

Informational Items

June 2020

Requesting Department: Information Tech. / Enterprise Info. Services
Description: For the Tollway's estimated requirement of Contract 20-0085 for Payment Card Industry ("PCI") Compliance Analysis Services for a one-year period.
Awarded to: RSM US LLP
Amount: \$86,500.00
Procurement Method: ISTHA Small Purchase

STATE OF ILLINOIS

CONTRACT

Illinois Tollway

Payment Card Industry Compliance Analysis 2020

#20-0085

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 Contractor 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 Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts 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. **FORMS B**
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

Payment Card Industry Compliance Analysis 2020

#20-0085

VENDOR

Vendor Name: RSMUS LLP	Address: 1 S Wacker Drive, Suite 800, Chicago, IL 60606
Signature: [REDACTED]	Phone: 312-634-3769
Printed Name: Zachary Raizen	Fax: 312-634-3410
Title: Director	Email: zach.raizen@rsmus.com
Date: June 8, 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	
App Legal Signat [REDACTED]	Date: 06/26/2020
Legal Printed Name: Robert T. Lane	
Legal's Title: Assistant Attorney General, State of Illinois	
Official Signature: [REDACTED]	06/26/2020
Printed Name: José R. Alvarez	Procurement Printed Name: Eric Occomy
Official's Title: Executive Director	Procurement's Title: Chief of Contract Services

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: R-68076
- Project Title: Payment Card Industry Compliance Analysis 2020
- Contract #: 20-0085
- Procurement Method (IFB, RFP, Small Purchase, etc.): Small Purchase
- IPB Reference #:
- IPB Publication Date:
- Award Code: C
- 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 contracting with RSM US LLP to provide a source for a Qualified Security Assessor (QSA) to assess the Tollway's compliance with the Payment Card Industry Data Security Standards (PCI DSS) most current version (currently version 3.2.1), as well as the Report of Compliance (ROC) and Attestation of Compliance (AOC). This procurement will also provide a source for optional internal penetration testing, external penetration testing, and a risk assessment.

See Appendix A for detailed scope and approach.

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:

- 1.2.1. The Report on Compliance (ROC) and the Attestation of Compliance (AOC) shall be finalized and delivered to the Tollway by established reporting deadlines. The initial draft of the ROC shall be submitted to the Tollway during the first week of August or prior. The preliminary report on remediation items (if applicable) as well as the assessment and performance of remediation shall be completed in July. The issuance of the document request list and the fieldwork performance shall be completed in July*. See Appendix A for additional scope and approach details.

*These dates are approximate. Filing date requirements shall be shared with the Vendor as soon as the Tollway is notified.

- 1.2.2. For Security Assessments, the Vendor shall provide a report that shall include, at a minimum: Identifying areas that require policies, guidelines, and procedures. Identifying gaps of the current plans and processes that need amendments. Assessing Tollway readiness in the event of a disaster and/or listing recommendations with rationale and prioritization/severity. See Appendix A for additional scope and approach details.

- 1.2.3. Vendor shall submit itemized invoices within fifteen (15) days of performance of the work to the Tollway. Invoices shall be marked to the attention of the Contract Invoice Administrator and delivered to the Illinois Tollway, P.O. Box 3094, in Lisle, IL 60532, or FinanceInvoices@getipass.com.

- 1.3. VENDOR / STAFF SPECIFICATIONS:** The successful Vendor, at the time of bid and award, shall be certified and approved as Payment Card Industry Security Standards Council Qualified Security Assessor (PCI SSC QSA), and in good standing for the entire duration of the contract and any subsequent renewals. The Vendor shall also have a minimum of three (3) years' experience, specifically in performing PCI assessments. Evidence of experience shall be provided to the Tollway upon request. It is preferred that the bidder provide evidence of being an approved QSA with their bid submittal, but bidder may submit evidence of such no later than 10 days after bid opening to be considered responsive. Additionally, the QSA shall resubmit their certification annually prior to the start of the annual assessment.

- 1.4. TRANSPORTATION AND DELIVERY:** NA

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: [Click here to enter text](#)

Amount to be paid: [Click here to enter text](#)

Address: [Click here to enter text](#)

Description of work: [Click here to enter text](#)

- Subcontractor Name: [Click here to enter text](#)

Amount to be paid: [Click here to enter text](#)

Address: [Click here to enter text](#)

Description of work: [Click here to enter text](#)

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: 1 S Wacker Drive, Suite 800, Chicago, IL 60606

Value of services performed at this location: \$86,500

- Location where services will be performed: [Click here to enter text](#)

Value of services performed at this location: [Click here to enter text](#)

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 \$86,500.00. 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.

Description	Extension
Report of Compliance (ROC) and Attestation of Compliance (AOC)	\$67,500.00
Internal Penetration Testing (Optional)	\$9,000.00
External Penetration Testing (Optional)	\$6,000.00
Risk Assessment (Optional)	\$4,000.00
Total:	\$86,500.00

- 2.2 **EXPENSES ALLOWED:** Expenses are not allowed as follows: NA.

- 2.3 **DISCOUNT:** The State may receive a NA % discount for payment within NA 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: \$86,500.00.

BB 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.

2.4.2. **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:** There are no renewal options available.

2.4.2.2 **Vendor's Price for Renewal(s):** NA

- 2.5 **MAXIMUM AMOUNT:** Vendor's compensation for (services) under this Contract shall not exceed \$101,800.00 during the initial term without a formal amendment.

3. **TERM AND TERMINATION**

06/26/2020 to 06/25/2021

3.1 **TERM OF THIS CONTRACT:** This contract has an initial term of ~~06/01/2020~~ to ~~05/31/2021~~. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

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 zero (0) 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. Contractor 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:	FinanceInvoices@getipass.com

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 "Claims," 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. Neither party shall be liable for incidental, special, consequential, or punitive damages. For all Claims, the total liability of the Vendor shall not exceed the greater of six times fees or \$500,000.

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 industry standard form, current edition or an alternative form providing equivalent protection.
2. Automobile Liability on an industry standard 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 \$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 \$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 \$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 granted "Additional Insured" status via a blanket endorsement 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.

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).

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.

4.27 Risk Allocation : In order to deliver the services at the quoted rates and pricing, for any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including indemnification obligations, in-house and contracted attorneys' fees, except in the case of fraud or willful misconduct by Vendor, the total liability of the Vendor shall not exceed the greater of three times fees or \$500,000.

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 Contractor 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 contractor 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 Order of Precedence:

This contract comprises the Contract between the parties. With respect to any inconsistency or conflict among these documents the following order of precedence shall prevail:

1. This Contract
2. Other submissions received after the initial proposal as part of the renegotiation process, if applicable and agreed upon

5.3.2 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.

5.3.3 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.

5.3.4 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.

5.3.5 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.

5.3.6 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.

5.3.7 Vendor's Termination Duties:

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

- 5.3.7.1 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;
- 5.3.7.2 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;
- 5.3.7.3 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;
- 5.3.7.4 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;
- 5.3.7.5 Immediately return to the Tollway/Buyer any payments made by the Tollway/Buyer for services that were not rendered by the Vendor.

5.3.8. 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.

- 5.3.9 Vendor will take reasonable precautions to avoid causing any devices to become inoperative and result in loss of Tollway's service or data. However, Vendor cannot accurately predict those devices that could be adversely affected by its network and information security and vulnerability testing methods. Therefore, Tollway understands and accepts the risk that Vendor's performance of the services specified in this Agreement may inadvertently cause one or more devices to become inoperative and result in loss of service or data.

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

FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: B-15124 Procurement/Contract #: 20-0085

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

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

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

1. Certification of Illinois Procurement Gateway Registration

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

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

IPG Registration #: IPG-0388611 IPG Expiration Date: 05/20/2021

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

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

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

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

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 #
State of Illinois: Central Management Services (999)	Master services contract focused on workforce analysis	Awarded	NA	9CMS6933400
Railsplitter Tobacco Settlement Authority	Compilation and financial statements and GAAP packages	Awarded	\$132,600	NA
University of Illinois Alumni Association	Audit of Financial Statements, Tax Prep	Awarded	\$35,325	NA
Illinois Department of Transportation (494)	GAAP reporting preparation	Awarded	\$990,000	9000017GAAP FY19 Renewal
Illinois Department of Transportation (494)	Internal accounting procedures services	Awarded	\$990,000	900000RSM18 FY20 Renewal
State of Illinois: Central Management Services	Personnel Improvement – Organizational Change Management	Awarded	\$1,046,027	17-416CMS-BOSS4-P- 17:8
State of Illinois: Central Management Services	Personnel Improvement – Phase 3	Awarded	\$1,064,196	17-416CMS-BOSS4-P- 17:8
Illinois State Police	Performance Evaluation Process Improvement	Awarded	\$353,200	17-416CMS-BOSS4-P- 17:8
Department of Innovation & Technology (DoIT)	Website Service Delivery Process Improvement	Awarded	\$139,462	17-416CMS-BOSS4-P- 17:8

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

Attorney Registration & Disciplinary Commission of the Supreme Court of Illinois	Managed IT Services	Awarded	\$2,000,000	NA
Department of Federal & Professional Regulation	E-licensing process improvement	Awarded	\$397,817	17-416CMS-BOSS4-P-17:8
Department of Innovation & Technology (DoIT)	ITxM optimization	Awarded	\$797,385	17-416CMS-BOSS4-P-17:8
Central Management Services	Procurement – current state assessment	Awarded	\$139,462	17-416CMS-BOSS4-P-17:8
Department of Innovative & Technology (DoIT)	ITxM Platform Architecture	Proposed	\$282,220	NA, in development
Illinois State Police	Firearm Owner’s ID Process Improvement	Awarded	\$142,346	17-416CMS-BOSS4-P-17:8
Illinois State Police	Training Assessment & Planning	Proposed	\$565,213	NA, in development
Illinois State Police	Case Backlog Outsourcing Assessment	Proposed	\$391,194	NA, in development
Department of Innovative & Technology (DoIT)	ITxM Training and Change Management Support	Proposed	\$1,183,778	NA
Illinois State Police	Performance Evaluation Process – Phase 2	Proposed	\$398,085	NA

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.

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

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: RSM US LLP

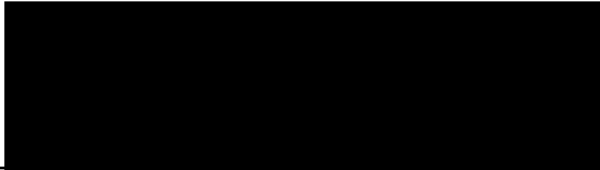
Phone: 312.634.3484

Street Address: 1 S Wacker Drive, Suite 800

Email: jay.schulman@rsmus.com

City, State,

Vendor Contact: Jay Schulman



Signature:

Date: June 8, 2020

Printed Name: Jay Schulman

Title: Principal

**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: Jay Schulman

Business Name: RSM US LLP

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number

Legal Status (check one):

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

Signature of Authorized Representative:

Date: June 8, 2020

APPENDIX A

Services and Scope of Work

PCI Assessment

The scope of this engagement will be to create the PCI ROC and AOC for Client for submission to Client's respective card associations and/or credit card processors/acquirers.

As part of the process, we will be performing the following tasks:

- Conduct the PCI engagement using the PCI DSS Version 3.2.1.
- Work with Client to identify the personnel to be involved in the project. This will include personnel from Client's offices and other Client's personnel involved with cardholder activity and systems.
- Work with the assigned PCI compliance project team from Client for scoping, planning, scheduling on-site visits for data gathering, documentation and testing of PCI DSS requirements for the ROC. The tasks to be completed will vary depending on the CDE in scope.
- Work with the Client asset teams to develop a document request list and determine the appropriate timing and process for performing the on-site visits, including documentation, interviews, observations, testing and verification.
- Provide an online, web-based, secured solution for sharing information between RSM and Client.
- Perform the following procedures prior to the on-site (or virtual on-site) assessment visit:
 - Reviewing scope changes implemented since the prior ROC and evaluating the status of maintaining the PCI DSS requirements, depending upon availability of Client's payment channels and CDE scoping documentation
 - Evaluating the PCI DSS Version 3.2.1 documentation for requirements and initiatives implemented to meet the Version 3.2.1 standard requirements
 - Gaining an understanding and verifying the cardholder data flow for scoping purposes
 - Validating as to the use of third-party service providers, the type of service provided, the contracts of engagement and the oversight process by management in accordance with the PCI DSS requirements related to third-party service providers
- Conduct meetings while on-site with personnel or department leaders who oversee and manage the systems and business environment for the areas in scope. Assist in providing guidance on processes, applications, policies and procedures pertaining to PCI DSS requirements, when appropriate.
- If noncompliance-related issues are observed, report these to the Client management and other personnel Client requests us to communicate information to, and determine whether a focused and confidential review and analysis are warranted. If further analysis is required, work with Client personnel to determine next steps.
- If applicable, provide observations, issues of noncompliance, recommendations and prioritization of issues that will allow Client management to determine appropriate actions necessary to meet PCI DSS requirements.
- Assist with documentation and evidence examined by the RSM Qualified Security Assessors (QSAs) that is classified as confidential by Client and, therefore, not available for retention by the QSA under the guidelines issued by the PCI Security Standards Council, LLC, to be retained by Client.

- Evaluate compensating controls as potential alternatives to the PCI DSS requirements. This will include validating identified compensating controls as applicable.

The engagement includes the review of the following six domains and 12 requirements, as defined by the PCI Security Standards Council, LLC at Client:

Build and Maintain a Secure Network and Systems

Requirement 1: Install and maintain a firewall configuration to protect cardholder data

Requirement 2: Do not use vendor-supplied defaults for system passwords and other security parameters

Protect Stored Cardholder Data

Requirement 3: Protect stored cardholder data

Requirement 4: Encrypt transmission of cardholder data across open, public networks

Maintain a Vulnerability Management Program

Requirement 5: Protect all systems against malware and regularly update anti-virus software or programs

Requirement 6: Develop and maintain secure systems and applications

Implement Strong Access Control Measures

Requirement 7: Restrict access to cardholder data by business need to know

Requirement 8: Identify and authenticate access to system components

Requirement 9: Restrict physical access to cardholder data

Regularly Monitor and Test Networks

Requirement 10: Track and monitor all access to network resources and cardholder data

Requirement 11: Regularly test security systems and processes

Maintain an Information Security Policy

Requirement 12: Maintain a policy that addresses information security for all personnel

In addition to the PCI ROC, we will provide the following services as part of this engagement:

- Discussions with outside parties regarding the PCI ROC, if requested to do so by Client

The scope of this engagement does not include revalidation testing for items determined to be “Not in Place,” in the event that it becomes necessary as specified in the PCI DSS. PCI remediation services can be provided by RSM to Client as a separate engagement or formal change order.

Network penetration and vulnerability testing

ISTHA has determined that an internal and external penetration test are required to further evaluate the configuration and security of your network and their PCI compliance. Our findings and recommendations will be useful in enhancing the security surrounding these systems and in providing cost-effective control improvements.

Based on our conversation with ISTHA management, the following systems and scope assumptions have been made and will be included as a part of the engagement:

External network penetration testing

The information collected from that directly impacts the work effort and the scope of the external network penetration testing is as follows:

Scope	Quantity
Penetration Testing (IP Addresses)	Approx. 500

Based on these details, we will base our fee and hour estimates on the following:

- External network penetration testing
 - ISTHA will provide their IP address ranges, but no additional data.
 - We will perform a full discovery (footprinting and enumeration) exercise to locate internet-facing systems and applications. Once this list is compiled, it will be presented to for review and validation before full vulnerability testing is performed.
 - We will perform unauthenticated testing on systems located during the discovery.
 - All external RSM testing will be performed from our labs in Houston, Texas, and Chicago, Illinois.
 - No testing will be performed on applications hosted at third parties.
 - We will perform all penetration testing with the assumption that blocking technologies (firewalls, intrusion prevention systems [IPSs], etc.) will remain in place, but if testing reaches a point where it can be considered complete, has the option to allow us to bypass these technologies in order to perform a more complete examination.

Internal network penetration testing

The information collected from that directly impacts the work effort and the scope of the internal network penetration testing is as follows:

Scope	Quantity
Penetration Testing (IP Addresses)	Approx. 9,000

Based on these details, we will base our fee and hour estimates on the following:

- We will perform testing during the security assessment time window outside core hours or during an agreed-upon maintenance window on location at facilities.
- All locations can be scanned from one central location, so travel would not be necessary for each individual set of tests.
- The IP addresses or ranges of the initial targets are to be provided by ISTHA .

- We will perform all testing with the assumption that blocking technologies (firewalls, IPSs, etc.) will remain in place (shields up), but if penetration testing reaches a point where it can be considered complete, has the option to allow us to bypass these technologies in order to perform full vulnerability scan (shields down).

Internal and external network penetration testing approach

The scope of this project will consist of two steps:

- Step I will focus on testing your systems that provide internal and external connectivity to identify, inventory and score vulnerabilities to be used during our penetration testing phase.
- Step II will focus on exploiting key vulnerabilities that may have been discovered in Step I.

Internal network penetration testing—Requirement 11.3.1

During the internal testing, the RSM consultant will assume the role of a malicious insider and attempt to bypass security controls that are in place around cardholder data. If the consultant can access cardholder data, we will document any vulnerability in the environment that contributed to the compromise.

The objective of an internal network penetration test is to determine if the current network security controls are vulnerable to an actionable attack from an attacker who has gained access to the network either physically or virtually and to test segmentation in place around the cardholder environment. It is not to prove that the network is free of vulnerabilities. This level of testing validates the organization’s security policy and development standards by attempting to identify how resilient the internal network is to determined attackers. The product of an internal network penetration test is a report that documents the organization’s existing security posture, identifies specific weaknesses and vulnerabilities, validates network segmentation, provides purpose-built exploit code examples that tell a compelling story of risk from any given vulnerability and makes recommendations for remediation.

The benefits of an internal penetration test include:

- Identification of the internal network’s exposure to security risks
- Identification of specific vulnerabilities affecting the network
- Validation and verification of existing network security controls, policies and procedures by impartial, third-party experts

The following illustrates some of the different vulnerability types that we cover during an internal network penetration test. This list is not intended to be exhaustive, and the actual testing performed depends on the specifics of your organization.

<ul style="list-style-type: none"> • Layer 2 attacks <ul style="list-style-type: none"> - VLAN hopping - Address Resolution Protocol (ARP) cache poisoning - Insufficient segmentation and access control - Exploitation of weaknesses within the switched 	<ul style="list-style-type: none"> • Network/operating system layer attacks <ul style="list-style-type: none"> - Network hash passing - Exploitation of Dynamic Host Configuration Protocol (DHCP) weaknesses - Microsoft, Novell, UNIX weaknesses 	<ul style="list-style-type: none"> • Cryptography <ul style="list-style-type: none"> - Algorithm - Key management • Data protection <ul style="list-style-type: none"> - Transport - Storage • Buffer overflow <ul style="list-style-type: none"> - Stack-based
--	---	--

<ul style="list-style-type: none"> architecture related to trunking, STP or failover protocols Layer 3 attacks <ul style="list-style-type: none"> - IP address redirection - Session hijacking - Session replay - Password capture 	<ul style="list-style-type: none"> - Compromise of network control equipment - Exploitation of operational traffic flows Logical attacks <ul style="list-style-type: none"> - Abuse of functionality - Privileged account take over - Dormant account abuse 	<ul style="list-style-type: none"> - Heap-based - Format string Protocol fuzzing
---	--	---

External network penetration testing—Requirement 11.3.2

The objective of an external network penetration test is to determine if the current network security controls are vulnerable to an actionable attack from an attacker from the internet. It is not to prove that the network is free of vulnerabilities. This level of testing validates external network security controls used to protect the network from attacks from external attackers, such as organized crime, corporate espionage, or hostile governments, by attempting to identify how resilient the external network is to determined attackers. The product of an external network penetration test is a report that documents the organization’s existing security posture, identifies specific weaknesses and vulnerabilities, validates segmentation, provides purpose-built exploit code examples that tell a compelling story of risk from any given vulnerability and makes recommendations for remediation.

The benefits of an external network penetration test include:

- Identification of the external network’s exposure to security risks
- Identification of specific vulnerabilities affecting the network
- Validation and verification of existing network security controls, policies and procedures by impartial, third-party experts

The following illustrates some of the different vulnerability types that we cover during an external network penetration test. This list is not intended to be exhaustive and the actual testing performed depends on the specifics of the organization being tested.

<ul style="list-style-type: none"> Information discovery <ul style="list-style-type: none"> - Ping scans of public IP address blocks - Port scans of public systems - Basic intrusion testing using commercial and public domain tools Layer 3 attacks <ul style="list-style-type: none"> - IP address redirection - Session hijacking - Session replay - Demilitarized zone (DMZ) pivots 	<ul style="list-style-type: none"> Network/operating system layer attacks <ul style="list-style-type: none"> - Remote access exploits - Insecure management interfaces - Microsoft, Novell, UNIX weaknesses - Compromise of network control equipment Logical attacks <ul style="list-style-type: none"> - Abuse of functionality - Privileged account take over - Dormant account abuse 	<ul style="list-style-type: none"> Cryptography <ul style="list-style-type: none"> - Algorithm - Key management Data protection <ul style="list-style-type: none"> - Transport - Storage Buffer overflow <ul style="list-style-type: none"> - Stack-based - Heap-based - Format string Protocol fuzzing
--	---	---

IT Risk Assessment and Threat Modeling

The IT risk assessment will address the requirements of PCI DSS Requirement 12.2, implement a risk assessment process. Through interviews and sessions with cross-functional leaders, we will work to identify assets, vulnerabilities and impact, and deliver a formal risk assessment, addressing items, such as:

- Availability of data or systems
- Integrity of data or systems
- Confidentiality of data or systems
- Accountability
- Assurance

The scope of the IT risk assessment will include a comprehensive review of the ISTHA PCI environment at the following locations:

- Headquarters (Downers Grove, Illinois)
- Toll plazas
- UIC Call Center

Our process will consider possible attack scenarios and vulnerabilities within ISTHA's IT and operations environment. By considering likelihood and compensating controls, this will help quantify risk and identify negative impact to ISTHA.

The analysis will focus on an update of the previous risk assessment, as well as considerations for any new risks.

THA - Toll Highway Authority

Purchase Order

Purchase Order Number 20-557THA-INFOT-P-18546
Master Contract? N
Contract/Ob #:

V E N D O R	Vendor Number: V00000491
	RSM US LLP
	5155 PAYSHERE CIRCLE
	CHICAGO, IL 60674
	null
	null

S H I P T O	Ship To - CA
	2700 Ogden Avenue
	Central Administration
	Downers Grove, IL 60515
	US
	Email:
	(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.

B I L L T O	Contract Administrator
	PO Box 3094
	Lisle, IL 60532-8094
	US
	Email: ProInvoices@getipass.com
	(630) 241-6800

Shipping Method:	Freight Terms:
Shipping Terms:	Payment Terms: NA
Solicitation (Bid) No.: 20-557THA-INFOT-B-15124	Delivery Calendar Day(s) A.R.O.: 0
Contract Begin Date: 06/26/2020	Contract End Date: 06/25/2021

Item # 1
Class-Item 918-71

This procurement will provide a source for a Qualified Security Assessor (QSA) to assess the Tollway's compliance with the Payment Card Industry Data Security Standards (PCI DSS) most current version (currently version 3.2.1) as well as the Report of Compliance (ROC) and Attestation of Compliance (AOC).

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 67,500.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 67,500.00

Item # 2
Class-Item 918-71

Optional: Internal penetration testing

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 9,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 9,000.00

Item # 3
 Class-Item 918-71

Optional: External penetration testing

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 6,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 6,000.00

Item # 4
 Class-Item 918-71

Optional: Risk Assessment

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 4,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 4,000.00

TAX: \$ 0.00
 FREIGHT: \$ 0.00
 TOTAL: \$ 86,500.00

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: _____

Vendor Signature: _____

Printed Name: _____

Title: _____

Phone #: _____

Email: _____

Date: _____

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

Official Signature: [Redacted]

Printed Name: José R. Alvarez

Title: Executive Director

Designee Signature: [Redacted]

Printed Name: Eric Occomy

Title: Chief of Contract Services

Date: 6/29/2020

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: _____

APPROVED

By: Jennifer Soldat

Phone#: (630) 241-6800

BUYER