

## RESOLUTION NO. 22055

**Background**

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring Toll Technology Revenue and Maintenance Services from Accenture LLP pursuant to a Sole Source Contract (No. 20-0106) for an upper limit of compensation not to exceed \$45,400,000.00. The Tollway is authorized to procure these goods and/or services pursuant to Section 20-25 of the Illinois Procurement Code, 30 ILCS 500/20-25, which requires advance public notice of at least two weeks. The Tollway currently is working with the State’s Chief Procurement Officer for General Services on the Sole Source process for this procurement, and a contract will be entered only after all predicate steps are successfully completed.

**Resolution**

The sole source quote from Accenture LLP for the purchase of Toll Technology Revenue and Maintenance Services is accepted. Contract No. 20-0106 is approved in an amount not to exceed \$45,400,000.00, subject to successful satisfaction of all legal and regulatory requirements necessary to enter into a Sole Source Contract for the procurement. The Chairman/Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Contract Services 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 thereof.

Approved by:

  
Chairman

# STATE OF ILLINOIS

## CONTRACT

Illinois Tollway

Toll Technology Revenue and Maintenance Svcs.

20-0106

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. Except as indicated herein, this contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. To the extent the terms of this contract conflict with or are inconsistent with the terms of any referenced documents or incorporated exhibits, the terms of this contract shall control. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

Yes

No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No

- 1. DESCRIPTION OF SUPPLIES AND SERVICES**
- 2. PRICING**
- 3. TERM AND TERMINATION**
- 4. STANDARD BUSINESS TERMS AND CONDITIONS**
- 5. SUPPLEMENTAL PROVISIONS**
- 6. REQUIRED FORMS**
  - Business Directory Information
  - Standard Certifications
  - State Board of Elections
  - Financial Disclosures and Conflicts of Interest
  - Taxpayer Identification Number
- 7. PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

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.

# STATE OF ILLINOIS

## CONTRACT

Illinois Tollway

Toll Technology Revenue and Maintenance Svcs.

20-0106

### VENDOR

Vendor Name: Accenture LLP	Address: 161 N. Clark Street, Chicago, IL 60601
Signature: [REDACTED]	Phone: 312-693-0161
Printed Name: John Vasilj	Fax:
Title: Managing Director	Email: john.vasilj@accenture.com
Date: September 28, 2020	

### STATE OF ILLINOIS

Procuring Agency: Illinois Tollway	Phone: 630/241-6800
Street Address: 2700 Ogden Avenue	Fax: : 630/795-7908
City, State ZIP: Downers Grove, IL 60515	
Official Signature: [REDACTED]	Date: 10/22/2020
Printed Name: Willard S. Evans, Jr.	
Official's Title: Chairman and Chief Executive Officer	
Official Signature: [REDACTED]	Date: 10/22/2020
Printed Name: José R. Alvarez	
Official's Title: Executive Director	
Approved as to Form and Constitutionality Legal Signature: [REDACTED]	Date: 10/21/2020
Legal Printed Name: Robert T. Lane	
Legal's Title: Assistant Attorney General, State of Illinois	
Finance Signature [REDACTED]	Date: 10/21/2020
Finance Printed Name: Cathy R. Williams	
Finance's Title: Chief Financial Officer	
Legal Signature [REDACTED]	Date: 10/21/2020
Legal Printed Name: Kathleen R. Pasulka-Brown	
Legal's Title: General Counsel	

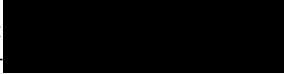
**STATE OF ILLINOIS**

**CONTRACT**

Illinois Tollway

Toll Technology Revenue and Maintenance Svcs.

20-0106

Procurement Signature: 	Date: 10/22/2020
Procurement Printed Name: Eric Ocomy	
Procurement's Title: Chief of Contract Services	

**AGENCY USE ONLY**

**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: R-70933
- Project Title: Toll Technology Revenue and Maintenance Svcs.
- Contract #: 20-0106
- Procurement Method (IFB, RFP, Small Purchase, etc.): Sole Source
- BidBuy Reference #: B-16278
- BidBuy Publication Date:
- Award Code: D
- Subcontractor Utilization?  Yes  No      Subcontractor Disclosure?  Yes  No
- Funding Source:
- Obligation #:
- Small Business Set-Aside?  Yes  No      Percentage:
- Minority Owned Business?  Yes  No      Percentage:
- Women Owned Business?  Yes  No      Percentage:
- Persons with Disabilities Owned Business?  Yes  No      Percentage:
- Veteran Owned Small Business?  Yes  No      Percentage:
- Other Preferences?

## 1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. SUPPLIES AND/OR SERVICES REQUIRED:** The Illinois Tollway is seeking to establish a thirty (30) month contract with Accenture LLP, to provide ongoing maintenance and support services of the Tollway's back-office tolling system including the Tollway's public website, I-PASS customer service, revenue assurance solutions, and SAP licenses. Additionally, Accenture LLP will provide the resources necessary to secure ongoing technology enhancements to address the growth of our system (e.g., new plazas), evolving security demands (e.g., daily threat analysis and response; monthly patching), new compliance needs (e.g., credit card processing, license plate rules, interoperable rules), revenue enhancements (e.g., third-party operators, new interoperable partners), and new operational efficiencies which include, but are not limited to, new customer notifications, new automation, and new lane technologies.

**BB** For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

If checked, see the attached BidBuy Purchase Order for a Description of Supplies and/or Services.

- 1.2. MILESTONES AND DELIVERABLES:** Prior to the commencement of work, each Notice to Proceed will set forth schedule and scope details for each task. Failure to meet any schedule and scope milestone or deliverable will not excuse Vendor from completing the task or project. Except for the compensation set forth in this Contract, and in each Notice to Proceed, the Tollway will not provide additional compensation to the Vendor for completion of the task or project as outlined in each Notice to Proceed. To the extent any task or project is not completed on time and on budget, Vendor may be subject for economic loss suffered or incurred by the Tollway, as further defined in each Notice to Proceed.

Any upper limit of compensation set forth in this Contract is solely for the purpose of establishing funding and shall not be construed by Vendor to mean an amount to which Vendor is entitled. If Vendor fails to achieve any milestone within thirty (30) days after the scheduled delivery date or any agreed upon extension by the Tollway in writing, Vendor shall be considered to be in Default, provided Vendor's failure is not due to:

- a) Force Majeure event;
- b) Material delay or failure attributable to the Tollway, including its non-performance of tasks or responsibilities under this Contract or a specific Notice to Proceed, that were a pre-condition to Vendor's ability and obligation to perform, provided the Tollway's obligations were clearly set forth in writing and with adequate notice to perform said tasks;

Vendor may be excused from non-performance penalties outlined in this Contract or any Notice to Proceed if its non-performance was solely attributable to the Tollway;

The Vendor will deliver the following services over the thirty (30) month term of this Contract with upper limits of compensation in the estimated amounts noted below. The Tollway is not obligated to pay compensation to the upper limit unless supported by records outlining the time spent on the various tasks, as generally outlined below, and further refined and described in the Notice to Proceed.

- A. Accenture LLP shall provide ongoing maintenance to support the Tollway's back-office tolling system ("ATS"). This complex, multi-layered system is comprised of a custom developed Operational Back-Office (OBO) that processes toll transactions, a Commercial Back-Office (CBO) environment utilizing customized SAP for customer account management, a self-service web portal for customer access with account management, as well as a wide range of other commercial or custom software applications. Maintenance and support is estimated at \$20,000,000 for the requested 30-month contract term. Accenture LLP will also provide required system upgrades to support revenue enhancement, cost savings, operational efficiencies, business process, and system upgrades for security and compliance. Capital enhancements are estimated to be \$25,400,000. The estimated total for maintenance and capital services is \$45,400,000.00 (Additional backup detail is provided in the attached Exhibit 1.)

Detailed schedule and scope detail will be set forth in one or more Notices to Proceed and include specific assumptions, milestones, pricing and deliverables for new programs and/or technology upgrades.

Accenture LLP will perform the above described services, except as specified below, subject to the terms and conditions of the contract titled Illinois Tollway/Accenture Customer Service Center and Violation Processing System Contract 12-0163 dated October 18, 2013 ("Foundation Agreement") which shall be incorporated into this agreement by reference and attached as Exhibit A. However, the following sections or paragraphs of the Foundation Agreement will not apply as these terms or requirements have either been performed, updated, are inconsistent with the terms of this agreement, or are no longer applicable:

- (a) Term. Sections 1.1, 1.2, and 1.3.
- (b) Project Schedule. Section 2.14.1.
- (c) Pricing and Payment. To the extent its terms are inconsistent with this agreement, 3.1 does not apply.
- (d) Travel. The State travel policies and reimbursement schedules referenced in Section 3.9 and attached at Exhibit 8 shall be replaced with the updated and most current State travel policies and reimbursement schedules.
- (e) Payment and Performance Bonds. Section 4.3
- (f) Price Proposal and Payment Schedule. Exhibit 1.
- (g) Certification and Disclosure Forms. Exhibit 3. While these forms are out of date and shall not be incorporated into this agreement, Certification and Disclosure forms shall be completed and re-submitted by Accenture LLP on the State of Illinois' most current forms and updated as required by law.

Included in the maintenance and other services to be provided pursuant to the terms of this agreement, Accenture LLP shall maintain and otherwise service the below Tollway system enhancements contracted for in connection with the Foundation Agreement:

- (a) Toll Transaction Management Enhancements. Contract 16-0083 attached as Exhibit B.
- (b) Toll Technology Revenue Enhancements. Contract 18-0101 attached as Exhibit C.

- (c) Toll Technology Revenue Security Enhancements. Contract 19-0077 attached as Exhibit D.

**1.3. VENDOR / STAFF SPECIFICATIONS:** Unless otherwise agreed to in writing by the Tollway, Vendor shall be required to meet the staff specifications set forth herein, or as otherwise provided in a Notice to Proceed.

1.3.1 Tollway Personnel: The Tollway shall provide a liaison that shall be a go-between the Tollway and Vendor with respect to the overall administration of this Contract. In addition, with respect to individual components of the work to be performed pursuant to the Contract, the Tollway may provide additional liaisons who will serve as a Tollway Project Manager and be responsible for 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.

1.3.2 Vendor Personnel: The Vendor shall provide sufficient, qualified personnel to perform Vendor'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 each Notice to Proceed (collectively referred to as "Key Project Team"). For each component of work to be performed, the applicable Vendor Project Manager and the applicable Tollway Project Manager shall act to ensure that Vendor and any Vendor subcontractors perform their obligations including, without limitation, those specified in the Contract documents.

1.3.3 Removal of Vendor Personnel by Tollway: The Tollway shall have the right to require the Vendor to replace any individual supplied by the Vendor and providing services to the Tollway including, without limitation, the Project Principal, the Vendor Project Manager or other Vendor Key Project Team personnel and/or permitted subcontractor personnel if the Tollway determines that:

- a) such individual is unfit or otherwise unsatisfactory to perform Vendor's obligations hereunder;
- b) such individual has failed to timely provide to the Tollway with 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, acting reasonably), the Vendor 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 Vendor is unable to resolve the problem within such seven (7) calendar day period to the Tollway's satisfaction, then the Vendor shall provide a replacement for such 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.



1.3.4 Additional Insurance Requirements: Professional Liability (E&O) - Vendor 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 may be written on a claims-made basis. Coverage shall be maintained during the term of the Contract and then for at least three (3) years thereafter.

Excess liability \$5,000,000 combined single limit per occurrence and in aggregate.

Commercial Crime/Fidelity Coverage - \$10,000,000 per loss and in the aggregate.

**1.4. TRANSPORTATION AND DELIVERY: N/A**

**1.5. SUBCONTRACTING:**

Subcontractors are allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of \$50,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. Attach additional sheets as necessary.

1.5.1. Will subcontractors be utilized?  Yes  No

- Subcontractor Name: Next Generation, Inc.

Amount to be paid: The amount to be paid for the work performed shall be included and specified in the Notice to Proceed (NTP).

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

Description of work: The description of the work to be performed shall be included, detailed and specified in the Notice to Proceed (NTP).

- Subcontractor Name: TechStar Consulting Inc.

Amount to be paid: The amount to be paid for the work performed shall be included and specified in the Notice to Proceed (NTP).

Address: 222 West Las Colinas Blvd, Ste 540 East, Irving, TX 75039

Description of work: The description of the work to be performed shall be included, detailed and specified in the Notice to Proceed (NTP).

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

- 1.5.2. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.
- 1.5.3. 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.
- 1.5.4. 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.
- 1.5.5. 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 this Contract. Any subcontracts entered into prior to award of the Contract are done at the sole risk of the Vendor and subcontractor(s).

**1.6. SUCCESSOR VENDOR**

Yes  No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall 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 certification supersedes a response to certification 4, Form F, of the Illinois Procurement Gateway (IPG).

**1.7. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Portugal

Value of services performed at this location: To be determined

- Location where services will be performed: Philippines  
Value of services performed at this location: To be determined
- Location where services will be performed: India  
Value of services performed at this location: To be determined
- Location where services will be performed: Brazil  
Value of services performed at this location: To be determined
- Location where services will be performed: United Kingdom  
Value of services performed at this location: To be determined
- Location where services will be performed: Canada  
Value of services performed at this location: To be determined

## 2. PRICING

**2.1 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract for its initial term is estimated at \$45,400,000.00. 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.

The required work within this sole source contract includes ongoing enhancements for security, compliance, cost-savings, revenue enhancements, and operational efficiencies: \$45,400,000.00

- a. Maintenance and Support included ATS and SAP licensing fees.  
\$20,000,000.00
- b. New Interagency partner integration, new Reciprocity processing, and support for National Interoperability.  
\$2,530,000.00
- c. New technologies, vendors, and third parties to integrate: Necessary for integration of interoperable tolling partners, new service providers like parking companies or retailers, and new technologies that could include lane-level vehicle classification technology, back-office workstation operating system upgrades, or new toll tag technologies.  
\$15,675,000.00
- d. Security upgrades of component software: Necessary if a major threat is identified that requires more than basic patching.  
\$145,000.00
- e. New customer invoicing and fee structures: Necessary if Board (and, in some cases, JCAR) introduces things like new account structures, discounts programs, convenience fees, etc.  
\$2,600,000.00
- f. Technologies to improve toll collection efficiently and reduce violations in the new self-service, cashless environment.  
\$3,200,000.00
- g. New reports and screens: Necessary if new audit, operations, or 3rd party users require new reports and/or screens or to support increased workforce resiliency for COVID-19 type events.  
\$1,250,000

NOTE: There are different variables that will impact the timelines for our envisioned ATS System enhancements. All of the enhancements we expect to perform over the 30-month contract term have variable aspects, which will impede our ability to fully forecast delivery timelines for changes. The following items are factors, which will impact the timing of the enhancements work:

- Specific timing of security patches and updates released by third-party I.T. vendors and software providers (New Technologies, Security Upgrades)
- Emergence of new public and Institutional security threats (Security Upgrades)
- Timing of decisions made and architectures released by external tolling authorities; Inter Agency Group (IAG), etc. (New Technologies)

- Physical completion of Tollway capital projects and roadway modifications (New Lanes)
- Release and approval of Illinois Tollway and Illinois State policy changes and directives (New Violation Structures and Account Fees)
- Execution of labor agreements and third-party contracts (New Reports and Screens)


**2.2 EXPENSES ALLOWED:** Expenses are not allowed as follows: N/A

**2.3 DISCOUNT:** The State may receive a 0% discount for payment within 30 days of receipt of correct invoice.

**2.4 VENDOR'S PRICING:** Attach additional pages if necessary.

2.4.1. Vendor's Price for the Initial Term: \$45,400,000.00

2.4.2. Costs for each Notice to Proceed shall be supported by monthly invoices that outline the services performed and equipment and software delivered (including any maintenance ordered from third-party vendors) as of the last day of the preceding months or as otherwise set forth in this Contract or any Notice to Proceed. If payment is tied to the completion of a deliverable or the achievement of a particular milestone for a Notice to Proceed (or portion thereof), Vendor shall not issue an invoice for said fees and Tollway shall not be obligated to process or make said payment, until the applicable acceptance criteria specified in this Contract, exhibit, and/or attachment hereto have been satisfied. It is understood by the parties that Vendor shall not issue an invoice for the payment for services rendered against a Notice to Proceed until such time as Vendor delivers to the Tollway an accepted version of the Project Schedule that sets forth specific monthly milestones and/or deliverables.

 For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Pricing.

If checked, see the attached BidBuy Purchase Order for the Vendor's Price for the Initial Term.

2.4.3. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.4.2.1 Agency Formula for Determining Renewal Compensation: N/A

2.4.2.2 Vendor's Price for Renewal(s): See Section 2.4.2.1 above.

**2.5 MAXIMUM AMOUNT:** Vendor's compensation for (services) under this Contract shall not exceed \$45,400,000.00 during the initial term without a formal amendment.

### 3. TERM AND TERMINATION

**3.1 TERM OF THIS CONTRACT:** This contract has an initial term of thirty (30) months from October 23, 2020 to April 22, 2023. If a start date is not identified, the term shall commence upon the last dated signature of the Parties. This contract shall replace the current Foundation Agreement, which upon the start of this contract shall be deemed terminated by the Parties.

**BB** For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

If checked, see the attached BidBuy Purchase Order for the Term of this Contract.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

### 3.2 RENEWAL:

3.2.1. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State 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 State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

3.2.3. The State reserves the right to renew for a total of N/A years in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

**3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by

that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

**3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

3.4.1. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

**3.5 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.

## 4. STANDARD BUSINESS TERMS AND CONDITIONS

### 4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor 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 Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State 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.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. 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. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's state tax exemption number and federal tax exemption information.
- 4.1.6.2 Vendor shall invoice at the completion of this contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.



Send invoices to:

Agency:	Illinois Tollway
Attn:	Procurement
Address:	P.O. Box 3094
City, State Zip:	Lisle, Illinois 60532-8094
Email:	<a href="mailto:FinanceInvoices@getipass.com">FinanceInvoices@getipass.com</a>

See attached BidBuy Purchase Order

**BB** For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

**4.2 ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.

**4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, 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. 30 ILCS 500/20-120.

**4.4 AUDIT/RETENTION OF RECORDS:** Vendor 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 State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor 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 (3) 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 Vendor and its subcontractors must retain their respective 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 procuring Agency, 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. Vendor 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 State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support

the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, 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 State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State 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.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, the Illinois State Toll Highway Authority, its officers, employees, and agents from any and all costs,

demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a), (b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification.

**4.11 INSURANCE:** The Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Vendor, his/her agents, representatives, employees or subcontractors. Work shall not commence until insurance required by this section has been obtained, and documentation has been submitted to and accepted by the Illinois Tollway. The insurance companies providing coverage shall be rated by A.M. Best Company with a Financial Strength Rating of A- or better and a financial size category of not less than VII. Insurance coverage shall not limit Vendor's obligation to indemnify, defend or settle any claims.

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

1. Commercial General Liability coverage on an unmodified, Insurance Service Office "Occurrence" form, current edition or an alternative form providing equivalent protection.
2. Automobile Liability on an unmodified, Insurance Service Office form, current edition or an alternative form providing equivalent protection.
3. Workers Compensation insurance as required by the State of Illinois and including Employers' Liability.

B. Minimum Limits of Insurance Contractor or vendor shall maintain no less than:

1. Commercial General Liability: limits of liability of not less than \$1,000,000 each occurrence for bodily injury, personal injury, and property damage and \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate.
2. Automobile Liability: limit of liability of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage each accident.
3. Workers Compensation and Employers' Liability: Workers Compensation providing statutory benefits, and Employers' Liability of not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit, including voluntary compensation.

The Illinois State Toll Highway Authority together with its officials, directors, and employees, shall be named "Additional Insured" as part of the commercial general liability and automobile liability coverage. These policies shall be primary for the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other coverage be primary, contributing or excess. Policies shall contain a waiver of subrogation waiving any rights of recovery that the insurer(s) may have against the Illinois Tollway and its officials, directors, and employees.

All deductibles or self-insured retentions must be declared and accepted by the Illinois Tollway. Proof of insurance shall include copies of the applicable "additional insured" endorsements for the review of and approval by the Illinois Tollway. Any failure by the Illinois Tollway to request proof of insurance will not waive the requirement for procuring and maintaining the minimum insurance coverages specified.

**4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

**4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

**4.14 COMPLIANCE WITH THE LAW:** The Vendor, 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. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

**4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

**4.16 APPLICABLE LAW:**

**4.16.1 PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

**4.16.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

**4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

**4.16.4 OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).

- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 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 State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- 4.23 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 (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

**4.24 SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

**4.25 WARRANTIES FOR SUPPLIES AND SERVICES:**

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

**4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

**EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

## 5. SUPPLEMENTAL PROVISIONS

### 5.1. STATE SUPPLEMENTAL PROVISIONS

- Illinois Tollway Definitions
- Required Federal Clauses, Certifications and Assurances
- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.
- Illinois Tollway Specific Terms and Conditions
- Other (describe)

### 5.2. TOLLWAY SUPPLEMENTAL PROVISIONS:

- Definitions
- Required Federal Clauses, Certifications and Assurances
- ARRA Requirements (American Recovery and Reinvestment Act of 2009)
- Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)
- Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)
- BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)
- PAYMENT OF TOLLS: The Vendor 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 Illinois Tollway. Furthermore, in the event that a final determination is made by the Illinois Tollway that the Vendor has failed to pay any required tolls and associated fines, the Illinois Tollway is authorized to take steps necessary to withhold the amounts of the unpaid tolls and fines from any payment due the Vendor by the Illinois Tollway and/or other Tollway of Illinois office, department, commission, board or agency.

### 5.3 AGENCY SUPPLEMENTAL TERMS AND CONDITIONS:

#### 5.3.1 Agents and Employees:

Vendor shall be responsible for the negligent acts and omissions of its agents, employees and if applicable, subcontractors in their performance of Vendor's duties under this Contract. Vendor 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/Buyer determines that any individual performing services or supplying goods for Vendor

hereunder is not providing such skilled services or delivery of goods, it shall promptly notify the Vendor and the Vendor shall replace that individual.

5.3.2 Publicity:

Vendor 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/Buyer nor shall the Tollway/Buyer's name be used in any such advertisement or solicitation without prior written approval except as required by law.

5.3.3 Consultation:

Vendor shall keep the Tollway/Buyer fully informed as to the progress of matters covered by this Contract. Where time permits and Vendor is not otherwise prohibited from so doing, Vendor shall offer the Tollway/Buyer the opportunity to review relevant documents prior to filing with any public body or adversarial party.

5.3.4 Third Party Beneficiaries:

There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the Tollway/Buyer and the Vendor.

5.3.5 Successors in Interest:

All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

5.3.6 Vendor's Termination Duties:

The Vendor, upon receipt of notice of termination or upon request of the Tollway/Buyer, shall:

5.3.6.1 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 notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, any other matters the Tollway/Buyer may require;

5.3.6.2 Immediately cease using and return to the Tollway/Buyer any personal property or materials, whether tangible or intangible, provided by the Tollway/Buyer to the Vendor;

5.3.6.3 Comply with the Tollway/Buyer's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;

5.3.6.4 Cooperate in good faith with the Tollway/Buyer, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor;

5.3.6.5 Immediately return to the Tollway/Buyer any payments made by the Tollway/Buyer for services that were not rendered by the Vendor.

5.3.7 Inspector General:

The Vendor/Contractor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor will fully cooperate in any OIG investigation or review. Cooperation includes providing access to all information and documentation related to the goods/services described in this Agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.



**5.4 OVERTIME:**

If overtime is contemplated and provided for in this contract, all work performed by Vendor at overtime rates shall be pre-approved by the Tollway/Buyer.

**5.5 VENUE AND ILLINOIS LAW:**

Any claim against the Tollway arising out of this contract must be filed exclusively with 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.

5.5.1 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean the Illinois State Toll Highway Authority.

5.5.2 The State Prompt Payment Act (30 ILCS 40) does not apply to the Tollway. Therefore, the first two sentences of paragraph 4.1.1 are inapplicable to this contract.

5.5.3. The Tollway is not currently an appropriated agency. Therefore, to the extent paragraph 3.5 and 4.29 concerns the Tollway being an appropriated agency, it does not apply.

5.5.4. The invoice submission deadline included in the second sentence of above paragraph 4.1.6 does not apply to the Tollway. Therefore, the second sentence of this paragraph is inapplicable to this contract. However, the remainder of the paragraph remains in effect.

**5.6 REPORT OF A CHANGE IN CIRCUMSTANCES:**

The (Contractor/Vendor) agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the (CONTRACTOR/VENDOR)'s ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the (CONTRACTOR/VENDOR)'s Certification/Disclosure Forms, the (CONTRACTOR/VENDOR)'s IDOT pre-qualification, or any certification or licensing required for this project. Additionally, (CONTRACTOR/VENDOR) agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the (CONTRACTOR/VENDOR), or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

Further, the (CONTRACTOR/VENDOR) agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The (CONTRACTOR/VENDOR) agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

Finally, the (CONTRACTOR/VENDOR) acknowledges and agrees that the failure of the (CONTRACTOR/VENDOR) to comply with this reporting requirement shall constitute a material breach of contract which may result in this contract being declared void.

**5.7 VENDOR SUPPLEMENTAL PROVISIONS**



**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

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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:

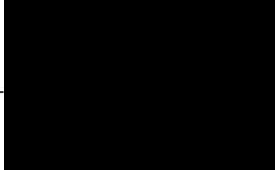
Social Security Number:

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<br>medical and/or health care services     | <input checked="" type="checkbox"/> Limited Liability Company<br>(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> C = corporation  |
|  | <input checked="" type="checkbox"/> P = partnership   |

Signature of Authorized Representative: 

Date: September 28, 2020

Capital request \$25.4 million  
 Contract term: Sept 1, 2020 - Feb 28, 2023

Scope of Work / Description	Enhancement Category / Business Justification	Estimated Cost
<b>New Interagency partner integration, new Reciprocity processing, and support for National Interoperability</b>		
New Northeast IAG Transaction Hub - major changes to multiple interfaces, and process changes	Statutory, Partner, Interface, or Other Required Changes	\$ 1,000,000
Expand Reciprocity to the Southeast Transaction Hub - moderate changes, new interfaces)	Statutory, Partner, Interface, or Other Required Changes	\$ 250,000
Inter-Agency and Inter-Hub Interface Changes for National Interoperability Standardization - major changes, multiple interfaces, and process changes	Statutory, Partner, Interface, or Other Required Changes	\$ 1,000,000
Kane County/ILDOT Longmeadow Parkway Bridge	Statutory, Partner, Interface, or Other Required Changes	\$ 50,000
Manhattan Congestion Pricing Integration	Statutory, Partner, Interface, or Other Required Changes	\$ 30,000
IAG EZPass Plate Information Changes	Statutory, Partner, Interface, or Other Required Changes	\$ 200,000
<b>New technologies, vendors, and third parties to integrate: Necessary for integration of interoperable tolling partners, new service providers like parking companies or retailers, and new technologies that could include lane-level vehicle classification technology, back-office workstation operating system upgrades, or new toll tag technologies</b>		
<b>\$ 15,675,000</b>		
New 3 <sup>rd</sup> Party Violation Enforcement System (VES) Collector - moderate additions, multiple interfaces, and large conversion/initial load	Statutory, Partner, Interface, or Other Required Changes	\$ 750,000
Illinois Tollway Collection Agency Transitions - moderate additions, multiple interfaces, and large conversion/initial load	Statutory, Partner, Interface, or Other Required Changes	\$ 100,000
Third Party Toll Payers (Audi, Volvo, Ford, BestPass, PlatePass) - moderate changes, new interfaces	Business Initiatives to drive revenue or customer services	\$ 250,000
Multi-Protocol Toll Tag Enablement - updates to inventory, fulfillment, IMpb configuration, correspondence, reporting	Statutory, Partner, Interface, or Other Required Changes	\$ 750,000
Tag Multi-Agency support - updates to CRM, inventory, fulfillment, reporting	Statutory, Partner, Interface, or Other Required Changes	\$ 500,000
I-PASS ISO 18000 6C Tag Enablement - updates to inventory, fulfillment, IMpb configuration, correspondence, reporting	Cost Saving Initiative (rapid expense recovery)	\$ 750,000
Lighthouse Presidio Upgrade Integration and Chrome Browser Enablement	Statutory, Partner, Interface, or Other Required Changes	\$ 150,000
PinPad Enablement on the Chrome Browser	Statutory, Partner, Interface, or Other Required Changes	\$ 150,000
New lane-level vehicle and toll classifications	Statutory, Partner, Interface, or Other Required Changes	\$ 250,000
First Data Credit Card Integration	Statutory, Partner, Interface, or Other Required Changes	\$ 2,500,000
19 Digit Credit Card Certification		
Credit Card Industry Processing Mandates (TBD – semi-annual)		
System Upgrades (Required for 2020/2021)	Statutory, Partner, Interface, or Other Required Changes	\$ 3,500,000
SAP BW (2020 End of Life)		
Oracle Upgrade to 19c (End of Life July 2021; SAP and OBO)		
RedHat 6.x to 7.x for SAP environments (Extended Support Aug 2020)		
Windows 2008 Server Upgrades		
System Upgrades	May become necessary as systems age, or end-of-life extension is needed	\$ 2,400,000
SAP ECC and SAP CRM support extension (2025 End Of Life)		
New DMV Info Provider Replacement - minimal changes to existing interfaces	Statutory, Partner, Interface, or Other Required Changes	\$ 150,000
I-PASS Tag Distributor Replacement - no change to existing interface	Statutory, Partner, Interface, or Other Required Changes	\$ 75,000
I-PASS Parking Lot enablement - initial service beyond tolling would include additional effort to enable multi-service functionality	Cost Saving Initiative (rapid expense recovery)	\$ 1,500,000
I-PASS Retail enablement (gas, fast food, public transit) - subsequent services have minimal effort beyond interfacing and settlement with partners	Cost Saving Initiative (rapid expense recovery)	\$ 400,000
I-PASS Mobility as a Service enablement (Metra, CTA, Pace) - effort variable, depending on the technical solution with other existing payment technologies	Business Initiatives to drive revenue or customer services	\$ 1,000,000
Tollway Analytics Platform (SAS) integration - data exports and feeds	Statutory, Partner, Interface, or Other Required Changes	\$ 500,000
<b>Security upgrades of component software: Necessary if a major threat is identified that requires more than basic patching</b>		
<b>\$ 145,000</b>		

<b>New customer invoicing and fee structures: Necessary if Board (and, in some cases, JCAR) introduces things like new account structures, discounts programs, convenience fees, etc.</b>	<b>\$</b>	<b>2,600,000</b>
I-Pass Mobile App - OUT Notification, Public Web information	<b>Cost Saving Initiative (rapid expense recovery)</b>	\$ 350,000
I-Pass Mobile App ATS Account Integration - I-PASS, Pay-by-Plate account integration	<b>Business Initiatives to drive revenue or customer services</b>	\$ 750,000
Frequent User Discount Tolls (Chicago Skyway) - OBO, Reports, Correspondence	<b>Business Initiatives to drive revenue or customer services</b>	\$ 500,000
Expansion of the TTOLL model to IAG transactions	<b>Cost Saving Initiative (rapid expense recovery)</b>	\$ 250,000
Expand Collections to include negative balance IPASS accounts	<b>Cost Saving Initiative (rapid expense recovery)</b>	\$ 750,000
<b>All Electronic Tolling (AET) enablement: Technologies to improve toll collection efficiently and reduce violations in the new self-service, AET environment</b>	<b>\$</b>	<b>3,200,000</b>
Year-end Amnesty Re-instatement rules and Bad Debt Write-Off	<b>Statutory, Partner, Interface, or Other Required Changes</b>	\$ 250,000
Customer Self-Service	<b>Business Initiatives to drive revenue or customer services</b>	\$ 500,000
Conversion of New Way to Pay accounts to transponder-bearing I-PASS accounts		
Self-Serve account re-activation		
New Way to Pay Enhancements	<b>Business Initiatives to drive revenue or customer services</b>	\$ 350,000
Adjustments to New Way to Pay accounts to improve efficiency after customer insights are collected		
Intelligent Automated License Plate Recognition (IALPR)	<b>Cost Saving Initiative (rapid expense recovery)</b>	\$ 1,500,000
GPT and Search by Plate Retire	<b>Business Initiatives to drive revenue or customer services</b>	\$ 100,000
Expansion of payment possibilities, like PayPal, Apple/Google/Samsung Pay	<b>Cost Saving Initiative (rapid expense recovery)</b>	\$ 500,000
<b>New reports and screens: Necessary if new audit, operations, or 3<sup>rd</sup> party users require new reports and/or screens or to support increased workforce resiliency for COVID-19 type events</b>	<b>\$</b>	<b>1,250,000</b>
· IntraNext iGuard SAP/CRM integration changes for Credit Cards	<b>Statutory, Partner, Interface, or Other Required Changes</b>	\$ 300,000
· Operational Back Office (OBO) Frontend Screen Updates (v2)	<b>May become necessary as systems age, or end-of-life extension is needed</b>	\$ 750,000
· Employee Account Edits and Audit Support	<b>Statutory, Partner, Interface, or Other Required Changes</b>	\$ 200,000
<b>Total</b>	<b>\$</b>	<b>25,400,000</b>

Maintenance \$ 20,000,000

	Contract Mo.	Maintenance Service Period	System Maint., SW Maint., & Warranty Svcs.	ATS License fee & Performance Bond	SAP Licenses	Iron Mountain	Veritas / Globalscape	TOTAL
9/2020	1	Sep 19-Oct 18	\$ 625,000		\$ 93,000			\$ 718,000
10/2020	2	Oct 19-Nov 18	\$ 625,000					\$ 625,000
11/2020	3	Nov 19-Dec 18	\$ 625,000					\$ 625,000
12/2020	4	Dec 19-Jan 18	\$ 625,000		\$ 93,000			\$ 718,000
1/2021	5	Jan 19-Feb 18	\$ 625,000			\$ 15,000		\$ 640,000
2/2021	6	Feb 19-Mar 18	\$ 625,000					\$ 625,000
3/2021	7	Mar 19-Apr 18	\$ 625,000		\$ 93,000			\$ 718,000
4/2021	8	Apr 19-May 18	\$ 625,000					\$ 625,000
5/2021	9	May 19-Jun 18	\$ 625,000					\$ 625,000
6/2021	10	Jun 19-Jul 18	\$ 625,000		\$ 93,000		\$ 50,000	\$ 768,000
7/2021	11	Jul 19-Aug 18	\$ 625,000					\$ 625,000
8/2021	12	Aug 19-Sep 18	\$ 625,000	\$ 87,500				\$ 712,500
9/2021	13	Sep 19-Oct 18	\$ 625,000		\$ 93,000			\$ 718,000
10/2021	14	Oct 19-Nov 18	\$ 625,000					\$ 625,000
11/2021	15	Nov 19-Dec 18	\$ 625,000					\$ 625,000
12/2021	16	Dec 19-Jan 18	\$ 625,000		\$ 93,000			\$ 718,000
1/2022	17	Jan 19-Feb 18	\$ 625,000			\$ 15,000		\$ 640,000
2/2022	18	Feb 19-Mar 18	\$ 625,000					\$ 625,000
3/2022	19	Mar 19-Apr 18	\$ 625,000		\$ 93,000			\$ 718,000
4/2022	20	Apr 19-May 18	\$ 625,000					\$ 625,000
5/2022	21	May 19-Jun 18	\$ 625,000					\$ 625,000
6/2022	22	Jun 19-Jul 18	\$ 625,000		\$ 93,000		\$ 50,000	\$ 768,000
7/2022	23	Jul 19-Aug 18	\$ 625,000					\$ 625,000
8/2022	24	Aug 19-Sep 18	\$ 625,000	\$ 87,500				\$ 712,500
9/2022	25	Sep 19-Oct 18	\$ 625,000		\$ 93,000			\$ 718,000
10/2022	26	Oct 19-Nov 18	\$ 625,000					\$ 625,000
11/2022	27	Nov 19-Dec 18	\$ 625,000					\$ 625,000
12/2022	28	Dec 19-Jan 18	\$ 625,000		\$ 93,000			\$ 718,000
1/2023	29	Jan 19-Feb 18	\$ 625,000			\$ 15,000		\$ 640,000
2/2023	30	Feb 19-Mar 18	\$ 625,000					\$ 625,000
			<b>\$ 18,750,000</b>	<b>\$ 175,000</b>	<b>\$ 930,000</b>	<b>\$ 45,000</b>	<b>\$ 100,000</b>	<b>\$ 20,000,000</b>

# THA - Toll Highway Authority

P.O. Date: 10/20/2020

## Purchase Order

Purchase Order Number  <b>21-557THA-BUSSY-P-21289</b>  Master Contract? N Contract/Ob #:
---

V E N D O R	Vendor Number: V00000127 Accenture LLP
	161 N. Clark St. Chicago, IL 60601 tristina.lindsey@accenture.com null

S H I P T O	Ship To - CA 2700 Ogden Avenue Central Administration Downers Grove, IL 60515 US Email: (630) 241-6800
	Contract Administrator PO Box 3094 Lisle, IL 60532-8094 US Email: ProInvoices@getipass.com (630) 241-6800

**VENDOR INSTRUCTIONS:**  
**PURCHASE ORDER REQUIREMENTS - STATE OF ILLINOIS AGENCIES**

Prior to commencement of billable work, delivery of supplies or rendering of any service on a Purchase Order:  
 --Initial Purchase Order/Contract - All parties, including the State and vendor, must fully execute the contract in its entirety.  
 --Release from an existing Purchase Order/Contract - The vendor must receive a Purchase Order signed by the State Agency and attached in BidBuy. Note, for any additional requirements see specific State Agency instruction.

**PURCHASE ORDERS REQUIREMENTS - OTHER PURCHASING ENTITIES**  
 --Please see specific requirements provided by the purchasing entity.


Shipping Method: Shipping Terms: Solicitation (Bid) No.: 21-557THA-BUSSY-B-16278 Contract Begin Date: 10/23/2020      Contract End Date: 04/22/2023	Freight Terms: Payment Terms: NA Delivery Calendar Day(s) A.R.O.: 0
--	---

Item # 1 Class-Item 962-58																			
Sole source contract for Toll Technology Revenue Security enhancements and maintenance services for the term of thirty (30) months.																			
<table border="1"> <thead> <tr> <th>Quantity</th> <th>Unit Price</th> <th>UOM</th> <th>Discount %</th> <th>Total Discount</th> <th>Tax Rate</th> <th>Tax Amount</th> <th>Freight</th> <th>Total Cost</th> </tr> </thead> <tbody> <tr> <td>1.00</td> <td>\$ 45,400,000.00</td> <td>EA</td> <td>0.00 %</td> <td>\$ 0.00</td> <td></td> <td>\$ 0.00</td> <td>\$ 0.00</td> <td>\$ 45,400,000.00</td> </tr> </tbody> </table>		Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost	1.00	\$ 45,400,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 45,400,000.00
Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost											
1.00	\$ 45,400,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 45,400,000.00											

TAX: \$ 0.00  
 FREIGHT: \$ 0.00  
 TOTAL: \$ 45,400,000.00

The undersigned agree to the Terms and Conditions as acknowledged by the Vendor and maintained in the State of Illinois' e-procurement system. This agreement consists of all terms as maintained in the state's e-procurement system inclusive of attached documents. The Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest are true and accurate as of the date of the Vendor's execution of this Agreement. State documents will prevail in the event of a conflict between State and Vendor documents and information. The undersigned agree to the Terms and Conditions of this agreement:

OFFICIAL SIGNATURES:

Vendor Name: ACCENTURE LP  
Vendor Signature:   
Printed Name: JOHN VASILE  
Title: MANAGING DIRECTOR  
Phone #: 312-907-3604  
Email: john.vasile@accenture.com  
Date: 10-23-20

APPROVED

By: Mary Hart  
Phone#: (630) 241-6800  
BUYER

State of Illinois Agency or Other Purchasing Entity Procuring State Agency or Entity: Illinois State Toll Highway Authority

Official Signature: 

Printed Name: JOSE R. ALVAREZ  
Title: Executive Director  
Designee Signature: \_\_\_\_\_  
Printed Name: Eric Ocomy  
Title: Chief of Contract Services  
Date: 10/22/2020

Legal Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Fiscal Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

FOR STATE OF ILLINOIS USE ONLY:

Acq. Type: \_\_\_\_\_ Source Sel. Method: \_\_\_\_\_  
Using Agency Funding Source: \_\_\_\_\_  
Detailed Expenditure Object Code: \_\_\_\_\_  
Approp. Acct Code: \_\_\_\_\_  
Award Code: \_\_\_\_\_  
Original Proc. Method: \_\_\_\_\_  
Subcontractors Disclosed: \_\_\_\_\_  
Subcontractors Utilized: \_\_\_\_\_  
Publication Date: \_\_\_\_\_ Financing Needed: \_\_\_\_\_  
IPG Cert/Disclosure Yes \_\_\_\_\_ No \_\_\_\_\_



**Signature:**   
Eric Occomy (Oct 22, 2020 15:53 CDT)

**Email:** EOocomy@getipass.com

**STATE OF ILLINOIS**  
**FORMS B CERTIFICATIONS AND DISCLOSURES**

BidBuy Reference #: 21-557THA-BUSSY-B-16278 Procurement/Contract #: Toll Technology Revenue and Maintenance Svcs., #20-0106

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 an active State of Illinois Vendor Registration Number. The IPG assigns a unique State of Illinois Vendor Registration Number and expiration date upon the Chief Procurement Office's acceptance of an IPG application.

If a vendor does not have an active State of Illinois Vendor 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 an active State of Illinois Vendor Registration Number.

To ensure that you have an active 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 an active IPG registration.

State of Illinois Vendor Registration Number: 20134222

IPG Expiration Date: 7/8/2021

**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

**STATE OF ILLINOIS**  
**FORMS B CERTIFICATIONS AND DISCLOSURES**

**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**

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 #
Department of Innovation and Technology	Enterprise Resource Planning – HCM – Work Packet 3	Awarded/ Contracted – work in progress	\$17M	IPB nbrs: IPB #:22033761, 22035081
Department of Innovation and Technology	Enterprise Resource Planning – HCM – Work Packet 4A	Awarded – pending contracting	TBD - <\$1M	IPB nbrs: IPB #:22033761, 22035081
Department of Innovation and Technology	Enterprise Resource Planning – HCM – Work Packet 4B	Proposal process beginning	TBD	IPB nbrs: IPB #:22033761, 22035081

**STATE OF ILLINOIS**  
**FORMS B CERTIFICATIONS AND DISCLOSURES**

**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 St

Email: john.vasilj@accenture.com

City, State, Zip: Chicago, IL 60601

Vendor Contact: John Vasilj

Signature: 

Date: September 11, 2020

Printed Name: John Vasilj

Title: Managing Director

**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.

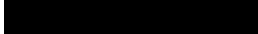
Name:

Business Name: Accenture LLP

Taxpayer Identification Number:


Social Security Number:

or

Employer Identification 

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<br>medical and/or health care services     | <input checked="" type="checkbox"/> Limited Liability Company<br>(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> C = corporation  |
|  | <input checked="" type="checkbox"/> P = partnership   |

Signature of Authorized Representative: 

Date: September 11, 2020

## State of Illinois Vendor Registration

## Accenture LLP

 2 flags have been added to this record. See below for details.

### Vendor Registration

TYPE	State of Illinois Vendor Registration (Renew/Update)
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	6/26/2020
STATUS	Accepted
STATE OF ILLINOIS VENDOR REGISTRATION NUMBER	IPG-0395829
REVIEWER	<a href="#">Chris Haberman</a>
DATE REVIEWED	7/8/2020
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	7/8/2021
FLAG FORM	

### Settings

SMALL BUSINESS SET-ASIDE PROGRAM (SBSP) REGISTERED	No
REGISTERING AS A	Prime



### Entity Information

BUSINESS NAME	Accenture LLP
CONTACT FOR THIS SUBMISSION	<a href="#">Maria Little (change contact)</a>
PRIMARY CONTACT EMAIL	<a href="mailto:maria.s.little@accenture.com">maria.s.little@accenture.com</a>
PHONE	617-488-3833
FAX	
COMPANY EMAIL	<a href="mailto:mikhil.p.ponkshe@accenture.com">mikhil.p.ponkshe@accenture.com</a>
TAX ID NUMBER	<span style="background-color: black; color: black;">XXXXXXXXXX</span>
COMPANY TYPE	LLP
ADDRESS	161 N. Clark St. Chicago, IL 60601 <a href="#">[edit address]</a>

## Current Vendor Certifications

No current applicable certifications.

## Forms





View	Form Name	Flagged
<a href="#">View</a>	A - B. Business Information & Additional Information	
<a href="#">View</a>	C. Small Business Set-Aside Program	
<a href="#">View</a>	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois	 1 flag
<a href="#">View</a>	F - G. Certifications & Board of Elections	
<a href="#">View</a>	H. Iran Disclosure	
<a href="#">View</a>	I. Financial Disclosure & Conflicts of Interest	 1 flag

## NIGP Codes

NIGP 918 Consulting Services

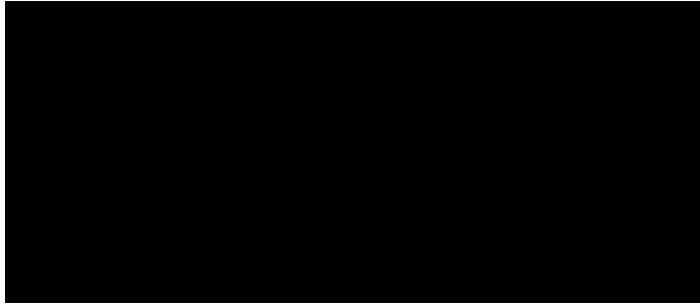
## Additional Information

STAFF ATTACHED FILE(S)

Document	Status
  <a href="#">Accenture LLP-7.8.2020-IPG Application Review Sheet.pdf</a> Filename: Accenture_LLP-7.8.2020-IPG_Application_Review_Sheet_20200708123749_6557.pdf	PDF, 171.92 KB <a href="#">Edit Info</a> <a href="#">Delete</a> Attached by Chris Haberman on 7/8/2020
  <a href="#">IPG Application Review Sheet - Accenture LLP.pdf</a> Filename: IPG_Application_Review_Sheet_-_Accenture_LLIP_20200615132348_7460.pdf	PDF, 3.32 MB <a href="#">Edit Info</a> <a href="#">Delete</a> Attached by Keely Burton on 6/15/2020

## Signature

SIGNATURE



NAME	<b>Maria S. Little</b>
TITLE	<b>Contract Associate Manager</b>
ORGANIZATION	<b>Accenture LLP</b>
DATE	<b>6/5/2020</b>
IP NUMBER	<b>108.56.242.20</b>
TOKEN	<b>086565AAB029E241C20304D775B6D3FF3E891CDAC8D51AAE43...</b>









## A - B. Business Information &amp; Additional Information

## Accenture LLP

## Vendor Registration

FORM NAME	<b>A - B. Business Information &amp; Additional Information</b>
DESCRIPTION	<b>Complete section A and B, in order to submit this form.</b>
DATE SUBMITTED	<b>6/26/2020</b>
STATUS	<b>Accepted</b>
BUSINESS NAME	<b>Accenture LLP</b>
POINT OF CONTACT	<a href="#">Maria Little</a>
FLAG FORM	

## A. Business Information

1. YOUR BUSINESS IS REGISTERING AS A	<b>Prime</b>	
2. NAME OF CEO/BUSINESS OWNER	<b>Accenture Inc. and Accenture LLC (Julie Sweet is Group Chief Executive for Accenture North America)</b>	
3. ANNUAL SALES/GROSS RECEIPTS	<b>15,400,000,000</b>	
4. WHEN WAS YOUR BUSINESS ESTABLISHED?	<b>01/01/1989</b>	
5. IN WHAT ILLINOIS COUNTY(IES) ARE YOU CONDUCTING BUSINESS?	<b>The business conducts business statewide.</b>	
6. CONTACT PERSON FOR THIS VENDOR REGISTRATION	<b>Gary Markle</b>	
CONTACT PERSON TITLE	<b>Director</b>	
CONTACT PERSON PHONE	<b>312-693-2339</b>	
CONTACT PERSON EMAIL	<b>gary.t.markle@accenture.com</b>	

## B. Additional Information

1. HOW DID YOU LEARN ABOUT THE ILLINOIS PROCUREMENT GATEWAY?	<b>State Agency</b>	
--	---------------------	---

## Additional Information


STAFF ATTACHED FILE(S)



## C. Small Business Set-Aside Program


# Accenture LLP

Vendor Registration	
FORM NAME	C. Small Business Set-Aside Program
DESCRIPTION	Complete the Small Business Set-Aside Program form
DATE SUBMITTED	6/26/2020
STATUS	Accepted
BUSINESS NAME	Accenture LLP
POINT OF CONTACT	<a href="#">Maria Little</a>
FLAG FORM	

C. Small Business Set-Aside Program	
1. WOULD YOU LIKE TO APPLY/RE-QUALIFY FOR THE SMALL BUSINESS SET-ASIDE PROGRAM?	No 

Additional Information
STAFF ATTACHED FILE(S)




# D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois Accenture LLP

 1 flag has been added to this record. See below for details.


## Vendor Registration

FORM NAME	<b>D - E. Department of Human Rights (DHR) &amp; Authorized to do Business in Illinois</b>
DESCRIPTION	<b>Complete section D and E, in order to submit this form.</b>
DATE SUBMITTED	<b>6/26/2020</b>
STATUS	<b>Accepted</b>
BUSINESS NAME	<b>Accenture LLP</b>
POINT OF CONTACT	<a href="#">Maria Little</a>
FLAG FORM	

## D. Department of Human Rights (DHR)

1. HIGHEST NUMBER OF EMPLOYEES (INCLUDING FULL AND PART TIME EMPLOYEES) AT ANY TIME DURING THE PAST YEAR	<b>51000</b>	
2. SELECT THE DHR STATUS OF YOUR BUSINESS	<b>My business had 15 or more employees at any time within the past year.</b> 9978800 04/07/21  <b>May Require Attention</b> <b>DHR number expires on 4/7/2021</b> <b>Added by Chris Haberman on 7/8/2020</b>	1 

## E. Authorized to do Business in Illinois

1. IS YOUR BUSINESS REGISTERED AND AUTHORIZED TO DO BUSINESS IN ILLINOIS?	<b>Yes, registered and in good standing with the Illinois Secretary of State</b>	
---	--	---

## Additional Information

STAFF ATTACHED FILE(S)


## F - G. Certifications &amp; Board of Elections

## Accenture LLP


**Vendor Registration**

FORM NAME	<b>F - G. Certifications &amp; Board of Elections</b>
DESCRIPTION	<b>Complete section F - G, in order to submit the form.</b>
DATE SUBMITTED	<b>6/26/2020</b>
STATUS	<b>Accepted</b>
BUSINESS NAME	<b>Accenture LLP</b>
POINT OF CONTACT	<b><a href="#">Maria Little</a></b>
FLAG FORM	


**F. Certifications**

1. 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. 


**Yes**

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3 


**N/A**

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE 


**Yes**

4. 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 

**Yes**

5. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE 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. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10 

**Yes**

6. 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. 30 ILCS 500/50-10.5 

**Yes**

7. VENDOR CERTIFIES THAT IT AND ITS AFFILIATES ARE NOT DELINQUENT IN THE PAYMENT OF ANY DEBT TO THE UNIVERSITY OR THE STATE (OR IF DELINQUENT, HAVE ENTERED INTO A DEFERRED PAYMENT PLAN TO PAY THE DEBT). 30 ILCS 500/50-11, 50-60

**Yes**

8. 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. 30 ILCS 500/50-12

**Yes**

9. 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

**Yes**

10. 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

**Yes**

11. VENDOR CERTIFIES IT HAS READ, UNDERSTANDS AND IS NOT KNOWINGLY IN VIOLATION OF THE "REVOLVING DOOR" PROVISION OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/50-30

**Yes**

12. VENDOR CERTIFIES THAT IF IT HIRES 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 WILL BE BILLED TO THE STATE. 30 ILCS 500/50-38

**Yes**

13. VENDOR CERTIFIES THAT IT WILL NOT RETAIN 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

**Yes**

14. 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

**Yes**

15. 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

**Yes**

16. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT FOR PUBLIC WORKS, STEEL PRODUCTS USED OR SUPPLIED IN THE PERFORMANCE OF THAT CONTRACT SHALL BE MANUFACTURED OR PRODUCED IN THE UNITED STATES, UNLESS THE EXECUTIVE HEAD OF THE PROCURING AGENCY/UNIVERSITY GRANTS AN EXCEPTION IN WRITING. 30 ILCS 565

**Yes**

17. IF VENDOR IS AWARDED A CONTRACT WORTH MORE THAN \$5,000 AND EMPLOYS 25 OR MORE EMPLOYEES, VENDOR CERTIFIES IT WILL PROVIDE A DRUG FREE WORKPLACE PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

**Yes**

18. IF VENDOR IS AN INDIVIDUAL AND IS AWARDED A CONTRACT WORTH MORE THAN \$5,000, 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 PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

**Yes**

19. 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

**Yes**

20. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN OR WILL BE PRODUCED IN WHOLE OR IN PART BY FORCED LABOR OR INDENTURED LABOR UNDER PENAL SANCTION. 30 ILCS 583

**Yes**

21. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILD UNDER THE AGE OF 12. 30 ILCS 584

**Yes**

22. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT INCLUDING INFORMATION TECHNOLOGY, ELECTRONIC INFORMATION, SOFTWARE, SYSTEMS AND EQUIPMENT, DEVELOPED OR PROVIDED UNDER ANY CONTRACT, IT WILL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT STANDARDS. 30 ILCS 587

**Yes**

23. VENDOR CERTIFIES THAT IF IT OWNS RESIDENTIAL BUILDINGS, THAT ANY VIOLATION OF THE LEAD POISONING PREVENTION ACT HAS BEEN MITIGATED. 410 ILCS 45

**Yes**

24. 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, E-11

**Yes**

25. 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

**Yes**

26. 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

**Yes**

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 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 WHOSE PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY.

**Yes**

28. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ILLINOIS 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.

**Yes**

29. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR 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)

**N/A**

### **G. Board of Elections (BOE)**

1. IS YOUR BUSINESS REGISTERED WITH THE BOARD OF ELECTIONS (BOE)?

**Yes, I certify my business is registered with BOE.**

15306


### **Additional Information**

STAFF ATTACHED FILE(S)



# Accenture LLP


Vendor Registration	
FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	6/26/2020
STATUS	Accepted
BUSINESS NAME	Accenture LLP
POINT OF CONTACT	<a href="#">Maria Little</a>
FLAG FORM	

H. Iran Disclosure	
1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED?	
<b>No business operations to disclose.</b>	

Additional Information
STAFF ATTACHED FILE(S)

## I. Financial Disclosure &amp; Conflicts of Interest

## Accenture LLP

 1 flag has been added to this record. See below for details.

## Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	6/26/2020
STATUS	Accepted
BUSINESS NAME	Accenture LLP
POINT OF CONTACT	<a href="#">Maria Little</a>
FLAG FORM	

## I. Financial Disclosures &amp; Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. 


**Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)**

B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS? 



No


C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST 

**Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)**


1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME? 

**Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)**

Document	Status
  <a href="#">ipg.percentage of ownership and distributive income form.docx (DOCX)</a>	Attached by Maria Little on 6/4/2020

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1. 

Yes

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: 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 BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

**Yes**

4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES.

**Not applicable - For-Profit Entity**

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

**Not applicable - No individuals disclosed in question 1**

6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM 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, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

**Not applicable - No individuals disclosed in question 1**

7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

**Not applicable - No individuals disclosed in question 1**

8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM 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, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?

**Not applicable - No individuals disclosed in question 1**

9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?

**Not applicable - I answered No in Questions 5-8**

10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)?

**Not applicable - I answered No in Questions 5-8**

11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

**Not applicable - No individuals disclosed in question 1**

12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

**Not applicable - No individuals disclosed in question 1**

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE 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?

**Not applicable - No individuals disclosed in question 1**

14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

**Not applicable - No individuals disclosed in question 1**

15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE 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?

**Not applicable - No individuals disclosed in question 1**

16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

**Not applicable - No individuals disclosed in question 1**

17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?

**Not applicable - No individuals disclosed in question 1**

18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM 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?

**Not applicable - No individuals disclosed in question 1**

19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM 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?

**Not applicable - No individuals disclosed in question 1**

20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM 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?

**Not applicable - No individuals disclosed in question 1**

21. HAS THERE BEEN ANY SUSPENSION OR DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.


**No**

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

**No**

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

**No**

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE. 1 

**Yes**

On April 24, 2008, Wellogix, Inc. filed a complaint against Accenture LLP for trade secrets misappropriation in the United States District Court for the Eastern District of Texas in Houston. In May 2011, a jury rendered a verdict against Accenture and awarded Wellogix \$26.18M in actual damages and an additional \$68.2M in punitive damages. Accenture sought a reversal of the verdict or, in the alternative, a new trial. In October 2011, the trial court issued a ruling reducing the jury's award by \$50M. Wellogix was given the option to accept the reduced damages or re-try the case, and opted to accept the reduction. Judgment was entered on November 3, 2011 and Accenture appealed.


On May 15, 2013, the United States Court of Appeals for the Fifth Circuit issued an opinion affirming the district court's judgment. On May 29, 2013, Accenture filed rehearing and en banc petitions, and on January 15, 2014, the court denied the petition for rehearing. Accenture filed a petition for writ of certiorari with the Supreme Court on February 28, 2014, which was denied on June 9, 2014. Accenture then filed a motion challenging Wellogix's entitlement to attorney fees as a matter of law, which the district court denied on July 8, 2014. Thereafter, the parties agreed to settle the outstanding portion of the case, and the Court entered an order dismissing all remaining claims with prejudice on September 18, 2014.



**Potential Conflict**

Potential conflict disclosed

*Added by Keely Burton on 6/15/2020*

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE. 

**No**

## Additional Information

STAFF ATTACHED FILE(S)