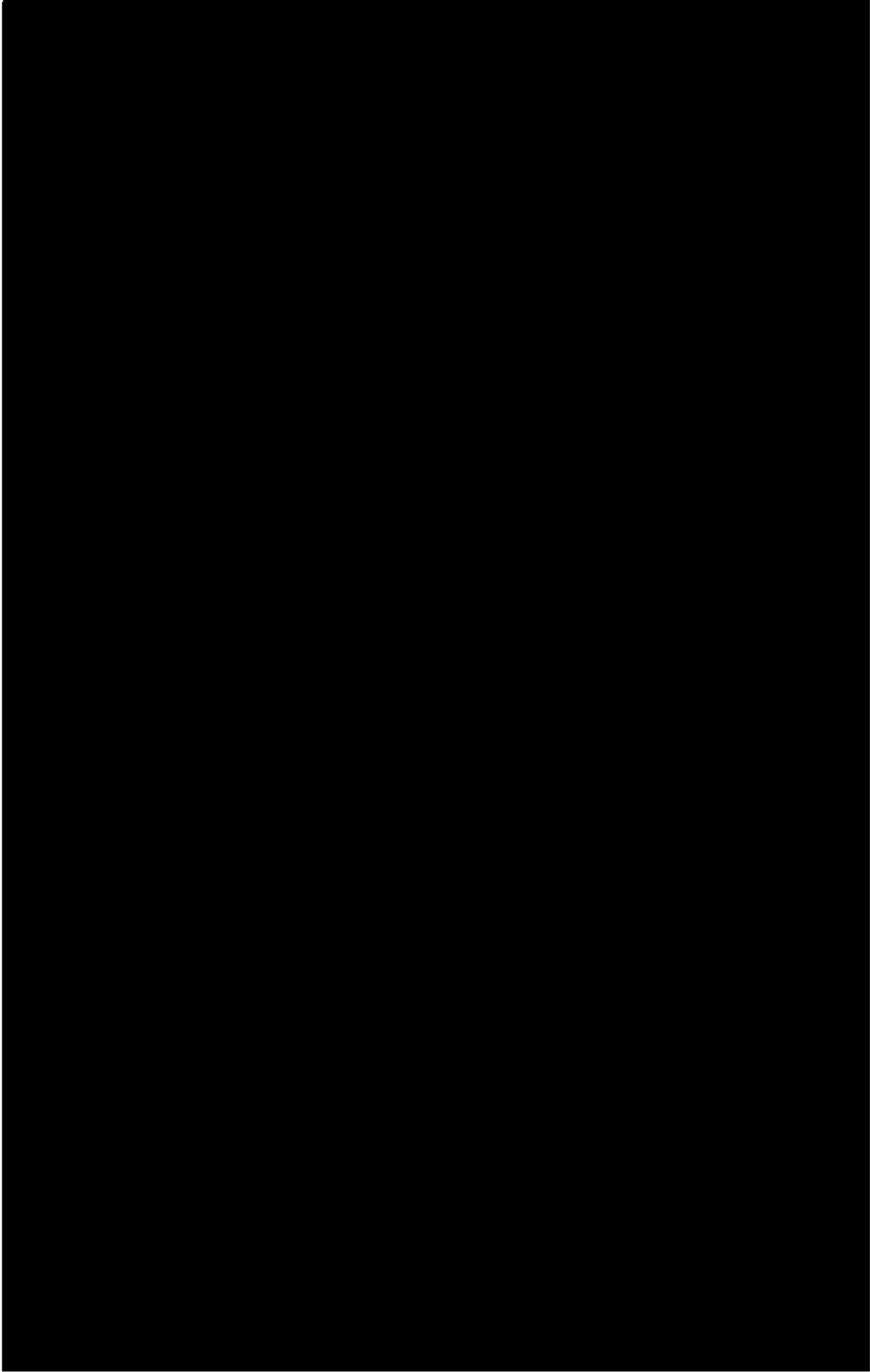


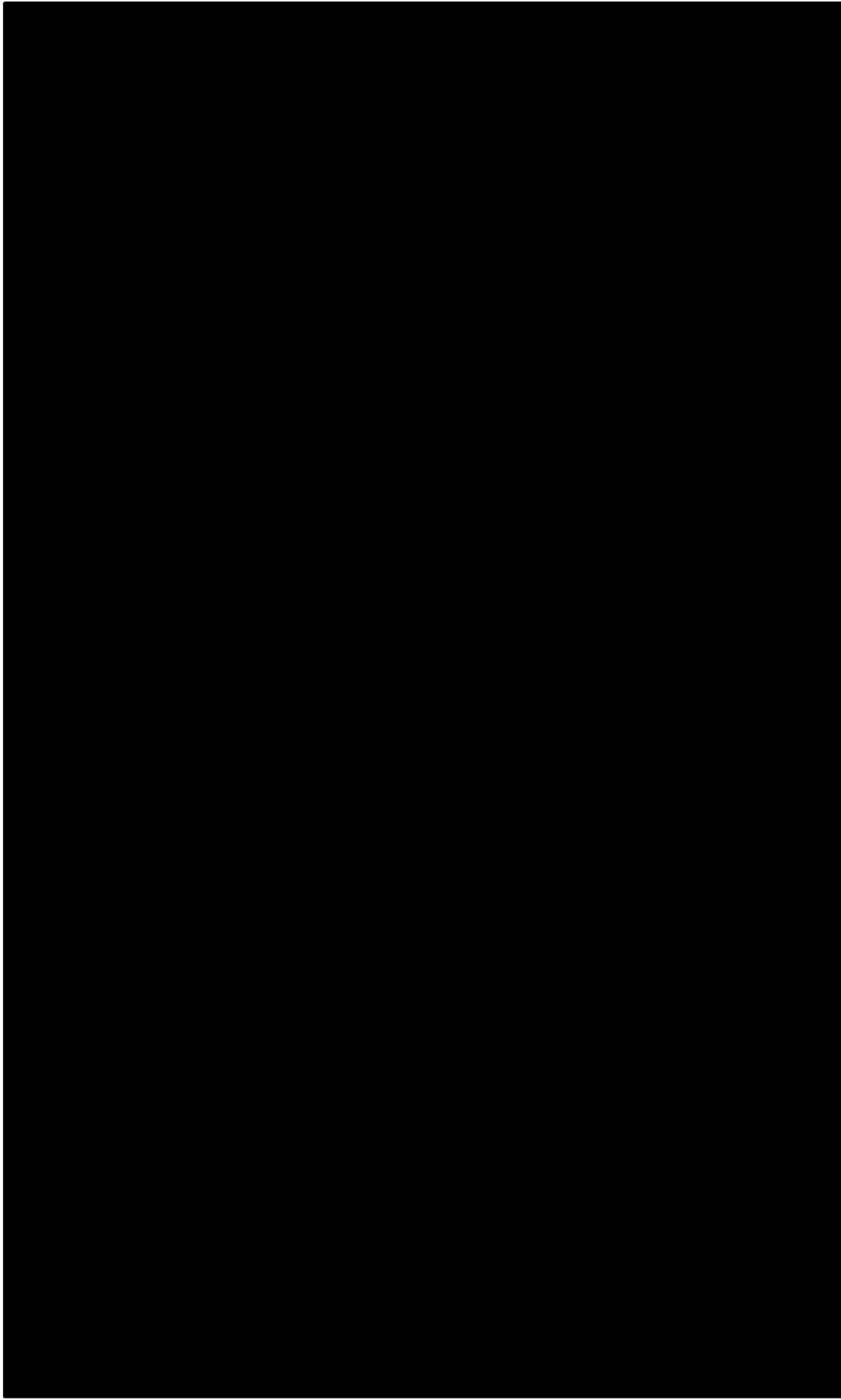


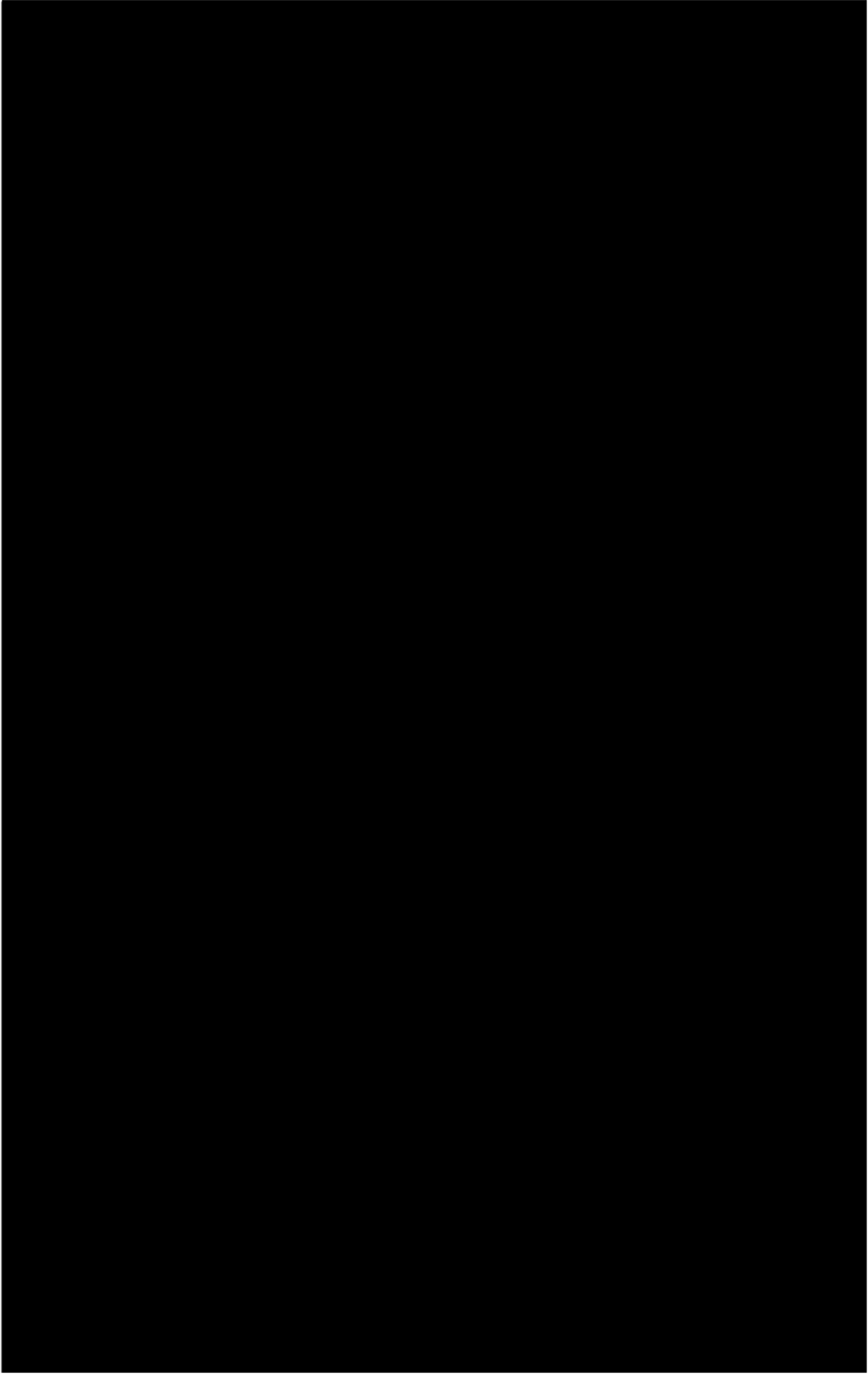
Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System

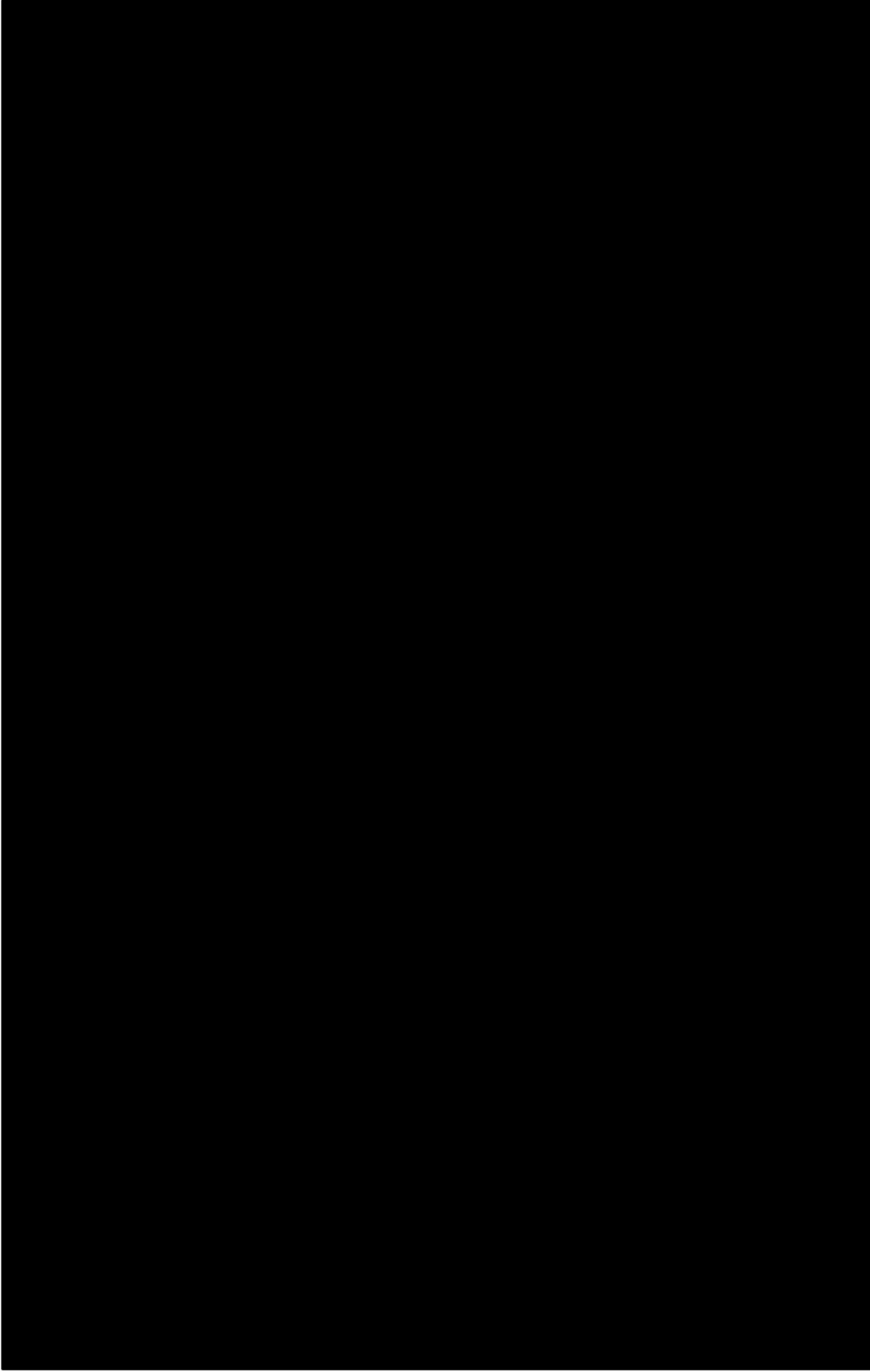






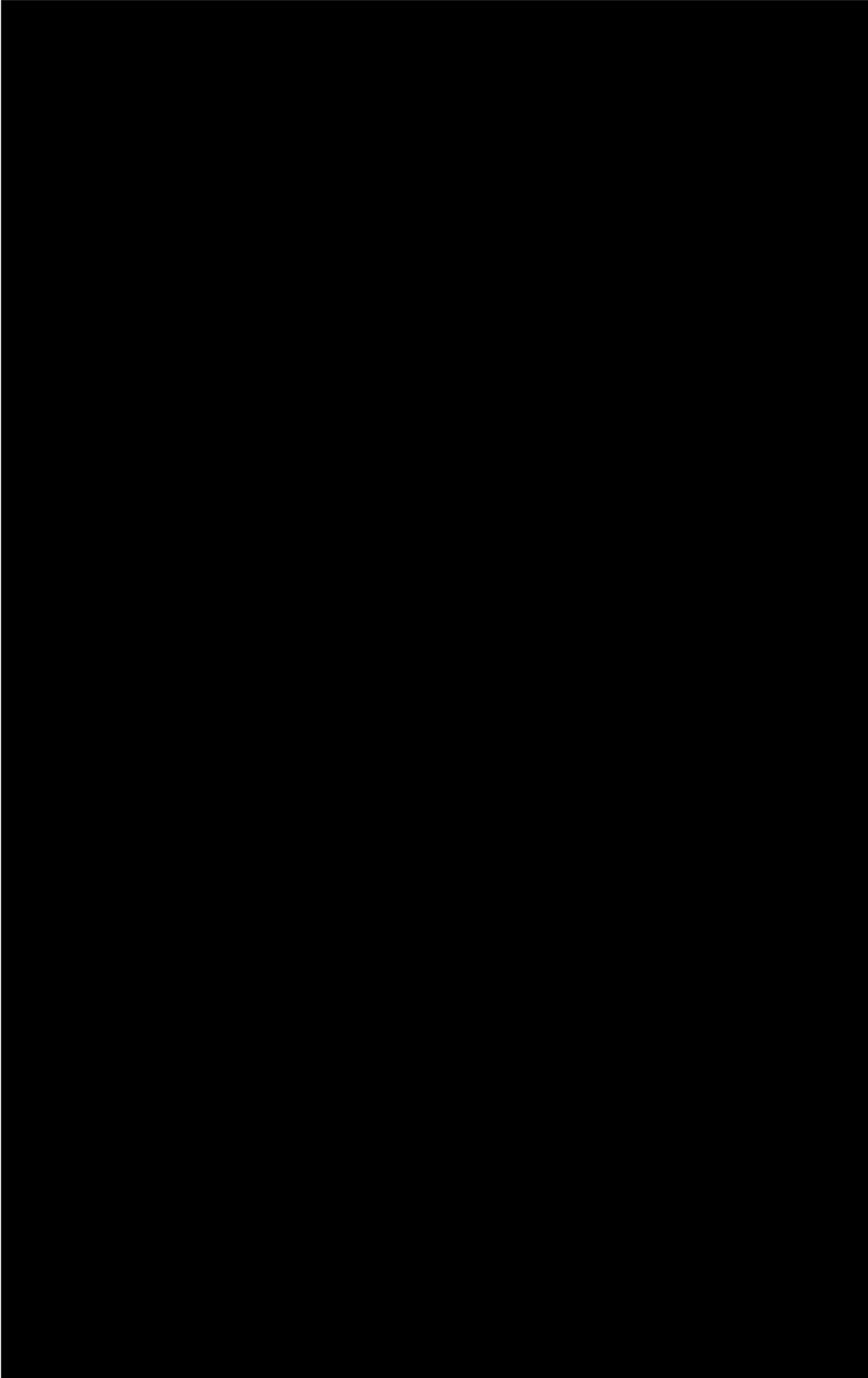


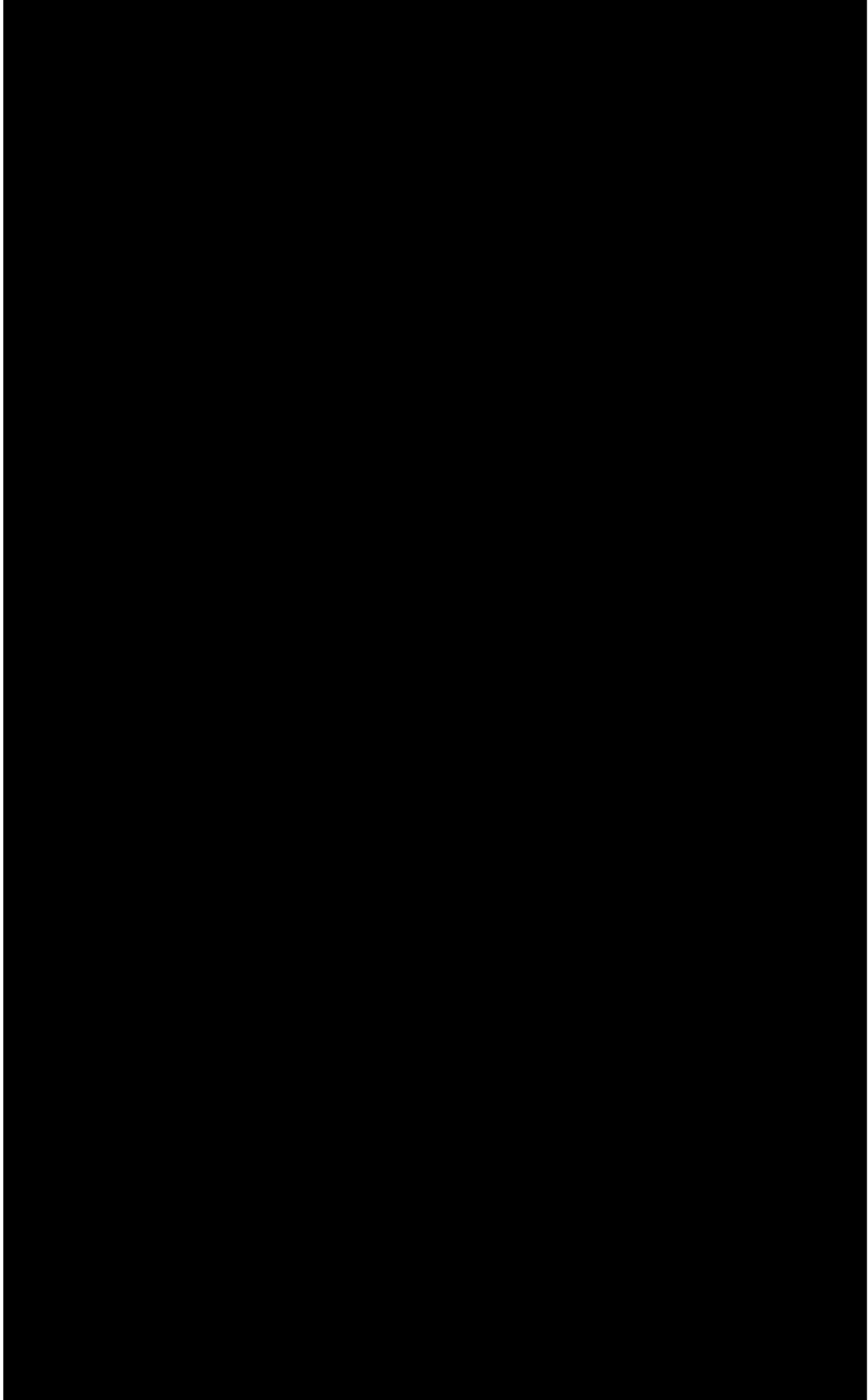






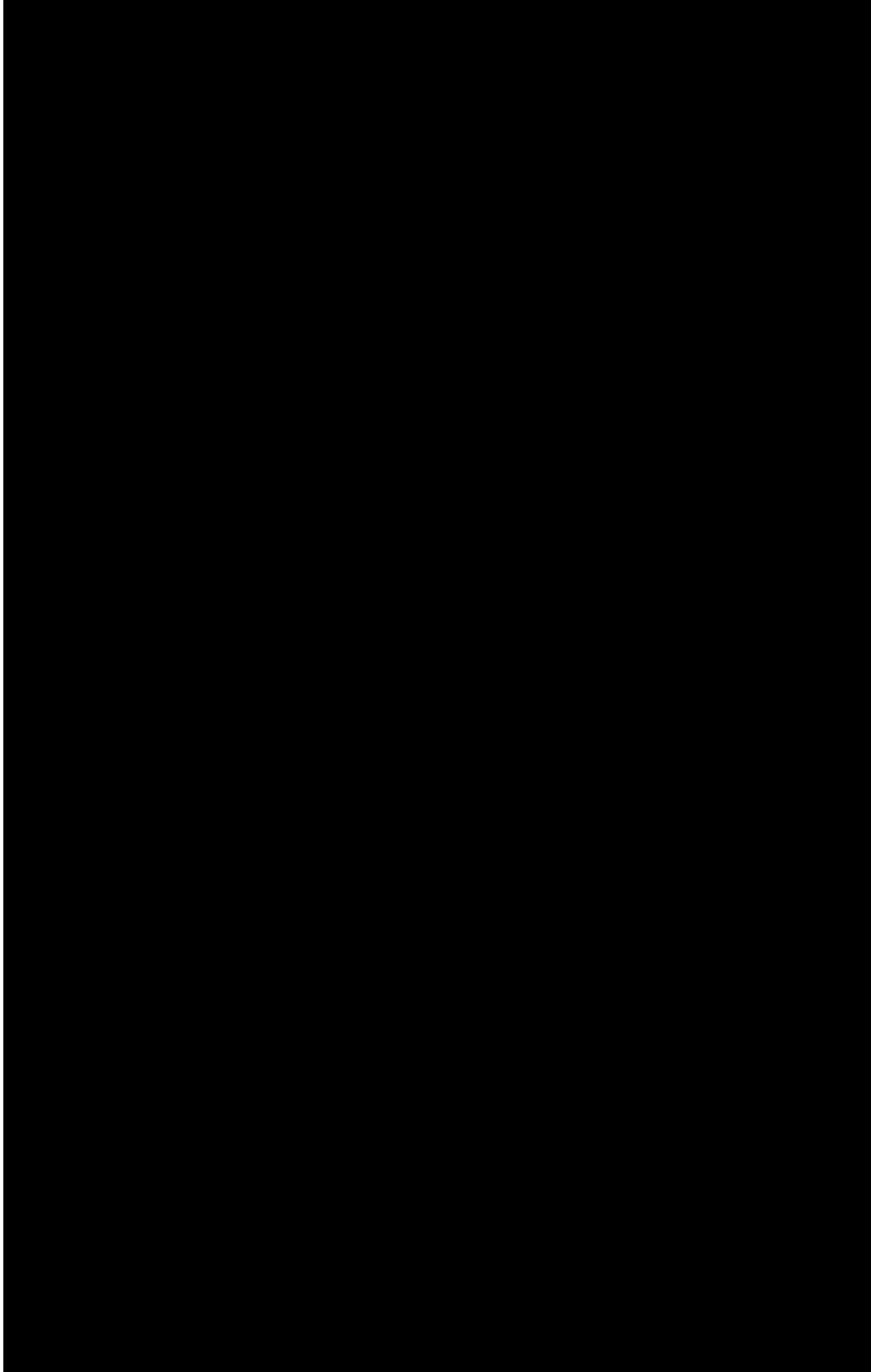
Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System







Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



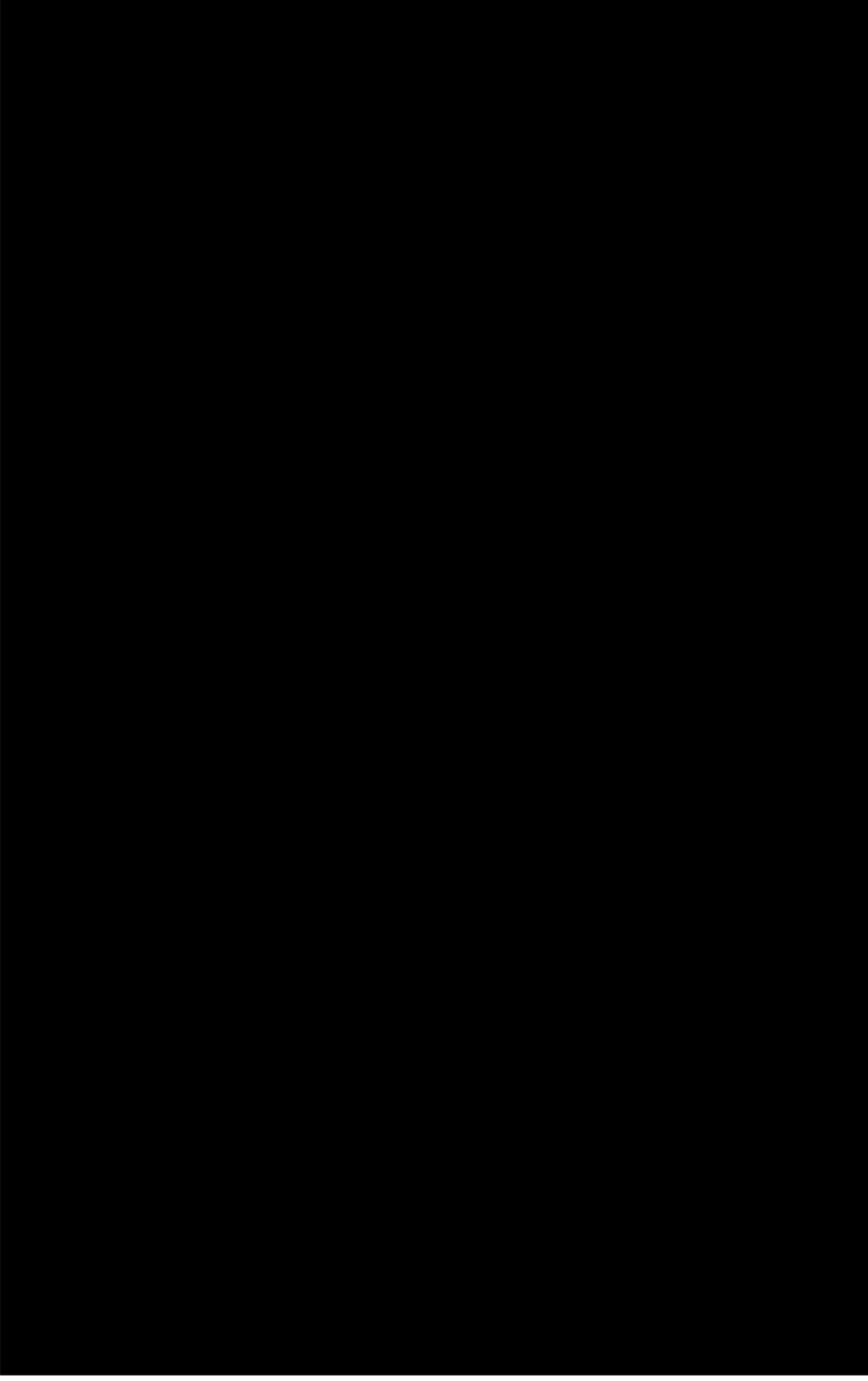
Proprietary and confidential to Accenture
© 2013 Accenture — all rights reserved

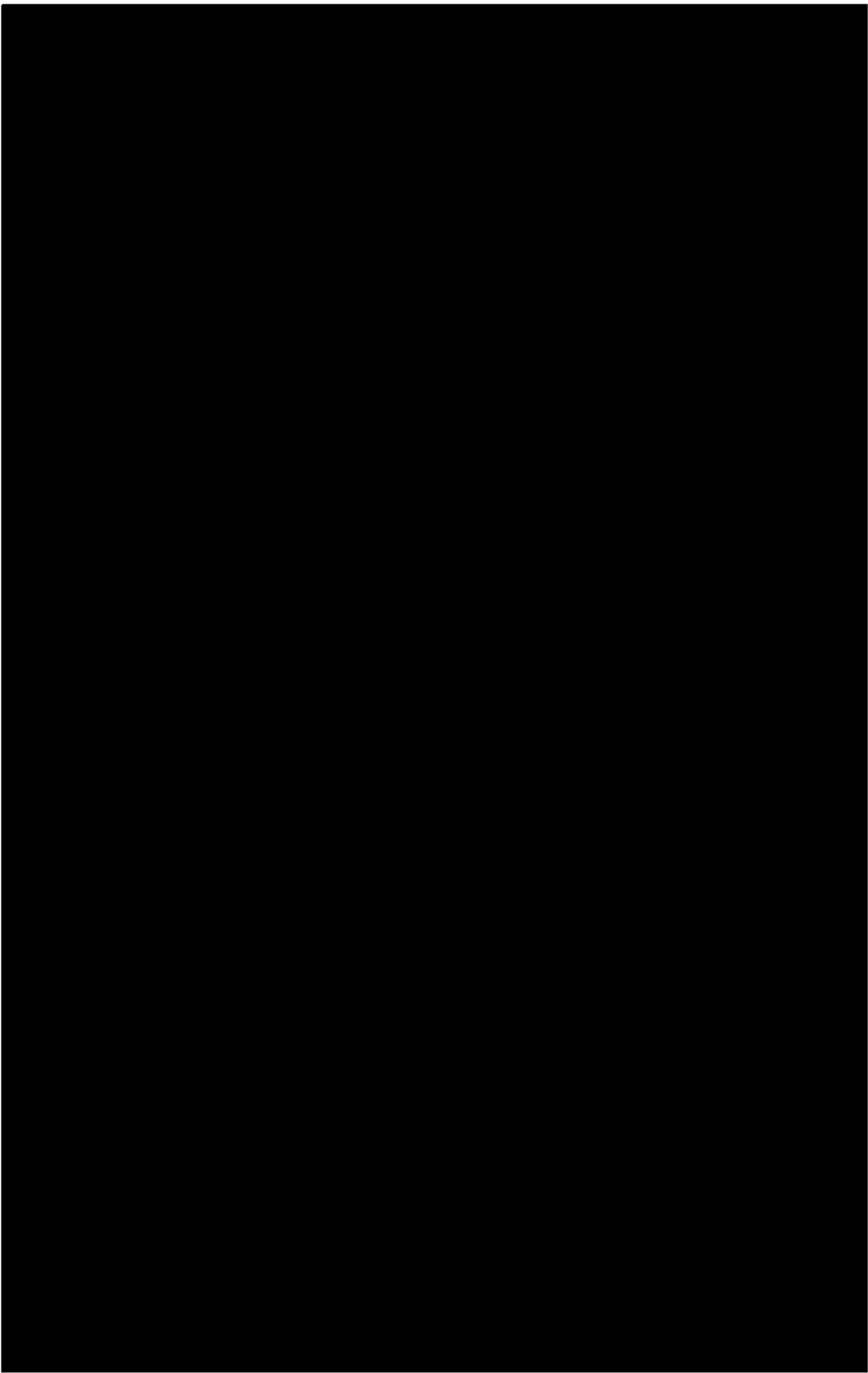
January 10, 2013

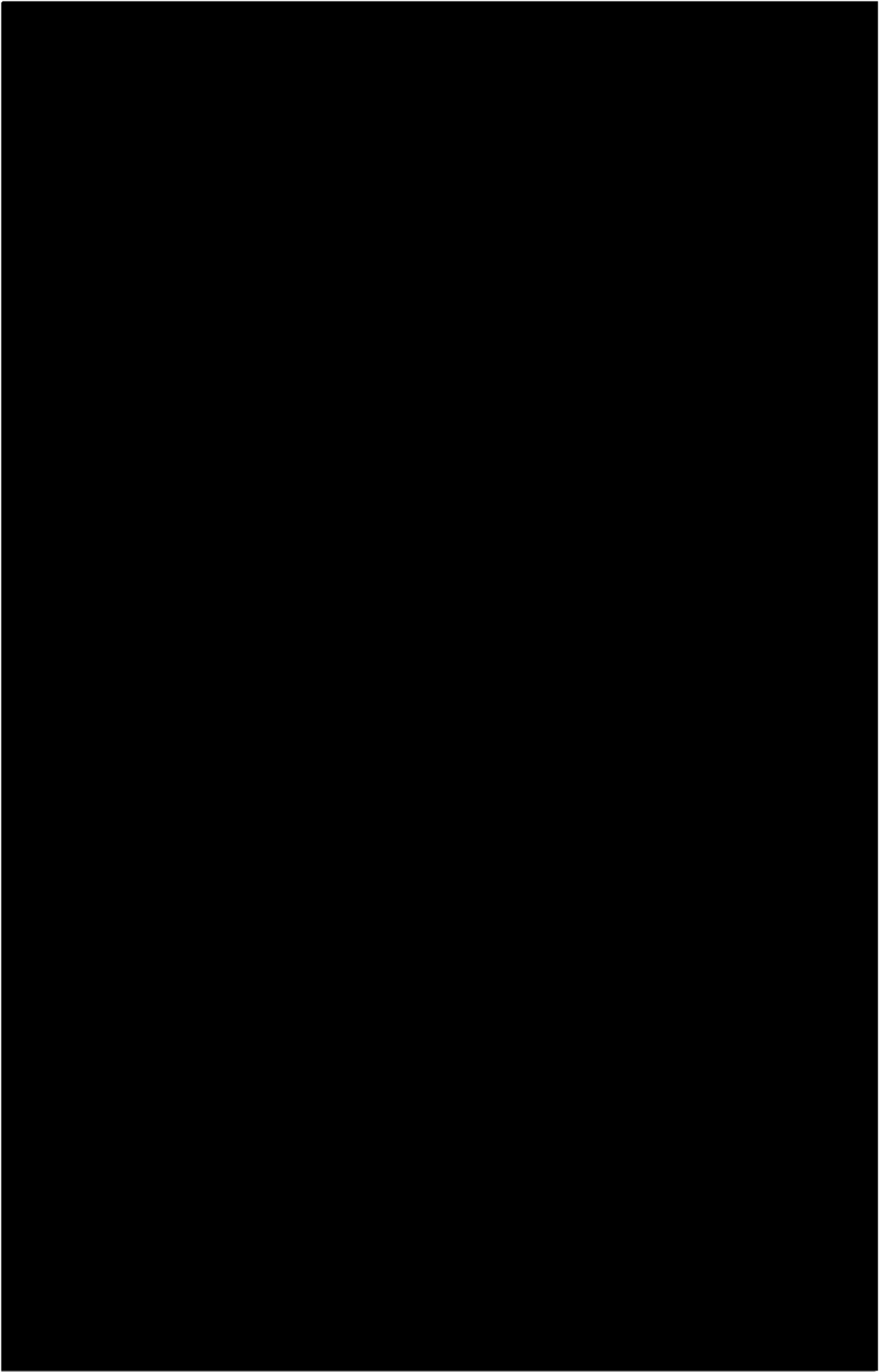
Conformed Specifications: September 13, 2013



Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System

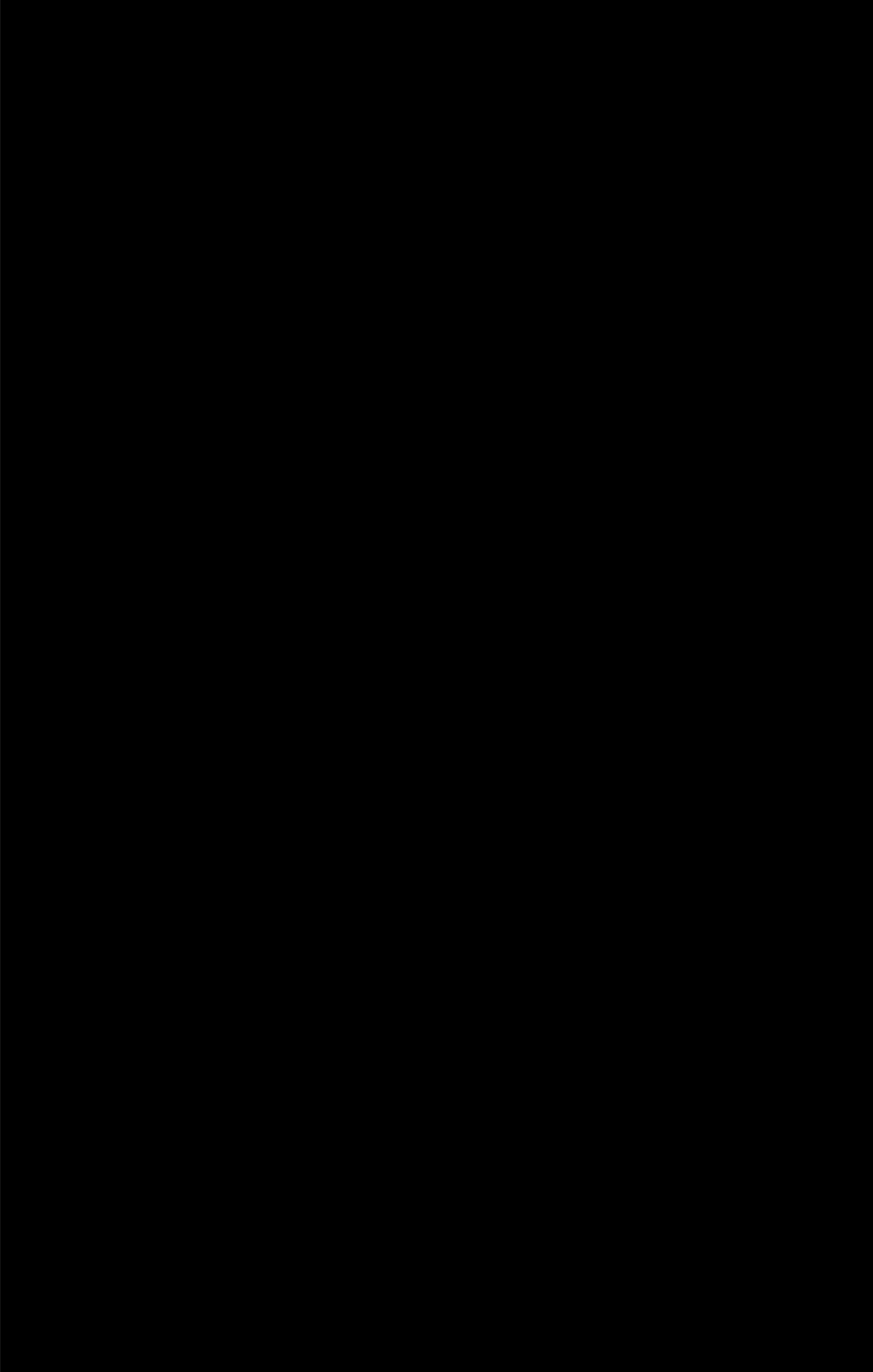








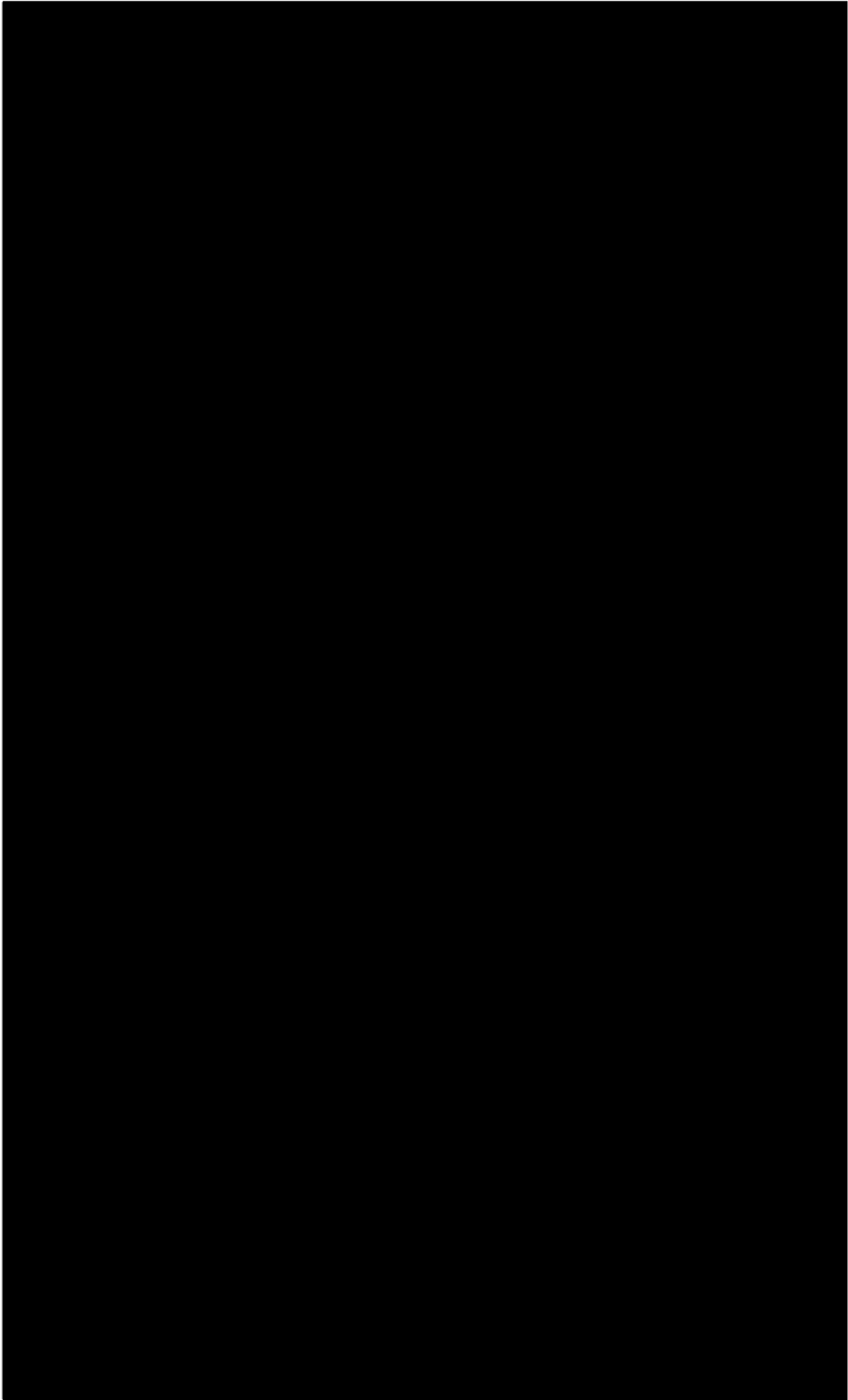
Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System

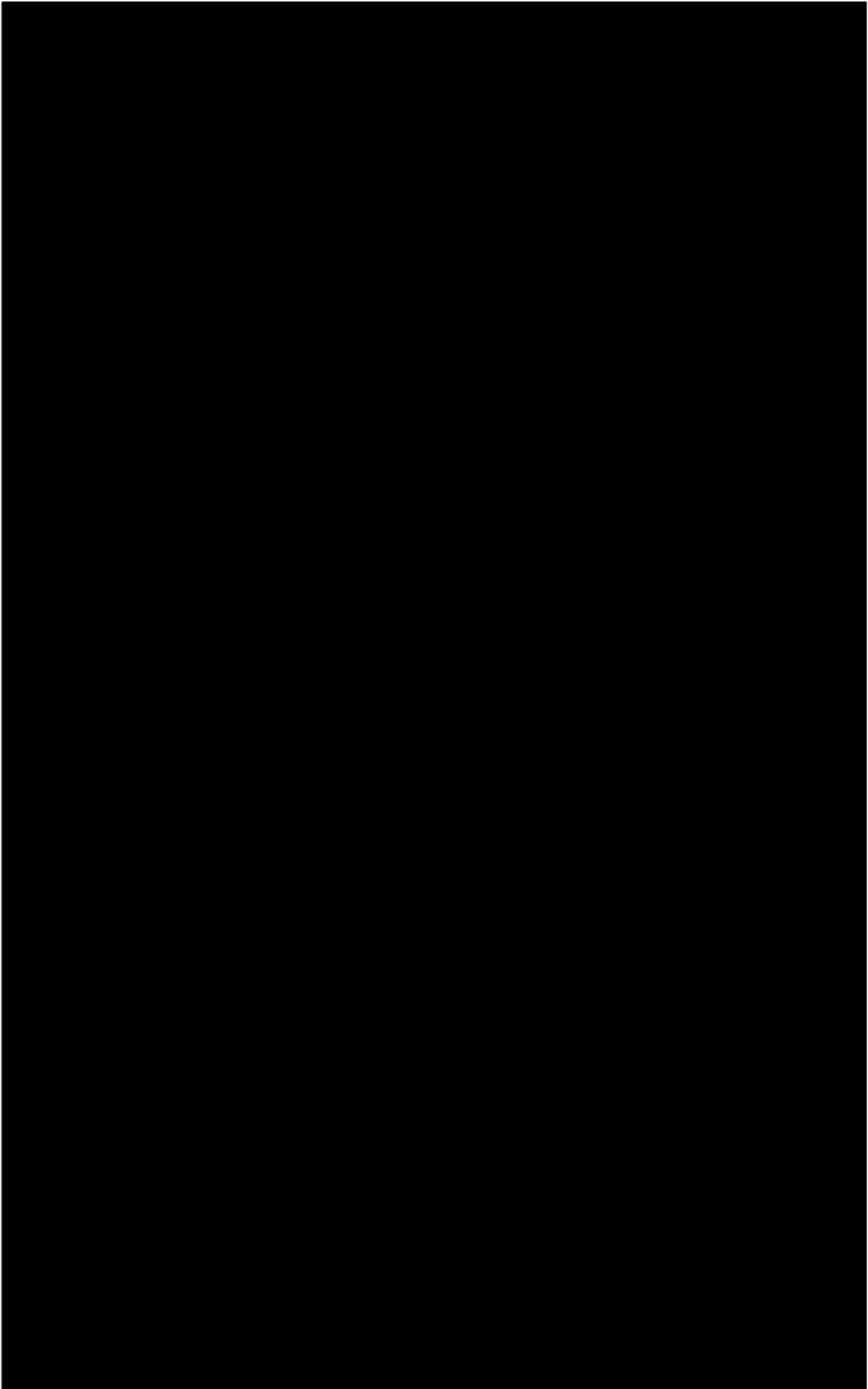


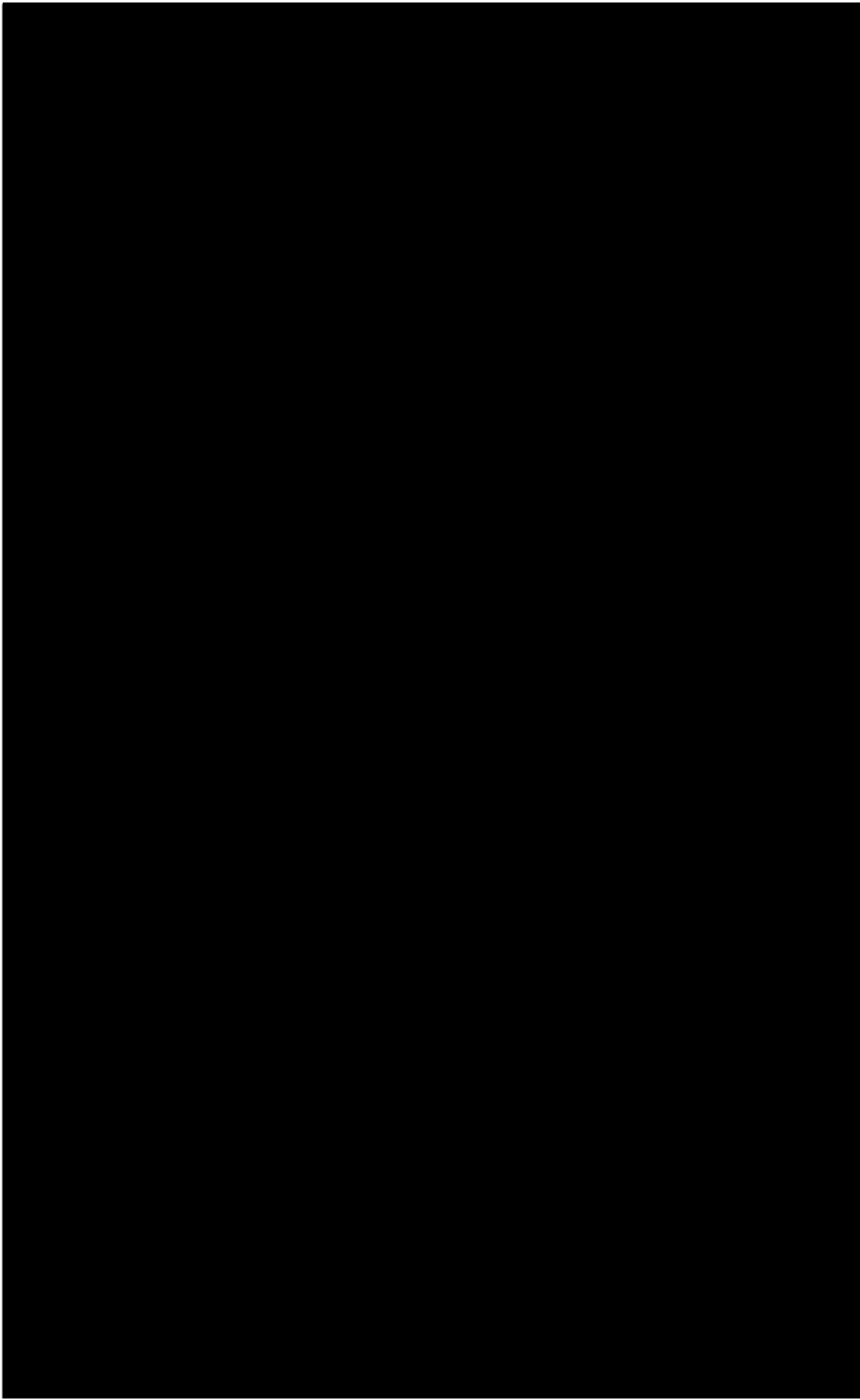
Proprietary and confidential to Accenture
© 2013 Accenture — all rights reserved

January 10, 2013

Conformed Specifications: September 13, 2013

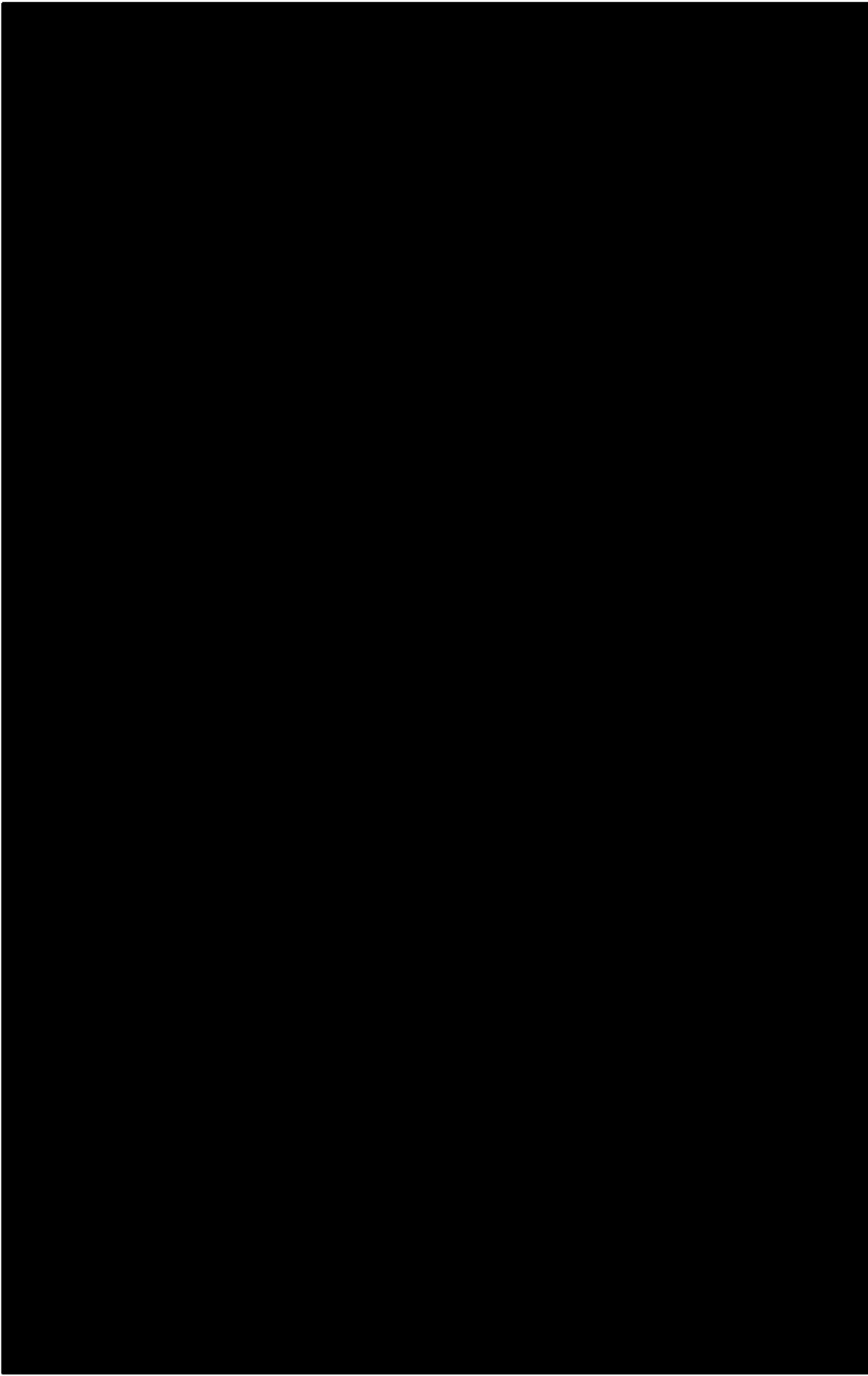








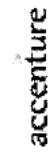
Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



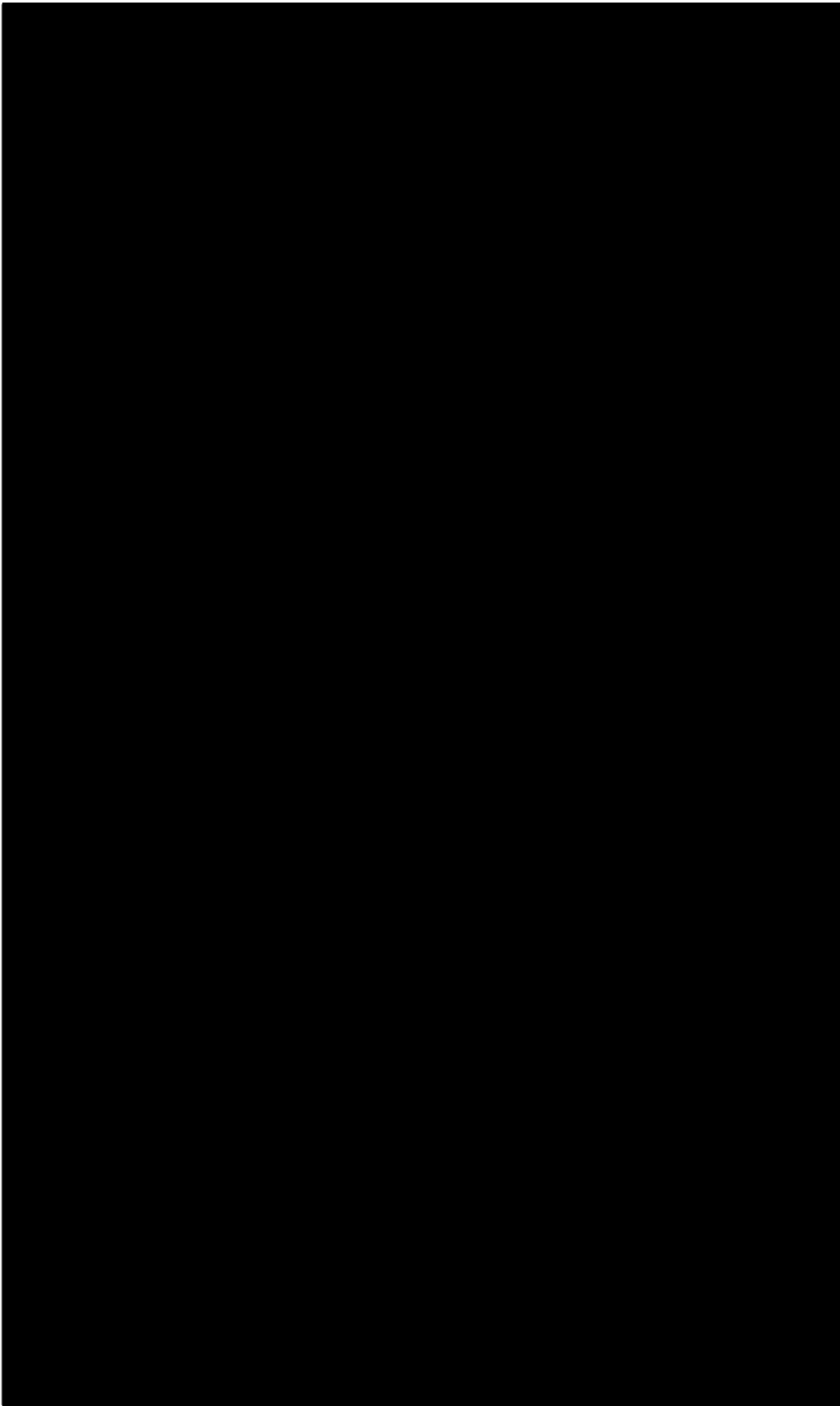
Proprietary and confidential to Accenture
© 2013 Accenture — all rights reserved

January 10, 2013

Conformed Specifications: September 13, 2013



Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



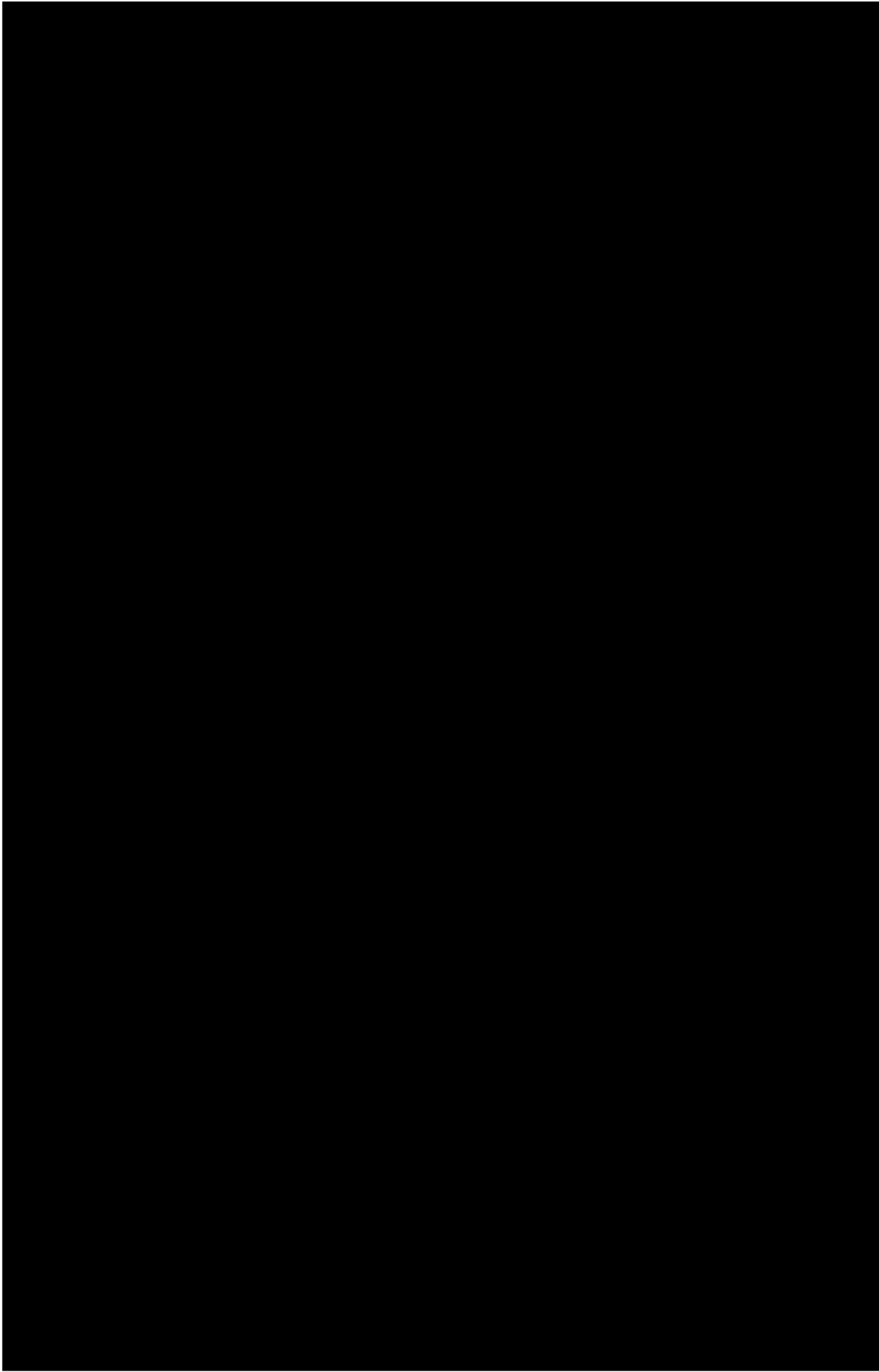
Proprietary and confidential to Accenture
© 2013 Accenture — all rights reserved

January 10, 2013

Conformed Specifications: September 13, 2013



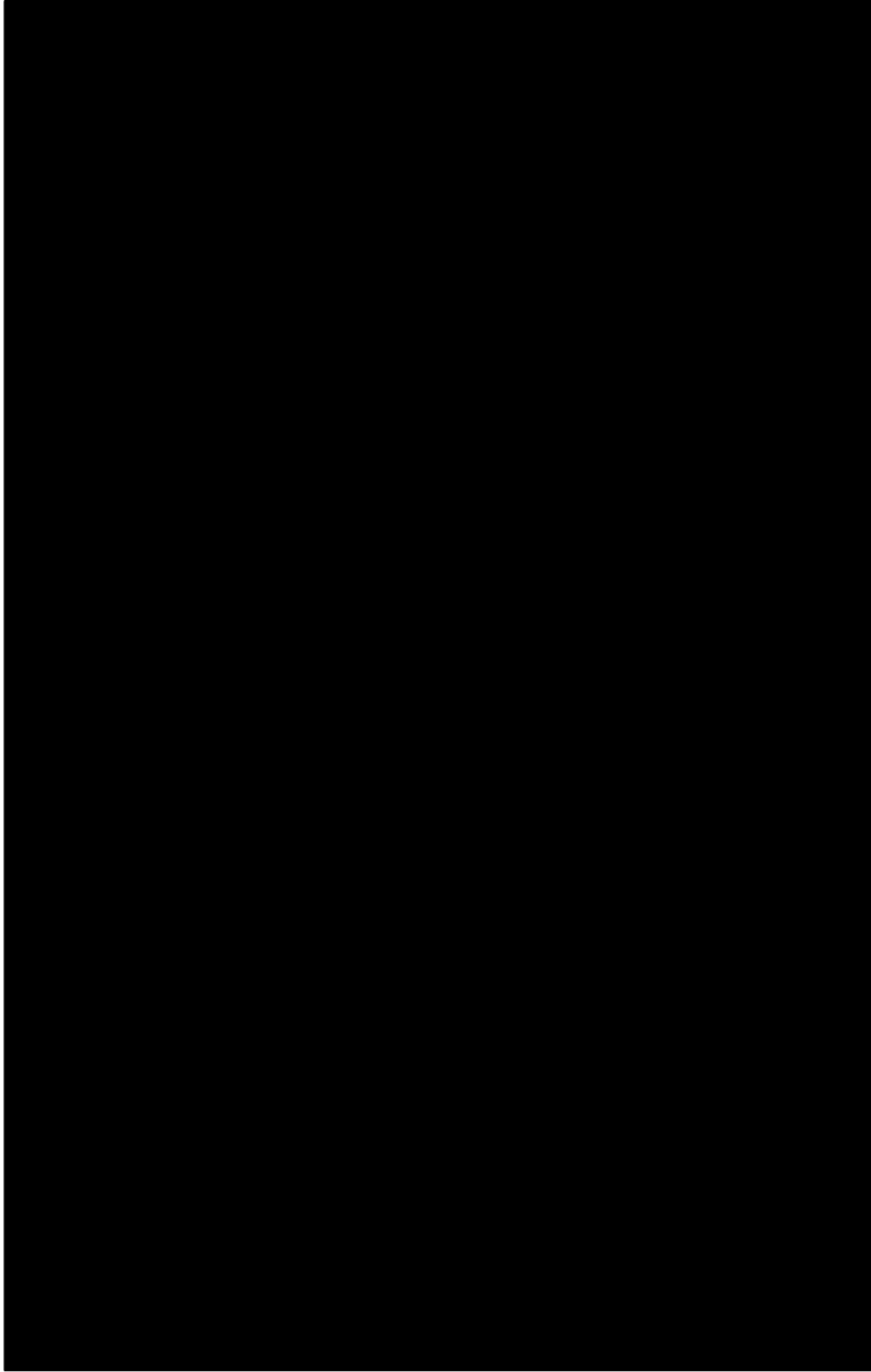
Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



Proprietary and confidential to Accenture
© 2013 Accenture — all rights reserved

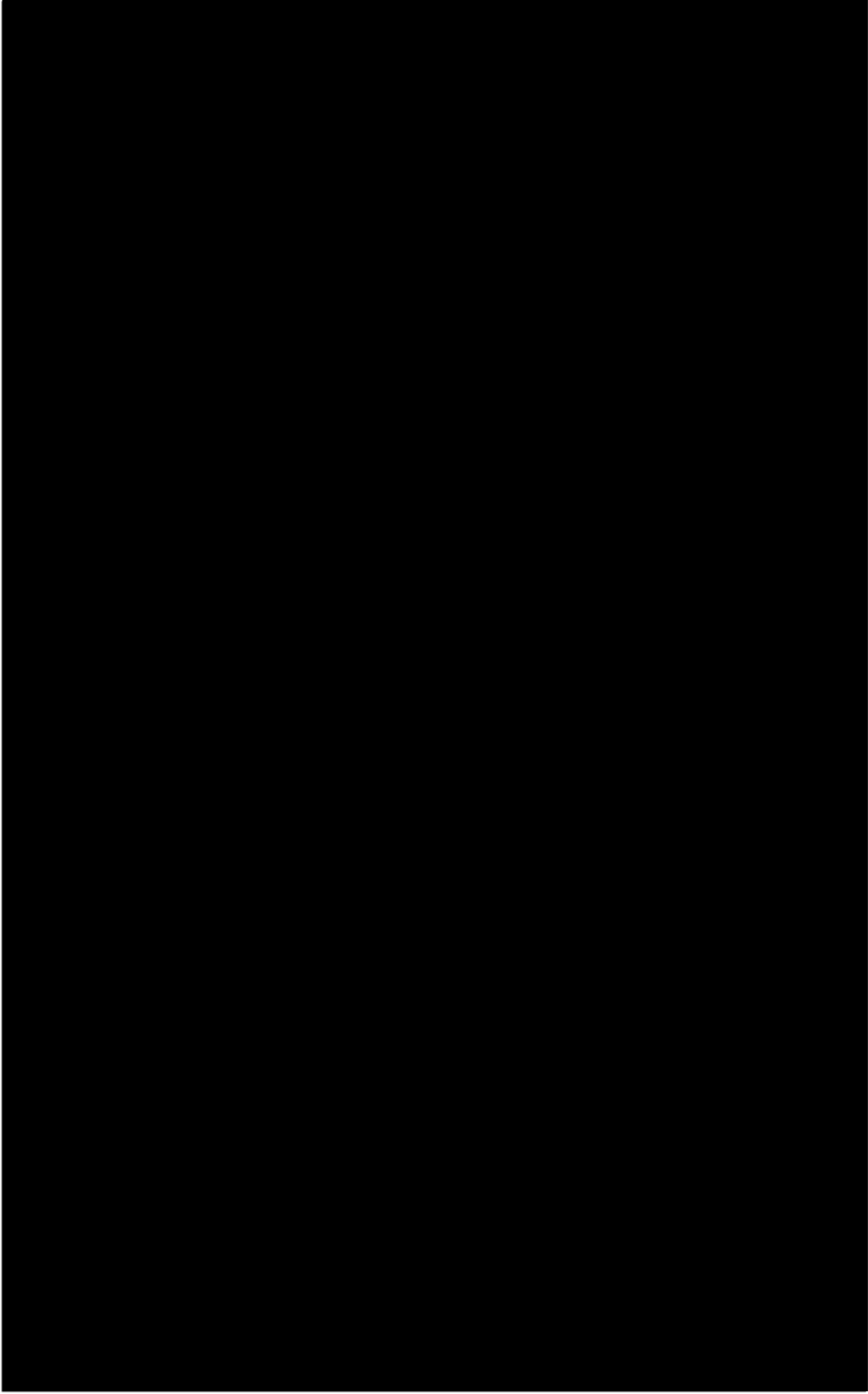
January 10, 2013

Conformed Specifications: September 13, 2013



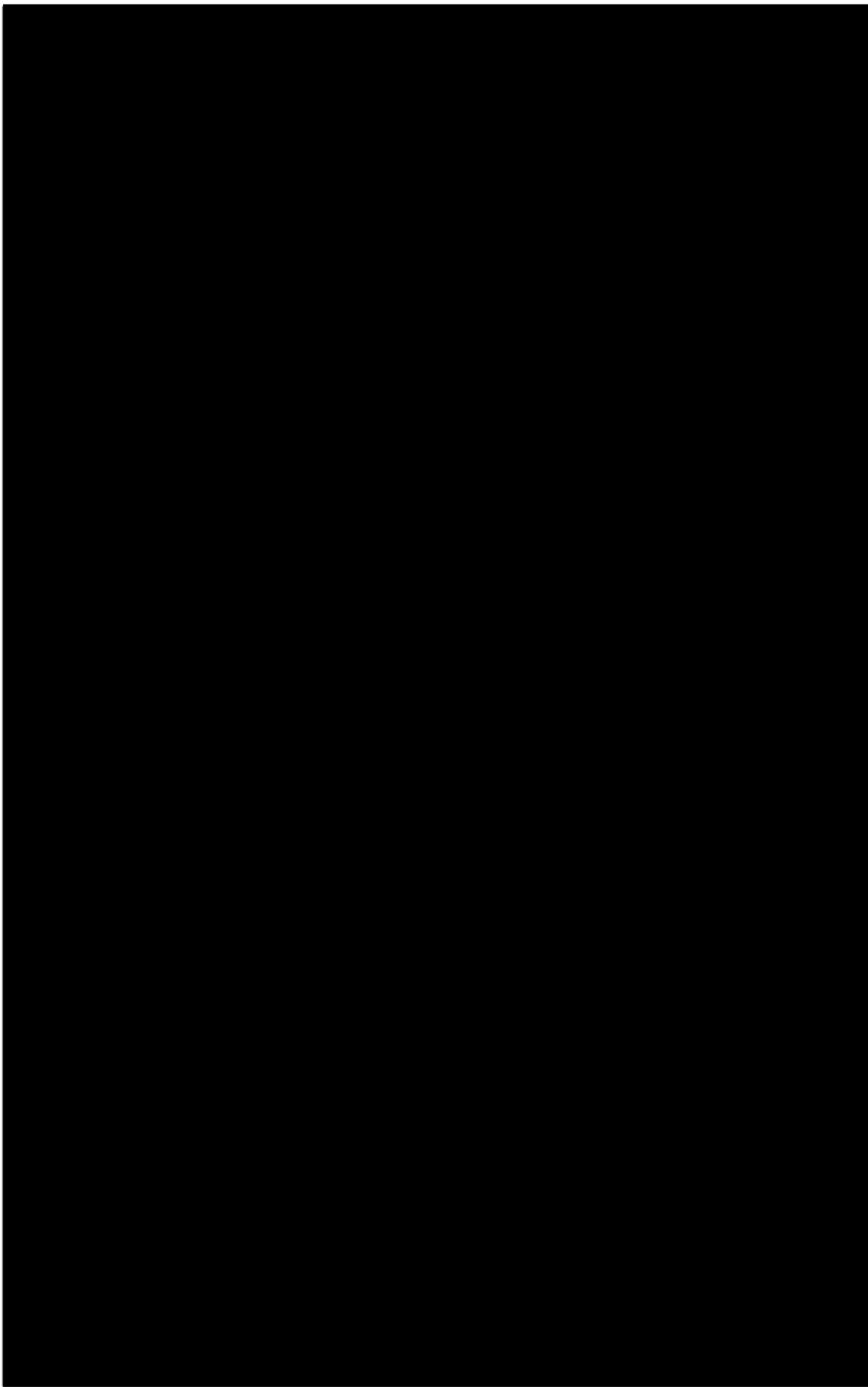


Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



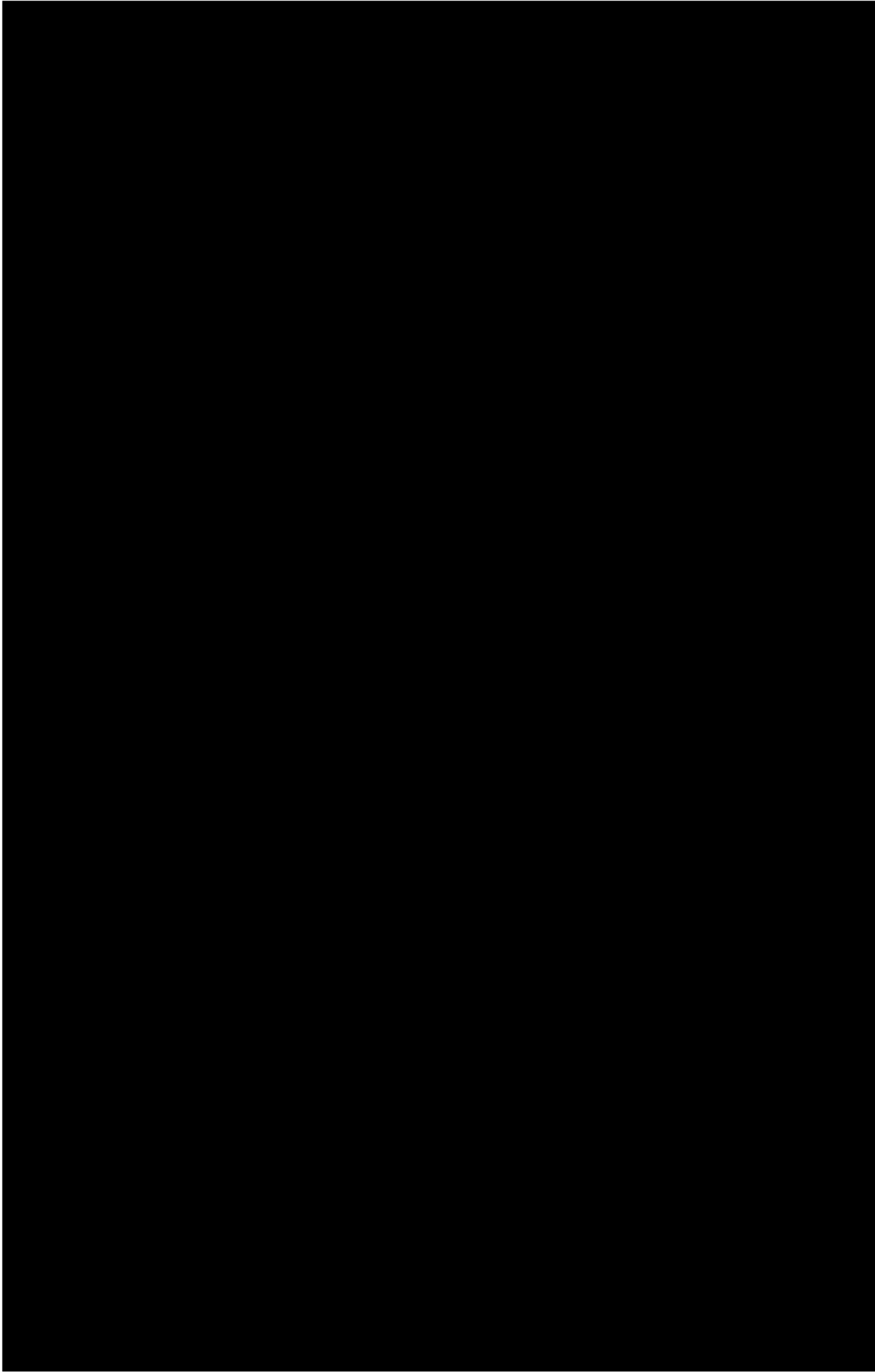


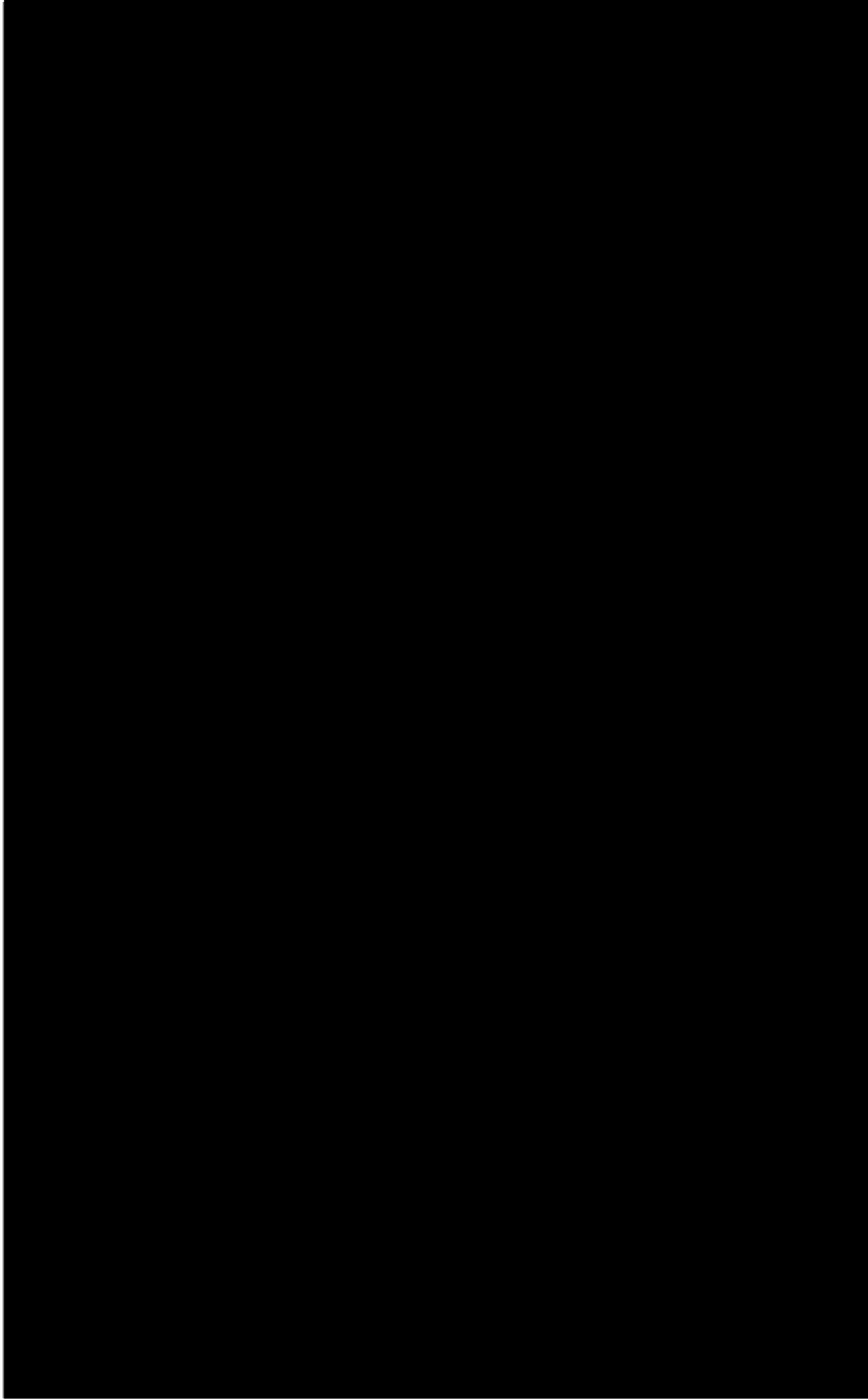
Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System





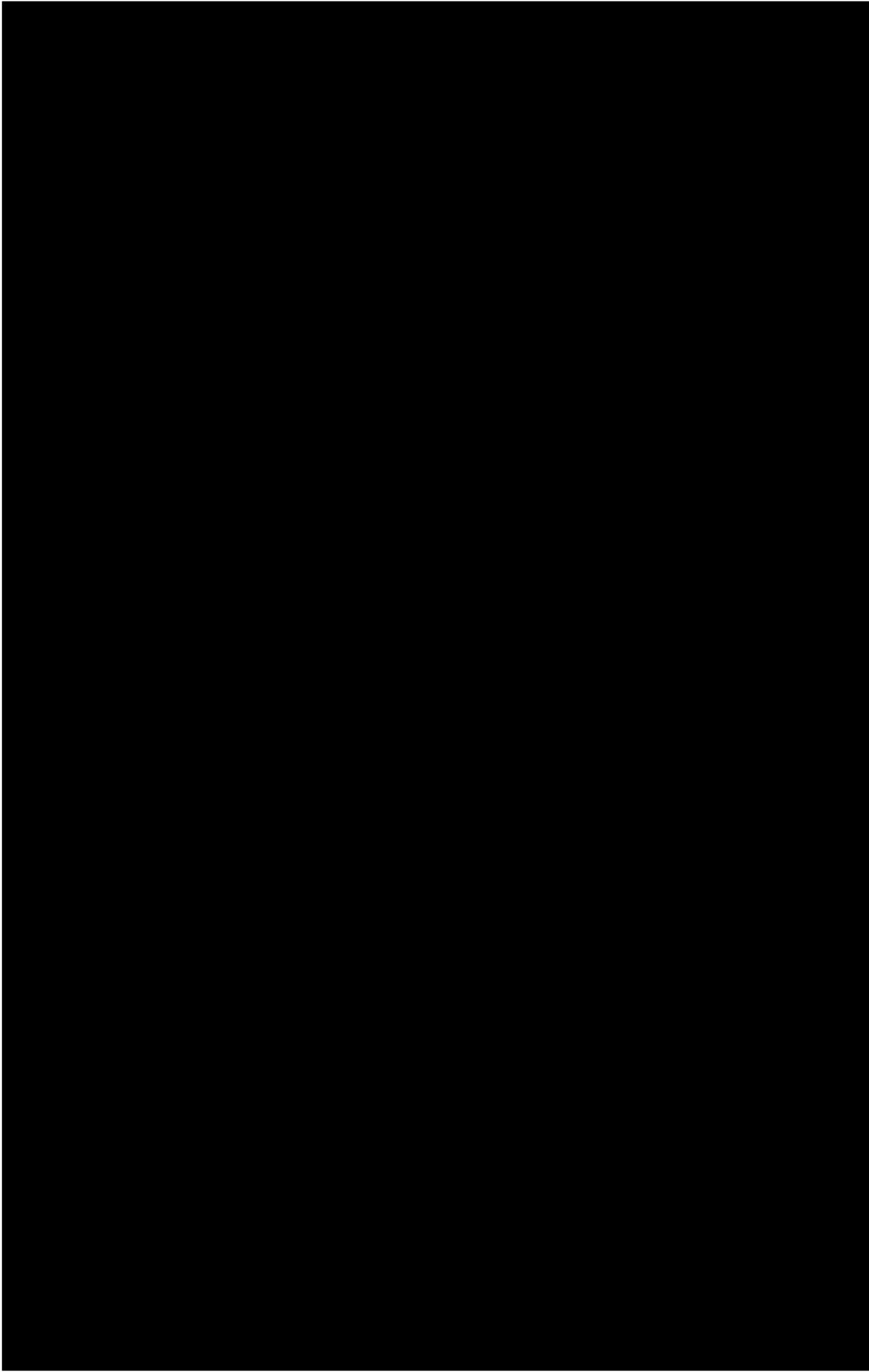
Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System





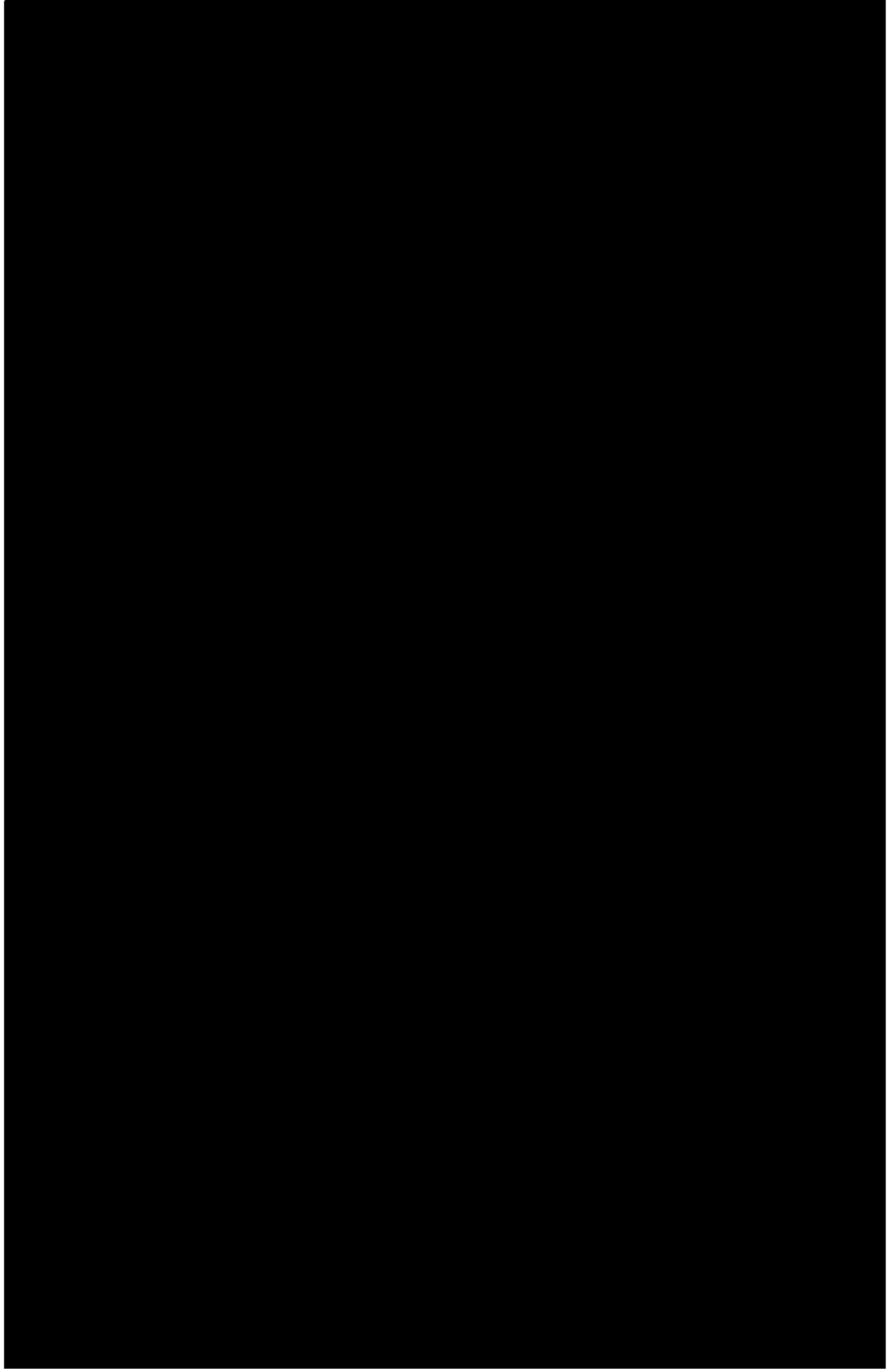


Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System





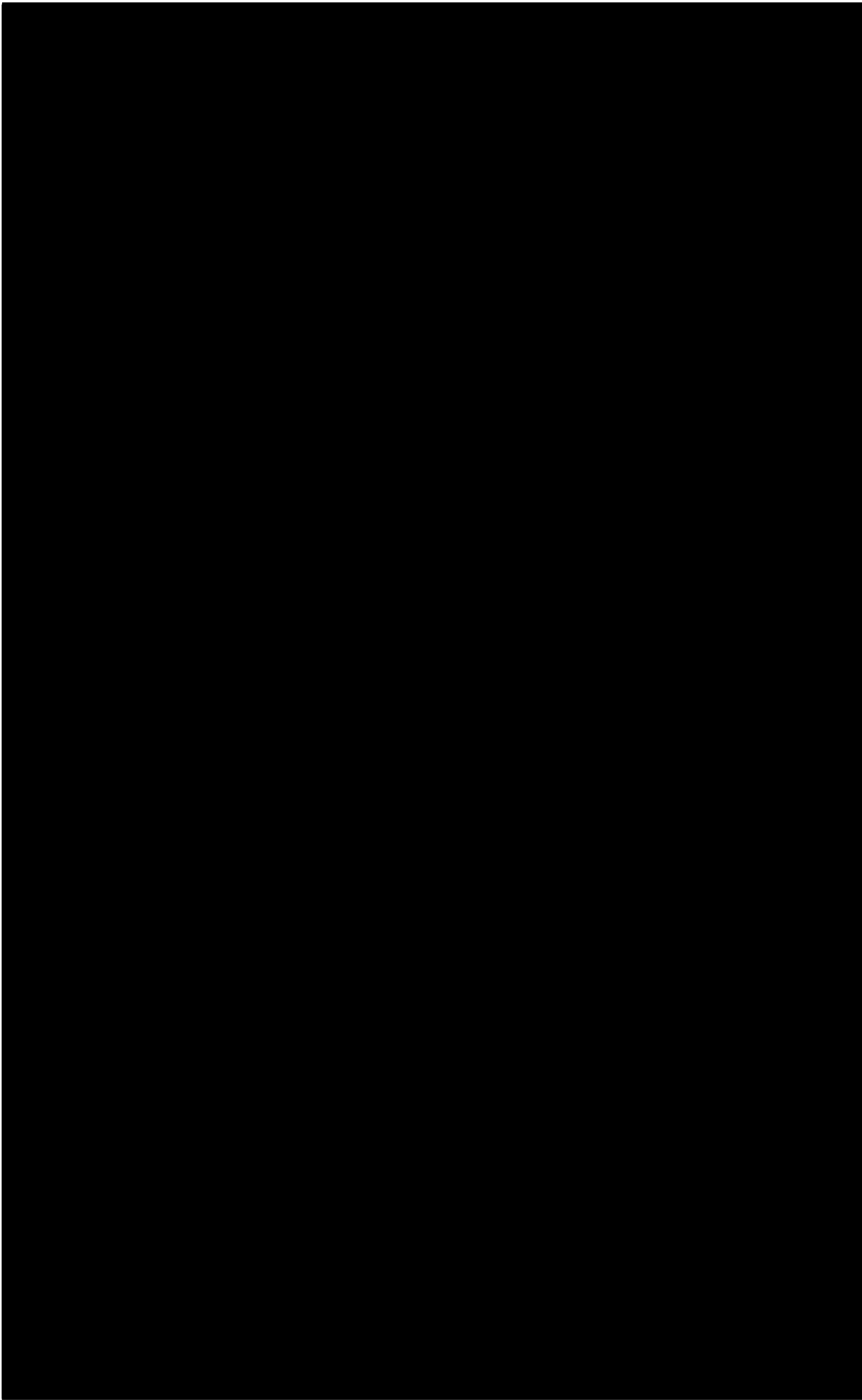
Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System



Proprietary and confidential to Accenture
© 2013 Accenture — all rights reserved

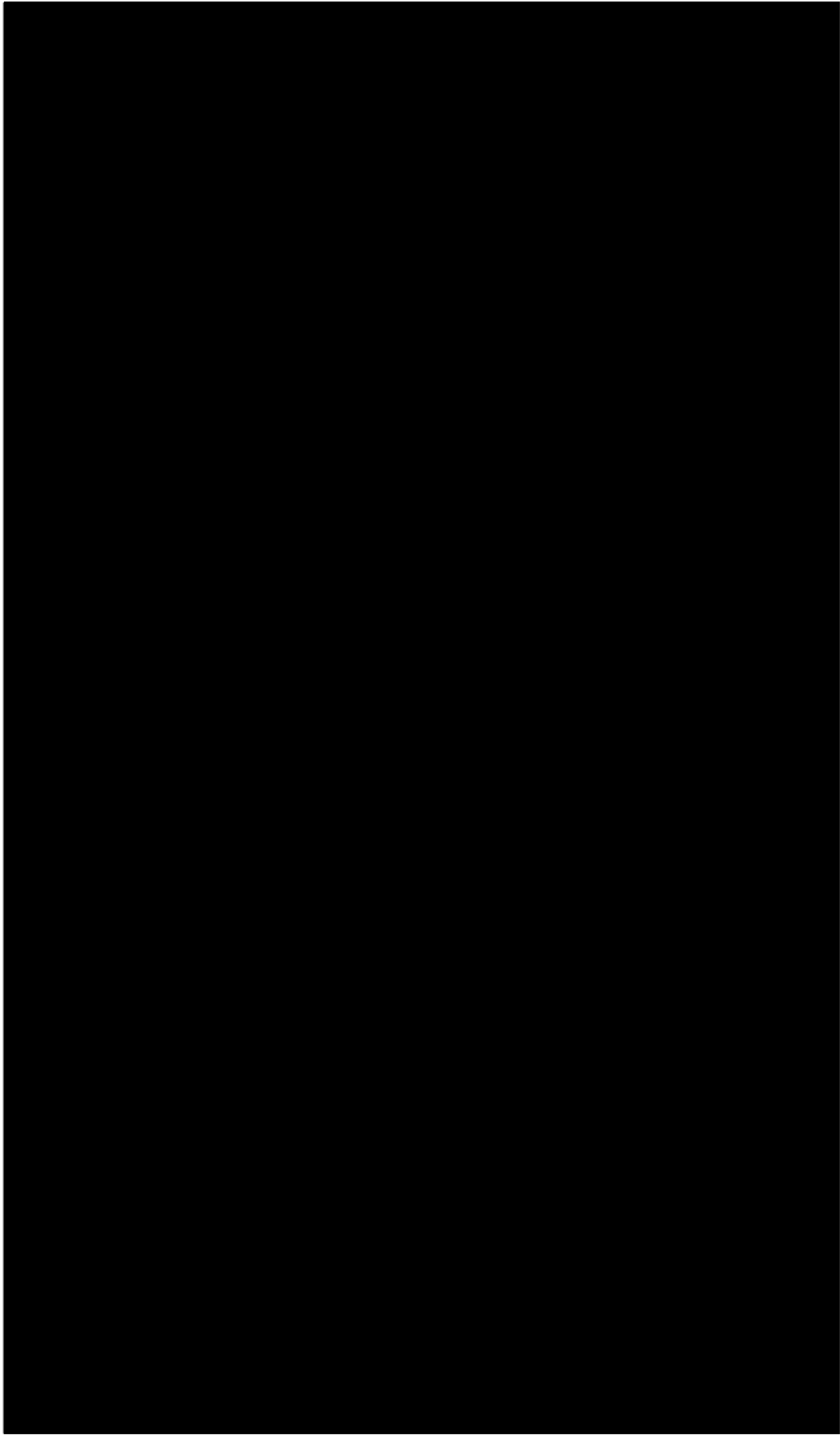
January 10, 2013

Conformed Specifications: September 13, 2013





Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System





Response to Illinois Tollway Request for Proposal for
Customer Service Center and Violation Processing System

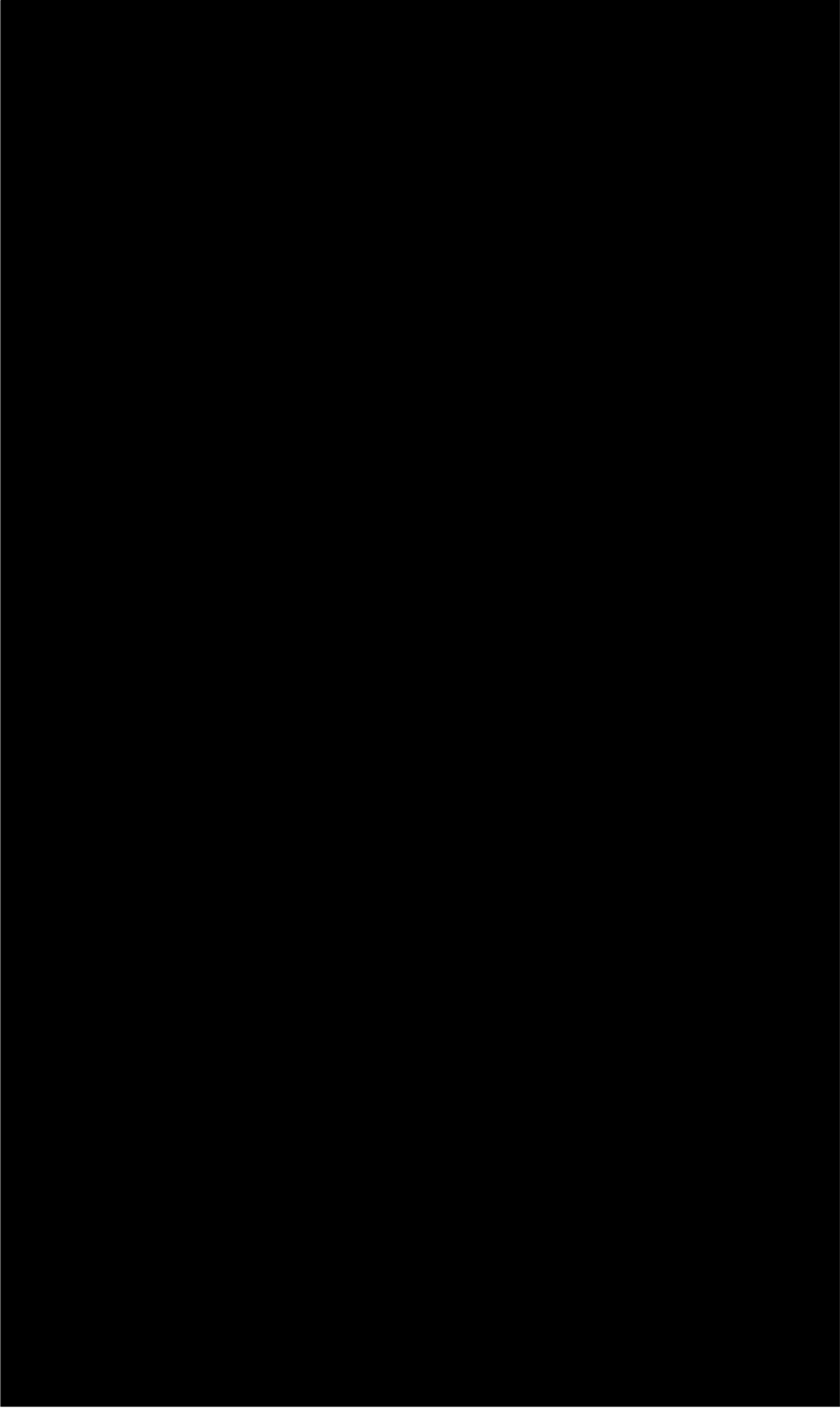




Exhibit 6

Master License Agreement

- **Master License Agreement**
- **Escrow Agreement**
- **Description of Software**

MASTER SOFTWARE LICENSE AGREEMENT

This **MASTER SOFTWARE LICENSE AGREEMENT** ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Accenture LLP, an Illinois partnership, with offices at 161 North Clark Street, Chicago, Illinois 60601 ("Accenture" or "Licensor") and the Illinois State Toll Highway Authority ("Tollway", "Licensee" or "Client"), with offices at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Accenture and Licensee are also parties to that certain Customer Service Center – Violation Processing System Agreement ("Services Agreement"), entered into concurrently herewith, pursuant to which Accenture will provide certain services related to the subject matter of this Agreement.

In consideration of the mutual promises contained in this Agreement and the Services Agreement, the Parties agree as follows:

1. GRANT OF LICENSE

1.1 License Grant. Subject to payment in full of the License Fee as set forth in the Services Agreement and compliance with the terms of this Agreement, Accenture hereby grants to Licensee a limited, non-transferable (except as provided in Section 9.2 below), non-exclusive license, perpetual and fully paid up ("License") to install and use the software ("Software"), documentation ("Documentation"), and other licensed materials (Software, Documentation and other licensed materials, individually and collectively the "Licensed Materials") solely for its business purposes, including, but not limited to, provision of government services to Licensee's citizens and constituents, as well as interfacing with other tolling agencies and/or companies for purposes of facilitating interoperability. The License granted hereunder is limited to the Licensed Materials and may only be used as described in this Agreement and in the Services Agreement. All rights to the Licensed Materials not expressly granted to Licensee in this Agreement or in the Services Agreement and the applicable Schedule are reserved to Accenture. The Licensed Materials are identified on one or more Schedules attached to this Agreement and made a part hereof. The Licensed Materials exclude any Third Party Dependent Software as further described in the applicable Schedule set forth in the Services Agreement. Except as otherwise agreed in this Agreement or the Services Agreement, Licensee will be responsible for acquiring its own license to all Third Party Dependent Software prior to the applicable License Effective Date set forth in the Services Agreement.

1.2 Back-up Copies. Licensee may make a reasonable number of non-production copies of the Licensed Materials solely for testing, backup and archival purposes. Such copies must retain all copyright and proprietary notices and legends contained in and on the original copy and are subject to all the terms and conditions in this Agreement.

1.3 Accenture Audit Rights. Accenture reserves the right, upon reasonable prior notice to Licensee and during normal business hours, to audit usage of the Licensed Materials for the purpose of verifying Licensee's compliance with the terms of this Agreement. Accenture will conduct its audits in a manner that will not unreasonably interfere with Licensee's business operations. In the event that the Licensee retains the Software after such time as it is receiving full maintenance and support services, Licensee shall audit its use of the Software on an annual basis and shall certify to Accenture that its use of the Software is in compliance with the obligations set forth in this Agreement and the applicable Schedule. In addition, Licensee shall also annually certify the then-current and attested amount specific to the form of calculation identified in the applicable Schedule, if any.

1.4 Government Use. The Software and solution (individually and collectively with other Licensed Materials the "Solution") licensed under this Agreement is proprietary commercial computer software funded entirely at private expense. All right, title and interest in the Solution belongs solely and exclusively to Accenture. The parties expressly stipulate and agree that the Solution constitutes proprietary software under 45 CFR § 95.617(c). Unless otherwise agreed to by the parties in writing, any derivatives, modifications, changes, translations or fixes ("Derivatives") to the Solution and to the documentation shall be exclusively owned by Accenture, and Licensee shall be granted a license to such Derivatives on the same terms as the license granted for the Licensed Materials.

2. TERM

The term of each License granted hereunder is as specified in the applicable Schedule ("Term"). Renewal of the Term (each such renewal, a "Renewal Term") shall be automatic upon provision of a Renewal Term

invoice by Accenture and payment of such invoice by Licensee. It is understood that the pricing for said Licensed Materials is as set forth in the Services Agreement.

3. LICENSE FEE AND TAXES

3.1 License Fee. In consideration of the License granted for the Term, Licensee shall pay Accenture a License Fee (exclusive of all taxes, tariffs, duties or similar charges) in the amount and manner specified in the applicable Schedule.

3.2 Taxes and Other Charges. Licensee agrees to pay in addition to the License Fees all applicable duties, tariffs and similar charges which may apply or be charged against Licensee under applicable laws and regulations as well as all taxes at the appropriate rate resulting from any transaction under this Agreement including, without limitation, sales, use, excise, value-added, goods and services, consumption, business and other similar taxes, except taxes based on Accenture's income or property. Should the payment of the License Fee be subject to withholding tax by any government, Licensee shall reimburse Accenture for such withholding tax upon request. Licensee will reimburse Accenture for any deficiency relating to taxes and other charges that are the Licensee's responsibility under this Agreement. Each party shall provide and make available to the other party any exemption certificates, treaty certification or other exemption information reasonably requested by the other party.

4. DELIVERY AND INSTALLATION

4.1 Delivery. Accenture may make the Licensed Materials available to Licensee for electronic download at the electronic delivery web site located at the following Internet URL: (to be provided by Accenture), via other mutually acceptable electronic transmission method or as otherwise agreed to in writing by the parties. Licensee shall have 30 days from download to complete and return the attached Certificate of Electronic Delivery.

4.2 Upgrades or Enhancements. Except as otherwise agreed to in the Services Agreement or elsewhere in writing, if any enhancements or Software upgrades are provided under the Services Agreement, such enhancements and Software upgrades are provided and shall be deemed a part of the Licensed Materials hereunder.

5. PROPRIETARY PROTECTION AND RESTRICTIONS.

5.1 Ownership. Accenture (and/or Accenture's licensors as applicable) shall have sole and exclusive ownership and all rights, title and interest in and to the Licensed Materials and all derivative works, modifications and enhancements thereof (including ownership of all trade secrets, patents, copyrights and any other intellectual property rights pertaining thereto), subject only to the license rights expressly granted pursuant to this Agreement.

5.2 Restrictions. Licensee may not use, copy, modify, or distribute the Licensed Materials (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by this Agreement. Licensee may not (and shall not permit others to) reverse assemble, reverse engineer, reverse compile, or otherwise translate the Licensed Materials in any manner except to the extent that applicable law specifically prohibits such restrictions. Licensee's rights herein may not be transferred, leased, encumbered, or assigned except as otherwise provided for herein or in the Services Agreement. The License granted herein permits Licensee to use the Licensed Materials solely for its own benefit and its own internal business operations.

5.3 Confidentiality. Each party acknowledges that in the course of this business relationship it may have access to information which is proprietary, secret, private, and confidential ("**Confidential Information**") and which belongs to the other party. Subject to the obligations imposed on Licensee under its applicable open records of freedom of information laws, the Licensed Materials and the terms of this Agreement are Confidential Information of Accenture. Each party agrees not to disclose any Confidential Information of the other received as a result of this Agreement that have been appropriately marked as confidential, proprietary or trade secret in accordance with the applicable provisions of the SCFIA, to any third party without the written consent of the other party; *provided, however*, each party may permit access to Confidential Information to employees and agents who have a need to know such information of that party and who have agreed to keep

such information confidential under confidentiality obligations consistent with this Agreement. Confidential Information does not include any information which: (a) is or becomes generally available to the public through no disclosure in breach of this Agreement; (b) is wholly and independently developed by the receiving party without the use of the disclosing party's Confidential Information; (c) becomes available to the receiving party from a source not a party to this Agreement, provided that such source is not violating any contractual or legal obligation; (d) was known on a lawful, non-confidential basis by the receiving party prior to disclosure; or (e) is required, based upon the reasonable advice of counsel, to be disclosed by any applicable law, regulation or competent judicial, governmental, or other authority. If the receiving party becomes legally required to disclose any Confidential Information, the receiving party shall, to the extent practicable and not prohibited under applicable law, provide the disclosing party with prompt written notice of such requirement so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with respect to that disclosure. Each party will exercise commercially reasonable efforts not to disclose any personal data to the other party and to restrict the other party's access to its personal data, but if a party is given access to the other party's personal data, the receiving party will protect such personal data using a reasonable standard of care.

5.4 Access by Contractors. Licensee may only disclose the Licensed Materials to third parties performing services for Licensee and with a need to know, provided the third parties sign a nondisclosure agreement with Accenture prior to their use or access if requested by Accenture. Any use or access by such third parties shall be solely for the purpose of conducting, or assisting Licensee with its own purposes and with the conduct of, its internal business operations.

6. WARRANTIES AND INTELLECTUAL PROPERTY INDEMNITY

6.1 Warranties. Warranties and Indemnification as to the Licensed Materials shall be as set forth in the Services Agreement, including but not limited to Section 2.11.

6.2 Disabling Code. Accenture will not include, activate or invoke (or knowingly permit the inclusion, activation or invocation of) any Disabling Code (as defined below) in the Software. "Disabling Code" means any code, feature or function that is designed to permit Accenture or any third party to disable, deactivate, delete, lockup, discontinue or shut down one or more software programs or systems or otherwise terminate or prevent Licensee's use of the Software.

ACCENTURE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE THAT MAY BE SET FORTH HEREIN OR IN THE SERVICES AGREEMENT.

The rights and responsibilities of each party as to indemnification and third party claims are set forth in Section 4.4 of the Services Agreement.

7. LIMITATION OF LIABILITY

Licensor's liability under this Agreement shall be limited only to the extent provided for in the Services Agreement.

8. TERMINATION

8.1 Termination for Breach. Licensor may terminate this Agreement and the License hereunder if the Licensee breaches a material provision of this Agreement and fails to correct the breach within thirty (30) days following written notice of the breach.

8.2 Other. All other rights and responsibilities as to termination are as set forth in the Services Agreement.

8.3 Rejection of Executory License. The parties agree that the Software is "intellectual property" as defined in Section § 101(35A) of the U.S. Bankruptcy Code. The Tollway shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n) and any amendments thereto (the "Code"). In the event of Accenture's bankruptcy, the parties intend that the provisions of the Code shall apply and that any failure by the Tollway to assert its rights to "retain its benefits" to the intellectual property encompassed by the software pursuant to Section 365(n)(1) of the Bankruptcy Code, 11 USC, under an executory contract rejected by the trustee in bankruptcy, shall not be construed by the courts as a termination of the contract by the Tollway a licensee under Section 365(n)(1)(A) of the Bankruptcy Code, 11 USC. Should the Tollway wish to terminate such rights, it shall do so only by giving written notice to such effect.

9. GENERAL

9.1 Modification of the Agreement. The terms of this Agreement may only be modified by a written agreement duly signed by authorized representatives of both parties hereto. Variance from the terms and conditions of this Agreement in any Licensee purchase order or other written notification will be of no effect.

9.2 Assignment. Except as set forth below, neither party may assign or transfer this Agreement, without the prior written consent of the other party. Such consent shall not be unreasonably withheld. Any attempted assignment, delegation or transfer in derogation of this Section 9.2 shall be null and void.

(a) This Agreement, and any rights regarding it, may be assigned to affiliates of the Licensor, or to successors in interest of substantially all the assets of the Licensor (or to which Licensor transfers title to the Software), if the assignee expressly assumes all of Licensor's obligations, responsibilities and liabilities under th Agreement and the Services Agreement. Licensor must give Licensee reasonable notice of any assignment.

(b) Licensee may assign this agreement to any other government entity that is duly authorized by the legislature or executive, as applicable, to assume the responsibility for the administration of the government programs for which purpose this License is granted.

9.3 Compliance with Laws. Each party shall perform its obligations under this Agreement in a manner that complies with all federal, state and local laws and regulations that are applicable to such party in the conduct of its business. Licensee will retain responsibility for its compliance with all applicable federal, state and local laws and regulations relating to its use of the Licensed Materials and relating to its business. Licensor will be responsible for compliance with all applicable federal, state and local laws and regulations relating to its ownership rights in the Licensed Materials and to its business.

9.4 Reserved.

9.5 Dispute Resolution. The parties agree that in the event of a dispute or alleged breach of this Agreement, the parties will follow the dispute resolution procedures set forth in the Services Agreement.

9.6 Force Majeure. Except for payment obligations, each party shall be excused from failure to perform its obligations under this Agreement if such failure results from a Force Majeure event as that term is defined in the Services Agreement.

9.7 Survival. The provisions of Sections 3, 5, 6, 7, 8 and 9 and any other provisions which by their nature are intended to survive termination shall survive any termination or expiration of this Agreement.

9.8 Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Illinois without giving effect to its conflict of law rules. Neither the UN Convention on Contracts for the International Sale of Goods (including any domestic law that implements such UN Convention in the Territory), nor the Uniform Computer Information Transactions Act (nor any non-uniform version) shall apply to this Agreement.

9.9 Notices. All notices under this Agreement are to be delivered pursuant to the process set forth in the Services Agreement.

9.10 Interpretation; Headings. Any question of interpretation or construction shall not be resolved by any rule providing for interpretation or construction against the party who causes the uncertainty to exist or against the drafters of this Agreement. The headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of this Agreement.

9.11 Severability; Waiver. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the balance of the Agreement shall be enforceable in accordance with its terms. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights or of any other rights hereunder.

9.12 Relationship of the Parties. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties hereto.

9.13 Entire Agreement. This Agreement, including all Schedules hereto (which form part of this Agreement), together with the Services Agreement, constitute the entire agreement between the parties pertaining to the subject matter hereof and merges all prior agreements and discussions of the parties with regard to the transactions contemplated herein. Licensee acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein, and for its own purposes and not for the benefit of any third party. This Agreement and the applicable Schedule(s) may be executed by facsimile and in any number of counterparts, each of which will be considered an original for all purposes, and all of which when taken together will constitute a single agreement. Terms and conditions in Schedules attached to this Agreement that conflict with, or are in addition to, this main Agreement shall control but with respect to that Schedule only.

9.14 Precedence. In the event of a conflict between the terms of this Agreement and the terms of a Schedule attached to this Agreement, the terms of the Schedule will prevail, but only with respect to that Schedule. In the event of a conflict between this Agreement and the Services Agreement or the Conformed Requirements Document that is made a part of the Services Agreement, the terms and conditions of the Services Agreement and/or Conformed Requirements Document shall control unless otherwise agreed to in writing by Licensee.

9.15 Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Acknowledged and Agreed:

ACCENTURE LLP

By: _____

Name: J. Bryan Nicol
(typed or printed)

Title: Managing Director

Date: October 21, 2013

LICENSEE

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____

Name: Kristi Kattler
(typed or printed)

Title: Executive Director

Date: 10-22-13

Schedule # 1
CUSTOMER SERVICE CENTER AND VIOLATION PROCESSING SYSTEM CONTRACT
("Services Agreement")

LICENSED MATERIALS

Accenture Tolling Solution ("ATS") and associated documentation

"Term": The Term of the License granted hereunder is perpetual and shall commence upon delivery as provided in the Services Agreement.

"License Fee": The license fee for the Licensed Materials for the Term as provided in the Services Agreement.

Certificate of Electronic Delivery/Remote Access

Client Information

Company Name - _____
Address - _____
Phone - _____

Client Contract for Electronic Download- _____

Date of Electronic Download/Remote Access - _____
Server Location Software was Electronically Download - _____
Name of Software Downloaded/Accessed - _____

For Downloaded Software Only

Date of Transmission - _____
Download Start Time - _____
Download End Time - _____

Was Your Download Successful – Yes _____ No _____

Send or Fax a Copy of your Certificate to the engagement lead.

Invoice requirements

To support electronic delivery/remote access the client's invoice **must** indicate the state where the software was delivered or accessed.

**SCHEDULE B
NON-DISCLOSURE COVENANT**

TO: **Lincoln-Parry SoftEscrow, Inc.**
Escrow Agent
Fax +1 -613-839-1362

TO:
Depositor

WHEREAS the Depositor and the Beneficiary are parties to a Software Escrow Agreement bearing No.9000 and dated October 27, 2011 pursuant to which the Software therein shall be released to the Beneficiary by the Escrow Agent upon the occurrence of certain conditions, and;

WHEREAS a prior condition of such release is set out in Section 6(Release to Beneficiary) of the said Agreement, namely that the Beneficiary must first execute this form of non disclosure covenant and deliver it to the Escrow Agent;

THEREFORE the Beneficiary covenants as follows for the benefit of the Depositor:

1. To hold the Software in the strictest of confidence, recognizing that it is a valuable trade secret of the Depositor and that its improper disclosure will cause substantial and irreparable injury to the Depositor.
2. To restrict the use of the Software solely and exclusively for the purpose of supporting the Beneficiary's own installation or the installations of sub-Beneficiaries if the Beneficiary is an authorized VAR or OEM of the Software, and for no other purpose whatsoever. Beneficiary acknowledges that title to the Software shall at all times remain with the Depositor.
3. To restrict disclosure of the Software or any part thereof to only those of the Beneficiary's employees or agents who have a bona fide need to know, and who have received written notice of the confidential nature of the Software and have agreed to abide by these restrictions.
4. Unless expressly set forth to the contrary in the License Agreement signed by both Depositor and Beneficiary, not to make any copy, derivation, translation or imitation of the Software, or to use any of its algorithms, designs or architecture in producing another program.
5. To fully observe and perform all other obligations which may bind the Beneficiary under any other agreement, which exist between it and the Depositor.

BENEFICIARY:

Authorized Representative Signature:	
Print Name:	
Title:	
Date:	
Telephone Number:	
Fax Number:	
Email Address:	



**SCHEDULE C
BENEFICIARY ENROLLMENT ADDENDUM**

TO: Lincoln-Parry SoftEscrow, Inc. (Escrow Agent)
8 Faneuil Hall, 3rd Floor
Boston, Massachusetts 02109

BE INFORMED THAT

Beneficiary Name:	
Address:	
Beneficiary Authorized Contact:	
Telephone Number:	
Fax Number:	
Email Address:	

has become a licensed user of those programs included in the Software described or otherwise included in Software Escrow Agreement No.9000 and bearing date October 27, 2011 between Escrow Agent and Depositor which are listed below. The Beneficiary has received and reviewed this Agreement and accepts its terms and conditions.

This Beneficiary Enrollment Addendum shall be subject to the Software Escrow Agreement NO.9000, dated October 27, 2011 ("Agreement" or "Escrow Agreement") as amended herein. The parties hereby acknowledge that the Beneficiary identified above is the Beneficiary referred to in the Escrow Agreement. Beneficiary hereby agrees to be bound by all provisions of such Escrow Agreement.

DEPOSITOR: **BENEFICIARY:** shall be designated as the Paying Party under the Escrow Agreement.

Escrow Product Description	Escrow Agent Fees (US Dollars)
	\$975.00 annually
	\$90.00/container fee annually \$65.00/return/destroy fee
	\$40.00/written notice Deposit Confirmation/Annual Activity
	Courier at cost
	Attendance/Verification - Statement of Work

The Accenture Affiliate signing this Addendum (the "Accenture Affiliated Company") in the Country indicated above (the "Local Jurisdiction"), the parties hereto covenant and agree that they will be bound by all of the provisions of the Agreement as if all references to Proquire LLC referenced in the Agreement were references to the Accenture Affiliated Company and the Escrow Agent entity, respectively. The parties hereto further agree that Accenture LLP, Proquire or any of their affiliates will be liable for the performance of any of the obligations set forth in the Agreement by the Accenture Affiliated Company, or any other Accenture Affiliate.

Notwithstanding the foregoing, the Agreement will be amended in the Local Jurisdiction such that: The Agreement shall be governed by and construed in accordance with the laws of _____, without giving effect to conflict of law rules.

Amendment to the Agreement

[Insert terms to be considered for amendment, addition or removal due to local law and/or business requirements. If not required please delete this page in its entirety]

All notices to the Accenture Affiliated Company and Beneficiary under the terms of the Agreement will be sent to the following addresses:

BENEFICIARY:

Entity Name:	
Address:	
Contact Name:	
Contact Title:	
Telephone Number:	
Fax Number:	
Email Address:	

DEPOSITOR:

Entity Name:	
Address:	
Contact Name:	
Contact Title:	
Telephone Number:	
Fax Number:	
Email Address:	

ESCROW AGENT (Lincoln-Parry):

	Lincoln-Parry SoftEscrow, Inc.
Address:	8 Faneuil Hall, 3 rd Floor Boston, Massachusetts 02109
Contact Name:	
Contact Title:	Trust Officer
Telephone Number:	1-888-771-2042 - + 1-613-842-8912
Fax Number:	+1-613-839-1362
Email Address:	desk@softescrow.com

DEPOISTOR:

BENEFICIARY:

Authorized Representative Signature

Print Name

Title

Date

Authorized Representative Signature

Print Name

Title

Date

ESCROW AGENT:
Lincoln-Parry SoftEscrow, Inc.

Authorized Representative Signature

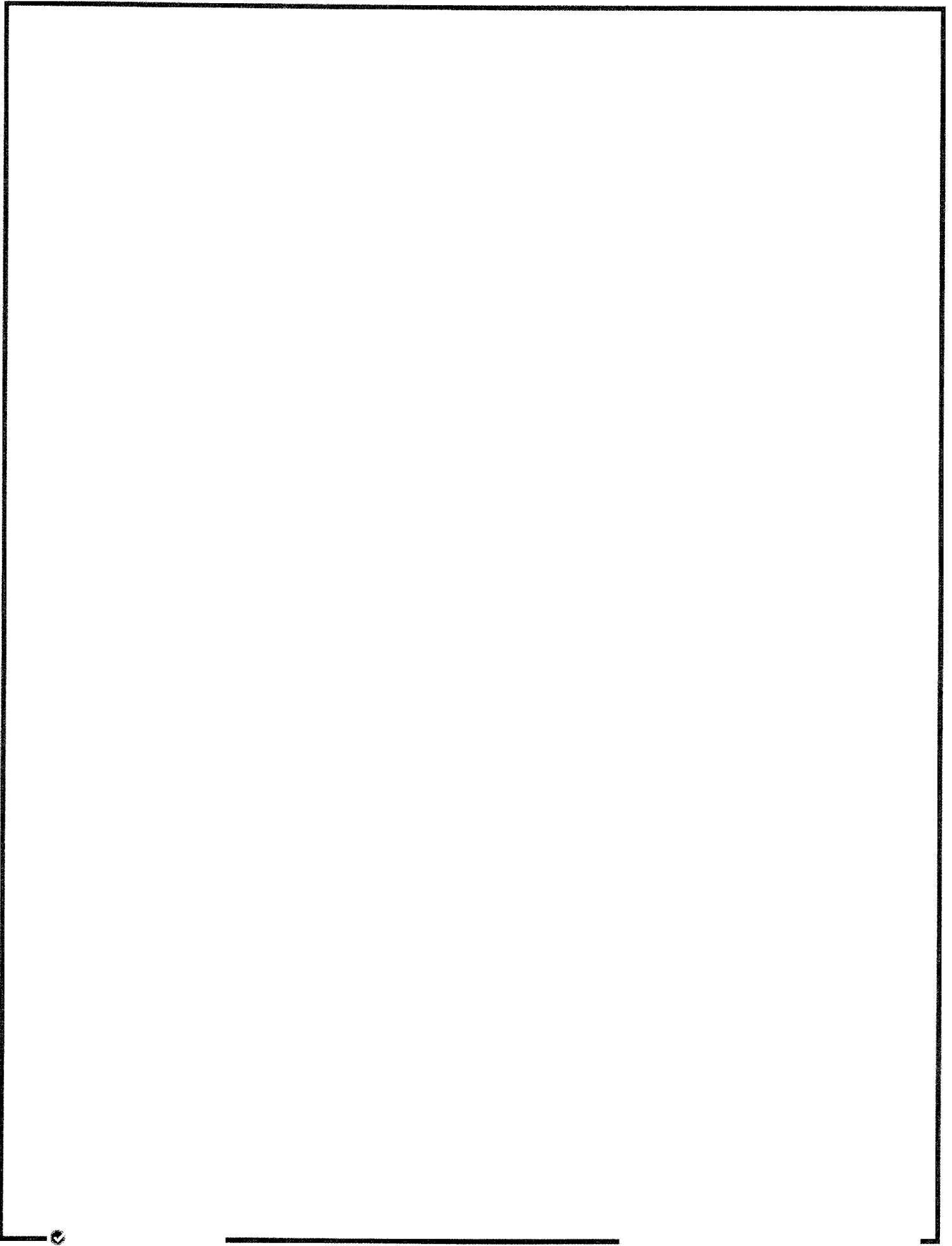
Print Name

Title

Date

SCHEDULE C
AGREEMENT NO. _____

TM Copyright 1974-09.2011 Lincoln-Parry SoftEscrow, Inc.
Website: www.softescrow.com
Accenture Confidential Information



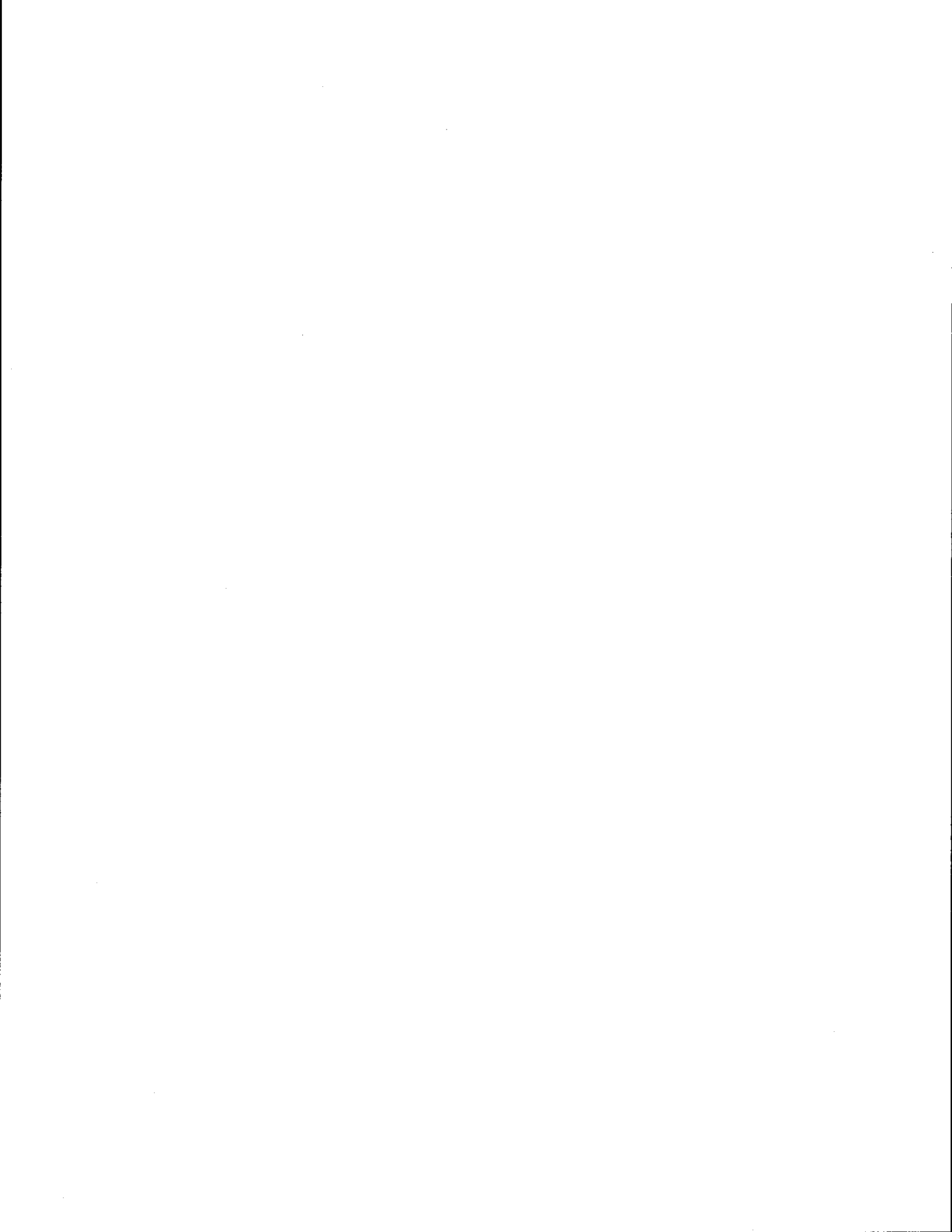


Exhibit 7

Project Schedule

- **Project Schedule (Accenture BAFO (Revised): August 28, 2013)**

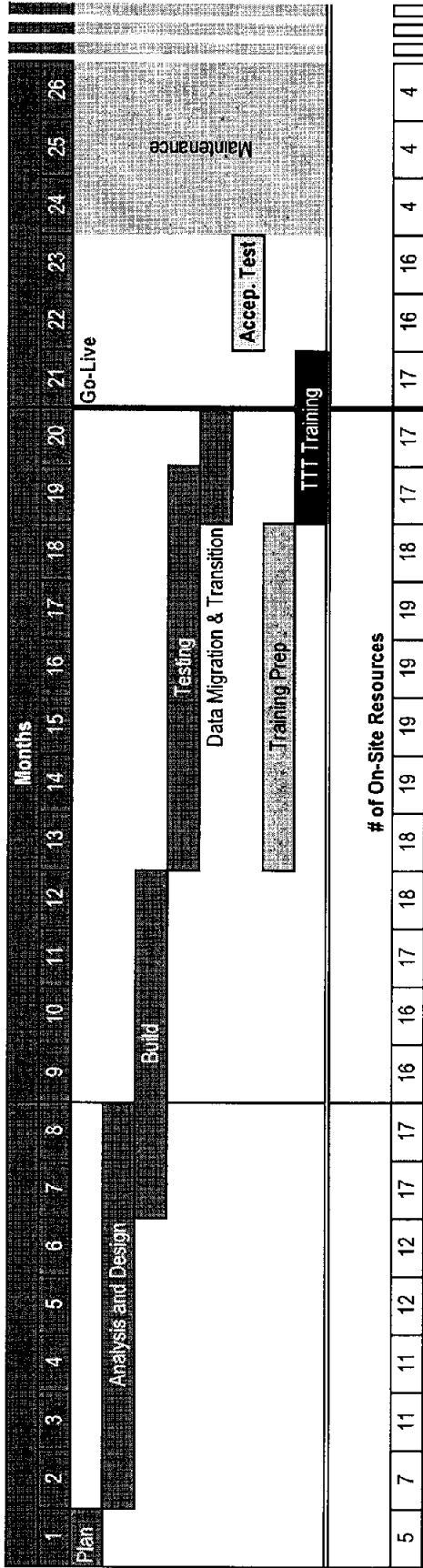




Exhibit 8

Travel Procedures

State Employee Business Transportation Policy, March 2012

State Travel Control Board Rules indicate agencies and drivers are responsible to select the least costly mode of transportation available for state business. The following policy is intended to assist agencies in cutting the costs and environmental impacts of transportation and in choosing the most efficient transportation option available.

1. Consider if the travel is essential and avoid it if possible utilizing telephone, videoconference or webinar when feasible.
2. Consider mass transit such as Amtrak, train fares are very low cost and provide employees time to work while in transit.
3. If transport by car is the most cost effective option and a State car is available, use it. A fully utilized state vehicle is cost efficient. Contact your agency vehicle coordinator for information on availability. To be fully utilized a vehicle should accumulate a minimum mileage called "breakeven" annually. Currently breakeven mileage for a new compact car is about 8,099 mi., an intermediate sedan is 11,069 mi. and a pickup truck it is 14,909 mi.

State vehicles are most efficiently utilized in pools as opposed to assignment to individuals, this helps ensure they accumulate enough annual miles to maintain cost efficiency. Special circumstances such as emergency equipment may impact determinations. To discuss methods to more effectively pool your agency fleet vehicles contact the CMS, Division of Vehicles (DOV). If an individual driver accumulates more than 8,099 business miles per year discuss the most cost effective options with your agency vehicle coordinator.

4. Using a personal car and receiving mileage reimbursement can be expensive, consider the available options. If a state car is not available, please look to car sharing or car rental. The state currently has established competitively bid contracts with Zipcar car sharing and Enterprise Car Rental to supplement your transportation needs. These options can be cheaper than reimbursement and your agency vehicle or travel coordinator can provide further details.
5. Zipcar car sharing is available for hourly rental and travel up to two days, costing \$6 per hour, with a maximum of \$70 per day (24 hour period). The hourly rate includes fuel, insurance and maintenance and the vendor will direct bill agencies. Each day, you are allowed 180 miles (costs 0.25 per mile after that) and it's a round trip rental. The car must be returned from where you picked it up. You must be a member to participate (no cost) and to sign up for this service go to: www.zipcar.com/stateofillinois.
6. Enterprise Car Rental is currently under contract to provide full day and weekly rentals to meet longer term needs. Rates start at \$33 per day (\$160 weekly), include insurance and maintenance and the vendor will direct bill agencies, excluding fuel. Rentals include unlimited mileage, one-way service is available and rental vehicles can be returned to any location. For reservations call 800-736-8222 or www.enterprise.com use business account # XZ15679 and pin # STA. To sign your agency/bureau up for direct billing, please contact your Travel Coordinator or DOV directly.

Rentals and car sharing are designed for short term, intermittent or periodic use. If available, state pool cars are recommended as a first option to maximize use. To maintain cost efficiency they must be fully utilized and accumulate enough miles relative to breakeven to justify keeping them.

This policy applies to all agencies under the Governor. Agencies may adopt more stringent policies internally. For further information on travel, fleet policies, rules and efficient, green transportation solutions contact your agency vehicle coordinator, travel coordinator or DOV.

When the state acquires vehicles, fuel efficiency and reduction of harmful emissions are important considerations. Use sustainable biofuels including E85 and biodiesel when available. Choose the most fuel efficient vehicle among the available options in vehicle pools.

State of Illinois Travel Regulations

Summary

September 24, 2013

The "Travel Guide for State of Illinois Employees" is the official Tollway travel policy.

Following is a summary of the most frequently asked questions about these travel regulations.

1. Travel Approval

The State of Illinois has imposed restrictions on travel in an effort to contain costs. Travel will only be approved if one of the following criteria is met:

- Travel is critical to the life, health, and/or safety of the citizens of Illinois.
- The travel will cause the loss of federal funds if not completed.
- The travel fulfills a legal or contractual commitment of the State of Illinois to its unions or other third parties.
- Video/teleconference is unavailable or will not meet the requirements of the task.
- The travel is time-sensitive and critical to the mission of the agency and special consideration is required due to the best interests of the State.

These guidelines apply to same day travel as well as overnight travel.

Single day travel should be pre-approved by your Department Chief. Overnight travel must be pre-approved by the Executive Director. A Travel Request Form must be submitted to the Executive Office for approval. Out of state overnight travel requires *additional* pre-approval from the Governor's Office of Management and Budget. The pre-approval request should be submitted to the Executive Office 45 days prior to travel, *even if the travel is at no cost to the State of Illinois or the Tollway*. Both request forms can be found on Crossroads under Finance - Shared Documents.

2. Transportation

The travel regs require that the most economical method of transportation be used. **See attached "State Employee Business Transportation Policy"**.

- Airfare, Trains, Boats: Arrangements on airplanes, trains or boats shall be the least costly reasonable alternative. Employees are encouraged to use a variety of booking methods to ensure that the lowest possible fare is obtained. This includes the use of on-line reservation systems, such as Orbitz and Travelocity. Some airlines offer discounted airfares for state government travelers, and availability of these fares should always be checked. The state has entered into an agreement with Amtrak to provide a state rate for selected routes; however, this rate is not offered online – Amtrak must be contacted to obtain this rate.

State of Illinois Travel Regulations

Summary

September 24, 2013

- Employees should note that if a non-refundable ticket is purchased and not used for some reason, approval to reimburse the employee for that ticket may have to be obtained from the Governor's Travel Control Board. This also applies to flight change fees. This could result in delays in reimbursement.
- If a travel voucher is received for an unused non-refundable ticket and the employee is reimbursed for that ticket, the voucher can only be used for future Tollway-related travel.
- The use of your own vehicle instead of a pool car should be authorized by your supervisor.

3. Per Diem vs. Meal Allowance

PER DIEM:

- Used when travel involves an overnight stay or is more than 18 hours in duration.
- Rate:
 - In state - \$ 28 full day
 - Out of state - \$ 32 full day
- Per diem must be prorated on the date of departure and return depending on the hours during which travel occurred. You are allowed $\frac{1}{4}$ of the per diem for each quarter during which you were traveling.
 - Use quarter system
 - 12:00 am – 6:00 am = $\frac{1}{4}$ of full rate
 - 6:00 am – 12:00 pm = $\frac{1}{4}$ of full rate
 - 12:00 pm – 6:00 pm = $\frac{1}{4}$ of full rate
 - 6:00 pm – 12:00 am = $\frac{1}{4}$ of full rate(For example, if travel begins at 1 pm, only 2 quarters of the per diem is available for that day.)
- *If meals are provided by a conference sponsor, the per diem should be reduced by the meal allowance or actual value of the meal, whichever is less.*
- Expense report should indicate times of departure and return. If these times are not indicated on the form it will be returned to you, which may result in payment delays.

State of Illinois Travel Regulations

Summary

September 24, 2013

MEAL ALLOWANCE:

- Used when travel does not involve overnight stay.
- Effective June 1, 2012, an employee must be on travel status, work at least 10 consecutive hours and work at least two hours prior to or past their regular work day to be eligible for a meal allowance. Under this policy, in order for an employee to be eligible for a breakfast reimbursement, the employee must be on travel status, work 10 consecutive hours and leave headquarters or residence (if reporting directly to the destination) two hours before the start of the employees regular work day. In order for an employee to be eligible for a dinner reimbursement, the employee must be on travel status, work 10 consecutive hours and arrive back at headquarters or residence (if reporting directly from destination) at least two hours after the end of the employees regular work day. For employees commencing travel after the close of business, dinner is allowable if travel commences within 1.5 hours after the end of the employees regular work day but only in the event that the traveler is not eligible for per diem.
- Lunch is NEVER reimbursable.
- Expense report should indicate times of departure and return. If these times are not indicated on the form it will be returned to you, which may result in payment delays.

Actual receipts for meals can be used, but only if they are less than the per diem/meal allowance. Alcohol is never reimbursable.

4. Hotels

- Must check preferred hotel listing first if travel is in Illinois.
- Ask for state rate – See Travel Guide for amounts per location
- If state rate is not available must obtain 3 quotes from preferred hotels included in the Preferred Hotel Listing and select lowest available rate. Attach record of hotels contacted and rates quoted. ***(For Chicago and Springfield 5 quotes must be obtained)***. If no preferred hotels are in the area a minimum of 3 (5 if in Chicago or Springfield) budget to mid-price hotels must be contacted.
- Exception to hotel rate rules: If the hotel is the location of the conference or arranged by conference organizers, other hotels need not be contacted and the state rate is not required.

State of Illinois Travel Regulations

Summary

September 24, 2013

- Hotel bill should be examined to make sure items of a personal nature, such as room service, are deducted. These are not reimbursable.

5. Receipts

- Receipts are required for any expenditure over \$ 10.
- No receipt is required for per diem or meal allowance.
- If a receipt is misplaced, attach a statement signed by the employee verifying date, type, and amount of expense.

6. Mileage

- Reimbursable if employee's personal car is used for travel. Use of personal vehicle should be most economical method and authorized by supervisor.
- Current mileage rate is 56.5 cents per mile.
- Expense report should indicate origin, destination, and mileage between the two.
 - Include Map Quest type documentation of mileage. ***If not attached the expense report will be returned to you, which may result in payment delays.***
- Make sure expense report (Form C-10) reflects correct mileage rate.
- The C-10 is created using the MAR system. Contact IT if you need access to this system.

7. Conference Fees

- The cost of registration fees for a conference is reimbursable.
- Optional tours or workshops offered by the conference sponsor at an additional fee are reimbursable if work related or beneficial to the employee's position at the Tollway.

State of Illinois Travel Regulations

Summary

September 24, 2013

8. Expense Reports (Form C-10)

- Make every effort to submit as timely as possible. If not submitted by employee within 60 days of travel date, the reimbursement must be added to employee's wages and reported as income, per IRS regulations.
- Form C-10 approvals are made electronically, through the MAR system. The employee must sign the original hard copy of the C-10 form that is turned in for reimbursement. No other signatures are required on the hard copy of the C-10 form.
- Make sure proper receipts/documentation are attached to expense report.
- Make sure receipt submitted for hotel indicates actual payment by employee.

9. Questions?

- Refer to State of Illinois Travel Guide, which is located on CMS's website at:
- http://www2.illinois.gov/cms/Employees/travel/Documents/travelguide_FY2014.pdf
- For travel regulation questions, call Patti Pearn – Extension 4403
- For electronic preparation of Form C-10 questions, call Ron Cuma – Extension 2705

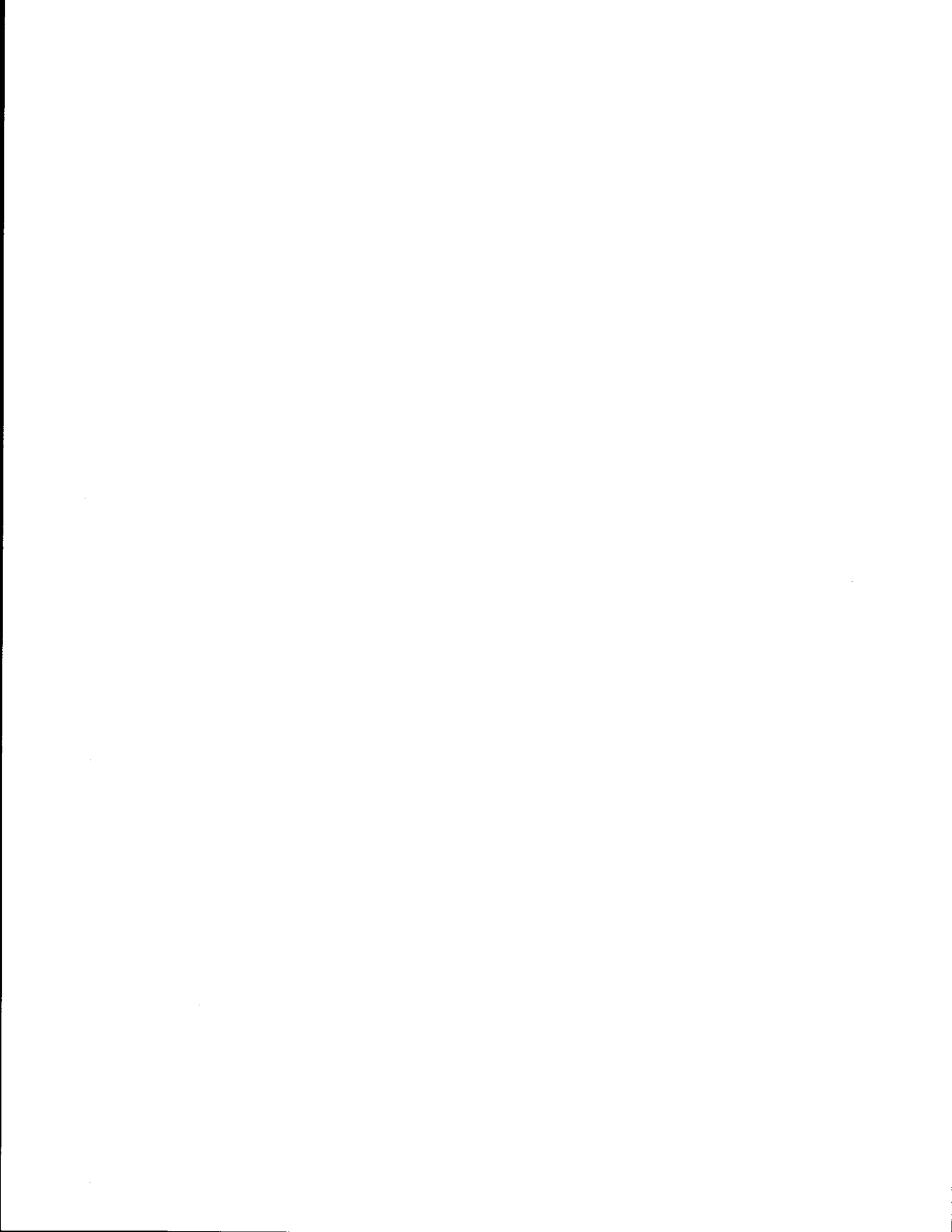


Exhibit 9

**Third Party Procurement
Terms and Conditions**

THIRD PARTY PROCUREMENT TERMS AND CONDITIONS

The following terms and conditions are the Third-Party Procurement Terms & Conditions referenced in the [Contract] between Illinois State Toll Highway Authority ("Client") and Accenture LLP ("Accenture"). In the event of any conflict between the terms and conditions of this document and the Contract, the Contract shall prevail.

1. Products and Services. Accenture and its Affiliates have alliance relationships with third party product and services vendors ("Third Party Suppliers"). As part of many such arrangements, Accenture is able to procure the Third Party Suppliers' hardware, software and other products (collectively "Products") and Third Party Supplier services ("Services"), including the Procured Components, and may receive discounts or rebates from the Third Party Suppliers in connection with the sale of such Products or Services. To the extent that Accenture receives discounts or rebates in connection with the sale of such Products or Services, the said discounts or rebates shall be passed along to the Client subject to Accenture's markup rights under the Contract. Products and Services are sold by Accenture pursuant to the terms and conditions established by the applicable Third Party Supplier. All Products and Services are provided subject to the Third Party Supplier's applicable terms, which shall constitute an agreement between Client and the Third Party Supplier only, and not Accenture, and which Client may be required to execute or accept as a condition of the sale. Third Party Supplier's standard terms and conditions may be superseded by either written agreement between the Third Party Supplier and Client or written authorization by Third Party Supplier to Accenture, provided that Third Party Supplier allows such agreement or authorization to apply to Client's purchase through Accenture. Accenture will provide such terms and conditions to Client prior to acceptance of the Sales Quotation upon request. Third Party Suppliers are independent contractors and shall not be deemed employees, agents, subcontractors or authorized representatives, partners or joint venturers of Accenture.

2. Sales Quotations. Products and Services purchased or licensed hereunder will be listed on sales quotation(s) issued by Accenture to Client (each, a "Sales Quotation"). Accenture will order or provide the Products and Services specified on each Sales Quotation that has been accepted by both Client and Accenture. Client accepts a Sales Quotation by signing the Sales Quotation or by issuing a purchase order for the Products or Services listed in the Sales Quotation. Accenture accepts a Sales Quotation if it signs the Sales Quotation, provides an electronic acceptance of the Sales Quotation, or to the extent that Accenture orders or provides Products or Services pursuant to such Sales Quotation. Accenture's obligation to fulfill any accepted Sales Quotation is expressly limited to the quantities, descriptions, delivery locations, transaction-specific terms, and pricing of Products and Services specified in a Sales Quotation provided by Accenture, except that (a) where Third Party Supplier requests to substitute a Product, Accenture may make such substitution upon written notice of approval from Client; and (b) Client may change the location where Products are to be delivered by written notice to Accenture, subject to acceptance by Accenture. All Sales Quotations shall be subject to the terms and conditions of this document and in the Contract, in their entirety without addition, modification or exception. It is understood by the parties that the Contract shall constitute the Sales Quotation for the Procured Components. Any term, condition or proposal submitted by Client in a purchase order or otherwise (whether orally or in writing) which is inconsistent with or in addition to the applicable Sales Quotation or the terms and conditions of this document or the Contract is specifically rejected by Accenture and will be of no force or effect, unless signed by an authorized representative of Accenture. Accenture's silence or failure to respond to any such subsequent or different term, condition or proposal, or signature by any other individual, shall not be deemed to be Accenture's acceptance or approval thereof. Client and Accenture also may agree in writing to different or additional terms and conditions related to specific Products or Services in the applicable Sales Quotation, which will modify the terms and conditions of this document and/or the Contract solely as related to such Products and Services. This document, including any accepted Sales Quotations, together with the Contract, constitutes the entire agreement between the parties regarding a purchase of Products or Services from Accenture and supersedes and replaces any previous communications, representations or agreements.

3. Prices and Payment. Accenture will invoice Client for Products and/or Services pursuant to the terms and conditions of the Contract or as otherwise agreed to by the parties. Any amounts associated with any Products or Services, including any applicable taxes, will be collected by Accenture solely in its capacity as an independent authorized purchasing agent of such Product or Service.

4. Intentionally Omitted.

5. Delivery and Risk of Loss. Shipment and delivery of Products and Services will be in accordance with the applicable terms and conditions and availability schedule of the Third Party Supplier and its distributors and resellers that supply Accenture. Title will pass to Client from Accenture immediately after transferring to Accenture. Notwithstanding anything in this paragraph, title to all licensed intellectual property remains with the applicable licensor(s), and Client rights and obligations related to all such intellectual property are contained in the license agreement between Client and the licensor(s).

6. Order Changes, Cancellations and Returns. Any order changes, cancellations or returns of Products or Services will be governed by the applicable Third Party Supplier policies. Client will be responsible for any fees, penalties or other amounts payable by Accenture or Client to any third party as a result of any order change, cancellation or return.

THIRD PARTY PROCUREMENT TERMS AND CONDITIONS

7. Availability. All orders are subject to the availability of underlying Products and Services. Subject to its obligations under the Contract, Accenture will use commercially reasonable efforts to meet requested delivery times, but does not guarantee delivery by a stated time and is not responsible for any damages incurred as a result of delays or the failure of a Third Party Supplier to meet a stated delivery schedule. All terms related to delivery of Products and Services provided under this document shall be those provided by the Third Party Supplier.

8. Limited Warranty. EXCEPT AS SET FORTH IN SECTION 2.15.1 (TOLL COLLECTION REVENUE) OF THE CONTRACT, ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, FROM ACCENTURE OR ITS AFFILIATES. Client may be eligible for any Third Party Supplier's warranties, indemnities or other commitments made by such Third Party Supplier with respect to any Products or Services and Accenture will provide commercially reasonable assistance to Client in enforcement thereof. Accenture is not obligated to provide services or support for any Products or Services procured pursuant to this document. Except as may arise pursuant to Section 2.15.1 of the Contract, Accenture accepts no liability for any claims arising out of any act or omission, including negligence, by any Third Party Supplier, including delays in shipping or delivery of nonfunctional or incorrect Products or Services.

9. Disclaimer of Warranty. EXCEPT AS EXPRESSLY SET FORTH IN THIS DOCUMENT, OR CLIENT'S AGREEMENT WITH THE THIRD PARTY SUPPLIER, AND SUBJECT TO APPLICABLE LAW, CLIENT AGREES THAT THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND CLIENT'S SOLE AND EXCLUSIVE REMEDIES. ACCENTURE, ITS AFFILIATES, THIRD PARTY SUPPLIERS, AGENTS AND SUBCONTRACTORS MAKE NO OTHER, AND EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT), ARISING OUT OF OR RELATED TO THIS DOCUMENT, INCLUDING ANY WARRANTY RELATING TO PRODUCTS OR SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE PRODUCT.

10. Limitations on Use. Client agrees and represents that Client is buying Product for Client's own internal use and not for resale. PRODUCTS PROCURED BY ACCENTURE ARE NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR SYSTEMS OR OTHER APPLICATIONS IN WHICH FAILURE OF SUCH PRODUCTS OR SERVICES COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE OR PROPERTY DAMAGE. USE IN ANY SUCH APPLICATIONS IS AT CLIENT'S SOLE RISK.

11. Assignment of Procurement Obligations. To the extent that Accenture is required to procure third party products for Client, Accenture may assign these obligations to a wholly owned Affiliate that is an authorized reseller or invoicing agent of third party products, which Affiliate shall provide such products subject to the terms and conditions of this document and the Contract. Accenture, as prime contractor, will remain responsible for performance of the prime contract and will collect payment on behalf of its Affiliate.

12. Compliance with Export and Other Laws. Each party will retain responsibility for its compliance with all applicable laws, including export control laws and economic sanctions programs relating to its respective business, facilities, and the provision of services to third parties. Accenture will only sell or provide Products and Services pursuant to this document to Client at locations within the United States. Accenture shall not, and shall not be required by the terms of this document to be, directly or indirectly involved in the import (other than the import into the United States for the resale), export, re-export, or transfer (physically or electronically) of Products, Services or any related parts, components, accessories, know-how or technical data ("Materials"). Client acknowledges that transfers of Materials may be subject to any and all licenses, permits, export license exceptions or other authorizations (collectively, "Export Authorizations"). Client agrees to (i) comply with any and all Export Authorizations; (ii) expressly assume responsibility for determining licensing requirements and obtaining license authority; (iii) appoint a U.S. agent and provide the U.S. agent with a power of attorney or other written authorization, as applicable; and (iv) satisfy any other formalities required to import, export, re-export or transfer (physically or electronically) the Materials. Without limitation of the foregoing, Client shall comply with all applicable U.S. and other countries' export control and economic sanctions laws, including the U.S. Export Administration Regulations ("EAR"), the U.S. economic sanctions programs that are or may be maintained by the U.S. Government, including sanctions currently imposed against Belarus, Burma (Myanmar), Cuba, Democratic Republic of Congo, Iran, Ivory Coast, Liberia, North Korea, Somalia, Sudan, Syria and Zimbabwe ("Restricted Countries"), restrictions on transactions involving certain designated persons and entities on U.S. Government restricted parties lists ("Restricted Parties"), and the U.S. Foreign Trade Regulations, in performance of this document and in the import, export, re-export, or transfer of Materials. Client shall not export, re-export or otherwise transfer Materials or Services to any Restricted Countries or Restricted Parties.

13. Rules of Construction and Definitions. An Affiliate is any entity controlling, controlled by or under common control with Accenture (for purposes of clarification, the term Affiliate would not include, for example, SAP). The headings in this document are for reference purposes only and will not affect in any way the meaning or interpretation of this document. As used in this document, unless otherwise provided to the contrary, (a) all references to days, months or quarters will be deemed references to calendar days, months or quarters

THIRD PARTY PROCUREMENT TERMS AND CONDITIONS

and (b) any reference to an "Article," "Section," will be deemed to refer to an Article or Section of this document. Unless the context otherwise requires, as used in this document, all terms used in the singular will be deemed to refer to the plural as well, and vice versa. The words "hereof," "herein" and "hereunder" and words of similar import referring to this document refer to this document as a whole and not to any particular provision of this document. Whenever the words "include," "includes" or "including" are used in this document, they will be deemed to be followed by the words "without limitation." References in this document and Sales Quotations to "\$" will be deemed a reference to United States dollars unless otherwise specified.

Exhibit 10

State of Illinois Standard Certifications, Conflicts of Interest and Disclosures and Disclosure of Business Operations with Iran

Form 4-16

Standard Certifications

4-16 Standard Certifications

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1.15.8, 20-43.
6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing

collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State. 30 ILCS 500/50-10.5e.
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.

17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
18. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
19. Drug Free Workplace
 - 19.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 19.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
23. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
24. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.
26. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
27. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
28. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.

29.

Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 15306

Accenture LLP
161 North Clark Street
Chicago IL 60601

Information for this business last updated on:
Wednesday, November 14, 2012

Certificate produced on Monday, November 19, 2012 at 10:51 AM



Form 4-17

Disclosure of Business Operations with Iran

4-17 Disclosure of Business Operations with Iran

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

- There are no business operations that must be disclosed to comply with the above cited law.
- The following business operations are disclosed to comply with the above cited law:

N/A

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading and within the step. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

- Vendor
- Vendor's Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000
- Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000

Project Name	RFP 12-0163 – Customer Service Center and Violation Processing System
Illinois Procurement Bulletin Number	IPB No. 22025252
Contract Number	12-0163
Vendor Name	Accenture LLP
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	Accenture LLP
Disclosing Entity's Parent Entity	Click here to enter text.
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. Attach a copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Accenture LLC	3411 Silverside Road Rodney Building #104 Wilmington DE	94%	Click here to enter text.
Accenture Inc.	3411 Silverside Road Rodney Building #104 Wilmington DE	6%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Accenture LLC	3411 Silverside Road Rodney Building #104 Wilmington DE	94%	Click here to enter text.
Accenture Inc.	3411 Silverside Road Rodney Building #104 Wilmington DE	6%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT
(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: Click here to enter text.

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS
(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: Accenture LLP

- 1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
- 2. Within the previous ten years, have you had any professional licensure discipline? Yes No
- 3. Within the previous ten years, have you had any bankruptcies? Yes No
- 4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
- 5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. Accenture operates a global enterprise with numerous clients and we cannot comment on issues involving any specific clients, other than to confirm that we have no current disputes that we expect to interfere with our performance of services for the Tollway.

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS
(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

Yes No.

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Tollway	Request for Information (RFI) Enterprise Resource Planning (ERP) Solution	Accenture made an oral presentation following RFI Response	\$0	RFI 12-0224
City of Chicago, Department of Procurement Services	Strategic Sourcing and Consulting Services	Active Contract 12/28/2013	TBD	Contract (PO) Number 24792
City of Chicago, Department of Innovation and Technology	Non-Target Market Re-Issuance for Request for Qualifications (RFQ)	RFQ Submitted	\$0	Specification Number 66760
University of Illinois	Human Resources Consulting Services	Awarded	\$200,000 (estimated)	RFP No. ALS228
University of Illinois	Information Technology Consulting Services	Awarded	\$3,000,000 (estimated)	RFP No. 1JAM1106

Please explain the procurement relationship: Vendor

STEP 9
SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Accenture LLP

Signature: _____

Date: June 25, 2013

Printed Name: J. Bryan Nicol

Title: Managing Director, Accenture LLP

Phone Number: (703) 947-1181

Email Address: j.bryan.nicol@accenture.com



Form 4-4

Minority, Female, Person with Disability Status and Subcontracting (BPE Utilization)

4-4 Minority, Female, Person with Disability Status and Subcontracting (BPE Utilization)

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 575) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities.

Contract Goal to be achieved by the Vendor: This contract includes a specific Business Enterprise Program (BEP) utilization goal of 4% based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, the Agency/University will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified vendor.

Following are guidelines for the Vendor's response in the Utilization Plan. A format for the utilization plan is included in this section. Vendor should include any additional information that will add clarity to the Vendor's proposed utilization of certified vendors to meet the targeted goal. The Utilization Plan must demonstrate that the Vendor has either met the contract goal or that it has made good faith efforts to do so.

1. At the time of proposal submission, the Certified Vendor may not yet be certified with CMS Business Enterprise Program; **however, the Certified Vendor must meet the eligibility requirements and be fully certified in the BEP Program before contract award.** Visit (www.sell2.illinois.gov/bep/Business_Enterprise.htm) for complete requirements and to apply for certification in the Business Enterprise Program. Vendors who submit bids or proposals for State contracts shall not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation (30 ILCS 575(4)(c)).
2. If applicable, the Plan should include an executed Joint Venture agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract. The joint venture agreement must clearly evidence that the certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified vendor's own forces and under its supervision; and the commitment of management, supervisory personnel and operative personnel employed by the certified vendor to be dedicated to the performance of the contract. Each joint venture partner must execute the proposal to the Agency.
3. An agreement between a Vendor and a certified vendor in which the certified vendor promises not to provide subcontracting quotations to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed certified vendor. Failure to cooperate may render the proposal non-responsive. **The contract will not be finally awarded until the Vendor's Utilization Plan is approved.**
4. Certified Vendor Locator References: Vendors may consult CMS' BEP Certified Vendor Directory at (www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm), as well as the directories of other certifying agencies but subcontracting vendors must be certified by CMS as BEP vendors before the time of contract award.
5. Vendor Assurance: The Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as

the Agency deems appropriate. This assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier.

6. Calculating Certified Vendor Participation: The Utilization Plan documents work anticipated to be performed by all certified vendors and paid for upon satisfactory completion. Only the value of payments made for the work actually performed by certified BEP vendors is counted toward the contract goal. Counting guidelines are summarized below:
- 6.14. The value of the work actually performed by the certified vendor's forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified vendor's forces, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Vendor.
 - 6.15. A joint venture shall count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.
 - 6.16. When a certified vendor subcontracts part of the work of its contract to another firm, the value of the subcontracted work shall be counted toward the contract goal only if the certified vendor's subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.
 - 6.17. A Vendor shall count towards the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified vendor manufacturer, regular dealer or supplier.
 - 6.18. A Vendor shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:
 - 6.18.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 6.18.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
 - 6.18.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

6.19. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.

6.19.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

6.19.2. A certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain certified vendor participation. In determining whether a certified vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified vendors do not participate, and industry practices.

6.20. A Vendor shall not count towards the goal expenditures that are not direct, necessary and proximately related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

7. Good Faith Effort Procedures: If the Vendor cannot meet the goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. Vendors must submit utilization forms that meet or exceed the published goal or submit utilization forms that describe a percentage participation that is less than the goal and submit documentation regarding good faith efforts at the time of bid/proposal submission. Vendors will not be permitted to correct goal deficiencies post bid/proposal due dates. The Agency will consider the quality, quantity, and intensity of the Vendor's efforts.

7.14. The following is a list of types of action that the Agency will consider as evidence of the Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Agency may be relevant in appropriate cases.

7.14.1. Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the certified vendors to respond to the solicitation. The Vendor must determine with certainty if the certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to bid. The Vendor must provide interested certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

7.14.2. Selecting portions of the work to be performed by certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.

- 7.14.3. Making a portion of the work available to certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified vendor participation.
- 7.14.4. Negotiating in good faith with interested certified vendors. Evidence of such negotiation includes the names, addresses, and telephone numbers of certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified vendors to perform the work. A Vendor using good business judgment will consider a number of factors in negotiating with certified vendors and will take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified vendors is not in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified vendors if the price difference is excessive or unreasonable.
- 7.14.5. Thoroughly investigating the capabilities of certified vendors and not rejecting them as unqualified without sound reasons. The certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the Vendor's efforts to meet the goal.
- 7.14.6. Making efforts to assist interested certified vendors in obtaining lines of credit or insurance as required by the Agency, the Vendor or to perform the scope of work.
- 7.14.7. Making efforts to assist interested certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 7.14.8. Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of certified vendors.
- 7.15. In evaluating the Vendor's good faith efforts, the good faith efforts of other vendors to meet the goal on this solicitation or similar contracts may be considered.
- 7.16. If the Agency determines that the Vendor has made good faith efforts to meet the goal, the Agency will award the contract provided that the Vendor is otherwise eligible for award.
- 7.17. If the Agency determines that good faith efforts have not been made, it will notify the Vendor in writing of that determination.
8. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern the Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If the Vendor did not succeed in obtaining enough certified vendor participation to achieve the goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
 - 8.14. The Utilization Plan may not be amended without the Agency's prior written approval.

- 8.15. The Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency. Unauthorized changes or substitutions, including performing the work designated for a certified vendor with the Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. The Vendor must negotiate with the certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.
- 8.16. Substitutions of a certified vendor shall be permitted under the following circumstances:
- 8.16.1. Unavailability after receipt of reasonable notice to proceed;
 - 8.16.2. Failure of performance;
 - 8.16.3. Financial incapacity;
 - 8.16.4. Refusal by the certified vendor to honor the bid or proposal price or scope;
 - 8.16.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 - 8.16.6. Failure of the certified vendor to meet insurance, licensing or bonding requirements;
 - 8.16.7. The certified vendor's withdrawal of its bid or proposal; or
 - 8.16.8. Decertification of the certified vendor.
- 8.17. If it becomes necessary to substitute a certified vendor or otherwise change the Utilization Plan, the Vendor must notify the Agency in writing of the request to substitute a certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within 5 business days of receipt of the request.
- 8.18. Where the Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified vendor. Documentation of a replacement vendor, or of good faith efforts to replace the certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-certified vendor.
- 8.19. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified vendors have a fair opportunity to bid on the new scope of work.
- 8.20. A new subcontract must be executed and submitted to the Agency within 5 business days of the Vendor's receipt of the Agency's approval for the substitution or other change.
- 8.21. The Vendor shall maintain a record of all relevant data with respect to the utilization of certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of

account for a period of at least 5 years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by a certified vendor and final payment to the certified vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP vendor under the contract.

- 8.22. The Agency will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of certified vendors, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 8.23. The Agency reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor's contractual commitments. Final payment shall not be made on the contract until the Vendor submits sufficient documentation demonstrating compliance with Its Utilization Plan.

8.24. UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed separately within the offer packet.

Accenture submits the following Utilization Plan as part of our proposal in accordance with the requirements of the Minority, Female, Persons with Disability Status and Participation section of the solicitation for Customer Service Center and Violation Processing System, Illinois Procurement Bulletin Reference Number 12-0163. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded. We understand that we will not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation (30 ILCS 575(4)(c).

Accenture makes the following assurance and agrees to include the assurance in each subcontract with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

Vendor's person responsible for compliance:

Name: J. Bryan Nicol

Title: Managing Director

Telephone: (703) 947-1181

Email: j.bryan.nicol@accenture.com

We submit one (1) of the following statements:

- We are certified (or are eligible and have applied to be certified) with BEP and plan to fully meet the BEP utilization goal through self-performance.
- We attach Part I to demonstrate our Plan fully meets the BEP utilization goal of 4% through subcontracting.
- We attach Part I to detail that we do not fully meet the BEP utilization goal. We also attach Part II, Demonstration of Good Faith Efforts.

8.24.1. Part I - Utilization of Certified Vendors

Please submit a separate Part I for **each** proposed certified vendor. To achieve the BEP utilization goal through subcontracting, the following is proposed:

8.24.1.1. The proposed certified vendor's company name, address and phone number:

Name: SPAAN Tech, Inc.

Address: 311 South Wacker Drive, Suite 2400, Chicago, IL 60606

Phone Number: (312) 277-8800

At the time of submission, the above certified vendor is:

- Certified with the CMS Business Enterprise Program (BEP).
- Meets the criteria and has submitted an application for certification with BEP (BEP certification must be completed before contract award).
- Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization (BEP certification must be completed before contract award):

State of IL BEP and IL UCP (DBE)

8.24.1.2. A detailed description of the commercially useful work to be done by this certified vendor is as follows:

SPAAN Tech will be engaged in providing services in the development of the system which could include development resources, systems integration, configuration, website development, process configuration.

8.24.1.3. The total estimated cost to the State for this contract is \$To be determined. The portion of the contract which will be subcontracted to this certified vendor is \$Click here to enter text. or 1% of the total cost of the contract.

8.24.1.4. Check one of the following:

- A notarized signed letter of intent between Accenture LLP and SPAAN Tech Inc. detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included.
- A joint venture agreement between Click here to enter text. and Click here to enter text. is included in lieu of the letter of intent.

8.24.1.5. The Vendor has not prohibited or otherwise limited Click here to enter text. from providing subcontractor quotes to other potential bidders/vendors.

8.24.2. Part II - Demonstration of Good Faith Efforts to Achieve BEP Participation Goal

If the BEP participation goal was not achieved, the Good Faith Efforts checklist (Part II A) and contacts log (Part II B) must be submitted with the solicitation response (or as otherwise specified by CMS). **Failure to do so may render the Vendor's solicitation response non-responsive and cause it to be rejected, or render the Vendor ineligible for contract award, at CMS' sole discretion.** The Vendor will promptly provide evidence in support of its Good Faith Efforts to CMS upon request.

8.24.2.1. Part II A - Good Faith Efforts Checklist

Insert on each line below the initials of the authorized Vendor representative who is certifying on behalf of the Vendor that the Vendor has completed the activities described below. **If any of the items below were not completed, attach a detailed**

written explanation why each such item was not completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed written explanation.

- Identified portions of the project work capable of performance by available BEP vendors, including, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP participation even when the Vendor could perform those scopes with its own forces.
- Solicited through reasonable and available means (e.g., written notices, advertisements) BEP vendors to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.
- Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage BEP vendors to submit proposals or bids.
- Negotiated in good faith with interested BEP vendors that submitted proposals or bids and thoroughly investigated their capabilities.
- Made efforts to assist interested BEP vendors in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
- Utilized resources available to identify available certified vendors, including but not limited to BEP assistance staff; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse businesses.

8.24.2.2. Part II B - Good Faith Efforts Contacts Log for Soliciting BEP Sub-consultant, Subcontractor or Supplier Participation

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP sub-consultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with certified vendors with which the Vendor reached an agreement to participate on this project, as shown on Part I of this Plan.)

Name of certified vendor firm	Date and method of contact	Scope of work solicited	Reason agreement was not reached
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

8.24.3. Letter of Intent (LOI) Between Prime Vendor and Certified Vendor

Instructions: The responsive Vendor is required to submit this signed and notarized Letter of Intent from each certified vendor identified on the Utilization Plan. LOIs must be submitted with the proposal and must be notarized by both parties. Submit a separate LOI for each proposed certified vendor. The amount and scope of work indicated on each LOI shall be the actual amount indicated on the Utilization Plan submitted with the proposal and approved by the Agency.

Changes to the Utilization Plan including substitution of certified vendors are permitted only after award of the contract and only with prior written approval of the Agency. A request for changes to the Utilization Plan must be submitted on the *Request for Change of Utilization Plan Form* for all levels of subcontracting. LOIs must be submitted for all additions of certified vendors to the Utilization Plan prior to the start of work.

Project Name Customer Service and Violation Processing System
Project/Solicitation Number: RFP 12-0163

Name of Prime Vendor: Accenture LLP

Address: 161 North Clark Street

City, State and Zip: Chicago, IL 60601

Telephone: (703) 947-1181 Fax: (703) 947-2200 Email: j.bryan.nicol@accenture.com

Name of Certified Vendor: SPAAN Tech, Inc.

Address: Address: 311 South Wacker Drive, Suite 2400

City, State and Zip: Chicago, IL 60606

Telephone: (312) 277-8800 Fax: (312) 277-8808 Email: submittals@spaantech.com

Type of agreement: Services Supplies Both Supplies /Services

Type of payment: Lump Sum Click here to enter text.

Hourly Rate: Rate card will be provided by Spaan Tech

Unit Price:Click here to enter text.

Period of Performance: TBD by final contract and scope

Proposed Subcontract Amount \$Click here to enter text. or Proposed % of Contract 1%

Description of work to be performed by Certified Vendor:

SPAAN Tech will be engaged in providing services in the development of the system which could include development resources, systems integration, configuration, website development, process configuration.

List the governmental agency or private organization with whom the certified vendor is currently certified as a disadvantaged, minority, or woman business enterprise:

State of IL BEP, IL UCP (DBE), Cook County and City of Chicago (MBE)

The prime vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the prime vendor and the State of Illinois, the certified vendor will perform the scope of work for the price as indicated above.

Prime Vendor (Company Name and D/B/A):

Certified Vendor (Company Name and D/B/A):

Accenture, LLP

SPAAN Tech, Inc.

Signature [Redacted]

Signature [Redacted]

Printed Name: J. Bryan Nicol

Printed Name: Smita N. Shah

Title: Managing Director

Title: President

Date: August 21, 2013

Date: August 21, 2013

Subscribed and sworn before me this

Subscribed and sworn before me this

21st day of August, 2013
[Redacted]

21st day of August, 2013
[Redacted]

Notary Public

Notary Public

My Commission expires: Aug 23, 2016

My Commission expires: Aug 23, 2016





**BEP UTILIZATION PLAN FOR
PRIME VENDOR: ACCENTURE LP**

BEP UTILIZATION PLAN REVIEW DECISION

Agency Name: Illinois Toll Highway Authority

To: Gilletta Stewart, John Donato, Tiffany Powers

PBC Number: 12-000000069186

Solicitation Title: 12-0163 Customer Service Center and Violation Processing System

Prime Contractor: Accenture LLP

Subcontractor: Next Generation Inc

Received Date: 1/16/13

Decision Date: 1/16/13

Prepared By: Yvette Riley

Utilization Plan deemed RESPONSIVE	<input checked="" type="checkbox"/>
Utilization Plan deemed NON-RESPONSIVE , for the following reason(s)	<input type="checkbox"/>
Utilization Plan is not signed.	<input type="checkbox"/>
Utilization Plan is not notarized.	<input type="checkbox"/>
Utilization Plan does not contain award amount.	<input type="checkbox"/>
Utilization Plan does not contain subcontractor amount or percentage.	<input type="checkbox"/>
Utilization Plan does not specify the scope of work in detail.	<input type="checkbox"/>
Utilization Plan listed vendors that have applied for BEP certification where no application currently exists.	<input type="checkbox"/>
Utilization Plan listed BEP certified vendors that are no longer certified.	<input type="checkbox"/>
Utilization Plan does not contain an acceptable good faith effort.	<input type="checkbox"/>
Utilization Plan is incomplete, missing responses and/or pages.	<input type="checkbox"/>
<u>Comments:</u> Firm is BEP certified through 2/23/2013.	<input type="checkbox"/>

Form 4-4

Minority, Female, Person with Disability Status and Subcontracting (BPE Utilization)

4-4 Minority, Female, Person with Disability Status and Subcontracting (BPE Utilization)

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 575) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities.

Contract Goal to be achieved by the Vendor: This contract includes a specific Business Enterprise Program (BEP) utilization goal of 4% based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, the Agency/University will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified vendor.

Following are guidelines for the Vendor's response in the Utilization Plan. A format for the utilization plan is included in this section. Vendor should include any additional information that will add clarity to the Vendor's proposed utilization of certified vendors to meet the targeted goal. The Utilization Plan must demonstrate that the Vendor has either met the contract goal or that it has made good faith efforts to do so.

1. At the time of proposal submission, the Certified Vendor may not yet be certified with CMS Business Enterprise Program; **however, the Certified Vendor must meet the eligibility requirements and be fully certified in the BEP Program before contract award.** Visit (www.sell2.illinois.gov/bep/Business_Enterprise.htm) for complete requirements and to apply for certification in the Business Enterprise Program. Vendors who submit bids or proposals for State contracts shall not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation (30 ILCS 575(4)(c)).
2. If applicable, the Plan should include an executed Joint Venture agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract. The joint venture agreement must clearly evidence that the certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified vendor's own forces and under its supervision; and the commitment of management, supervisory personnel and operative personnel employed by the certified vendor to be dedicated to the performance of the contract. Each joint venture partner must execute the proposal to the Agency.
3. An agreement between a Vendor and a certified vendor in which the certified vendor promises not to provide subcontracting quotations to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed certified vendor. Failure to cooperate may render the proposal non-responsive. **The contract will not be finally awarded until the Vendor's Utilization Plan is approved.**
4. Certified Vendor Locator References: Vendors may consult CMS' BEP Certified Vendor Directory at (www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm), as well as the directories of other certifying agencies but subcontracting vendors must be certified by CMS as BEP vendors before the time of contract award.
5. Vendor Assurance: The Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as

the Agency deems appropriate. This assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier.

6. Calculating Certified Vendor Participation: The Utilization Plan documents work anticipated to be performed by all certified vendors and paid for upon satisfactory completion. Only the value of payments made for the work actually performed by certified BEP vendors is counted toward the contract goal. Counting guidelines are summarized below:
- 6.14. The value of the work actually performed by the certified vendor's forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified vendor's forces, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Vendor.
 - 6.15. A joint venture shall count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.
 - 6.16. When a certified vendor subcontracts part of the work of its contract to another firm, the value of the subcontracted work shall be counted toward the contract goal only if the certified vendor's subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.
 - 6.17. A Vendor shall count towards the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified vendor manufacturer, regular dealer or supplier.
 - 6.18. A Vendor shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:
 - 6.18.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 6.18.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
 - 6.18.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- 6.19. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
- 6.19.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
- 6.19.2. A certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain certified vendor participation. In determining whether a certified vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified vendors do not participate, and industry practices.
- 6.20. A Vendor shall not count towards the goal expenditures that are not direct, necessary and proximately related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.
7. Good Faith Effort Procedures: If the Vendor cannot meet the goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. Vendors must submit utilization forms that meet or exceed the published goal or submit utilization forms that describe a percentage participation that is less than the goal and submit documentation regarding good faith efforts at the time of bid/proposal submission. Vendors will not be permitted to correct goal deficiencies post bid/proposal due dates. The Agency will consider the quality, quantity, and intensity of the Vendor's efforts.
- 7.14. The following is a list of types of action that the Agency will consider as evidence of the Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Agency may be relevant in appropriate cases.
- 7.14.1. Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the certified vendors to respond to the solicitation. The Vendor must determine with certainty if the certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to bid. The Vendor must provide interested certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- 7.14.2. Selecting portions of the work to be performed by certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.

- 7.14.3. Making a portion of the work available to certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified vendor participation.
 - 7.14.4. Negotiating in good faith with interested certified vendors. Evidence of such negotiation includes the names, addresses, and telephone numbers of certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified vendors to perform the work. A Vendor using good business judgment will consider a number of factors in negotiating with certified vendors and will take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified vendors is not in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified vendors if the price difference is excessive or unreasonable.
 - 7.14.5. Thoroughly investigating the capabilities of certified vendors and not rejecting them as unqualified without sound reasons. The certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the Vendor's efforts to meet the goal.
 - 7.14.6. Making efforts to assist interested certified vendors in obtaining lines of credit or insurance as required by the Agency, the Vendor or to perform the scope of work.
 - 7.14.7. Making efforts to assist interested certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - 7.14.8. Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of certified vendors.
 - 7.15. In evaluating the Vendor's good faith efforts, the good faith efforts of other vendors to meet the goal on this solicitation or similar contracts may be considered.
 - 7.16. If the Agency determines that the Vendor has made good faith efforts to meet the goal, the Agency will award the contract provided that the Vendor is otherwise eligible for award.
 - 7.17. If the Agency determines that good faith efforts have not been made, it will notify the Vendor in writing of that determination.
8. Contract Compliance: Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern the Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If the Vendor did not succeed in obtaining enough certified vendor participation to achieve the goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
- 8.14. The Utilization Plan may not be amended without the Agency's prior written approval.

- 8.15. The Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency. Unauthorized changes or substitutions, including performing the work designated for a certified vendor with the Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. The Vendor must negotiate with the certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.
- 8.16. Substitutions of a certified vendor shall be permitted under the following circumstances:
- 8.16.1. Unavailability after receipt of reasonable notice to proceed;
 - 8.16.2. Failure of performance;
 - 8.16.3. Financial incapacity;
 - 8.16.4. Refusal by the certified vendor to honor the bid or proposal price or scope;
 - 8.16.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 - 8.16.6. Failure of the certified vendor to meet insurance, licensing or bonding requirements;
 - 8.16.7. The certified vendor's withdrawal of its bid or proposal; or
 - 8.16.8. Decertification of the certified vendor.
- 8.17. If it becomes necessary to substitute a certified vendor or otherwise change the Utilization Plan, the Vendor must notify the Agency in writing of the request to substitute a certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within 5 business days of receipt of the request.
- 8.18. Where the Vendor has established the basis for the substitution to the Agency's satisfaction, It must make good faith efforts to meet the contract goal by substituting a certified vendor. Documentation of a replacement vendor, or of good faith efforts to replace the certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-certified vendor.
- 8.19. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified vendors have a fair opportunity to bid on the new scope of work.
- 8.20. A new subcontract must be executed and submitted to the Agency within 5 business days of the Vendor's receipt of the Agency's approval for the substitution or other change.
- 8.21. The Vendor shall maintain a record of all relevant data with respect to the utilization of certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of

account for a period of at least 5 years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by a certified vendor and final payment to the certified vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP vendor under the contract.

- 8.22. The Agency will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of certified vendors, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 8.23. The Agency reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor's contractual commitments. Final payment shall not be made on the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

8.24. UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed separately within the offer packet.

Accenture LLP submits the following Utilization Plan as part of our proposal in accordance with the requirements of the Minority, Female, Persons with Disability Status and Participation section of the solicitation for 12-0163 Customer Service Center and Violation Processing System, Illinois Procurement Bulletin Reference Number 22025252. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded. We understand that we will not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of Intent, unless mandated by federal law or regulation (30 ILCS 575(4)(c)).

Accenture LLP makes the following assurance and agrees to include the assurance in each subcontract with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

Vendor's person responsible for compliance:

Name: J. Bryan Nicol

Title: Managing Director

Telephone: 703-947-1181

Email: J.Bryan.Nicol@accenture.com

We submit one (1) of the following statements:

- We are certified (or are eligible and have applied to be certified) with BEP and plan to fully meet the BEP utilization goal through self-performance.
- We attach Part I to demonstrate our Plan fully meets the BEP utilization goal of 4% through subcontracting.
- We attach Part I to detail that we do not fully meet the BEP utilization goal. We also attach Part II, Demonstration of Good Faith Efforts.

8.24.1. Part I - Utilization of Certified Vendors

Please submit a separate Part I for **each** proposed certified vendor. To achieve the BEP utilization goal through subcontracting, the following is proposed:

8.24.1.1. The proposed certified vendor's company name, address and phone number:

Name: Next Generation, Inc.

Address: 155 N. Wacker Drive, Suite 4250, Chicago, IL 60606

Phone Number: 312-739-0520

At the time of submission, the above certified vendor is:

- Certified with the CMS Business Enterprise Program (BEP).
- Meets the criteria and has submitted an application for certification with BEP (BEP certification must be completed before contract award).
- Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization(BEP certification must be completed before contract award):

State of IL BEP and IL UCP (DBE)

8.24.1.2. A detailed description of the commercially useful work to be done by this certified vendor is as follows:

Next Generation will be engaged in various stages of the development of the system. Services include Java development, SAP CRM and business objects process configuration and development resources for SAP BCM. Next Generation will provide project management support and resources.

8.24.1.3. The total estimated cost to the State for this contract is \$To Be Determined. The portion of the contract which will be subcontracted to this certified vendor is \$N/A or 4.5% of the total cost of the contract.

8.24.1.4. Check one of the following:

A notarized signed letter of intent between Accenture LLP and Next Generation, Inc. detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included.

A joint venture agreement between N/A and N/A is included in lieu of the letter of intent.

8.24.1.5. The Vendor has not prohibited or otherwise limited Next Generation, Inc. from providing subcontractor quotes to other potential bidders/vendors.

8.24.2. Part II - Demonstration of Good Faith Efforts to Achieve BEP Participation Goal

If the BEP participation goal was not achieved, the Good Faith Efforts checklist (Part II A) and contacts log (Part II B) must be submitted with the solicitation response (or as otherwise specified by CMS). **Failure to do so may render the Vendor's solicitation response non-responsive and cause it to be rejected, or render the Vendor ineligible for contract award, at CMS' sole discretion.** The Vendor will promptly provide evidence in support of its Good Faith Efforts to CMS upon request.

8.24.2.1. Part II A - Good Faith Efforts Checklist

Insert on each line below the initials of the authorized Vendor representative who is certifying on behalf of the Vendor that the Vendor has completed the activities described below. **If any of the items below were not completed, attach a detailed written explanation why each such item was not completed.** If any other efforts

were made to obtain BEP participation in addition to the items listed below, attach a detailed written explanation.

- Identified portions of the project work capable of performance by available BEP vendors, including, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP participation even when the Vendor could perform those scopes with its own forces.
- Solicited through reasonable and available means (e.g., written notices, advertisements) BEP vendors to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.
- Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage BEP vendors to submit proposals or bids.
- Negotiated in good faith with interested BEP vendors that submitted proposals or bids and thoroughly investigated their capabilities.
- Made efforts to assist interested BEP vendors in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
- Utilized resources available to identify available certified vendors, including but not limited to BEP assistance staff; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse businesses.

8.24.2.2. Part II B - Good Faith Efforts Contacts Log for Soliciting BEP Sub-consultant, Subcontractor or Supplier Participation

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP sub-consultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with certified vendors with which the Vendor reached an agreement to participate on this project, as shown on Part I of this Plan.)

Name of certified vendor firm	Date and method of contact	Scope of work solicited	Reason agreement was not reached
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

8.24.3. Letter of Intent (LOI) Between Prime Vendor and Certified Vendor

Instructions: The responsive Vendor is required to submit this signed and notarized Letter of Intent from each certified vendor identified on the Utilization Plan. LOIs must be submitted with the proposal and must be notarized by both parties. Submit a separate LOI for each proposed certified vendor. The amount and scope of work indicated on each LOI shall be the actual amount indicated on the Utilization Plan submitted with the proposal and approved by the Agency.

Changes to the Utilization Plan including substitution of certified vendors are permitted only after award of the contract and only with prior written approval of the Agency. A request for changes to the Utilization Plan must be submitted on the *Request for Change of Utilization Plan Form* for all levels of subcontracting. LOIs must be submitted for all additions of certified vendors to the Utilization Plan prior to the start of work.

Project Name Customer Service Center and Violation Processing System
Project/Solicitation Number: RFP #12-0163

Name of Prime Vendor: Accenture LLP

Address: 161 North Clark Street

City, State and Zip: Chicago, IL 60601

Telephone: (703) 947-1181 Fax: 703-947-2200 Email: J.Bryan.Nicol@accenture.com

Name of Certified Vendor: Next Generation, Inc.

Address: Address: 155 N. Wacker Drive, Suite 4250

City, State and Zip: Chicago, IL 60606

Telephone: 312-739-0520 Fax: (312) 739-0523 Email: dhigueros@nxtgeninc.com

Type of agreement: Services Supplies Both Supplies /Services

Type of payment: Lump Sum N/A
 Hourly Rate: N/A
 Unit Price:N/A

Period of Performance: TBD

Proposed Subcontract Amount \$Click here to enter text. or Proposed % of Contract 4.5

Description of work to be performed by Certified Vendor:

Next Generation will be engaged in various stages of the development of the system. Services include Java development, SAP CRM and business objects process configuration and development resources for SAP BCM. Next Generation will provide project management support and resources.

List the governmental agency or private organization with whom the certified vendor is currently certified as a disadvantaged, minority, or woman business enterprise:

State of IL BEP, IL UCP (DBE), Cook County and City of Chicago (MBE)

The prime vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the prime vendor and the State of Illinois, the certified vendor will perform the scope of work for the price as indicated above.

Prime Vendor (Company Name and D/B/A):

Accenture, LLP

Signature

Printed Name: J. Bryan Nicol

Title: Managing Director

Date: January 3, 2013

Certified Vendor (Company Name and D/B/A):

Next Generation, Inc.

Signature

Printed Name

Title: President & CEO

Date: January 3, 2013

Subscribed and sworn before me this

3 day of January, 2013

Notary Public

My Commission expires: 11/28/16

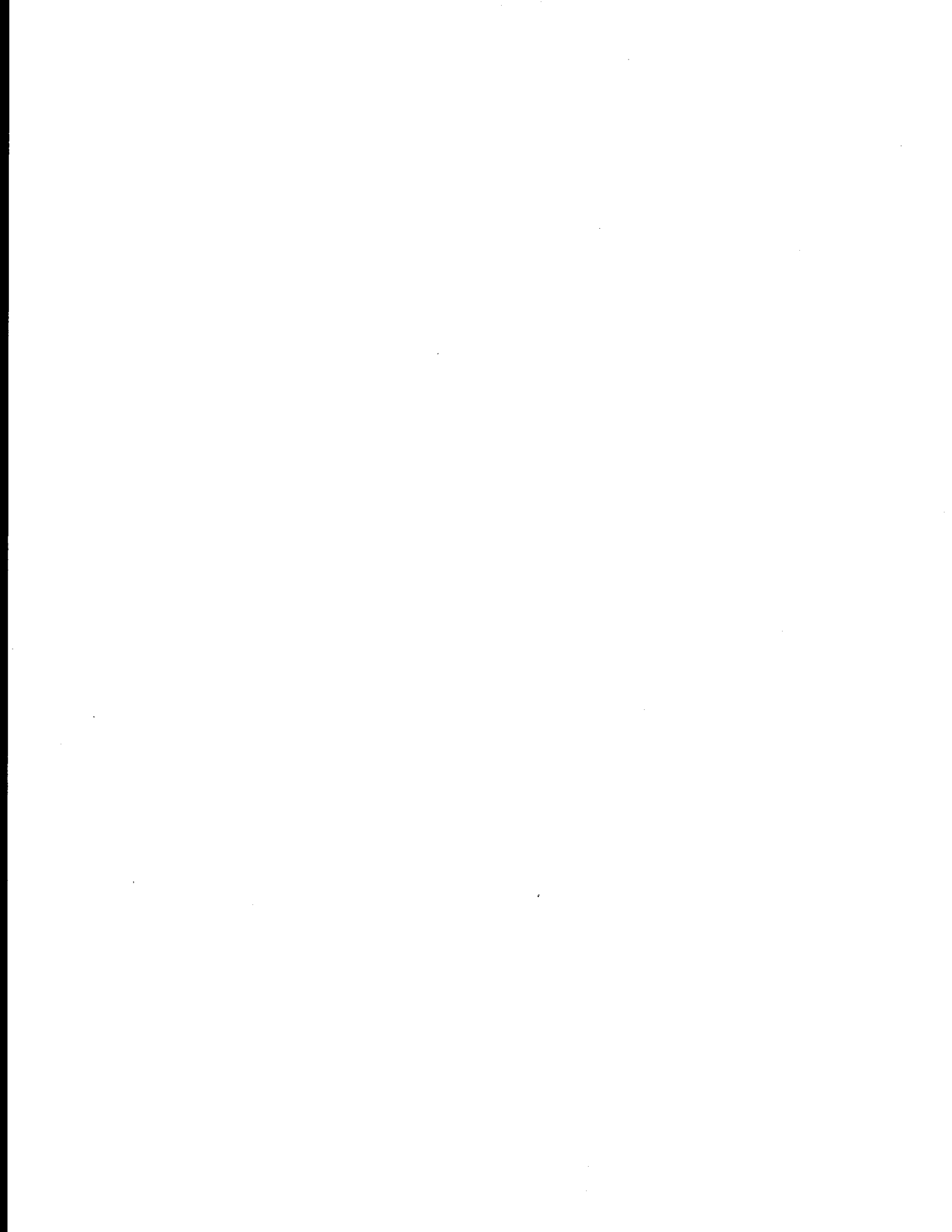
Subscribed and sworn before me this

3 day of January, 2013

Notary Public

My Commission expires: 11/28/16





Form 4-4
Minority, Female, Person with Disability Status and
Subcontracting (BPE Utilization)

4-4 Minority, Female, Person with Disability Status and Subcontracting (BPE Utilization)

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 575) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities.

Contract Goal to be achieved by the Vendor: This contract includes a specific Business Enterprise Program (BEP) utilization goal of 4% based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, the Agency/University will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified vendor.

Following are guidelines for the Vendor's response in the Utilization Plan. A format for the utilization plan is included in this section. Vendor should include any additional information that will add clarity to the Vendor's proposed utilization of certified vendors to meet the targeted goal. The Utilization Plan must demonstrate that the Vendor has either met the contract goal or that it has made good faith efforts to do so.

1. At the time of proposal submission, the Certified Vendor may not yet be certified with CMS Business Enterprise Program; **however, the Certified Vendor must meet the eligibility requirements and be fully certified in the BEP Program before contract award.** Visit www.sell2.illinois.gov/bep/Business_Enterprise.htm for complete requirements and to apply for certification in the Business Enterprise Program. Vendors who submit bids or proposals for State contracts shall not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation (30 ILCS 575(4)(c)).
2. If applicable, the Plan should include an executed Joint Venture agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract. The joint venture agreement must clearly evidence that the certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified vendor's own forces and under its supervision; and the commitment of management, supervisory personnel and operative personnel employed by the certified vendor to be dedicated to the performance of the contract. Each joint venture partner must execute the proposal to the Agency.
3. An agreement between a Vendor and a certified vendor in which the certified vendor promises not to provide subcontracting quotations to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed certified vendor. Failure to cooperate may render the proposal non-responsive. **The contract will not be finally awarded until the Vendor's Utilization Plan is approved.**
4. **Certified Vendor Locator References:** Vendors may consult CMS' BEP Certified Vendor Directory at www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm, as well as the directories of other certifying agencies but subcontracting vendors must be certified by CMS as BEP vendors before the time of contract award.
5. **Vendor Assurance:** The Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as

the Agency deems appropriate. This assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier.

6. Calculating Certified Vendor Participation: The Utilization Plan documents work anticipated to be performed by all certified vendors and paid for upon satisfactory completion. Only the value of payments made for the work actually performed by certified BEP vendors is counted toward the contract goal. Counting guidelines are summarized below:
- 6.14. The value of the work actually performed by the certified vendor's forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified vendor's forces, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Vendor.
 - 6.15. A joint venture shall count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.
 - 6.16. When a certified vendor subcontracts part of the work of its contract to another firm, the value of the subcontracted work shall be counted toward the contract goal only if the certified vendor's subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.
 - 6.17. A Vendor shall count towards the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified vendor manufacturer, regular dealer or supplier.
 - 6.18. A Vendor shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:
 - 6.18.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 6.18.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
 - 6.18.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

6.19. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.

6.19.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

6.19.2. A certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain certified vendor participation. In determining whether a certified vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified vendors do not participate, and industry practices.

6.20. A Vendor shall not count towards the goal expenditures that are not direct, necessary and proximately related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

7. Good Faith Effort Procedures: If the Vendor cannot meet the goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. Vendors must submit utilization forms that meet or exceed the published goal or submit utilization forms that describe a percentage participation that is less than the goal and submit documentation regarding good faith efforts at the time of bid/proposal submission. Vendors will not be permitted to correct goal deficiencies post bid/proposal due dates. The Agency will consider the quality, quantity, and intensity of the Vendor's efforts.

7.14. The following is a list of types of action that the Agency will consider as evidence of the Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Agency may be relevant in appropriate cases.

7.14.1. Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the certified vendors to respond to the solicitation. The Vendor must determine with certainty if the certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to bid. The Vendor must provide interested certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

7.14.2. Selecting portions of the work to be performed by certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.

- 7.14.3. Making a portion of the work available to certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified vendor participation.
- 7.14.4. Negotiating in good faith with interested certified vendors. Evidence of such negotiation includes the names, addresses, and telephone numbers of certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified vendors to perform the work. A Vendor using good business judgment will consider a number of factors in negotiating with certified vendors and will take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified vendors is not in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified vendors if the price difference is excessive or unreasonable.
- 7.14.5. Thoroughly investigating the capabilities of certified vendors and not rejecting them as unqualified without sound reasons. The certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the Vendor's efforts to meet the goal.
- 7.14.6. Making efforts to assist interested certified vendors in obtaining lines of credit or insurance as required by the Agency, the Vendor or to perform the scope of work.
- 7.14.7. Making efforts to assist interested certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 7.14.8. Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of certified vendors.
- 7.15. In evaluating the Vendor's good faith efforts, the good faith efforts of other vendors to meet the goal on this solicitation or similar contracts may be considered.
- 7.16. If the Agency determines that the Vendor has made good faith efforts to meet the goal, the Agency will award the contract provided that the Vendor is otherwise eligible for award.
- 7.17. If the Agency determines that good faith efforts have not been made, it will notify the Vendor in writing of that determination.
8. Contract Compliance: Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern the Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If the Vendor did not succeed in obtaining enough certified vendor participation to achieve the goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
 - 8.14. The Utilization Plan may not be amended without the Agency's prior written approval.

- 8.15. The Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency. Unauthorized changes or substitutions, including performing the work designated for a certified vendor with the Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. The Vendor must negotiate with the certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.
- 8.16. Substitutions of a certified vendor shall be permitted under the following circumstances:
- 8.16.1. Unavailability after receipt of reasonable notice to proceed;
 - 8.16.2. Failure of performance;
 - 8.16.3. Financial incapacity;
 - 8.16.4. Refusal by the certified vendor to honor the bid or proposal price or scope;
 - 8.16.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 - 8.16.6. Failure of the certified vendor to meet insurance, licensing or bonding requirements;
 - 8.16.7. The certified vendor's withdrawal of its bid or proposal; or
 - 8.16.8. Decertification of the certified vendor.
- 8.17. If it becomes necessary to substitute a certified vendor or otherwise change the Utilization Plan, the Vendor must notify the Agency in writing of the request to substitute a certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within 5 business days of receipt of the request.
- 8.18. Where the Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified vendor. Documentation of a replacement vendor, or of good faith efforts to replace the certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-certified vendor.
- 8.19. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified vendors have a fair opportunity to bid on the new scope of work.
- 8.20. A new subcontract must be executed and submitted to the Agency within 5 business days of the Vendor's receipt of the Agency's approval for the substitution or other change.
- 8.21. The Vendor shall maintain a record of all relevant data with respect to the utilization of certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of

account for a period of at least 5 years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by a certified vendor and final payment to the certified vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP vendor under the contract.

- 8.22. The Agency will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of certified vendors, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 8.23. The Agency reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor's contractual commitments. Final payment shall not be made on the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

8.24. UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed separately within the offer packet.

Accenture submits the following Utilization Plan as part of our proposal in accordance with the requirements of the Minority, Female, Persons with Disability Status and Participation section of the solicitation for Customer Service Center and Violation Processing System, Illinois Procurement Bulletin Reference Number 12-0163. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded. We understand that we will not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation (30 ILCS 575(4)(c).

Accenture makes the following assurance and agrees to include the assurance in each subcontract with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

Vendor's person responsible for compliance:

Name: J. Bryan Nicol

Title: Managing Director

Telephone: (703) 947-1181

Email: j.bryan.nicol@accenture.com

We submit one (1) of the following statements:

- We are certified (or are eligible and have applied to be certified) with BEP and plan to fully meet the BEP utilization goal through self-performance.
- We attach Part I to demonstrate our Plan fully meets the BEP utilization goal of 4% through subcontracting.
- We attach Part I to detail that we do not fully meet the BEP utilization goal. We also attach Part II, Demonstration of Good Faith Efforts.

8.24.1. Part I - Utilization of Certified Vendors

Please submit a separate Part I for each proposed certified vendor. To achieve the BEP utilization goal through subcontracting, the following is proposed:

8.24.1.1. The proposed certified vendor's company name, address and phone number:

Name: SMaRT Technology Services, Inc.

Address: 156 North Jefferson, Suite 200, Chicago, IL 60661

Phone Number: (312) 612-8221

At the time of submission, the above certified vendor is:

- Certified with the CMS Business Enterprise Program (BEP).
- Meets the criteria and has submitted an application for certification with BEP (BEP certification must be completed before contract award).
- Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization (BEP certification must be completed before contract award):

State of IL BEP, Cook County, City of Chicago, Chicago MSDC

8.24.1.2. A detailed description of the commercially useful work to be done by this certified vendor is as follows:

SMaRT Technology Services, Inc will be engaged in providing hardware and software for the system.

8.24.1.3. The total estimated cost to the State for this contract is \$To be determined. The portion of the contract which will be subcontracted to this certified vendor is \$Click here to enter text. or 4.5% of the total cost of the contract.

8.24.1.4. Check one of the following:

A notarized signed letter of intent between Accenture LLP and SMaRT Technology Services, Inc. detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included.

A joint venture agreement between Click here to enter text. and Click here to enter text. is included in lieu of the letter of intent.

8.24.1.5. The Vendor has not prohibited or otherwise limited SMaRT Technology Services, Inc. from providing subcontractor quotes to other potential bidders/vendors.

8.24.2. Part II - Demonstration of Good Faith Efforts to Achieve BEP Participation Goal

If the BEP participation goal was not achieved, the Good Faith Efforts checklist (Part II A) and contacts log (Part II B) must be submitted with the solicitation response (or as otherwise specified by CMS). Failure to do so may render the Vendor's solicitation response non-responsive and cause it to be rejected, or render the Vendor ineligible for contract award, at CMS' sole discretion. The Vendor will promptly provide evidence in support of its Good Faith Efforts to CMS upon request.

8.24.2.1. Part II A - Good Faith Efforts Checklist

Insert on each line below the initials of the authorized Vendor representative who is certifying on behalf of the Vendor that the Vendor has completed the activities described below. If any of the items below were not completed, attach a detailed

written explanation why each such item was not completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed written explanation.

- Identified portions of the project work capable of performance by available BEP vendors, including, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP participation even when the Vendor could perform those scopes with its own forces.
- Solicited through reasonable and available means (e.g., written notices, advertisements) BEP vendors to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.
- Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage BEP vendors to submit proposals or bids.
- Negotiated in good faith with interested BEP vendors that submitted proposals or bids and thoroughly investigated their capabilities.
- Made efforts to assist interested BEP vendors in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
- Utilized resources available to identify available certified vendors, including but not limited to BEP assistance staff; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse businesses.

8.24.2.2. Part II B - Good Faith Efforts Contacts Log for Soliciting BEP Sub-consultant, Subcontractor or Supplier Participation

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP sub-consultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with certified vendors with which the Vendor reached an agreement to participate on this project, as shown on Part I of this Plan.)

Name of certified vendor firm	Date and method of contact	Scope of work solicited	Reason agreement was not reached
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

8.24.3. Letter of Intent (LOI) Between Prime Vendor and Certified Vendor

Instructions: The responsive Vendor is required to submit this signed and notarized Letter of Intent from each certified vendor identified on the Utilization Plan. LOIs must be submitted with the proposal and must be notarized by both parties. Submit a separate LOI for each proposed certified vendor. The amount and scope of work indicated on each LOI shall be the actual amount indicated on the Utilization Plan submitted with the proposal and approved by the Agency.

Changes to the Utilization Plan including substitution of certified vendors are permitted only after award of the contract and only with prior written approval of the Agency. A request for changes to the Utilization Plan must be submitted on the *Request for Change of Utilization Plan Form* for all levels of subcontracting. LOIs must be submitted for all additions of certified vendors to the Utilization Plan prior to the start of work.

Project Name Customer Service and Violation Processing System
Project/Solicitation Number: RFP 12-0163

Name of Prime Vendor: Accenture LLP

Address: 161 North Clark Street

City, State and Zip: Chicago, IL 60601

Telephone: (703) 947-1181 Fax: (703) 947-2200 Email: j.bryan.nicol@accenture.com

Name of Certified Vendor: SMaRT Technology Services, Inc.

Address: Address: 156 North Jefferson, Suite 200

City, State and Zip: Chicago, IL 60661

Telephone: (312) 612-8221 Fax: () Email: scbaker@smartts.com

Type of agreement: Services Supplies Both Supplies /Services

Type of payment: Lump Sum Click here to enter text.

Hourly Rate: Click here to enter text.

Unit Price: Click here to enter text.

Period of Performance: TBD by final contract and scope

Proposed Subcontract Amount \$Click here to enter text. or Proposed % of Contract 4.5%

Description of work to be performed by Certified Vendor:

SMaRT Technology Services, Inc will be engaged in providing hardware and software for the system.

List the governmental agency or private organization with whom the certified vendor is currently certified as a disadvantaged, minority, or woman business enterprise:

State of IL BEP, Cook County, City of Chicago, Chicago MSDC

The prime vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the prime vendor and the State of Illinois, the certified vendor will perform the scope of work for the price as indicated above.

Prime Vendor (Company Name and D/B/A):

Accenture, LLP

Signature



Printed Name: J. Bryan Nicol

Title: Managing Director

Date: October 8, 2013

Subscribed and sworn before me this

8th day of October, 2013



My Commission expires: 08/30/2014

Certified Vendor (Company Name and D/B/A):

SMaRT Technology Services, Inc.

Signature



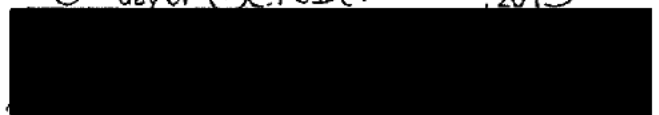
Printed Name: Stephen C. Baker

Title: CEO

Date: October 8, 2013

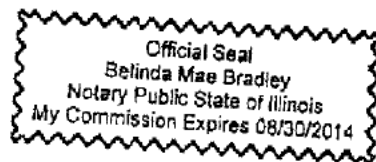
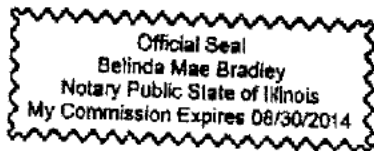
Subscribed and sworn before me this

8th day of October, 2013



Notary Public

My Commission expires: 08/30/2014



RESOLUTION NO. 19996

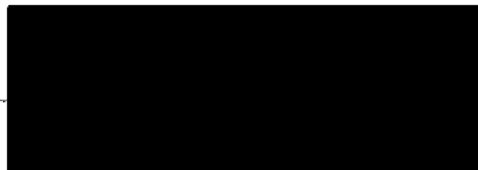
Background

The Customer Service Center and Violation Processing System facilitates the accurate and efficient collection of toll revenue and violation recovery revenue that combine to represent almost \$1 billion on an annual basis. The Customer Service Center and Violation Processing System also facilitates the provision of customer services to more than 1.4 million daily drivers, enabling I-PASS customers to manage their I-PASS accounts and violation recipients to review, pay, or even dispute, their violations. Accenture LLP has submitted a proposal to operate the Tollway's Customer Service Center and Violation Processing System. It is necessary and in the best interest of The Illinois State Toll Highway Authority ("Tollway") to award contract No. 12-0163 for these services to Accenture LLP.

Resolution

Award of Contract No. 12-0163 for a six-year contract with four one-year renewal options, is approved substantially in the form of the agreement attached to this resolution in the amount not to exceed \$44,000,000; the Chair or the Executive Director is authorized to execute necessary documents in connection therewith, subject to the approval of the General Counsel; and the Chief of Finance is authorized to issue warrants in payment thereof.

Approved by: _____



Amendment #2
to
Customer Service Center and Violation Processing System Contract (#12-0163)

THIS AMENDMENT #2 to the Customer Service Center and Violation Processing System Contract (#12-0163) dated October 23, 2013 (the "Contract"), as executed by Illinois State Toll Highway Authority ("Tollway") and Accenture LLP ("Contractor"), is entered into between Tollway and Contractor and shall be effective as of August 19, 2018 ("Effective Date").

WHEREAS the parties desire to modify certain terms and conditions of the Contract as part of the renewal of the Maintenance phase of said Contract;

WHEREAS, the changes included in this Amendment are not material changes to the terms and conditions of the Contract, as they do not affect payment and duties to be performed but rather are made solely to address legal/regulatory changes and operating conditions that have arisen during the Contract term and clarify them for the remainder of the Contract term.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein set forth, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Contract as follows (NOTE: *italics* are used for illustrative purposes only to indicate new or modified language):

- 1. Section 3.8 of the Contract ("Taxes") is hereby modified with the addition of the following sentence at the end of the current section:**

The Tollway and Contractor acknowledge that each party will work together in a commercially reasonable and cooperative fashion to enable each party to accurately determine its own overall tax liabilities for purposes of corporate and organizational management to the extent legally permissible.

- 2. Section 3.9(a) of the Contract ("Travel and Out-of-Pocket Expenses") is hereby deleted in its entirety and replaced with the following:**

(a) The Tollway's policies and procedures with respect to reporting and auditing of such travel and out-of-pocket expenses shall apply and supersede any other travel policy under the Agreement *to the extent that the Tollway's policies and procedures are more restrictive than Contractor's travel/expense policies and procedures.*

- 3. Section 5.12 of the Contract ("Force Majeure") is amended to add the following to the existing language as follows:**

5.12.1 *The Party claiming the Force Majeure Event ("the Claiming Party") shall be excused from whatever performance is affected by the Force Majeure Event only to the extent affected; provided:*

(A) *The Claiming Party gives notice to the other party as soon as practicable of the claimed Force Majeure Event with details of the event and its impact on the Claiming Party's performance of its obligations under the Contract;*

- (B) *During the pendency of the Force Majeure Event, the Claiming Party shall continue to exert commercially reasonable efforts to mitigate the effect of the Force Majeure Event;*
- (C) *As soon as the Claiming Party is able to resume performance of its obligations under the Contract, it shall do so and shall promptly give the other party notice of this resumption; and*
- (D) *No Force Majeure Event shall relieve a party from performing those of its obligations under the Contract that are not affected by the Force Majeure Event.*

5.12.2 *Consequences of a Force Majeure Event: If the Claiming Party is prevented, hindered or delayed from or in performing any of its obligations under this Contract by a Force Majeure Event, then the Claiming Party's obligations under this Contract shall be suspended for so long as the Force Majeure Event continues and to the extent that the Claiming Party is so prevented, hindered or delayed. In such circumstances, the Tollway shall not be required to continue to pay the charges in respect of the affected Services but the Tollway shall continue to pay the charges in respect of any Services that it is continuing to receive and are remaining unaffected by the Force Majeure Event.*

4. Section 5.1.3 of the Contract (“Binding Nature and Assignment”) is hereby modified with the addition of the following language:

5.1.3 Binding Nature and Assignment. Subject to all other provisions herein contained, this Contract shall be binding on the parties and their successors and permitted assigns. Except as hereinafter provided in this Section, neither party shall assign, transfer or delegate its duties under this Contract, or any part thereof, whether by operation of law or otherwise, without the prior written consent of the other party, *which shall not be unreasonably delayed or withheld. The Parties agree that the Tollway shall be deemed to act reasonably if it withholds consent if the Contractor seeks to assign the Contract to a third party. Without limiting the generality of the foregoing, and to avoid any ambiguity, the phrase "by operation of law" shall include a Change in Control of the Contractor's corporate organizational form.* Tollway shall have the right to assign this Contract to any Affiliate at any time upon notice to Contractor. If there is a Change in Control with respect to Contractor, Tollway shall have the right to terminate this Contract based on the following terms and conditions: Tollway will provide written notice to the successor requesting that the successor provide adequate written assurance that it will be able to comply with all the terms and conditions of the Contract, including the financial, personnel and technical resources to satisfy such obligations. If the successor fails or refuses to provide such adequate written assurances to Tollway, the adequacy of such assurance to be reasonably determined by Tollway, Tollway shall be permitted to terminate this Contract, and, subject to the terms and conditions of Section 1.7.2 of this Contract, Contractor shall reimburse Tollway for all reasonable costs associated with transitioning to a suitable replacement contractor.

5. Section 6 of the Contract (“DATA RIGHTS, CONFIDENTIALITY AND SECURITY”) is hereby modified with the addition of the following new subsections related to the European Union’s General Data Privacy Regulation (“GDPR”):

- 6.7 **Roles and Obligations of the Parties regarding Data Rights and Remedies of Tollway.** The parties agree that Tollway shall be the controller of Tollway Data and Contractor shall be the processor of such data and each party shall comply with the relevant Data Privacy Laws to the extent applicable to such party in its respective role under any applicable Notice to Proceed. The parties agree further that Data Privacy Laws applicable to this Contract, as amended, shall be the laws of the State of Illinois and the United States of America.

In concert with the provisions of Section 1.5.3.2 of the Contract, the parties shall have the following obligations in relation to the processing of Tollway Data:

- 6.7.1 **Processing Details.** Each Notice to Proceed under this Contract, as amended, shall set out the following details applicable to the processing: (1) the subject-matter and duration of the processing; (2) the nature and purpose of the processing; and (3) the type of Tollway Data included and the categories of data subjects.
- 6.7.2 **Tollway Instructions.** Contractor shall process Tollway Data only in accordance with Tollway's documented processing instructions, unless otherwise required by applicable Illinois or United States law. Tollway shall limit disclosure of Tollway Data to only that which has been described as set forth in any applicable Notice to Proceed. If Tollway requires that Contractor follow a processing instruction despite Contractor's notice that such instruction infringes an applicable Data Privacy Law, Tollway shall be responsible for all liability associated with any continued processing in accordance with such instruction.
- 6.7.3 **Contractor Personnel Duty of Confidentiality.** All Contractor personnel, including subcontractors, authorized to process the Tollway Data shall be subject to confidentiality obligations and/or subject to an appropriate statutory obligation of confidentiality.
- 6.7.4 **Security Measures.** Each party shall implement the technical and organizational security measures as described in Section 6.5 and Exhibit 5 of the Contract and any applicable Notice to Proceed to safeguard Tollway Data from unauthorized or unlawful Processing or accidental loss, destruction or damage. Each party hereby acknowledges and agrees that it considers such measures to be appropriate, taking into account the ongoing state of technological development, the costs of implementation and the nature, scope, context and purposes of the processing as well as the likelihood and severity of risk to individuals.
- 6.7.5 **Sub-processing.** Contractor shall not engage another processor with respect to the Tollway Data without the prior written authorization of Tollway. Tollway shall provide Contractor with timely approval or notice of objection with respect to any proposed sub-processor engagement and proposed changes related thereto. Failure of the Tollway to respond to a request within 14 days for authorization will be deemed a denial. Contractor shall contractually require

any sub-processor of Tollway Data engaged by Contractor to comply with data protection obligations that are at least as restrictive as those Contractor is required to comply with hereunder.

6.7.6 Data Subject Requests. Taking into account the nature of the processing described in a Notice to Proceed and its applicability under Illinois and United States law, Contractor shall provide commercially reasonable assistance to Tollway by appropriate technical and organizational measures for the fulfillment of Tollway's obligation – if any - to respond to requests for exercising the data subject's rights laid down in Chapter III of the European Union's General Data Privacy Regulation (GDPR), including rights of access, rectification, erasure, portability, and the right to restrict or object to certain processing.

6.7.7 Assistance re: Security, Breach Notifications, DPIAs and Consulting with Supervisory Authorities. Taking into account the nature of the processing and the information available to Contractor, and only to the degree applicable to Tollway and Contractor under Illinois and United States law, Contractor shall provide commercially reasonable assistance to Tollway with respect to the following, provided that the following shall not establish an obligation on Contractor to independently investigate or provide legal or other regulatory advice:

- Tollway's implementation of appropriate technical and organizational security measures as described in the Contract and the applicable Notice to Proceed;
- Tollway's obligations to notify the relevant supervisory authorities and data subjects of a breach with respect to Tollway Data as set forth in Article 33 and 34 of the GDPR;
- Tollway's obligations with respect to conducting data protection impact assessments as set forth in Article 35 of the GDPR; and
- Tollway's obligations with respect to consulting with supervisory authorities as set forth in Article 36 of the GDPR.

Tollway shall be responsible for any reasonable costs arising from such assistance.

Notwithstanding the above, the Contractor will provide all necessary technical and advisory and programming assistance to the Tollway for any data breaches or security issues arising from the Contractor's own actions or arising from data processing under the Contractor's control in accord with all limitations, restrictions and comparative financial obligations of the parties under this Agreement. Additionally, for any data breaches or security issues arising from the Contractor's actions or arising from data processing under the Contractor's sole control will establish an obligation on Contractor to independently provide commercially reasonable assistance to Tollway through the use of appropriate technical and organizational measures to remedy and address the data breach

caused by the Contractor's actions or arising from data processing under the Contractor's sole or comparative control.

6.7.8 Data Retention. Upon expiration or termination of an applicable Notice to Proceed, Contractor shall delete or return to Tollway all Tollway Data in accordance with the terms and timelines of the applicable covered Notice to Proceed, Tollway specific direction, which shall be requested prior to deletion, or unless otherwise required by applicable Illinois and United States laws.

6.7.9 Audits and Inspections. Contractor shall make available to Tollway information requested by Tollway to demonstrate Contractor's compliance with its obligations as set forth herein and submit to audits and inspections by Tollway (or Tollway directed third party) in accordance with Section 6.5.4 herein. When Contractor is responding to a Tollway-mandated audit or inspection of Contractor's compliance with data privacy obligations, Contractor shall inform Tollway if, in Contractor's opinion, any Tollway instruction infringes any applicable Data Privacy Law.

Except as specifically provided above, all terms and conditions of the Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as stated below:

Agreed and accepted:

ACCENTURE LLP

Signature

JOHN VASILY

Printed Name

MANAGING DIRECTOR

Title

8/24/18

Date of Signature

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signature

John Donato

Printed Name

Chief of Procurement

Title

8/28/18

Date of Signature

Approved as to form and Constitutionality:

By:

On behalf of Lisa Madigan, Attorney General

STATE OF ILLINOIS CONTRACT RENEWAL

Illinois Tollway
Customer Service Center and Violation Processing System
Contract #12-0163

Contract Renewal

1 2 3 4 5

The undersigned Agency and Vendor, Accenture LLP, (the Parties) agree that the following shall renew the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Renewal shall prevail.


IN WITNESS WHEREOF, the Agency and the Vendor cause this Renewal to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Vendor Name: Accenture LLP 	Address: 161 N. Clark ST, Chicago, IL 60601
Printed Name: John Vasilj	Fax:
Title: Managing Director	Email: john.vasilj@accenture.com
Date: August 19, 2018	

STATE OF ILLINOIS

Procuring Agency or University: Illinois Tollway	Phone: 630/241-6800
Street Address: 2700 Ogden Avenue	Fax: : 630-795-7908
City, State ZIP: Downers Grove, IL 60515	
Official Signature:	Date: 8/31/18
Printed Name: Elizabeth Gorman	
Official's Title: Executive Director	
Approved as to Form and Constitutionality Legal Signature:	Date: 8/27/18
Legal Printed Name: Robert Lane Victor F. Azer	
Legal's Title: Senior Assistant Attorney General	
Finance Signature:	Date: 8-28-18
Finance Printed Name: Michael J. Colsch	
Finance's Title: Chief Financial Officer (CFO)	
Legal Signature:	Date: 8/28/18
Legal Printed Name: Elizabeth M.S. Oplawski	

Legal's Title: Acting General Counsel	
Procurement Signature: 	Date: 8/28/18
Procurement Printed Name: John Donato	
Procurement's Title: Chief of Procurement	

PBC#	Project Title Customer Service Center and Violation Processing System	
Contract # 12-0163	Procurement Method (IFB, RFP, Small, etc): RFP	
IPB Ref. #	IPB Publication Date:	Award Code: B
Subcontractor Utilization? <input type="checkbox"/> Yes <input type="checkbox"/> No	Subcontractor Disclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source	Obligation #	
CPO 33 – General Counsel Approval:		
Signature	Printed Name	Date

1. **DESCRIPTION OF CONTRACT BEING RENEWED** (include original contract number): Contract 12-0163/Customer Service Center and Violation Processing Systems
2. **TERMS AND CONDITIONS:** This Renewal is on the same terms and conditions as the Contract being renewed except as changed and described herein.
3. **RENEWAL TERM:** This RENEWAL shall begin October 23, 2019 and shall run through October 22, 2021.
4. **COSTS** (describe calculation and/or cost basis, if applicable): The value of this renewal contract is \$17,620,000.00. This value is approved by the Tollway’s Board of Directors and may be modified pursuant to Tollway Board approval as provided by written resolution or otherwise in accordance with authority delegated by the Board.
 - 4.1. Renewal Pricing:
 The pricing for the Renewal shall be at the same rate as the initial term.
5. **MAXIMUM AMOUNT:** Vendor’s compensation for (services) under this renewal Contract shall not exceed \$21,144,000.00 during this renewal term without a formal amendment.
6. **SUBCONTRACTORS:** Will subcontractors be utilized? Yes No
 - Subcontractor Name: Next Generation, Inc.
 - Amount to be paid: To be determined

Address: 155 N. Wacker Drive, Suite 4250, Chicago, IL 60606

Description of work: To be determined

- Subcontractor Name: SDI Presence LLC

Amount to be paid: To be determined

Address: 33 W. Monroe Street, Suite 400, Chicago, IL 60603

Description of work: To be determined

- 6.1. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.
- 6.2. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 6.3. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed Forms B for the subcontractor.
- 6.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

STATE OF ILLINOIS

FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: N/A Procurement/Contract #: 12-0163 Customer Service Center and Violation Processing System – Renewal 1

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number that is active and not expired.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor’s response.

1. Certification of Illinois Procurement Gateway Registration

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

To ensure that you have a valid registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have a valid IPG registration.

IPG Registration #: 20134222 IPG Expiration Date: 07/26/2019

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e).
 Yes No

3. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below. Yes No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist’s information. Additional rows may be inserted into the table or an attachment may be provided if needed.

Name	Address	Relationship to Disclosing Entity
n/a	n/a	n/a

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: n/a

4. Disclosure of Current and Pending Contracts

STATE OF ILLINOIS FORMS B CERTIFICATIONS AND DISCLOSURES

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

Yes No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed.

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois Tollway	Toll Technology Revenue Enhancements	Pending Contract	Up to \$10,000,000.00	18-0101

5. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: Accenture LLP

Phone: (312) 693-0161

Street Address: 161 N. Clark Street

Email: john.vasilj@accenture.com

City, State, Zip: Chicago, IL 60601

Vendor Contact: John Vasilj

Signature: _____

Date: August 19, 2018

Printed Name: John Vasilj

Title: Managing Director

STATE OF ILLINOIS FORMS B CERTIFICATIONS AND DISCLOSURES

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.


Name:

Business Name: Accenture LLP

Taxpayer Identification Number:


Social Security Number:

or

Employer Identification Number: 

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input checked="" type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input type="checkbox"/> C = corporation |
| | <input checked="" type="checkbox"/> P = partnership |

Signature of Authorized Representative: 

Date: August 19, 2018

Amendment #2
to
Customer Service Center and Violation Processing System Contract (#12-0163)

THIS AMENDMENT #2 to the Customer Service Center and Violation Processing System Contract (#12-0163) dated October 23, 2013 (the "Contract"), as executed by Illinois State Toll Highway Authority ("Tollway") and Accenture LLP ("Contractor"), is entered into between Tollway and Contractor and shall be effective as of August 19, 2018 ("Effective Date").

WHEREAS the parties desire to modify certain terms and conditions of the Contract as part of the renewal of the Maintenance phase of said Contract;

WHEREAS, the changes included in this Amendment are not material changes to the terms and conditions of the Contract, as they do not affect payment and duties to be performed but rather are made solely to address legal/regulatory changes and operating conditions that have arisen during the Contract term and clarify them for the remainder of the Contract term.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein set forth, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Contract as follows (NOTE: *italics* are used for illustrative purposes only to indicate new or modified language):

- 1. Section 3.8 of the Contract ("Taxes") is hereby modified with the addition of the following sentence at the end of the current section:**

The Tollway and Contractor acknowledge that each party will work together in a commercially reasonable and cooperative fashion to enable each party to accurately determine its own overall tax liabilities for purposes of corporate and organizational management to the extent legally permissible.

- 2. Section 3.9(a) of the Contract ("Travel and Out-of-Pocket Expenses") is hereby deleted in its entirety and replaced with the following:**

- (a) The Tollway's policies and procedures with respect to reporting and auditing of such travel and out-of-pocket expenses shall apply and supersede any other travel policy under the Agreement *to the extent that the Tollway's policies and procedures are more restrictive than Contractor's travel/expense policies and procedures.*

- 3. Section 5.12 of the Contract ("Force Majeure") is amended to add the following to the existing language as follows:**

5.12.1 *The Party claiming the Force Majeure Event ("the Claiming Party") shall be excused from whatever performance is affected by the Force Majeure Event only to the extent affected; provided:*

- (A) *The Claiming Party gives notice to the other party as soon as practicable of the claimed Force Majeure Event with details of the event and its impact on the Claiming Party's performance of its obligations under the Contract;*

- (B) *During the pendency of the Force Majeure Event, the Claiming Party shall continue to exert commercially reasonable efforts to mitigate the effect of the Force Majeure Event;*
- (C) *As soon as the Claiming Party is able to resume performance of its obligations under the Contract, it shall do so and shall promptly give the other party notice of this resumption; and*
- (D) *No Force Majeure Event shall relieve a party from performing those of its obligations under the Contract that are not affected by the Force Majeure Event.*

5.12.2 *Consequences of a Force Majeure Event: If the Claiming Party is prevented, hindered or delayed from or in performing any of its obligations under this Contract by a Force Majeure Event, then the Claiming Party's obligations under this Contract shall be suspended for so long as the Force Majeure Event continues and to the extent that the Claiming Party is so prevented, hindered or delayed. In such circumstances, the Tollway shall not be required to continue to pay the charges in respect of the affected Services but the Tollway shall continue to pay the charges in respect of any Services that it is continuing to receive and are remaining unaffected by the Force Majeure Event.*

4. Section 5.1.3 of the Contract (“Binding Nature and Assignment”) is hereby modified with the addition of the following language:

5.1.3 Binding Nature and Assignment. Subject to all other provisions herein contained, this Contract shall be binding on the parties and their successors and permitted assigns. Except as hereinafter provided in this Section, neither party shall assign, transfer or delegate its duties under this Contract, or any part thereof, whether by operation of law or otherwise, without the prior written consent of the other party, *which shall not be unreasonably delayed or withheld. The Parties agree that the Tollway shall be deemed to act reasonably if it withholds consent if the Contractor seeks to assign the Contract to a third party. Without limiting the generality of the foregoing, and to avoid any ambiguity, the phrase "by operation of law" shall include a Change in Control of the Contractor's corporate organizational form.* Tollway shall have the right to assign this Contract to any Affiliate at any time upon notice to Contractor. If there is a Change in Control with respect to Contractor, Tollway shall have the right to terminate this Contract based on the following terms and conditions: Tollway will provide written notice to the successor requesting that the successor provide adequate written assurance that it will be able to comply with all the terms and conditions of the Contract, including the financial, personnel and technical resources to satisfy such obligations. If the successor fails or refuses to provide such adequate written assurances to Tollway, the adequacy of such assurance to be reasonably determined by Tollway, Tollway shall be permitted to terminate this Contract, and, subject to the terms and conditions of Section 1.7.2 of this Contract, Contractor shall reimburse Tollway for all reasonable costs associated with transitioning to a suitable replacement contractor.

5. Section 6 of the Contract (“DATA RIGHTS, CONFIDENTIALITY AND SECURITY”) is hereby modified with the addition of the following new subsections related to the European Union’s General Data Privacy Regulation (“GDPR”):

- 6.7 Roles and Obligations of the Parties regarding Data Rights and Remedies of Tollway.** *The parties agree that Tollway shall be the controller of Tollway Data and Contractor shall be the processor of such data and each party shall comply with the relevant Data Privacy Laws to the extent applicable to such party in its respective role under any applicable Notice to Proceed. The parties agree further that Data Privacy Laws applicable to this Contract, as amended, shall be the laws of the State of Illinois and the United States of America.*

In concert with the provisions of Section 1.5.3.2 of the Contract, the parties shall have the following obligations in relation to the processing of Tollway Data:

- 6.7.1 Processing Details.** *Each Notice to Proceed under this Contract, as amended, shall set out the following details applicable to the processing: (1) the subject-matter and duration of the processing; (2) the nature and purpose of the processing; and (3) the type of Tollway Data included and the categories of data subjects.*
- 6.7.2 Tollway Instructions.** *Contractor shall process Tollway Data only in accordance with Tollway's documented processing instructions, unless otherwise required by applicable Illinois or United States law. Tollway shall limit disclosure of Tollway Data to only that which has been described as set forth in any applicable Notice to Proceed. If Tollway requires that Contractor follow a processing instruction despite Contractor's notice that such instruction infringes an applicable Data Privacy Law, Tollway shall be responsible for all liability associated with any continued processing in accordance with such instruction.*
- 6.7.3 Contractor Personnel Duty of Confidentiality.** *All Contractor personnel, including subcontractors, authorized to process the Tollway Data shall be subject to confidentiality obligations and/or subject to an appropriate statutory obligation of confidentiality.*
- 6.7.4 Security Measures.** *Each party shall implement the technical and organizational security measures as described in Section 6.5 and Exhibit 5 of the Contract and any applicable Notice to Proceed to safeguard Tollway Data from unauthorized or unlawful Processing or accidental loss, destruction or damage. Each party hereby acknowledges and agrees that it considers such measures to be appropriate, taking into account the ongoing state of technological development, the costs of implementation and the nature, scope, context and purposes of the processing as well as the likelihood and severity of risk to individuals.*
- 6.7.5 Sub-processing.** *Contractor shall not engage another processor with respect to the Tollway Data without the prior written authorization of Tollway. Tollway shall provide Contractor with timely approval or notice of objection with respect to any proposed sub-processor engagement and proposed changes related thereto. Failure of the Tollway to respond to a request within 14 days for authorization will be deemed a denial. Contractor shall contractually require*

any sub-processor of Tollway Data engaged by Contractor to comply with data protection obligations that are at least as restrictive as those Contractor is required to comply with hereunder.

6.7.6 Data Subject Requests. *Taking into account the nature of the processing described in a Notice to Proceed and its applicability under Illinois and United States law, Contractor shall provide commercially reasonable assistance to Tollway by appropriate technical and organizational measures for the fulfillment of Tollway's obligation – if any - to respond to requests for exercising the data subject's rights laid down in Chapter III of the European Union's General Data Privacy Regulation (GDPR), including rights of access, rectification, erasure, portability, and the right to restrict or object to certain processing.*

6.7.7 Assistance re: Security, Breach Notifications, DPIAs and Consulting with Supervisory Authorities. *Taking into account the nature of the processing and the information available to Contractor, and only to the degree applicable to Tollway and Contractor under Illinois and United States law, Contractor shall provide commercially reasonable assistance to Tollway with respect to the following, provided that the following shall not establish an obligation on Contractor to independently investigate or provide legal or other regulatory advice:*

- *Tollway's implementation of appropriate technical and organizational security measures as described in the Contract and the applicable Notice to Proceed;*
- *Tollway's obligations to notify the relevant supervisory authorities and data subjects of a breach with respect to Tollway Data as set forth in Article 33 and 34 of the GDPR;*
- *Tollway's obligations with respect to conducting data protection impact assessments as set forth in Article 35 of the GDPR; and*
- *Tollway's obligations with respect to consulting with supervisory authorities as set forth in Article 36 of the GDPR.*

Tollway shall be responsible for any reasonable costs arising from such assistance.

Notwithstanding the above, the Contractor will provide all necessary technical and advisory and programming assistance to the Tollway for any data breaches or security issues arising from the Contractor's own actions or arising from data processing under the Contractor's control in accord with all limitations, restrictions and comparative financial obligations of the parties under this Agreement. Additionally, for any data breaches or security issues arising from the Contractor's actions or arising from data processing under the Contractor's sole control will establish an obligation on Contractor to independently provide commercially reasonable assistance to Tollway through the use of appropriate technical and organizational measures to remedy and address the data breach

caused by the Contractor's actions or arising from data processing under the Contractor's sole or comparative control.

6.7.8 Data Retention. Upon expiration or termination of an applicable Notice to Proceed, Contractor shall delete or return to Tollway all Tollway Data in accordance with the terms and timelines of the applicable covered Notice to Proceed, Tollway specific direction, which shall be requested prior to deletion, or unless otherwise required by applicable Illinois and United States laws.

6.7.9 Audits and Inspections. Contractor shall make available to Tollway information requested by Tollway to demonstrate Contractor's compliance with its obligations as set forth herein and submit to audits and inspections by Tollway (or Tollway directed third party) in accordance with Section 6.5.4 herein. When Contractor is responding to a Tollway-mandated audit or inspection of Contractor's compliance with data privacy obligations, Contractor shall inform Tollway if, in Contractor's opinion, any Tollway instruction infringes any applicable Data Privacy Law.

Except as specifically provided above, all terms and conditions of the Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as stated below:

Agreed and accepted:

ACCENTURE LLP

Signature

Printed Name

Title

Date of Signature

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Signature

Printed Name

Title

Date of Signature

Approved as to form and Constitutionality:

By:

On behalf of Lisa Madigan, Attorney General

STATE OF ILLINOIS CONTRACT AMENDMENT

VENDOR

Vendor Name: Accenture LLP	Address: 161 North Clark Street, Chicago, Illinois 60601
Signature: [REDACTED]	Phone: 312.890.9694
Printed Name: Brian Ziegelbauer	Fax: 312.652.5582
Title: Managing Director	Email: brian.ziegelbauer@accenture.com
Date: May 16, 2016	

STATE OF ILLINOIS

Procuring Agency or University: Illinois Tollway	Phone: 630/241-6800
Street Address: 2700 Ogden Avenue	Fax: 630/505-9270
City, State ZIP: Downers Grove, IL 60515	
Procurement Signature: [REDACTED]	Date: 5/27/2016
Procurement Printed Name: John Donato ^{Roger} Nondorf	
Procurement's Title: Deputy Chief of Procurement	
Legal Signature: [REDACTED] and Constitutionality	Date: 5-27-16
Legal Printed Name: Robert Lane	
Legal's Title: Senior Assistant Attorney General	

STATE USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

PBC# N/A	Project Title: Customer Service Center and Violation Processing	
Contract # 12-0163	Procurement Method (IFB, RFP, Small, etc): RFP	
IPB Ref. # N/A	IPB Publication Date:	Award Code:
Subcontractor Utilization? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Subcontractor Disclosure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Funding Source	Obligation #	
CPO 33 – General Counsel Approval:		
Signature _____	Printed Name _____	Date _____

1. **CONTRACT DESCRIPTION** (including Original Purchase Order or Contract Number): 12-0163 Customer Service Center and Violations Processing System ACC50045136/ACC50045137

2. **CHANGE ORDER:** Is this amendment a change order as defined in 30 ILCS 500/1-15.12 and 720 ILCS 5/33E?

Yes No

3. **DESCRIPTION OF AMENDMENT** (Check all that apply, complete blanks and explain as necessary):

3.1. The completion date will be extended, shortened or remain the same.

3.1.1. Original completion date: October 22, 2019

3.1.2. Revised completion date: N/A.

3.2. The method of determining compensation (e.g., hourly rate, fixed fee, etc.) will stay the same or change as follows:

3.3. The cost will be increased, decreased or remain the same.

3.3.1. Original cost: \$44,000,000.00.

3.3.2. Amount of change: N/A.

3.3.3. Revised cost: N/A.

3.4. The supplies or services to be provided will stay the same or be changed as follows: .

3.5. Subcontractors are being added, deleted, or remain the same?

- Subcontractor Name: Liferay, Inc.

added deleted

Amount to be paid: \$42,000

Address: 1400 Montefino Avenue, Diamond Bar, CA 91765

Description of work: Provision of go live assistance for the Liferay software (Liferay Portal 6.2 EE) which is incorporated into the solution being provided by Accenture.

- Subcontractor Name: n/a

added deleted

Amount to be paid: n/a

Address: n/a

Description of work: n/a

- 3.5.1 All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.
- 3.5.2 If the annual value of any of the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 3.5.3 If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed Forms B for the subcontractor.
- 3.5.4 If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

4. EFFECTIVE DATE OF AMENDMENT: ~~May 26, 2016~~

May 27, 2016



STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.


Name:

Business Name: Accenture LLP

Taxpayer Identification Number:


Social Security Number: n/a

or

Employer Identification Number: 

Legal Status (check one):

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input checked="" type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: 

Date: Monday, May 16, 2016

STATE OF ILLINOIS
SUBCONTRACTOR DISCLOSURES

Accenture UP

1. Will subcontractors be utilized? Yes No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Liferay, Inc.

Amount to Be Paid: \$42,000

Address: 1400 Montefino Avenue, Diamond Bar, CA 91765

Description of Work: Provision of go live assistance for the Liferay software (Liferay Portal 6.2 EE), which is incorporated into the solution being provided by Accenture

- Subcontractor Name: n/a

Amount to Be Paid: n/a

Address: n/a

Description of Work: n/a

If additional space is necessary to provide subcontractor information, please attach an additional page.

3. For the subcontractors identified above, the Vendor must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State.
4. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide to the State a completed Forms B for the subcontractor.
5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

6 STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

6.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

6.2 Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

6.3 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

6.4 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

6.5 Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

- 6.6 To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
- 6.7 Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- 6.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
- 6.9 If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
- 6.10 Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended by Pub. Act No. 97-0895 (August 3, 2012)*.
- 6.11 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 6.12 Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 6.13 Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
- 6.14 Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.

-
- 6.15** Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 6.16** Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- 6.17** Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
- 6.18** Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- 6.19** Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
- 6.20** Drug Free Workplace
- 6.20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
- 6.20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 6.21** Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- 6.22** Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 6.23** Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 6.24** Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- 6.25** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 6.26** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.

- 6.27 Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
- 6.28 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 6.29 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
- 6.30 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

- 6.31 Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
- 6.32 A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following two certifications by checking the appropriate box.

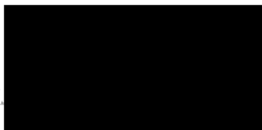
- A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. Vendor certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

6.33. Vendor certifies that, for the duration of this contract it will:

- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or
- is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

Name of Certifying Entity:

Signature:



Date: May 11, 2016

Printed Name: Caris Chan

Title: CAO

Phone Number: 877-543-3729

Email Address: accounts@liferay.com

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: N/A

Business Name: Liferay, Inc.

Taxpayer Identification Number:

Social Security Number: N/A

or

Employer Identification Number: 

Legal Status (check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input type="checkbox"/> C = corporation |

Signature of Authorized Representative: 

Date: Wednesday, April 27, 2016

STATE OF ILLINOIS CONTRACT AMENDMENT

The undersigned Agency and Vendor, Accenture LLP, (the Parties) agree that the following shall amend the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Amendment to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Vendor Name: Accenture LLP	Address: 161 NORTH CLARK STREET, CHICAGO, IL 60601
Signature: [REDACTED]	Phone: 312/693-0161
Printed Name: Subrahmanyam Nittala	Fax: 312/652-2878
Title: Managing Director	Email: subrahmanyam.nittala@accenture.com
Date: February 15, 2019	

STATE OF ILLINOIS

Procuring Agency or University: Illinois Tollway	Phone: 630/241-6800
Street Address: 2700 Ogden Avenue	Fax: 630/795-7908
City, State ZIP: Downers Grove, IL 60515	
Procurement Signature: [REDACTED]	Date: 3/20/19
Procurement Printed Name: John Donato	
Procurement's Title: Chief of Procurement	
Approved as to Form and Constitutionality Legal Signature: [REDACTED]	Date: 3/19/19
Legal Printed Name: Tiffany Schaff	
Legal's Title: Senior Assistant Attorney General	

STATE USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

PBC# n/a	Project Title Customer Service Center & Violation Processing System	
Contract #12-0163	Procurement Method (IFB, RFP, Small, etc); RFP	
IPB Ref. # 22025252	IPB Publication Date: 11/8/12	Award Code: B
Subcontractor Utilization? <input type="checkbox"/> Yes <input type="checkbox"/> No	Subcontractor Disclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source	Obligation #	
CPO 33 – General Counsel Approval:		
Signature	Printed Name	Date

1. **CONTRACT DESCRIPTION** (including Original Purchase Order or Contract Number): Customer Service Center & Violation Processing System Contract 12-0263

2. **CHANGE ORDER:** Is this amendment a change order as defined in 30 ILCS 500/1-15.12 and 720 ILCS 5/33E?

Yes No

3. **DESCRIPTION OF AMENDMENT** (Check all that apply, complete blanks and explain as necessary):

3.1. The completion date will be extended, shortened or remain the same.

3.1.1. Original completion date: October 22, 2021.

3.1.2. Revised completion date: n/a.

3.2. The method of determining compensation (e.g., hourly rate, fixed fee, etc.) will stay the same or change as follows: n/a

3.3. The cost will be increased, decreased or remain the same.

3.3.1. Original cost: \$61,620,000.00

3.3.2. Amount of change: n/a.

3.3.3. Revised cost: \$0.00.

3.4. The supplies or services to be provided will stay the same or be changed as follows: n/a.

3.5. Subcontractors are being added, deleted, or remain the same?

- Subcontractor Name: TechStar Consulting Inc.

added deleted

Amount to be paid: \$180,000

Address: 222 West Las Colinas Blvd, Ste 540 East, Irving, TX 75039

Description of work: Professional and Technology Services

3.5.1 All contracts with the subcontractors identified above must include the Standard Certifications and Financial Disclosures and Conflicts of Interest completed and signed by the subcontractor.

3.5.2 If the annual value of any of the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

3.5.3 If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed Forms B for the subcontractor.

~~3.5.4 If at any time during the term of the Contract, Vendor adds or changes any subcontractors,~~
Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

4. EFFECTIVE DATE OF AMENDMENT: February 25, 2019. ~~MARCH 12, 2019~~ March 21, 2019 [REDACTED]

**STATE OF ILLINOIS
FORMS A**

A vendor responding to a solicitation by the State of Illinois must return the information requested within this section with their bid or offer if they are not registered in the Illinois Procurement Gateway (IPG) and do not have an approved, unexpired IPG Registration Number. Failure to do so may render their bid or offer non-responsive and result in disqualification.

Please read this entire Forms A and provide the requested information as applicable and per the instructions. All forms and signature areas contained in this Forms A must be completed in full and submitted along with the bid in an Invitation for Bid; and completed in full and submitted along with the technical response and price proposal, which combined will constitute the Offer, in a Request for Proposal.

Vendor Name: Techstar Consulting Inc	Phone: 972-756-1300
Street Address: 222 W. Las Colinas Blvd Suite 540E	Email: Raghu@techstargroup.com
City, State Zip: Irving, TX 75039	Vendor Contact: Raghu Chittimalla

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

OUTLINE

FORMS A

Complete this section if you are not using an IPG (Illinois Procurement Gateway) Registration #

	Part
Business and Directory Information.....	1.
Illinois Department of Human Rights Public Contracts Number.....	2.
Authorized to Transact Business or Conduct Affairs in Illinois	3.
Standard Certifications.....	4.
State Board of Elections	5.
Disclosure of Business Operations in Iran.....	6.
Financial Disclosures and Conflicts of Interest.....	7.
Taxpayer Identification Number	8.

**STATE OF ILLINOIS
BUSINESS AND DIRECTORY INFORMATION**

1.1. Name of Business (official name and DBA)

Techstar Consulting Inc DBA TechStar Group

1.2. Business Headquarters (address, phone and fax)

222 W. Las Colinas Blvd Suite 540E Irving, TX 75039

972-756-1300

469-284-0740

1.3. If a Division or Subsidiary of another organization provide the name and address of the parent

N/A

1.4. Billing Address

222 W. Las Colinas Blvd Suite 540E

Irving, TX 75039

1.5. Name of Chief Executive Officer

Raghu Chittimalla

1.6. Company Web Site Address

www.techstargroup.com

1.7. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below)

S Corporation

1.8. Length of time in business

16

1.9. Annual Sales for Offeror's most recently completed fiscal year

\$26 Million

1.10. Show number of full-time employees, on average, during the most recent fiscal year

100

1.11. Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies:

1.11.1. Minority (30 ILCS 575/2(A)(1) & (3))

Yes

- 1.11.2. Women (30 ILCS 575/2(A)(2) & (4)) Yes
- 1.11.3. Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) Yes
- 1.11.4. Disadvantaged (49 CFR 26) Yes
- 1.11.5. Veteran (30 ILCS 500/45-57) Yes

STATE OF ILLINOIS
ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

- 2.1. If Offeror employed fifteen or more full-time employees at the time of submission of their response to this solicitation or any time during the previous 365-day period leading up to submission, it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one **prior** to contract award or prior to bid opening for construction or construction-related services. 775 ILCS 5/2-101. If the Agency cannot confirm compliance, it will not be able to consider a Vendor's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): Techstar Consulting DBA TechStar Group.

(check if applicable) The number is not required as the company has not met or exceeded the number of employees that makes registration necessary under the requirements of the Human Rights Act described above.

IDHR Public Contracts Number: 140342-00 Expiration Date: 02/27/2024.

- 2.2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: Click here to enter text..
- 2.3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 ILL. ADM. CODE 750.210(a).
- 2.4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.
- 2.5. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.
- 2.6. Offeror may obtain an application form by:
- 2.6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
- 2.6.2. Internet: You may download the form from the Department of Human Rights' website at <https://www.illinois.gov/dhr/PublicContracts/Pages/default.aspx> .
- 2.6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

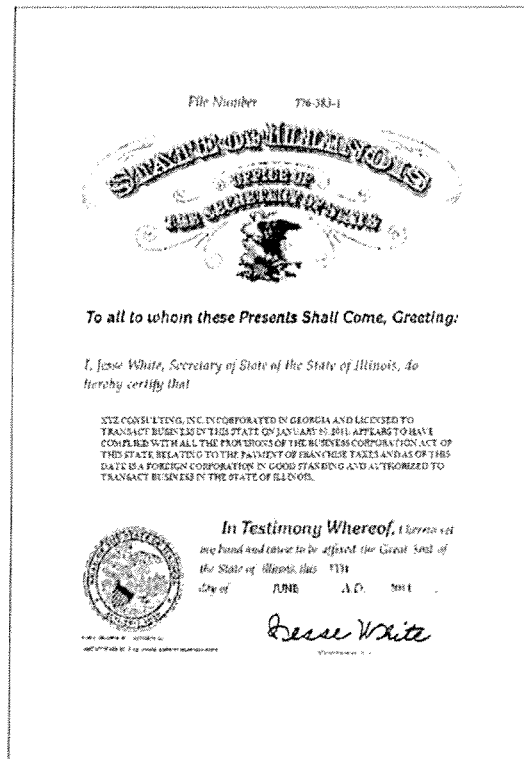
STATE OF ILLINOIS
AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ILLINOIS

3. A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity prior to submitting a bid, offer, or proposal. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of the contract. 30 ILCS 500/20-43.

These requirements do not apply to construction contracts that are subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10. The prequalification requirements of Sections 30-20 and 33-10 shall include the requirement that the bidder be registered with the Illinois Secretary of State.

Prior to execution of the contract, the State may request evidence from a vendor that certifies it is authorized to transact business or conduct affairs in Illinois. Failure to produce evidence in a timely manner may be considered grounds for determining the Vendor non-responsive or not responsible. For information on registering to transact business or conduct affairs in Illinois, please visit the Illinois Secretary of State's Department of Business Services at their website at (http://cyberdriveillinois.com/departments/business_services/home.html) or your home county clerk.

**EVIDENCE OF BEING AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ILLINOIS IS
THE SECRETARY OF STATE'S CERTIFICATE OF GOOD STANDING**

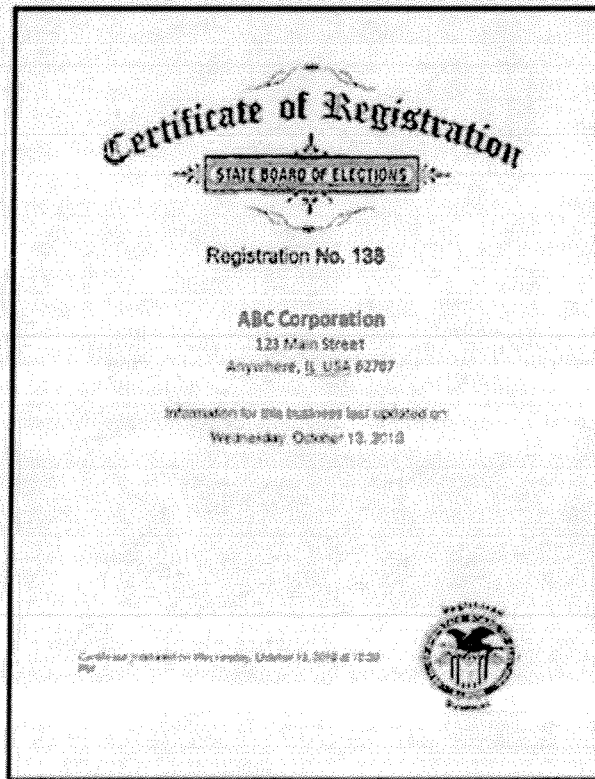


**STATE OF ILLINOIS
STATE BOARD OF ELECTIONS**

5. Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors, bidders and offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if these Acts are violated.

Generally, if a vendor, bidder, or offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and has contracts with State agencies that annually total more than \$50,000 or whose aggregate pending bids or proposals and current State contracts that total more than \$50,000, the vendor, bidder, or offeror is prohibited from making political contributions and must register with the State Board of Elections. 30 ILCS 500/20-160.

**EVIDENCE OF REGISTRATION WITH THE STATE BOARD OF ELECTIONS
IS THE CERTIFICATE OF REGISTRATION**



STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

6. In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, will include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:
- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
 - the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid or offer that does not include this disclosure may be given a period after the bid or offer is submitted to cure non-disclosure. A chief procurement officer may consider the disclosure when evaluating the bid or offer or awarding the contract.

There are no business operations that must be disclosed to comply with the above cited law.

The following business operations are disclosed to comply with the above cited law:

Click here to enter text.