STATE OF ILLINOIS

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

REQUEST FOR PROPOSALS

Illinois Department of Revenue Integrated Tax System

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REQUEST FOR PROPOSALS

Request for Proposals for Professional & Artistic Services (RFP P&A)

1. INTRODUCTION

1.1 PURPOSE: The Illinois Department of Revenue (Agency/Buyer) is requesting offers from responsible vendors to meet the State's needs. A brief description is set forth below for your convenience, with detailed requirements found in Section 4 of the RFP, "Products and Services Required from the Vendor". If you are interested and able to meet these requirements, we would appreciate and welcome an offer.

Upon completion of the RFP process, if you are one of the selected vendor, you will be expected to enter into a binding contract with the Agency/Buyer. The Contract for Services (the Contract) will follow the format and include the contractual terms as specified in the attached sample Contract for Services.

1.2 BACKGROUND: The State of Illinois Department of Central Management Services (CMS) serves as the central procurement authority for the State of Illinois (the State). Agencies under the Governor utilize the procurement authority of CMS as Chief Procurement Officer to contract for supplies and services necessary for the operations of State government. A Chief Procurement Officer may, in turn, appoint a State Purchasing Officer (SPO) who has independent authority to contract for supplies and services necessary for the operations of State government. The Agency/Buyer or CMS is ultimately responsible for entering into the contract, monitoring performance, receiving the benefits derived under the contract, and making payments under the contract.

Please read the RFP and Contract form and submit your Offer in accordance with Section 5 of the RFP, "Instructions for Preparing and Submitting Offers."

If you have any questions, please contact the RFP Contact identified in Section 3 of the RFP, "Key Information about this RFP".

NOTE: CMS owns and supports the State's technology infrastructure and will be a partner with IDOR in this procurement and installation process. It should be understood that wherever IDOR is mentioned, CMS is an implied partner.

NOTE: VIP (Visionary Integrated Professionals Inc) assisted IDOR in drafting some of the specifications for this RFP. This vendor is precluded from submitting a proposal for this RFP.

1.3 SUMMARY OF SERVICES REQUIRED:

The Illinois Department of Revenue (IDOR) uses a variety of legacy computer applications running on different hardware platforms to administer over 70 taxes. The IDOR is seeking to replace its antiquated tax administration systems with a Commercial Off-The-Shelf (COTS) integrated tax processing package, the infrastructure required to properly support it, and the services necessary to ensure a successful implementation.

Recognizing the importance of data conversion and business process reengineering efforts underlying the success of a technology implementation of this size and scope, in addition to the COTS implementation, as part of this RFP, IDOR is seeking to augment its internal staff efforts in these areas

IDOR is seeking bids from qualified vendors who can provide:

1.3.1 A COTS ITS that supports the core business processes of a statewide revenue agency.

1.3.2 The services necessary to specify the hardware and additional related software to support the COTS solution at the service levels defined in section 4.3 of the RFP. IDOR, in conjunction with the Illinois Department of Central Management Services, will determine at the time the contract is awarded whether to purchase these items and related installation from the COTS ITS vendor or to obtain the hardware and additional related software in one or more separate procurements.

1.3.3 The services necessary to reengineer existing IDOR procedures (Business Process Reengineering or BPR) to conform to the process methodology native to the COTS ITS across all taxes to the maximum extent possible.

1.3.4 The services necessary to install, configure, and customize if necessary, the COTS ITS to conform to the business rules and requirements of IDOR, as well as any procedural idiosyncrasies identified during the BPR review described in section 1.3.3.

1.3.5 The services necessary to convert/import certain legacy data to the COTS ITS to enable ITS users to process returns and service taxpayers without needing to refer to the legacy applications, in most cases.

1.3.6 The services necessary to train end users in the use of the ITS using a train the trainer approach, and the services necessary to train IDOR technical staff to perform all functions needed to support the ITS at IDOR once Vendor technical staff have completed the installation, configuration, and customization described above.

1.3.7 The services necessary to completely document the ITS as installed, configured, and customized for IDOR including business rule documentation, technical support documentation, operational documentation, and end user documentation.

1.3.8 Continued development, maintenance, and support of the COTS solution for the length of the contract.

2. DEFINITIONS

Whenever used in this RFP, contract, or amendment, including schedules and exhibits to this RFP or Contract, the following terms will have the meanings defined below. Any objections or questions regarding the definitions should be raised with the Agency/Buyer during the RFP process.

2.1 **Acceptance:** the point in time when the product or equipment has been installed and operates in compliance with the Agency/Buyer's order and the Contract, or the State otherwise indicates acceptance in writing.

2.2 **Affiliates:** any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Vendor.

2.3 **Agency/Buyer:** the agency, board, department or commission of State government responsible for entering into the Contract, monitoring performance, receiving the benefits derived from the Contract and making payments under the Contract.

2.4 **Certified:** The status of receiving certification as a disadvantaged, minority or woman business enterprise by a governmental agency or private organization that provides such certifications, e.g., CMS Business Enterprise Program (BEP), the Illinois Unified Certification Program; the City of Chicago, Illinois; the National Minority Supplier Development Council; the Women's Business Development Center; the U.S. Small Business Administration, etc.

2.5 **Change of Control:** any transaction or combination of transactions as a result of which (a) ownership of a vendor changes, (b) the sale or transfer of fifty percent (50%) or more of the beneficial ownership occurs or, (c) the divestiture, in whole or in part, of the business unit or division of a party that is obligated to produce the products and services occurs.

2.6 **CMS:** the State of Illinois Department of Central Management Services and any successor organizations.

2.7 **Code:** the Illinois Procurement Code, 30 ILCS 500/1-5 et seq. Unofficial versions of the Code and Standard Procurement Rules (44 Ill. Adm. Code 1), which are applicable to this procurement, may be viewed at **http://www.purchase.state.il.us/**.

2.8 **Contract:** the "Contract for Services" included with the State's Request for Proposals.

2.9 **Confidential Information:** any material, data, or information disclosed by either Party to the other that, pursuant to agreement of the parties or the State's grant of a proper request for confidentiality, is not generally known by or disclosed to the public or to Third Parties including, without limitation: (a) all materials, know-how, processes, trade secrets, manuals, confidential reports, services rendered by State, financial, technical and operational information, and other matters relating to the operation of a Party's business; (b) all information and materials relating to Third Party vendors of State that have provided any part of State's information or communications infrastructure to State; (c) software; and (d) any other information that the Parties agree should be kept confidential. See also subsection 7.2.7 of Section 7 of this RFP, "Public Records and Requests for Confidential Treatment."

2.10 **Filing:** where applicable, an instrument or document submitted to a regulatory body for review and approval to allow the Vendor(s) to make the Services contained therein available for consumption.

2.11 **ILCS:** Illinois Compiled Statutes. An unofficial version of the ILCS can be viewed at **http://www.legis.state.il.us/legislation/ilcs/ilcs.asp**.

2.12 **Offer:** the Offer consists of the Technical Proposal, Price Proposal, and all required forms and certifications—completed, signed, and returned by the Vendor.

2.13 **Offer Firm Time:** offers shall remain firm and unaltered after opening for the number of days shown. An Offer may be accepted, subject to successful contract negotiations, at any time during the Offer Firm Time.

2.14 **Order:** any written request from CMS or an Agency/Buyer for services and/or products and/or equipment pursuant to this Contract.

2.15 **Parties:** the State of Illinois and the Vendor.

2.16 **Performance Guarantee:** the Vendor's commitment to place some or all of its fee at risk contingent upon the Agency/Buyer's satisfaction with the work to be performed.

2.17 **Professional & Artistic Services:** those services provided under contract to a State Agency by a person or business, acting as an independent contractor, qualified by education, experience and technical ability including, without limitation, installation, implementation, integration, custom programming, conversion, training, consulting and any other similar services that may be provided by Vendor(s) independently or in conjunction with a Third Party hereunder.

2.18 **RFP/RFP P&A:** the State's Request for Proposals (Professional & Artistic Services, if applicable).

2.19 **Responses:** when used in association with the term "RFP" refer to the Vendor's (s') replies, clarifications, revisions, and additions to the State's Request for Proposals.

2.20 **Security:** the Vendor may be required to provide/offer security (e.g., bond, cashier's check, money order or irrevocable letter of credit) with the Offer and performance security within ten (10) days of acceptance of the Offer unless a different time is specified herein. Security shall be in the form of a bond unless otherwise agreed. In the event a bond is used, a surety licensed to do business in Illinois must issue the bond on a form acceptable to the Agency/Buyer. The security shall be forfeited if the selected Vendor withdraws its Offer before the expiration of the Offer Firm Time or after the Agency/Buyer issues a Notice of Intent to Award, does not honor the terms in its Offer, or does not negotiate contract terms in good faith. Security submitted by Vendors will be returned when the Offers expire, are rejected, or the Agency/Buyer enters into a contract with the successful Vendor, whichever is earliest.

2.21 **State:** the State of Illinois, as represented through any agency, department, board, or commission.

2.22 **State Facility:** any facility, site or location owned, managed, controlled or operated by the State.

2.23 **State Liaison:** when applicable, the CMS employee who shall act as a centralized liaison between Vendor(s) and Agency/Buyer with respect to all matters relating to the administration of this Contract.

2.24 **Third Party:** any entity other than the Agency/Buyer, Vendor(s), or any of the respective affiliates.

2.25 **State Standards for Hardware and Software:** Hardware and Software that the State has deemed to have Life Cycle states of 'Target', 'Proof of Concept', 'Standard', 'Supported', Not Supported', 'Legacy' and 'Retired' . These products can be found at http://www.standards.illinois.gov. You may log into the system by entering 'guestofstate' in the User Name field and 'illinois' in the password field. For additional system issues, use the email link at the bottom of all pages. This pertains to any and all items that will run on the State's Infrastructure.

2.25.1 Once in the system, click on the 'Products' icon. Select the 'Life Cycle' radio button. From the drop down list select the appropriate item and click the search button at the bottom of the page. The results will be viewed by pages. If the user

wishes to see all items at once, they can click on the 'List All' link at the end of the paging section near the bottom of the page. The results can be sorted by any of the column headings.

3. KEY INFORMATION ABOUT THIS RFP

3.1 REFERENCE NUMBER: IDOR ITS FY06

3.2 RFP CONTACT: The RFP Contact, identified below, is the sole point of contact regard ing the RFP from the date of issuance until selection of the successful Vendor.

Carrie Leininger
Illinois Department of Revenue
Willard Ice Building
101 West Jefferson
Springfield, IL 62702
Telephone: 217-785-4025
Fax: 217-524-2552
E-mail: Cleininger@revenue.state.il.us

The RFP contact, identified below, is the sole point of contact regarding Attachment E Minority, Female, Persons with Disability Status and Subcontracting from the date of issuance until selection of the successful Vendor.

Nancy S. Quoss
Illinois Department of Central Management Services
100 W. Randolph Street, Suite 4-500
Chicago, Illinois 60601
Telephone: 312-814-1589
Fax: 312-814-6664
Email: nancy.quoss@Illinois.gov

3.3 QUESTIONS: Please direct all questions (and requests for American Disabilities Act accommodations) to the RFP Contact. Do not discuss this RFP with any person other than the Project Contact. Questions received less than seven calendar days prior to the due date and time may be answered at the discretion of the Agency/Buyer. When the answer to a question regarding the RFP may result in a material change to the RFP, we will respond in writing. In that case, we will either send the answer to all eligible recipients of the RFP or post the answer in the Illinois Procurement Bulletin, which may be viewed at http://www.purchase.state.il.us/. Only written answers to questions will be binding on the State.

Note: Questions may be electronically submitted to the IDOR Contact Person prior to the Vendors Conference. These questions will be addressed at the Vendors Conference, and the answers will be posted on the Illinois Procurement Bulletin Board, which may be viewed at http://www.purchase.state.il.us/

3.4 SUBMISSION DEADLINE AND PROCUREMENT TIMETABLE: The following dates are set forth for informational and planning purposes; however, the Agency/Buyer reserves the right to change the dates.

Issue RFP	May 10, 2006
Vendor Conference	May 19, 2006 10:00 a.m.
Written Questions due to IDOR	May 24, 2006 by 5:00 p.m.

Answers to Questions posted	May 31, 2006
Due Date and Time for Offers	June 12, 2006 2:00 p.m.
Opening Date and Time	June12, 2006 2:00 p.m.
Post Names of Vendors Who Meet the Minimum Qualifications	July 5, 2006
Price Proposal & Utilization Plan for selected Vendors due	July 10, 2006 5:00 p.m.
Selected Vendor Presentations	July 10 thru July 14, 2006
Anticipated Announcement of Successful Vendor	August 14, 2006

3.5 **VENDOR CONFERENCE:** A **Vendor Conference will be held on May 19, 2006, at 10:00 a.m.**, central time, at the JR Thompson Center. The JR Thompson Center is located at **100 West Randolph, Chicago, IL.** The purpose of the Vendor Conference is to discuss with prospective Vendors the work to be performed and allow prospective Vendors an opportunity to ask questions regarding the RFP. Oral discussions at the Vendor Conference will not be considered part of the RFP unless confirmed in writing by the Agency/Buyer and incorporated into this RFP. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. A copy of the questions and answers will be posted on the Illinois Procurement Bulletin, which may be viewed at http://www.purchase.state.il.us/.

3.6 **NUMBER OF COPIES:** Submit a signed original and 10 copies of the Offer in a sealed envelope or container. (Pricing must be sealed separately from the technical portion of your proposal.) (The Utilization Plan – response to Attachments E and F – must also be sealed separately from the technical portion and from the pricing portion of your proposal.)

NOTE: The Price proposal and Utilization Plan will be due on July 10, 2006 @ 5:00 p.m.

Electronic Format Requested: CD-ROM or 3.5" diskette (one for technical proposal and functional matrix, and one for price proposal sealed in separately as directed)

3.7 **SUBMIT OFFERS TO:**

Illinois Department of Revenue
Attn: Cathy Hubbs, MC 6-100
101 West Jefferson
Springfield, IL 62702
c/o Revenue Integrated Tax System – IDOR ITS FY06
Due Date: June 12, 2006 @ 2:00p.m. (CST)
Note: Only the Technical Proposal & Function Matrix responses are due on this date. The Price Proposal and Utilization Plan will be due on July 10, 2006 @ 5:00 p.m.

3.8 OPENING: The State will open all offers that are submitted in a proper and timely manner, and will record the names and other information specified by law and rule. All offers become the property of the State and will not be returned except in the case of a late submission. [Offers will be opened at the Submission Location or Offers will be opened at the below address:]

Agency: Illinois Department of Revenue
Location: Willard Ice Building
101 West Jefferson
Springfield, IL 62702

3.9 BID BONDS OR OTHER SECURITY:

Offer: $500,000.00 Performance: $500,000.00

We will accept cashier's checks, money orders or irrevocable letters of credit for bonds unless a bond is specifically required by law.

3.10 OFFER FIRM TIME:

180 Days from Opening

3.11 PROTEST REVIEW OFFICE:

ILLINOIS DEPARTMENT OF REVENUE
Attn: Sam Sandoval, MC 6-100
101 WEST JEFFERSON
SPRINGFIELD, ILLINOIS 62702

Phone: 312-814-3837 CHICAGO
217-782-5414 SPFLD

3.12 SMALL BUSINESS SET-ASIDE: ☐ Yes ☒ No. If "Yes" is marked this has been set-aside for award to small businesses in Illinois (30 ILCS 500/45-45). A small business (including affiliates) has annual sales for its most recently completed fiscal year less than (1) $10,000,000 for a wholesaler; (2) $6,000,000 for a retailer or business selling services; (3) $10,000,000 for a construction business; and (4) must have less than 250 employees if a manufacturer. For complete requirements, contact the CMS Small Business Specialist at 217-782-4705, TDD 800-526-0844.

3.13 MINORITY, FEMALE AND PERSONS WITH DISABILITY SUBCONTRACTING: This solicitation contains Attachment E to implement the State's goal of including businesses owned and controlled by minorities, females and persons with disabilities in the State's procurement and contracting processes. Please refer to Attachment E for a detailed description.

4. PRODUCTS AND SERVICES REQUIRED FROM THE VENDOR

The Agency/Buyer will detail the specific requirements and needs for which the Contract is to address. This section will include the Agency/Buyer's needs, goals and requirements as well as any other specifications. This information should be used by the Vendor to prepare its Offer and will also constitute the terms of the Contract.

4.1 Need for Products and Services

The Illinois Department of Revenue (IDOR) currently uses a variety of legacy computer applications running on a number of different hardware platforms to administer over 70 state taxes. The IDOR is seeking to replace a number of these old tax administration systems, which supports 40 tax types with a Commercial Off-The-Shelf (COTS) integrated tax processing solution (ITS) and the infrastructure required to support it.

4.2 Goals and Objectives

4.2.1 Replace existing applications and related hardware used to administer taxes by the IDOR with a single COTS ITS solution that supports IDOR's core business processes. The ITS solution and related infrastructure should simplify application administration; improve data quality and access for users; increase voluntary compliance and collections; and reduce both operational and technology maintenance costs. Major components of the ITS will include:

4.2.1.1 New Application(s) – The COTS ITS solution should be an n-tier, Generally Accepted Accounting Principles (GAAP) compliant, rules based, online, real-time (OLRT) system that supports all of IDOR's primary business processes including:

4.2.1.1.1 a comprehensive registration system;

(see function 1.1.1.5 in the Function Matrix)

4.2.1.1.2 a state-of-the-art financial management system for taxpayer and revenue accounting; (see function 1.1.1.6 in the Function Matrix)

4.2.1.1.3 a flexible case management system usable independently by various areas within IDOR including Audit, Collections, Hearings and Appeals, Legal, and others;

(see function 1.1.1.7 in the Function Matrix)

4.2.1.1.4 comprehensive workflow routing, monitoring and management capabilities; (see function 1.1.1.8 in the Function Matrix)

4.2.1.1.5 taxpayer, tax, and case centric views of the same data, simultaneously to multiple users;

4.2.1.1.6 a correspondence and noticing generation and correspondence tracking system; (see function 1.1.1.9 in the Function Matrix)

4.2.1.1.7 powerful, flexible query and reporting capabilities for creation of standard reports and periodic ad hoc reports; (see function 1.1.1.10 in the Function Matrix)

4.2.1.1.8 and the system must be capable of scaling to a minimum of 200% of the data and transaction volumes anticipated at the time of implementation. (see section 4.13 of this RFP)

4.2.1.2 Service Levels - IDOR maintains a negotiated Service Level Agreement with CMS that addresses the performance expectations of its IT infrastructure. Within that SLA application performance metrics are specified at levels necessary for our Users to remain productive. The COTS ITS vendor will be required to provide a list of specific hardware and software components needed to maintain the following performance levels given the system sizing parameters listed in Section 4.13. The vendor should reference the CMS Technology Standards Taxonomy where applicable. Adherence to current State Standards is suggested, but not mandatory.

System Availability Target	99.% (general system availability 24 hours per day 7 days per week)
Number of Unplanned Incidents	<2 per year
Total Unplanned Downtime	< 30 minutes per incident
Percent of Processing Cycles Started On Time	98%
User Transaction Response Time	0.5 second avg, 90% of the time.

4.2.1.3 Technology Infrastructure - The solution that you are proposing should be able to integrate/interface with the following State Standard Building Blocks:

- **Building Blocks (Target, Proof of Concept or Standards**
- **Desktop OS** (XP Professional (Standard), Vista (Target))
- **Email** Groupwise / Outlook (Standard)
- **End User Computing –** Excel Spreadsheet
- **End User Computing –** Microsoft Word Processing
- **Relational Database**
  - **Wintel** - DB2 8.1 (Standard), 8.2 (Target), SQL Server 2000 (Standard), 2005 (Proof of Concept)
  - **Midrange** – DB2 8.2
  - **Mainframe** – DB2 7.1 (Standard), 8.2 (Target)
- **Server**
  - **Wintel** – HP Proliant
  - **Midrange** – IBM P series
- **Mainframe** – IBM Z series

4.2.1.4 Input/Output Interfaces – IDOR intends to make optimal use of the native I/O capabilities of the COTS. To extend those native capabilities, separate projects are underway or planned to make major improvements to IDOR's capability for receiving and sending tax information, including enhanced interactive voice response (IVR) capabilities; document scanning and Optical Character Recognition (OCR) data capture capability, Internet services, and a Data Warehouse (DW). The ITS must be capable of being easily interfaced with these improvements as they occur. (see functions 1.1.1.17 & 2.11 in the Function Matrix for more information)

4.2.1.5 Other Interfaces – Portions of some legacy applications and existing sources of tax information (including other State Agencies, other States, Federal agencies and third parties) will need to be interfaced with the ITS. (see functions 1.1.1.17, 2.11, & 2.12 in the Function Matrix for more information. A detailed list of interfaces will be available at the vendor's conference and posted to the Illinois Procurement Bulletin.)

4.2.1.5.1 At the current time, IDOR is utilizing an onsite, CMS controlled data center, containing an IBM 9672-R26 mainframe, running Z/OS V1.4, DB2 V7.1, XCOM V3.1, IAM V8.0 and FTP. Our legacy applications consume considerable quantities of VSAM (IAM) and DB2 resource. To provide an electronic query and update capability to our staff and internet users, we utilize Attachmate Extra V6.2, IBM MQSeries V5.3 and MS Host Integration Server 2000 V5.0. In the very near future, we will be implementing IBM DB2 Connect V8.2.

4.2.1.6 ITS Operational Database – All data required to support the ITS will be stored in a centralized data repository. This operational database will support all ITS applications and provide the central point of integration for all system functionality. The database will be based upon the use of ODBC compliant relational database technology and support multiple data types, including data, voice, and images. (see function 1.1.4 in the Function Matrix for more information.)

4.2.1.7 To meet the SLA requirements of the ITS, the ITS will also include a near real-time centralized data repository that will provide an image of the operational system to provide a seamless, failsafe DB replacement in the event of a catastrophic failure of the operational database. During normal operation, the Backup, Query, & Reporting (BQR) Database will support creation of operational reports and related queries without impacting the performance of the Operational Database. The BQR Database will also interface with other databases containing collected data from a variety of other internal and external sources to help analyze tax compliance, enhance IDOR legislative research and reporting efforts, and provide the data to perform sophisticated business analytics and general management reports. (see function 1.1.4 in the Function Matrix for more information)

4.2.2 Business Process Reengineering - Reengineer existing processes to maximize utilization of native application functionality while minimizing the processing differences between taxes. IT improvements and business process reengineering efforts are synergistic and must be closely aligned. The result of this initiative will be an integrated, modern technology infrastructure that includes a COTS ITS that effectively utilizes the State's telecommunications and data networks. (function 1.1.1.18 in the Function Matrix for more information).

4.2.3 Implementation - Install, configure and customize if necessary, the COTS ITS to conform to the business rules and requirements of IDOR, as well as any procedural idiosyncrasies identified during the BPR review described in section 4.2.2. (see function 1.1.2 in Function Matrix for more information)

4.2.4 Data Conversion - With IDOR support, convert/import selected data from legacy applications to minimize the need to refer to legacy applications once a given tax is converted to the COTS ITS. To date, an in-house conversion team has been assembled and charged with the responsibility of investigating and accumulating data from all systems affected by each implementation phase of the ITS. The internal conversion team is comprised of a team leader, information systems personnel (6), and users from service and processing areas (12).

This internal team will complete the tasks of data identification, investigation and purification prior to the COTS selection to expedite the conversion effort.(function 1.1.1.1.19 in Function Matrix for more information)

4.2.5 Training - Train IDOR Business Analysts to support the ITS, and train trainers that will be responsible for end user training. (see function 1.1.1.21 in Function Matrix for more information)

4.2.6 Documentation - Completely document the ITS as installed, configured and customized for IDOR including business rule documentation, technical support documentation, operational documentation, and end user documentation.

4.2.7 Project Management - Develop a strong, productive working relationship between the Vendor and IDOR/CMS.

4.2.7.1 The vendor may enter into subcontracts with other entities, if necessary, to provide the full range of service and product deliverables necessary for meeting the goals as detailed within the scope of the RFP.

4.2.7.2 IDOR must enjoy a strong relationship with a vendor that is a qualified COTS ITS provider if IDOR is to achieve the goals and objectives for the ITS. The relationship that IDOR structures with its COTS ITS provider and the services that it procures must fulfill IDOR's IT, revenue enhancement, and cost control objectives as set out in the ITS Business Plan. These objectives also include the business process reengineering that is needed in order to transform the current environment over time into the environment best suited to achieve IDOR's revenue enhancement and cost reduction goals. Each element of the Vendor's response and proposal will be viewed with these considerations in mind, and IDOR alone is responsible for the final determination of the qualifications of each bidder.

4.2.8 It is also the goal of this procurement that the selected vendor will achieve a minimum percentage of the total contract of __% for participation by businesses owned and controlled by minorities or females or by businesses owned and controlled by disabled persons (as defined in Attachment E).

4.3 Products, Functionality, and Services Required

4.3.1 Software Solution - Requirements regarding the COTS product functionality and SLAs are described in and are to be responded to in the Microsoft Excel file named:

"IDOR ITS RFP Function Matrix.XLS"

that was provided with the RFP. Instructions for responding to each requirement are provided in the spreadsheet. Your response must be made in the spreadsheet and a copy of the spreadsheet on a 3.5" diskette or a CD must be included with your response to the RFP. Replies received in any other format will not be considered.

4.3.1.1 The vendor must supply information on how maintenance and patches will be applied or backed out if problems arise.

4.3.1.2 Vendor must explain how the information on applying maintenance and patches will be communicated and who the State is to contact about support of the changes.

4.3.1.3 The Vendor must explain the warranty of all maintenance and patches.

4.3.2 Reporting Capabilities - Each bidder is asked to submit a list of all of the standard reports available in their COTS ITS; report creation and printing options, including but not limited to scheduling, filtering, sorting and grouping; and samples of each report. This list of reports and printing options must be provided in a Microsoft Word file named:

"IDOR ITS RFP Standard Reports.DOC"

on a 3.5" diskette or a CD included with your response to the RFP. Replies received in any other format will not be considered. Sample reports may be provided in hard copy or in .doc or .pdf formats on the same media with the report and option list described above.

4.3.3 Interface Design. Describe in technical detail how the temporary and permanent interfaces between the ITS and our legacy applications will be handled in IDOR's ITS implementation. Specify the additional software and/or hardware tools you will need and describe the techniques and methods to be developed

4.3.4 System Architecture Design and Configuration - Each bidder is required to provide a detailed design and inventory of the infrastructure required to meet the requirements and SLAs detailed in section 4.2.1.2 of the RFP, from desktop PC's through the Database and it's host. This inventory must match the inventory provided with the pricing information requested in section 5.3.1. The vendor need <u>not</u> design beyond the network interfaces. Alternate power considerations and disaster recovery specifications are the responsibility of CMS. The vendor

should provide an explanation of deviations from the State Standards referenced in sections 2.24 and 4.2.1.3.

4.3.4.1 Vendor must state the maximum number of concurrent users the system will support.

4.3.4.2 Vendor must state that, at a minimum, the system will support 3,000 internal and 25,000 external concurrent users.

4.3.4.3 Vendor must state the maximum number of total users the system will support.

4.3.5 Business Process Reengineering (BPR) and Change Management -

IDOR's goal is to reengineer business processes to maximize use of native COTS functionality thus minimizing the need to create custom solutions outside the COTS ITS. Each bidder will provide a comprehensive description of its business process reengineering and change management strategies in support of this objective including detailed descriptions of successes and failures it has encountered in past engagements involving BPR and Change Management in similar COTS implementations.

4.3.6 Project Management and Quality Assurance –

4.3.6.1 Each bidder shall describe the project management approach it employs in the installation, configuration, implementation, customization, and testing of its COTS products at client sites. Specifically, the bidder shall describe the approach proposed for the creation of and for performing quality assurance (QA) of all project documentation/artifacts, requirement traceability, integration testing, system testing, regression testing, data conversion testing, and bug reporting/tracking. The proposal shall also include a discussion of the bidder's approach to configuration, recovery, security, performance and stress/load testing.

4.3.6.2 Each bidder shall describe the approach it employs for the following specific project management topics:

- Communication Plan
- System Training (Information Technology Bureau Training for on site operations, maintenance, configuration, and customization)
- Train the Trainer Training (End User Training)
- Transition Planning and Execution

4.3.6.3 Vendor must explain how the defect tracking process works, and average time to resolution of a defect.

4.3.6.4 Vendor must explain how their change management process works

4.3.7 Risk Management - Each bidder shall describe how it manages identification and tracking of risks, their detailed risk mitigation strategies, issue tracking, change management, and weekly project status reports to IDOR.

4.3.7.1 Vendor must explain the process to request, approve, and cancel change requests

4.3.7.2 Vendor must explain how they will manage changes that the State has procured in respect to source code management and how the changes will be incorporated into further versions of the software that the State may or may not acquire.

4.4 Milestones and Deliverables

4.4.1 A Five Phased Approach to ITS/Implementation is envisioned:

Requirements regarding implementation: each bidder is asked to provide a timeline for implementation of their solution, if taxes are converted in the order shown below.

4.4.1.1 Phase 1 – Delivery & Installation of the COTS product

4.4.1.2 Phase 2 – Registration & Collection functionality for all taxes, Business Income Tax

4.4.1.3 Phase 3 – Individual Income Tax and Withholding Income Tax

4.4.1.4 Phase 4 – Sales & Use Taxes, including Retailers Occupation Tax, Illinois Individual Use Tax, Pre-paid Sales Tax, Automobile Renting Tax, Tire User Fee, all vehicle taxes, County Motor Fuel Tax, Soft Drink Tax, Metropolitan Pier and Exposition Authority (MPEA), Metro East Transit District (MED), and Regional Transit Authority (RTA)

4.4.1.5 Phase 5 – Excise Taxes, including Electricity, Liquor, Cigarette, Tobacco, Hotel/Motel, Gas, Energy Assistance, Telecommunications, Qualified Solid Waste, Dry Cleaner License Fee, and Coin Operated Amusement Device

4.4.2 Applications for Retirement (by Phase)

4.4.2.1 Phase 2: The Business Income Tax (BIT) and Integrated Collection System (ICS) will be converted to the ITS in Phase 2. In addition, registration data for all taxes currently maintained in IDOR's Integrated Registration Information System (IRIS) will be converted to the ITS. To support the tax applications that rely on IRIS that have not been converted to the ITS, an interface will be created from the ITS to IRIS to avoid the need to build individual interfaces to each of those tax applications. IDOR will be responsible for creating the necessary interfaces to the ITS to support the Collections, Audit, and Registration functions for all taxes not included in Phase 2.

4.4.2.2 Phase 3: Individual Income Tax (IIT) and Withholding Income Tax (WIT).

4.4.2.3 Phase 4: Sales Tax

4.4.2.4 Phase 5: Excise Tax (ETS & MTN)

4.5 Reporting, Status and Monitoring Specifications

4.5.1 Vendors are responsible for the faithful performance of the contract and shall have internal monitoring procedures and processes to ensure compliance.

4.5.2 The State reserves the right to monitor and track Vendor's performance over the course of the contract including any warranty term. The information gathered may be used in administration of the contract including payment and may be used when evaluating the Vendor during future procurements.

4.5.3 As deemed necessary and appropriate by the State, the State and the Vendor will work together to develop a performance scorecard with conditions, milestones, requirements, or timetables that must be met before additional steps may be taken, or payment is due. The scorecard may additionally record matters related to price, service, quality and other factors deemed important.

4.5.4 The Vendor shall cooperate with the State in this monitoring and tracking activity, which may require that Vendor report progress and problems (with proposed resolutions), provide records of its performance, allow random inspections of its facilities, participate in scheduled meetings and provide management reports as requested by the State.

4.5.5 Vendors are responsible to comply with the requirements for monitoring and reporting as defined in Attachment E.

4.6 Staffing Specifications

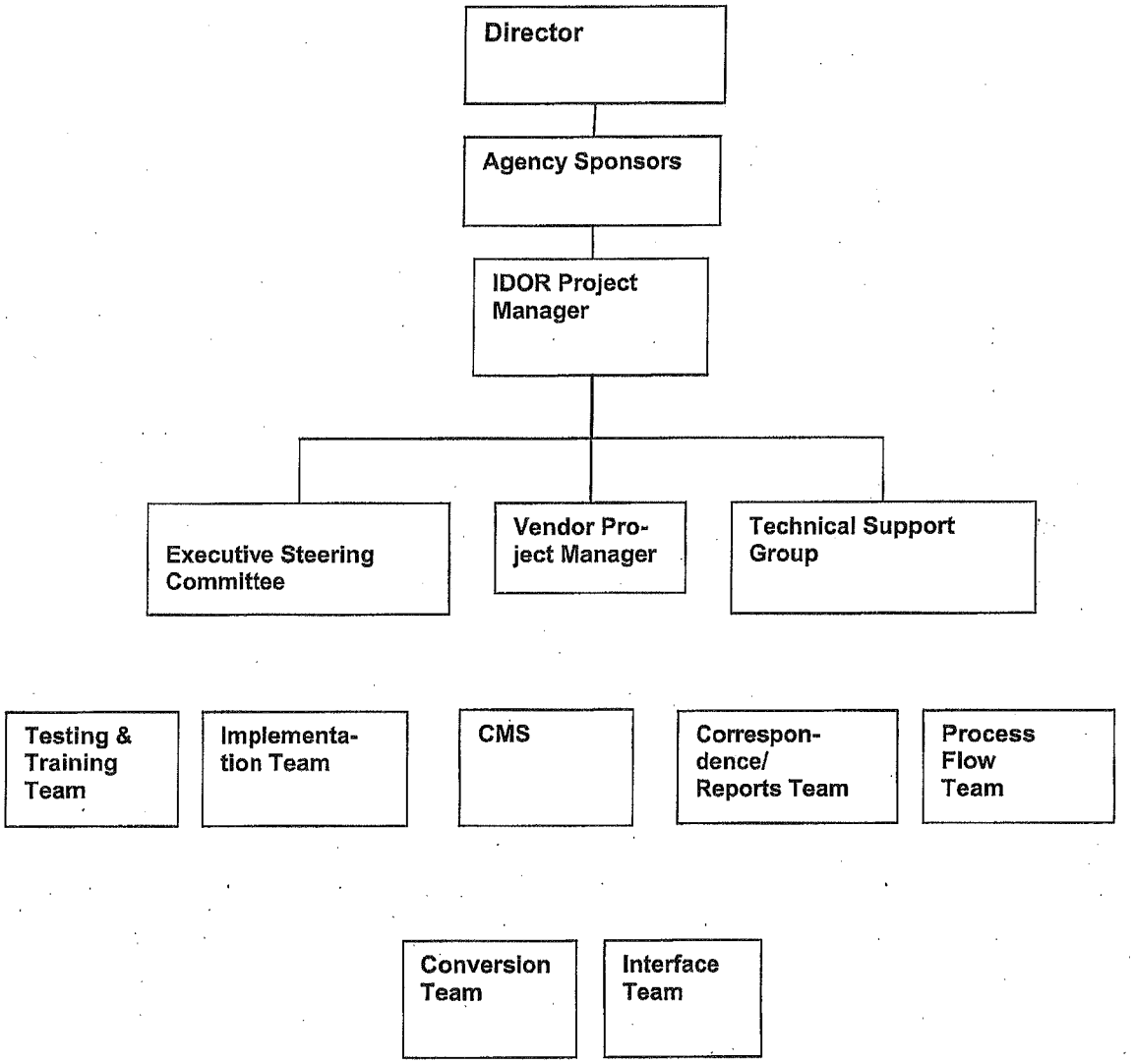
4.6.1 Bidder will provide the names and qualifications of the project manager and each of the project leads they propose, the percentage of their time that will be devoted to the IDOR ITS project plus the dates (date range) each of them will be on site at IDOR during the project. IDOR reserves the right to approve any replacement of project manager or project lead.

4.6.2 Bidder will provide an inventory of staff by functional role, the numbers of each, the periods during which they will be working on the project on site and the periods during which they will be working on the project off site, if any.

For example:

Functional Role	# of staff	Start Date	End Date
Business Analyst II	4	July 2006	August YYYY
Business Analyst I	2	July 2007	August YYYY
Data Conversion Analyst III	3	July 2006	June YYYY
Data Conversion Analyst III	1	July 2008	December YYYY
Data Conversion Analyst I	2	July 2006	December YYYY

4.6.3 Proposed IDOR staffing is detailed in the following chart:



4.7 Where are Services to be performed?

Illinois Department of Revenue
101 W Jefferson St
Springfield, IL 62702

4.8 Other Specifications

4.8.1 Experience - Bidders must have demonstrated skills and a proven history in providing COTS solutions, including all related products and installation, and the related project/program management for large, multi-phased projects prior to being selected to provide the services requested herein.

4.8.1.1 Communication Plan - The vendor must facilitate and ensure thorough communication between all project participants and stakeholders throughout all phases of the effort. Please provide a description of how you have provided this type of service in the past, including successes, failures, lessons learned.

4.8.1.2 System Training (IT) - The vendor must provide comprehensive user training for a minimum of 50 IDOR employees envisioned by the department as potential system supporters. The vendor will develop and deliver training to IDOR/CMS project staff, hardware, software and network support staff, and operations staff in the use and support of the potential vendors' (and third-party supplied) methodologies, automated tools, system software and application software. Please provide a description of how you have provided this type of training in the past

4.8.1.3 End User Training - The vendor will develop and deliver "train the trainer" programs to a minimum of 15 selected IDOR employees to train end users within IDOR. Please provide a description of how you have provided this type of training in the past .

4.8.2 Transition Planning and Execution - The IDOR/CMS technical staff will need the expertise to apply program fixes, install updates, maintain the application tables, configure the application, and develop and maintain custom code. With this in mind, it will be necessary for IDOR/CMS personnel to have meaningful roles in every aspect of the installation process: design, installation, configuration, modification, conversion planning, training development, training and actual conversion. The IDOR/CMS technical staff will also lend helpful insight into specifics of legacy applications. The prospective vendor will provide detailed planning specifics describing how it has provided this type of mentoring in the past, including successes, failures, lessons learned, and a description of how you intend to incorporate the IDOR staff into the process.

4.8.3 Reference requirements as described in Attachment C of the RFP are modified as follows - Each bidder must provide organization names, contact names, addresses, phone numbers, and email addresses for three references where they have installed:

4.8.3.1 The COTS ITS product being proposed for IDOR in response to this RFP in production environments, the beginning and completion dates of each project, the number of taxes implemented, and a self evaluation of the success of each project, **<u>or</u>**

4.8.3.2 If the ITS being proposed for this project has not been installed in at least three production environments, please provide the same information requested above for similar projects involving another COTS product you have installed, a description of the COTS product in-

stalled and how they are similar as well as how they are different from the ITS being proposed for the RFP.

4.8.4 Escrow Agent

The Vendor agrees to keep and maintain current, a copy of all software source code for the COTS product and every customization developed for IDOR with an acceptable escrow agent. This escrow agent is to be mutually agreed upon by the Bidder and the State. An escrow agreement is to be established between the Bidder and the escrow agent and submitted to the State for approval prior to the signing of this contract. The escrow agent shall be paid by the Vendor and shall be authorized to release the source code to the State in instances of the Vendor's cessation, for any reason, to do business, to support this application as installed at IDOR, or breach of this contract with the State. In such an instance, the escrow agent is to release the source code within fourteen (14) calendar days upon notification by either the Vendor or the State. If the software source code placed in escrow is determined to not be the most current version, the Vendor will provide the most current version to the State within three (3) calendar days of notification by the State. The State shall be granted all rights and licenses to continue to use the system installed at IDOR should the Vendor cease to provide maintenance and/or support for any reason.

4.8.5 Warranty Period

Notwithstanding any provision, to the contrary in any Vendor warranty or warranties, the remedies available to the State under this warranty for the COTS software shall include repair or replacement of any listed product and/or item where the defect is discovered and made known to the bidder in writing. This warranty will remain in effect for 12 months following acknowledgement and acceptance of the completed contract by IDOR.

4.9 Term of Contract

The terms of any contract resulting from this RFP shall begin upon execution of a completed contract but not before 07/01/2006. At that time, the Vendor will commence performance of the contract and excluding the warranty period stated above in section, 4.8.3 shall complete performance on or before 06/30/2010, subject to a decision by IDOR whether to extend this date up to and including 06/30/2012. The Bidder acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and the Bidder shall not begin performing work under this contract until notified to do so by the Department. The Bidder is entitled to no compensation for work performed prior to the effective date of this contract.

4.10 Presentations and Site Visits

4.10.1 Presentations

IDOR reserves the right to request vendor presentations during the bid evaluation period. These presentations may be limited to selected vendors and will be scheduled as needed to ensure that IDOR understands and properly evaluates each COTS ITS. Presentations will be made at IDOR in Springfield, Illinois.

4.10.2 Site Visits

IDOR reserves the right to request site visits from the top two bidders. At the time the top bidders are identified, they will be asked to submit three potential site locations from which IDOR will select up to two to visit. These visits will be to

sites that have successfully put the bidder's COTS system, or a similar COTS system, into production and will be for the purpose of enhancing IDOR's knowledge of the bidders' products and their implementations in environments equivalent or similar to IDOR.

4.11 IDOR Tax Administration Definitions

- **Communication:** any verbal, paper or electronic exchange between IDOR and any third party
- **Correspondence:** any paper or electronic communication between IDOR and any third party.
- **Liability:** any amount owed IDOR for one or any combination of tax, penalty, interest, fee, bond, child support, or monies due any other entity where IDOR is responsible for collection of the balance due.
- **Notification:** correspondence to a taxpayer informing him or her that either a liability has been incurred or that there has been a change in the amount of a refund or credit.
- **Overpayment:** Includes all forms of credit memos or credit balances in a taxpayer's account.
- **Return:** All forms and schedules associated with a particular taxpayer's return for a tax type for a specific APE.
- **Taxpayer:** The individuals or entities included on a particular return.
- **Unitary Business Group (Taxpayer):** in general, a group of persons related through common ownership whose business activities are integrated with, dependent upon, and contribute to each other.

4.12 IDOR Tax Administration Acronyms or Acronyms Pertinent to this RFP

- **APE:** Accounting Period Ending, the IDOR term for the time period encompassed by a single tax return for a single tax type. APE's can be annual (yearly), semiannual, quarterly, monthly, bimonthly, or weekly.
- **ART:** Automobile Renting Tax
- **BIT:** Business Income Tax
- **BPR:** Business Process Reengineering
- **BQR:** Backup, Query and Reporting
- **COTS:** Commercial off-the-shelf
- **DW:** Data Warehouse
- **ETL:** Extract, Transform, and Load
- **ETS:** Excise Tax System
- **GAAP:** Generally Accepted Accounting Principles
- **IDOR:** Illinois Department of Revenue
- **ICS:** Integrated Collection System
- **IIT:** Individual Income Tax

- **IRIS:** Integrated Registration Information System
- **IVR:** Interactive Voice Response
- **ITS:** Integrated Tax System
- **OCR:** Optical Character Recognition
- **ODBC:** Open Database Connectivity
- **QA:** Quality Assurance
- **RDB:** Relational Database
- **ROT ST-2** – Sales Tax Returns for Multiple Sites
- **SLA:** Service Level Agreement
- **WIT:** Withholding Income Tax

4.13 Selected Illinois Tax Categories and Registered Taxpayers as of 12/31/2005

ROT ACCOUNTS BY FILING REQUIREMENT:	ACTIVE	INACTIVE	TOTAL
FILING REQUIRED FOR EACH EVENT	49	48	97
SPECIAL QUARTERLY FINANCIAL LIMITS	44	38	82
FILING REQUIREMENT SEASONAL	2	3	5
MONTHLY FILING REQUIRED	130,714	478,869	609,583
QUARTERLY FILING REQUIRED	28,084	178,340	206,424
ANNUAL FILING REQUIRED	90,270	201,914	292,184
FILING REQUIRED FOR EACH TRANSACTION	0	2	2
SPECIAL MONTHLY FINANCIAL LIMITS	133	461	594
SPECIAL ANNUAL FINANCIAL LIMITS	148	219	367
ROT ACCOUNTS IN RESEARCH	2	0	2
UNKNOWN (ALL ROT SITES ARE INACTIVE)	0	3,865	3,865
TOTAL NUMBER OF ROT ACCOUNTS	**249,446**	**863,759**	****1,113,205**

** - TOTAL INCLUDES THE FOLLOWING:	ACTIVE	N/A	N/A
CHANGING LOCATION ACCOUNTS	20,339		
CHANGING LOCATION SITES	136,029		
ST-2 ACCOUNTS (NOT CL)	11,570		
ST-2 SITES (NOT CL)	86,458		
SINGLE LOCATION - MULTI-SITE ACCOUNTS	1,799		
SINGLE LOCATION - MULTI-SITE SITES	4,188		
ACCELERATED ACCOUNTS	2,840		
PREPAID SALES TAX RESELLER ACCOUNTS	45		

BUSINESS INCOME TAX ACCOUNTS BY RETURNS FILED:	ACTIVE	INACTIVE	TOTAL
IL-1120 BUSINESS RETURN FILERS	183,511	332,227	515,738

IL-990-T BUSINESS RETURN FILERS	7,747	4,914	12,661
IL-1041 BUSINESS RETURN FILERS	118,409	285,629	404,038
IL-1065 BUSINESS RETURN FILERS	100,249	215,125	315,374
IL-1120-ST BUSINESS RETURN FILERS	202,474	195,109	397,583
IL-801 BUSINESS RETURN FILERS	8	334	342
TOTAL NUMBER OF BIT ACCOUNTS	612,398	1,033,338	***1,645,736
*** - INCLUDES IL-1120-ES FILERS	46,496	24,825	71,321
*** - ALSO INCLUDES IL-1023-C FILERS	6,643	4,802	11,445

WITHHOLDING TAX ACCOUNTS BY PAYMENT STATUS:	ACTIVE	INACTIVE	TOTAL
ANNUAL	99,467	238,060	337,527
MONTHLY	61,825	197,404	259,229
QUARTER-MONTHLY	49,968	45,933	95,901
QUARTERLY	104,873	297,830	402,703
SEMI MONTHLY	13,159	16,614	29,773
TOTAL NUMBER OF WIT ACCOUNTS	329,292	795,841	1,125,133

ALL IRIS ACCOUNTS BY TAX TYPE:

AUTOMOBILE RENTING TAX	ACTIVE	INACTIVE	TOTAL
ART ART AUTOMOBILE RENTING TAX (ART-1 &)	598	1,744	2,342
ART MPE METRO PIER AND EXPO TAX	134	335	469

BUSINESS INCOME	ACTIVE	INACTIVE	TOTAL
BIT BIT BUSINESS INCOME TAX	612,398	1,033,338	1,645,736
BIT CMP COMPOSITE (IL-1023C)	6,643	4,802	11,445

CIGARETTE TAX	ACTIVE	INACTIVE	TOTAL
CIG CIG CIGARETTE TAX (RC6)	64	230	294
CIG MAN MANUFACTURER (RC6-A	35	24	59
CIG USE USE TAX	65	144	209

COIN OPERATED AMUSEMENT DEVICE	ACTIVE	INACTIVE	TOTAL
CAD CAD DECAL RECIPIENTS	1,908	1,899	3,807

DRY CLEANER	ACTIVE	INACTIVE	TOTAL
DRY DCL DRY CLEANING OPERATOR FEE (DS2)	2,636	64	2,700
DRY DRY DRY CLEANING SOLVENT TAX (DS1)	43	6	49

ELECTRICITY DISTRIB AND INV CAP TAX	VE	INACTIVE	TOTAL
ICT ELE INVESTED CAPITAL TAX - ELECTRY (ICT-4)	25	48	73
ICT GAS INVESTED CAPITAL TAX - GAS (ICT-4)	18	30	48
ICT TEL INVESTED CAPITAL TAX - TELCOMM (ICT-4)	0	909	909
ICT WSW INVESTED CAPITAL TAX - WTR/SWR (ICT-4)	48	91	139

ELECTRICITY EXCISE TAX	ACTIVE	INACTIVE	TOTAL
EET EAC ENERGY ASSISTANCE CHARGE (RG-6)	41	212	253
EET EET ELECTRICITY EXCISE TAX (RPU13)	103	376	479
EET RCE RENEWABLE ENERGY CHARGE (RG-6)	35	212	247
EET RES RESELLERS	17	8	25
EET SAS SELF ASSESSOR GROUP (RPU13)	111	72	183

HOTEL OPERATORS OCCUPATION TAX	ACTIVE	INACTIVE	TOTAL
HMT HMT HOTEL OPERATORS OCCUPATION TAX (RHM-1)	1,953	3,705	5,658
HMT MPE METRO PIER AND EXPO TAX	234	285	519

LIQUOR GALLONAGE TAX	ACTIVE	INACTIVE	TOTAL
LIQ AIR AIRPLANE (RL26-A)	26	21	47
LIQ DIS DISTRIBUTOR (RL26)	377	599	976
LIQ MAN MANUFACTURER (RL26)	1,666	33	1,699
LIQ WHS WAREHOUSEMAN (RL26)	48	64	112

LOCAL GOVERNMENTS	ACTIVE	INACTIVE	TOTAL
GOV CNT COUNTY GOVERNMENT OFFICES	102	0	102

MOTOR FUEL TAX	ACTIVE	INACTIVE	TOTAL
MFT BLN BLENDER	233	852	1,085
MFT BUS BULK USERS (RMFT-5-S)	0	8,498	8,498
MFT DIS DISTRIBUTOR (RMFT-5)	470	6,290	6,760
MFT FLC CONSUMERS	0	15	15
MFT LPG COMPRSD GAS(LIQUID PROPANE) (RMFT-71)	101	304	405
MFT REC RECEIVER (RMFT-5 U)	527	1,646	2,173
MFT SUP SUPPLIER (RMFT-5)	45	2,260	2,305
MFT TNK TANK STORAGE	357	42	399

MOTOR FUEL USE TAX	ACTIVE	INACTIVE	TOTAL
MUT MOR PRE-IFTA	0	3,734	3,734

PREPAID SALES TAX	ACTIVE	INACTIVE	TOTAL
PST PST PREPAID SALES TAX (PST-1 &)	482	1,286	1,768

REPLACEMENT VEHICLE TAX	ACTIVE	INACTIVE	TOTAL
RVT RVT REPLACEMENT VEHICLE TAX (RVT-7)	241	38	279

REV GAS TAX	ACTIVE	INACTIVE	TOTAL
GAT EAC ENERGY ASSISTANCE CHARGE (RPU-6)	52	64	116
GAT GAT REVENUE GAS TAX (RG-1)	121	134	255
GAT RCE RENEWABLE ENERGY CHARGE (RG-1)	47	65	112
GAT RES RESELLERS	8	8	16
GAT USE GAS USE TAX (RG-1)	30	25	55

SALES, SERVICE, USE TAX	ACTIVE	INACTIVE	TOTAL
ROT CMF COUNTY MOTOR FUEL TAX (CMFT-1 &)	311	668	979
ROT MED METRO-EAST MASS TRANSIT DIST	10,056	29,925	39,981
ROT MPE METRO PIER AND EXPO TAX (ST-4 & 7)	2,171	4,077	6,248
ROT RES RESELLERS	24,876	58,085	82,961
ROT ROT RETAILERS OCCUPATION TAX (ST-1 & 2)	249,446	863,759	1,113,205
ROT SDT CHICAGO SOFT DRINK TAX (ST-14)	8,030	17,601	25,631
ROT TIR TIRE USER FEE (ST-8)	4,646	6,815	11,461
ROT VEH VEHICLE DEALER SALES TRANSACTN (ST-556).	7,199	21,587	28,786
ROT VEN VENDING MACHINE DECALS	3,629	6,614	10,243

SOLID WASTE ENERGY CHARGE	ACTIVE	INACTIVE	TOTAL
SWE SWE SOLID WASTE ENERGY CHARGE	29	19	48

TELECOM INFRASTRUCTURE MNT FEE	ACTIVE	INACTIVE	TOTAL
IMF IMF TELECOM INFRASTRUCTURE MNT FEE (RT10).	1,344	1,381	2,725

TELECOMMUNICATIONS EXCISE TAX	ACTIVE	INACTIVE	TOTAL
TEL RES RESELLERS	295	104	399
TEL TEL TELECOMMUNICATIONS EXCISE TAX	1,690	3,449	5,139

(RT-2)..

TOBACCO PRODUCTS	ACTIVE	INACTIVE	TOTAL
TOB TOB TOBACCO PRODUCTS (TP-1)	471	791	1,262

WITHHOLDING INCOME TAX	ACTIVE	INACTIVE	TOTAL
HHE HHE HOUSEHOLD EMPLOYER	966	94	1,060
WIT WIT WITHHOLDING INCOME TAX (IL-941)	329,292	795,841	1,125,133
GRAND TOTAL NUMBER OF IRIS ACCOUNTS	798,885	1,911,557	2,710,442

INDIVIDUAL INCOME TAX	
IIT INDIVIDUAL INCOME TAX FILED IN 2005	5,653,920

** **For more information on the Illinois Department of Revenue and the Illinois tax structure, we encourage you to reference our website, www.tax.illinois.gov, where you will find information on the taxes we administer, forms, publications, the Taxpayer Reference guide, our Annual Report, and tax statistics.**

Documents Processed by IDOR in 2005

Calendar Year 2005	Documents Processed	Percentage Per Month
January	1,209,660	6.97%
February	1,533,696	8.83%
March	2,670,939	15.39%
April	2,436,719	14.04%
May	2,452,579	14.13%
June	980,282	5.65%
July	1,082,935	6.24%
August	1,039,923	5.99%
September	1,108,355	6.38%
October	1,276,047	7.35%
November	880,147	5.07%
December	688,450	3.97%
Total	**17,359,732**	**100.00%**

4.15 Business Process Reengineering

As part of the Integrated Tax Implementation Project, The Illinois Department of Revenue has three business process reengineering objectives: to standardize workflows and business rules across tax types; to maximize workflows by eliminating waste and redundancy; and to reengineer existing IDOR procedures to take advantage of the process methodology native to the chosen COTS ITS.

The Department has identified 251 flows impacted by the implementation of an integrated tax system. These process flows are broken down into the following eight categories:

- Registration – 44 flows
- Original return processing – 18 flows
- Amended return processing – 11 flows
- Exception items (payment transfers, application of credit, etc) – 33 flows
- Creation of Overpayments – 8 flows
- Correspondence – 6 flows
- Collections – 107 flows
- Audits – 24 flows

An internal team of 25 employees consisting of end users, information systems staff and legal staff representing areas within the department began working in to review and verify the 251 current process flows and to envision the "future" process flows. The team is identifying policy issues that need to be resolved prior to system implementation and documenting business rules to aid in configuration of the new ITS. To date, of the 251 documented process flows, 79 current flows (associated with registration, original return, amended return and correspondence) have been reviewed and consolidated to 11 "future" flows.

4.16 Data Conversion Services

The Department of Revenue endeavors to implement an Integrated Tax System (ITS) over a 5-year period. This new ITS will combine registration and demographic information, collection activity information and return processing information from the various separate and independent tax systems into one integrated tax processing system.

To-date, an in-house conversion team has been assembled and charged with the responsibility of investigating and accumulating data from all systems affected by each implementation phase of the ITS. The internal conversion team is comprised of a team leader, information systems personnel (6), and users from service and processing areas (12).

This internal team will complete the tasks of data identification, investigation and purification prior to the COTS selection to expedite the conversion effort.

The conversion activity is expected to include the following:

A. Identification
   1) Identify master files.
      a. File/table name and description
      b. Key fields
      c. Storage Media
      d. Number of records/rows
      e. Data elements with description, format, values
   2) Identify egress and ingress interfaces to systems targeted for conversion.
   3) Load data elements into a data repository
   4) Establish conversion criteria
      a. Detail parameters for data conversion, years, categories and volume
      b. Make provisions for data not converted (purge or archived)

B. Investigation
   1) Investigate values for each data element
      a. Date edits
      b. Numeric edits
      c. Indicator/code edits
      d. Miscellaneous edits
      e. Key Structures
   2) Confirm data element documentation.
   3) Determine if purification is required.

C. Purification
   1) Write, test, and execute programs to clean up and purify data.
   2) Create auditable documentation of corrective activity

D. Mapping
   1) Map legacy data elements into the new database design.
   2) Write conversion rules for data elements
   3) Determine default values for missing fields/values
   4) Write consolidation rules if the same data element is converted from two legacy sources

E. Conversion & Consolidation
   1) Write conversion programs based on the mapping and consolidation rules
   2) Unit test programs
   3) System test
   4) Implementation Plan

F. Testing
   1) Develop a comprehensive test matrix of data elements and account profiles
   2) Write selection programs based on matrix criteria
   3) Populate test regions
   4) Develop test cases in accordance to matrix/selection
   5) Verify the accuracy of data mapping and account presentation
   6) Report and monitor resolution of inconsistencies

Platforms:

The legacy systems are support by both mainframe and LAN based platforms. The following identifies the possible storage media and potential volumes in consideration for conversion:

A Mainframe Systems (approximately 70)

1) DB2
2) VASM
3) Magnetic Media

B. LAN (approximately 250)

1) DB2/UDB
2) Data Flex
3) Fox Pro
4) ACCESS
5) dbase IV

Estimated Volume (more detailed estimates will be made available no later than 14 days after the bidders conference):

A. Mainframe:

1) VSAM- 551 files with 1,094,532,341 records
2) DB2- 580Tables with 481,151,000 rows

B. LAN:

1) 4.7 terabytes of disk storage

4.17 IDOR Interface Information: The Department of Revenue, in order to provide useful information to interested bidders, has compiled a comprehensive listing of current interfaces utilized by the Department. This list is meant to be used as a tool for bidders to garner a more complete understanding of the complexity of our current processes. Based on the amount of interaction that occurs between the various tax systems, Collection system, and Registration system, there may be some additional interfaces not yet identified on this list.

Please see the posted Addendum for the Interface Listing.

5. INSTRUCTIONS FOR PREPARING AND SUBMITTING OFFERS

5.1 GENERAL INSTRUCTIONS:

5.1.1 These instructions prescribe the format and content of the Offer. They are designed to facilitate a fair and uniform review process. Failure to adhere to this format will affect our evaluation and may result in disqualification of the Offer.

5.1.2 The response--completed, signed and returned--will constitute the Offer. A signed original and the designated number of copies of each Offer are required (see Section 3 of the RFP, "Key Information about this RFP"). Failure to submit the required number of copies may prevent the Offer from being evaluated within the allotted time.

5.1.3 Your Offer must provide all information requested and must address all points. Suggested exceptions to requirements and contract modifications, while allowed, are discouraged. The Agency/Buyer is under no obligation to accept exceptions or modifications suggested by the Vendor (or any Third Parties/subcontractors), and any exceptions or modifications will affect our evaluation and may result in rejection. If the Vendor (or any Third Parties/subcontractors) does wish to suggest exceptions or modifications, all such exceptions or modifications must be submitted with the Offer. Offers, including suggested exceptions to requirements and contract modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. The State may require that offers be submitted in electronic form. All terms to which the Vendor does not suggest an exception or modification will be deemed by the Agency/Buyer as having been accepted by the Vendor. Suggested exceptions or modifications shall be made by the Vendor (or any Third Parties/subcontractors) on the relevant page containing the language to be modified or the requirement to which an exception is proposed. If the suggested changes cannot reasonably be made on the relevant page, the Vendor may include specific, suggested exceptions or modifications referencing specific paragraphs of the RFP or Sample Contract for Services on separate pages, and shall attach those pages to the Offer as addenda.

5.1.4 The Offer is divided into two parts: (1) the Technical Proposal and (2) the Function Matrix Proposal. The Technical Proposal response must be submitted in a sealed envelope or container.

5.1.4.1 **The Technical Proposal and Function Matrix** are due at the date and time specified in section 3.7. Ten copies of the Proposal should be submitted in a separate, sealed envelope or container. If multiple envelopes or containers for each Offer are used, the envelopes or containers must be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes or containers must be labeled with the following information: Agency/Buyer's Name and Address, RFP Title and Reference Number, Due Date and Time and Vendor's Name and Address.

5.1.4.2 **The Price Proposal** will only be required from vendors who are invited to make presentations. The Price Proposal will be due prior to the presentations. Ten copies of the Price Proposal should be submitted in a separate, sealed envelope or container. If multiple envelopes or containers for each Offer are used, the envelopes or containers must be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes or containers must be labeled with the following information:

Agency/Buyer's Name and Address, RFP Title and Reference Number, Due Date and Time and Vendor's Name and Address

5.1.5 **Utilization Plan** - will only be required from vendors who are invited to make presentations. The Utilization plan will be due prior to the presentations. Ten copies of the Price Proposal should be submitted in a sealed envelope or container. If multiple envelopes or containers for each Offer are used, the envelopes or containers must be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes or containers must be labeled with the following information: Agency/Buyer's Name and Address, RFP Title and Reference Number, Due Date and Time and Vendor's Name and Address

5.1.6 The Offer must clearly separate Hardware items from Software items.

5.1.6.1 Vendor must list all software that will run on the State's environment. If the Software is modular, then the individual modules must be identified and the list should indicate if they are required or optional modules. The list shall specify at a minimum, the name of the Software, the version, the platform that the software will run on, if the Software is a module, if the Software is a module then is it a required module, is the Software Proprietary, open source, or third party and will the Vendor support the Software.

5.1.6.2 The Vendor must list all hardware specification requirements. The list shall specify at a minimum, the minimal requirements, the recommended requirements, and the recommended requirements based upon the proposed solution.

5.1.7 If the Vendor designates any information in its Offer as confidential, the Vendor must also submit one (1) copy of the Offer from which confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Offer as possible.

5.1.8 Offers must not contain promotional or display materials.

5.1.9 Attachments must be referenced in the Offer.

5.2 TECHNICAL PROPOSAL: The following documents and responses will be included in the Technical Proposal and tabbed as such in the order given below:

5.2.1 TRANSMITTAL LETTER: An individual authorized to legally bind the Vendor must sign the transmittal letter. The person who signs the transmittal letter will be considered the contact person for all matters pertaining to the Offer unless the Vendor designates another person in writing. The letter must include the Vendor's mailing address, e-mail address, fax number and telephone number.

Any request for confidential treatment of information must be included in the transmittal letter in addition to the specific statutory basis supporting the request, an explanation of why disclosure of the information is not in the best interest of the public, and the specific basis under Section 7 of the Illinois Freedom of Information Act (5 ILCS 140/7) for the exemption from disclosure of such information. The transmittal letter must also contain the name, address and telephone number of the individual authorized to respond to the Agency/Buyer about the confidential nature of the information.

5.2.2 TABLE OF CONTENTS: The Vendor must include a table of contents in its Offer. Offers must be page numbered sequentially from front to back.

5.2.3 EXECUTIVE SUMMARY: The Vendor must prepare an Executive Summary and overview of the services it is offering including all of the following information:

5.2.3.1 Statements that demonstrate that the Vendor understands the services as specified in Section 4 of the RFP, "Services Required from the Vendor" and agrees with Section 4 of the Sample Contract for Services, "Terms and Conditions."

5.2.3.2 An overview of the Vendor's plans for providing and implementing a COTS ITS for IDOR including the related products and services detailed in Section 4 of the RFP.

5.2.3.3 A demonstration of the Vendor's knowledge of developing, maintaining, installing, configuring and customizing their COTS ITS, as well as providing training, and ongoing support for the product.

5.2.4 TECHNICAL APPROACH: (PLAN TO ADDRESS THE SERVICES REQUIRED FROM THE VENDOR): The Vendor must provide a detailed description of how the Vendor plans to approach each service requirement as expressed by the Agency/Buyer in Section 4 of the RFP, "Services Required from the Vendor." Offers must be fully responsive to each service requirement. Offers must identify any deviations from the stated requirements or requirements that the Vendor cannot satisfy. Any deviations from the stated requirements or any requirements that the Vendor cannot satisfy will affect the evaluation of the Offer and may disqualify the Vendor. Where vendors are bidding to provide a specific service (business process reengineering or data conversion) technical approach need only relate to that service.

5.2.5 TECHNICAL EXPERIENCE: The Vendor must provide the following information regarding its experience:

5.2.5.1 Number of years experience with providing types of services specified in Section 4 of the RFP, "Services Required from the Vendor."

5.2.5.2 Describe the level of technical experience in providing the types of services specified in Section 4 of the RFP, "Services Required from the Vendor."

5.2.5.3 List all services and other relevant experience similar to those specified in Section 4 of the RFP, "Services Required from the Vendor" that the Vendor has provided to other businesses or governmental entities.

5.2.6 PERSONNEL: The Vendor must provide resumes for all key personnel, including the project manager, who will be involved in providing the services contemplated by this RFP. Resumes must include the full name, education background, and years of experience and employment history particularly as it relates to the scope of services specified herein.

5.2.7 FINANCIAL CAPACITY INFORMATION: Submit audited annual financial statements for the last 3 years. Vendor may also be required to provide additional financial information upon request.

5.2.8 CHANGES TO THE RFP: If the Agency/Buyer issues any changes (including amendments or addenda) to this RFP, these changes must be signed by an indi-

vidual authorized to legally bind the Vendor and included in the Technical Proposal.

5.2.9 STATE FORMS REQUIRED OF THE VENDOR:

The Vendor is required to complete and submit all forms listed below **(with the exception of attachments E & F)** as part of the Offer. It is important to note that this section references State forms that the Vendor must complete as part of the procurement process and does not serve as an opportunity for Vendors to insert their own forms.

Attachment A	Qualification Form
Attachment B	Business and Directory Information
Attachment C	References
Attachment D	Department of Human Rights (DHR) Public Contract Number
Attachment E	Minority, Female, Person with Disability Status and Subcontracting
Attachment F	Letter of Intent (LOI)
Attachment G	Conflicts of Interest Disclosures
Attachment H	Taxpayer Identification Number
Attachment I	Information Regarding Terminations, Litigation and Debarment

Attachments E & F, the Utilization Plan are due as specified in section 3.4.

Attachment A
Qualification Form

The undersigned authorized representative of Vendor submits the following and hereafter attached Qualification Information to the AGENCY with the understanding that the AGENCY will use and rely upon the accuracy and currency of the information in the evaluation of Vendor's Offer to the Agency/Buyer.

VENDOR (Official Name and D/B/A)

_____

_____

Signature	Date
Printed Name	Title
Address	
City/State	Zip Code
Telephone	Facsimile
E-mail	

Attachment B
Business and Directory Information

(a)	Name of Business (Official Name and D/B/A)
(b)	Business Headquarters (include Address, Telephone and Facsimile)
(c)	If a Division or Subsidiary of another organization provide the name and address of the parent
(d)	Billing Address
(e)	Name of Chief Executive Officer
(f)	Customer Contact (include Name, Title, Address, Telephone, Toll-Free Number, Facsimile and E-mail)
(g)	Company Web Site
(h)	Type of Organization (i.e., Sole Proprietor, Corporation, Partnership, etc. -- should be the same as on the Taxpayer ID form below)
(i)	Length of Time in Business
(j)	Annual Sales (for most recently completed Fiscal Year)
(k)	Number of Full-Time Employees (average from most recent Fiscal Year)
(l)	Type of and description of business
(m)	State of incorporation, state of formation or state of organization
(n)	Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of this RFP.
(o)	Identify the Vendor's accounting firm
(p)	The successful Vendor will be required to register to do business in Illinois. If already registered, provide the date of the Vendor's registration to do business in Illinois and the name of the Vendor's registered agent in the State.

Attachment C
References

Provide references from established firms or government agencies. See section 4.8.1.5 in the RFP for the types of references required and specific information to be provided for each reference.

(1) Firm/Government Agency (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(2) Firm/Government Agency (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(3) Firm/Government Agency (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(4) Firm/Government Agency (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	

Attachment D
Department of Human Rights (DHR) Public Contract Number

If Vendor has employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this RFP in the Illinois Procurement Bulletin (or issuance date if not published), then Vendor must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the offer opening date. If the Agency cannot confirm compliance, it will not be able to consider the bid or offer. Please complete the appropriate sections below.

Name of Company (and D/B/A): _____

DHR Public Contracts Number: _____

_____(check if applicable) The number is not required as the company has employed 14 or less full-time employees during the 365-day period immediately preceding the publication of this RFP in the Illinois Procurement Bulletin (or issuance date if not published).

IF NUMBER HAS NOT YET BEEN ISSUED:

Date Completed Application was submitted to DHR: _____

Date of Expiration: _____

NOTICE:

Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current DHR number as a condition of contract eligibility (44 IL Adm. Code 750.210(a)).
Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998, are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 90000-00-0.
IF YOUR ORGANIZATION HOLDS AN EXPIRED NUMBER, YOU MUST RE-REGISTER WITH DHR.
Bidder/Vendor may obtain an application form by:

1. **Telephone**: Call the DHR Public Contracts unit between Monday and Friday, 8:30 a.m. to 5:00 p.m. CST, at (312) 814-2431
2. **Internet**: Download the form from the Internet at http://www.state.il.us/cms/1_selling/vendfrms.htm. In the Purchasing area of CMS home page, click the "Download Vendor Forms" line.
3. **Mail**: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, Illinois 60601.

Attachment E
Minority, Female, Persons with Disability Status and Subcontracting

The Agency takes all necessary and reasonable steps to ensure nondiscrimination in matters relating to the solicitation and award of contracts. In addition, this section of the solicitation implements the policy and the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575.

VENDOR ASSURANCE. The Vendor makes the following assurance and agrees to include the assurance in each subcontract that the Vendor signs with a subcontractor or supplier:

The Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

CONTRACT GOAL TO BE ACHIEVED BY THE VENDOR. This contract includes a specific Business Enterprise Program (BEP) utilization goal of 19% based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal.

CERTIFIED VENDOR LOCATOR REFERENCES. Vendors may consult CMS' BEP Certified Vendor Directory, as well as the directories of other certifying agencies. Subcontracting vendors must be certified by CMS as BEP vendors before the time of contract award.

BIDDING PROCEDURES. Compliance with this Attachment is required prior to the award of the contract and the failure of the Vendor to comply will render the bid/proposal non-responsive.

The following subsections are guidelines for the Vendor's response to Attachment E and Attachment F (the Utilization Plan). A format for the Utilization Plan is included as the last two pages of this Attachment. Vendor should include any additional information that will add clarity to the Vendor's proposed utilization of certified vendors to meet the targeted goal. The Utilization Plan must be submitted in a **sealed envelope.**

a) The Utilization Plan as initially submitted must contain an acknowledgement of this Attachment and a verification that the Utilization Plan will be provided at the time of pricing submission. Failure to submit a Utilization Plan shall render the bid non-responsive.

b) The Utilization Plan must demonstrate that the Vendor has either met the contract goal or that it has made good faith efforts to do so. The Utilization Plan must provide the name and contact information of the Vendor's official responsible for compliance with this Attachment.

c) The Utilization Plan shall include, for each certified vendor proposed for the performance of work to achieve the contract goal, the following:

(1) The name and address of each certified vendor to be used;

(2) A detailed description of the commercially useful work to be done by each certified vendor;

(3) The price to be paid to each certified vendor for the identified work specifying the quantity, unit price and total subcontract price;

(4) A letter of intent between the Vendor and the certified vendor(s) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan;

(5) If applicable, an executed Joint Venture agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract. The joint venture agreement must clearly evidence that the certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified vendor's own forces and under its supervision; and the commitment of management, supervisory personnel and operative personnel employed by the certified vendor to be dedicated to the performance of the contract. Each joint venture partner must execute the proposal to the Agency.

d) An agreement between a Vendor and a certified vendor in which the certified vendor promises not to provide subcontracting quotations to other vendors is prohibited.

e) The Agency may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed certified vendor. Failure to cooperate may render the proposal non-responsive.

f) The goal is also applicable to change orders and allowances within the scope of work provided by the certified vendor.

g) The contract will not be finally awarded until the Vendor's Utilization Plan is approved.

CALCULATING CERTIFIED VENDOR PARTICIPATION. The Utilization Plan documents work anticipated to be performed by all certified vendors and paid for upon satisfactory completion.

The selected Vendor is only able to count toward the contract goal the value of payments made for the work actually performed by certified BEP vendors. Credit during contract performance will be given for payments to CMS certified BEP vendors. Counting guidelines are summarized below:

a) The value of the work actually performed by the certified vendor's forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified vendor's forces, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Vendor.

b) A joint venture shall count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.

c) When a certified vendor subcontracts part of the work of its contract to another firm, the value of the subcontracted work shall be counted toward the contract goal only if the certified vendor's subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.

d) A Vendor shall count towards the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified vendor manufacturer, regular dealer or supplier.

e) A Vendor shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:

(1) The fees or commissions charged for providing a *bona fide* service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(2) The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the

management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

(3) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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

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

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

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

GOOD FAITH EFFORT PROCEDURES. If the Vendor cannot meet the goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. The Agency will consider the quality, quantity, and intensity of the Vendor's efforts.

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

(1) Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the certified vendors to respond to the solicitation. The Vendor must determine with certainty if the certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to bid.

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

(3) Providing interested certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

(4) Making a portion of the work available to certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified vendor participation.

(5) a. Negotiating in good faith with interested certified vendors. Evidence of such negotiation includes the names, addresses, and telephone numbers of certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified vendors to perform the work.

b. A Vendor using good business judgment will consider a number of factors in negotiating with certified vendors and will take a firm's price and capabilities into consideration. However, the fact that there may be some additional costs involved in finding and using certified vendors is not in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Also, the ability or desire of a Vendor to perform the work of a contract with its own organization does not relieve the Vendor of the responsibility to make good faith efforts. Vendors are not, however,

required to accept higher quotes from certified vendors if the price difference is excessive or unreasonable.

(6) Thoroughly investigating the capabilities of certified vendors and not rejecting them as unqualified without sound reasons. The certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the Vendor's efforts to meet the goal.

(7) Making efforts to assist interested certified vendors in obtaining lines of credit or insurance as required by the Agency, the Vendor or to perform the scope of work.

(8) Making efforts to assist interested certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

(9) Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of certified vendors.

b) In evaluating the Vendor's good faith efforts, the good faith efforts of other vendors to meet the goal on this solicitation or similar contracts may be considered.

c) If the Agency determines that the Vendor has made good faith efforts to meet the goal, the Agency will award the contract provided that the Vendor is otherwise eligible for award. If the Agency determines that the Vendor has not made good faith efforts, the Agency will notify the Vendor of that preliminary determination. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the Vendor could take. The Vendor shall have 5 business days to make the suggested good faith efforts and any other additional good faith efforts to meet the goal. The Vendor shall submit an amended Utilization Plan if additional certified vendor commitments to meet the goal are secured. If additional certified vendor commitments sufficient to meet the goal are not secured, the Vendor shall report the final good faith efforts made in the time allotted. All additional efforts taken by the Vendor will be considered. If the Agency determines that good faith efforts have not been made, it will notify the Vendor in writing of the reasons for its determination within 5 business days of receipt of the final Utilization Plan.

CONTRACT COMPLIANCE. Compliance with this Attachment is an essential part of the contract. The following administrative procedures and remedies govern the Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If the Vendor did not succeed in obtaining enough certified vendor participation to achieve the goal, and the Utili-

zation Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

a) The Utilization Plan may not be amended without the Agency's prior written approval.

b) The Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency. Unauthorized changes or substitutions, including performing the work designated for a certified vendor with the Vendor's own forces, shall be a violation of this Attachment and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. The Vendor must negotiate with the certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.

c) Substitutions of a certified vendor shall be permitted under the following circumstances:

(1) Unavailability after receipt of reasonable notice to proceed;

(2) Failure of performance;

(3) Financial incapacity;

(4) Refusal by the certified vendor to honor the bid or proposal price or scope;

(5) Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;

(6) Failure of the certified vendor to meet insurance, licensing or bonding requirements;

(7) The certified vendor's withdrawal of its bid or proposal; or

(8) Decertification of the certified vendor.

d) If it becomes necessary to substitute a certified vendor or otherwise change the Utilization Plan, the Vendor must notify the Agency in writing of the request to substitute a certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within 5 business days of receipt of the request.

e) Where the Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified vendor. Documentation of a replacement vendor, or of good faith efforts to replace the certified vendor, must meet the requirements of the initial Utilization Plan. If the goal

cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-certified vendor.

f) If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified vendors have a fair opportunity to bid on the new scope of work.

g) A new subcontract must be executed and submitted to the Agency within 5 business days of the Vendor's receipt of the Agency's approval for the substitution or other change.

h) The Vendor shall maintain a record of all relevant data with respect to the utilization of certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least 5 years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by a certified vendor and final payment to the certified vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP vendor under the contract.

i) The Agency will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of certified vendors, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

j) The Agency reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor's contractual commitments. Final payment shall not be made on the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

Utilization Plan

Response to Attachment E

The following Utilization Plan is _____'s (the Vendor) response to Attachment E – Minority, Female, Persons with Disability Status and Subcontracting and is submitted as part of our proposal.

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

We acknowledge the requirements of Attachment E, Minority, Female, Persons with Disability Status and Subcontracting, and are submitting this Utilization Plan with the pricing proposal.

We understand that compliance with Attachment E is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.

Vendor's person responsible for compliance with Attachment E:

_____
Name

_____
Title

Telephone: ( ) _____ extension ____

Email:_____

We submit one (1) of the following statements:

☐ We are certified with BEP and plan to fully meet the BEP utilization goal through self-performance.

☐ We attach Section I, to demonstrate our Plan fully meets the BEP utilization goal of 19% through subcontracting.

☐ We attach Section I, to detail that we do not fully meet the BEP utilization goal of 19%. We also attach Section II, Demonstration of Good Faith Efforts.

Section I
Utilization of certified vendors

Please submit a separate Section I for each proposed certified vendor.

To achieve the BEP utilization goal through subcontracting, the following is proposed:

(1) The proposed certified vendor's company name and address

_____
_____
_____
_____

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

☐ Certified with the CMS Business Enterprise Program (BEP)

☐ Has submitted application for certification with BEP

☐ Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization:

_____
_____
_____

(2) A detailed description of the commercially useful work to be done by this certified vendors is as follows:

_____
_____
_____
_____
_____

(3) The total estimated cost to the state for this contract is $_____. The portion of the contract which will be subcontracted to this certified vendor is $_____, or _____% of the total cost of the contract.

(4) A notarized signed letter of intent between _____ (the Vendor) and _____ (the certified vendor) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included as Attachment F.

(5) A joint venture agreement is not required, as the arrangement between _____ and _____ is that of contractor/sub-contractor and not a joint venture.

OR,

A joint venture agreement between _____ and _____ is included in lieu of Attachment F.

(6) The Vendor has not prohibited or otherwise limited _____ (certified vendor) from providing subcontractor quotes to other potential bidders/vendors.

We understand that the Agency may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account, and time records.

Section II

Demonstration of Good Faith Efforts to Achieve BEP Subcontracting Goal

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

Section II A

Good Faith Efforts Checklist

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

_____Identified portions of the project work capable of performance by available BEP vendors, including, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP participation even when the Vendor could perform those scopes with its own forces.

_____Solicited through reasonable and available means (e.g., written notices, advertisements) BEP vendors to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.

_____Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage BEP vendors to submit proposals or bids.

_____Negotiated in good faith with interested BEP vendors that submitted proposals or bids and thoroughly investigated their capabilities.

_____Made efforts to assist interested BEP vendors in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).

_____Utilized resources available to identify available certified vendors, including but not limited to BEP assistance staff; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse businesses.

Section II B

Good Faith Efforts Contacts Log For Soliciting BEP Subconsultant, Subcontractor or Supplier Participation

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

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

Attachment F

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

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

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

Name of Prime Vendor: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Email: _____
Project Name_____
Proposed Contract Amount $ _____
Project/Solicitation Number: _____

Name of certified vendor:_____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Email:_____

Type of agreement: ☐ Services ☐ Supplies ☐ Both Services/Supplies

Type of payment: ☐ Lump Sum _____ ☐ Hourly Rate_____ ☐ Unit Price_____

Period of Performance: _____
Proposed Subcontract Amount $____

Description of work to be performed by certified vendor:

_____

_____

_____

_____

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

_____

_____

_____

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

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

_____

_____
Signature

_____
Printed Name

Title:_____ **Date:**_____

Subscribed and sworn before me this
____ day of _____, 2006.

_____
Notary Public

My Commission expires:_____

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

_____

_____
Signature

_____
Printed Name

Title:_____ **Date:**_____

Subscribed and sworn before me this
____ day of _____, 2006.

_____
Notary Public

My Commission expires:_____

Attachment G
Conflicts of Interest Disclosures

Instructions. The Illinois Procurement Code requires that Vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below (30 ILCS 500/50-13 and 50-35 (a)(b)(h)).

Vendor shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3, and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. In addition, you must complete Sections 2, 3, and 4 for contracts with an annual value exceeding $10,000 that must be procured using one of the authorized competitive methods of source selection.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (Sections 2, 3, and 4) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the Vendor (or its parent). However, that person must have verified the information with each affected individual.

INSIDER INFORMATION PROHIBITION: Section 50-50 of the Illinois Procurement Code prohibits any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

Vendor's response to this RFP must include a notarized affidavit signed by the Vendor that reads as follows:

> "Vendor affirms that it neither possessed nor used any confidential information of the Department of Revenue in preparing its response to this RFP, regardless of whether such confidential information was obtained from any current or former elected or appointed State official or State employee, or otherwise."

Vendor Information
This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor:
D/B/A (if used):
Name of any Parent Organization:
Address:
Contact Person: Name: Title: Address: Telephone/Fax:

Section 1: Section 50-13 Conflicts of Interest

(a) Prohibition. It is unlawful for any person holding an elective office in this State holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois **[$90,414.60]**, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor **($150,691.00]**, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor **[$301,382.00]**, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

(f) Exceptions.

(i) Public aid payments. This Section does not apply to payments made for a public aid recipient.

(ii) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, or State University.

(iii) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.

(iv) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

(v) Licensed professionals. Contracts with licensed professionals provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the departments of Children and Family Services, Human Services, Public Aid, Public Health, or Aging.

CHECK ONE:

_____ No Conflicts Of Interest

_____ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 2: Disclosure of Financial Interest in the Vendor

All vendors, except for publicly traded corporations subject to SEC reporting requirements and privately held corporations with more than 400 shareholders, must complete subsection (a) below. Publicly traded corporations may complete subsection (b) and privately held corporations with more than 400 shareholders may complete subsection (c) in lieu of completing subsection (a).

(a) General disclosure. For each individual having any of the following financial interests in the vendor (or its parent), please mark each that apply and show the applicable name and address.
Then complete Sections 3 and 4. If no individual has any of the following financial interests in the vendor (or its parent), check this blank _____, skip Section 3, but complete Section 4.

Ownership exceeding 5% (_____)
Ownership value exceeding $90,414.60 (_____)
Distributive Income Share exceeding 5% (_____)
Distributive Income Share exceeding $90,414.60 (_____)

Name: _____
Address: _____
_____

For each individual identified above, show the dollar value of the ownership interest:
$_____ or the proportionate share of the ownership interest: _____% and the type of ownership/distributable income share:

Sole Proprietorship _____
Stock _____
Partnership _____
Other (explain) _____

*For partnerships with more than 50 but fewer than 400 partners, the proportionate share of ownership interest of each individual identified above may be shown in the following ranges:

1%_____
1 up to 2%_____
2 up to 3%_____
3 up to 4%_____
4 up to 5%_____
and in additional 1% increments as appropriate_____%

For partnerships with more than 400 partners, the proportionate share of ownership may be shown in the following ranges:

0.5% or less_____
>0.5 to 1.0% _____
>1.0 to 1.5%_____
and as appropriate in additional 0.5 increments _____%

(b) Publicly traded corporations subject to SEC reporting requirements. These Vendors may submit their 10k disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. An SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10k. Vendor may skip Section 3 of this form, but must complete Section 4.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(c) Privately held corporations with more than 400 shareholders. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. Vendor may skip Section 3 of this form, but must complete Section 4.

Section 3: Disclosure of Potential Conflicts of Interest

For each individual having the level of financial interest identified in Section 2(a) above, indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section 3 (attach additional pages as necessary).

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Identify contracts with the VENDOR in Section 4.	Yes ____ No _____
(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.	Yes ____ No _____
(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.	Yes ____ No _____
(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.	Yes ____ No _____
(e) Appointive office; the holding of 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 office currently or in the previous 3 years.	Yes ____ No _____
(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.	Yes ____ No _____
(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.	Yes ____ No _____
(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.	Yes ____ No _____
(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	Yes ____ No _____
(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	Yes ____ No _____

Explanation of potential conflicts of interest:

Section 4: Current and Pending Contracts and Offers (bids and proposals)

(a) VENDOR shall identify each contract it has with other units of State of Illinois government by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary). Show "none" if appropriate.

(b) VENDOR shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary). Show "none" if appropriate.

Attachment H
Taxpayer Identification Number

I certify that:

1. 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**
2. 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**
3. I am a U.S. person (including a U.S. resident alien).

Name (Printed):_____

Taxpayer Identification Number:

Social Security Number_____
or
Employer Identification Number_____

Legal Status (check one):

_____Individual

_____Sole Proprietorship

_____Partnership/Legal Corporation

_____Tax-exempt

_____Corporation providing or billing medical and /or health care services

_____Corporation NOT providing or billing medical and / or health care services

_____Governmental

_____Nonresident alien

_____Estate or Trust

_____Pharmacy (non-corporate)

_____Pharmacy/Funeral Home/Cemetery (Corp.)

_____Other_____

Attachment I
Information Regarding Terminations, Litigation and Debarment

The Agency/Buyer requests that the Vendor provide the following information:

1. During the last five (5) years, has the Vendor had a contract for services terminated for any reason? If so, provide full details related to the termination.

2. During the last five (5) years, describe any damages or penalties or anything of value traded or given up by the Vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the Vendor.

3. During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice or activity.

4. During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the Vendor to perform the required services. The Vendor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid Offer or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid Offer, and with respect to the successful Vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Agency.

5. During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the Vendor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.

5.3 PRICE PROPOSAL:

Requirements regarding price proposal requirements are described and are to be responded to in the Microsoft Excel file named:

"IDOR ITS RFP Price Proposal.XLS"

that is provided with this RFP. Instructions for responding to each requirement are provided in the spreadsheet. Your response must be made in the spreadsheet and a copy of the spreadsheet on a separate 3.5" diskette or a CD must be included with your response to the RFP. Replies received in any other format will not be considered. The Vendor should submit a Price Proposal for each of the Milestone Payment Schedules suggested below. Please note that IDOR reserves the right to purchase items external to the COTS, including for example, hardware, operating system software, databases, etc. using Master Contracts negotiated by the Illinois Central Management Services Department.

The Price Proposal(s) must be submitted in a separate, sealed envelope. The Vendor will provide its Price Proposal in accordance with the specifications provided below for the services specified in Section 4 of the RFP, "Services Required from the Vendor." Offerors are required to submit a price proposal assuming the implementation sequence described in section 4.4.

5.3.1 Pricing detail

- **Software Product(s) Licenses**: Price proposals must clearly show the cost to license each software product(s) required to meet the expectations and requirements of this RFP. Licenses must be perpetual, with no restrictions on use within the executive branch of government in Illinois. The IDOR must have the ability to implement additional tax types not within the scope of this RFP without incurring additional licensing costs. Third party software product(s) required as part of the proposed solution must also be listed, including the type and/or number of licenses required. The IDOR anticipates acquiring third party software through state approved sources, and factoring the cost of this software into the evaluation process. Where offerors would recommend such software be acquired through them, costs should be provided.
- **Software Product(s) Maintenance and Updates:** If applicable, offerors must provide the cost of on-going maintenance and software updates. A complete description of the services provided for this cost must also be included.
- **Hardware:** Third party hardware product(s) required as part of the proposed solution must also be listed, including specific modes and configuration details. The IDOR reserves the right to purchase hardware through state approved sources

5.3.2 Expenses: Expenses to be included in the compensation described above.

5.3.3 Milestone Payments: The contract resulting from this RFP will provide compensation on the basis of a total firm fixed price with payments for implementation services based upon completion and approval of required project milestones as detailed below. Hardware costs will be paid as incurred. Milestone payments less a "15% holdback" will be made after review and written approval by the State of the milestone and after receipt of a valid invoice. The percentage holdback will be tendered after final written acceptance by the State and will be distributed in equal portions over the 12-month warranty period. In the event the warranty period is extended, percentage holdback

payments will be suspended until the issue causing the warranty period extension is resolved.

Milestone Payment Schedule 1:

Milestones for Payment	Hold Back	% Of Total
Milestone 1: Delivery and Installation of COTS product in project environment	0	5%
Milestone 2: Business Income Tax (BIT), Registration & Collections system in production for 90 days	15%	25%
Milestone 3: Individual Income Tax (IIT) & Withholding Income Tax (WIT) in production for 60 days	15%	20%
Milestone 4: Sales Tax in production for 60 days	15%	20%
Milestone 5: Excise Tax in production for 30 days	15%	20%
Milestone 6: Final Acceptance	0%	10%
Warranty	0%	Holdback tendered over 12 months

Milestone Payment Schedule 2:

Milestones for Payment	Hold Back	% Of Total
Milestone 1: Delivery and Installation of COTS product in project environment	0	0%
Milestone 2: Business Income Tax (BIT), Registration & Collections system in production for 90 days	15%	15%
Milestone 3: Individual Income Tax (IIT) & Withholding Income Tax (WIT) in production for 60 days	15%	35%
Milestone 4: Sales Tax in production for 60 days	15%	20%
Milestone 5: Excise Tax in production for 30 days	15%	20%
Milestone 6: Final Acceptance	0%	10%
Warranty	0%	Holdback tendered over 12 months

5.3.4 Performance Incentive: Based upon successful vendor performance, IDOR can elect to lower the hold back payment percentage as a vendor incentive for cost, schedule and scope management.

5.3.5 Tax Exemption: The ordering Agency/Buyer's Illinois tax exemption number is E 9989-8217-05. Federal tax exemption information is available upon request to the ordering Agency/Buyer.

6. HOW WE WILL EVALUATE OFFERS

6.1 EVALUATION STEPS: The evaluation and award process will consist of the following:

6.1.1 Review of the offers to assess compliance with mandatory administration requirements.

6.1.2 Detailed evaluation of mandatory service requirements and proposed services, programs, and solutions.

6.1.3 Scoring of Technical Proposals

6.1.4 Selected Vendor Clarifications, discussions and presentations.

6.1.5 Scoring of Price Proposals (except for Requests for Proposals for Professional & Artistic Services; see Section 6.3.3.4 of the RFP).

6.1.6 Integration of the Technical Proposal score and the Price Proposal score into an Evaluation Committee recommendation to management.

6.1.7 Award decision by management.

6.1.8 If we select your Offer for award, we will post the notice to the Illinois Procurement Bulletin and may send you written notice. This notice will extend the Offer Firm Time until we sign a contract or determine negotiations with you have failed. Receipt or posting of a notice of award is not equivalent to a contract with the State. Protested awards are subject to resolution of the protest.

6.2 EVALUATION COMMITTEE: The Agency/Buyer intends to conduct a comprehensive, fair and impartial evaluation of offers received in response to this RFP. The Agency/Buyer will use an Evaluation Committee to review and evaluate the offers.

6.3 EVALUATION CRITERIA: We evaluate four categories of information: administrative compliance, Vendor responsibility, responsiveness and price. All offers, regardless of the type of RFP, must meet the following administrative and responsibility criteria to be eligible to proceed to responsiveness evaluation.

6.3.1 Evaluation of Administrative Compliance: The Agency/Buyer will determine whether the Offer complied with Section 5 of the RFP, "Instructions for Preparing and Submitting Offers." We must reject your Offer if you submit it late. Failure to meet other requirements will affect our evaluation and may result in rejection.

6.3.2 Evaluation of Vendor Responsibility: The Agency/Buyer will determine whether the Vendor submitting the Offer is one with whom the State can or should do business. Factors that may be evaluated to determine "responsibility" include, but are not limited to: certifications, conflict of interest disclosures, taxpayer identification number, past performance, references (including those found outside the Offer), compliance with applicable laws, financial stability and the perceived ability to perform completely as specified.

A Vendor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. Any failure to supply information and our determination of the quality of the information will affect our evaluation and may result in rejection.

6.3.3 Evaluation of Responsiveness and Price: A point ranking system or other evaluation methods are tools the Agency/Buyer often, but not always, uses to aid it in the evaluation process.

We will determine how well offers satisfy Section 4 of the RFP, "Services Required from the Vendor" in terms of "responsiveness" to the requirements. We will rank offers, without consideration of price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. References may be considered again in this portion of the evaluation.

We will determine whether any failure to supply information, or the quality of the information, will result in rejection or downgrading the offer. Vendors who do not rank sufficiently high need not be considered for price evaluation and award.

The "responsible" offeror whose offer meets "administrative" requirements and minimum requirements will be eligible for award consideration. If we do not consider the price submitted in response to the RFP to be fair and reasonable and that price cannot be negotiated to an acceptable level, we reserve the right to award to the next highest ranked Vendor. We will determine whether the price is fair and reasonable by considering the Offer, including the Vendor's qualifications, the Vendor's reputation, all prices submitted, other known prices, the project budget and other relevant factors. The point evaluation system is described below:

6.3.3.1 The total number of points for "responsiveness" is 800.

6.3.3.2 Vendors who do not receive 590 of the total "responsiveness" points need not be considered for price evaluation and award.

6.3.3.3 The elements of responsiveness that will be evaluated and their relative weights are:

Elements	Weight
Technical Requirements	150 Points
Functional Requirements	200 Points
Implementation Approach	150 Points
Bidder Qualifications	300 Points

6.3.3.4 Price will be a weighted element except for Requests for Proposals for Professional & Artistic Services (RFP P&A). For RFP P&As, price will not be considered in determining the most qualified vendor, but prices submitted by all vendors will be used in negotiating a fair and reasonable price.

6.3.3.5 The total number of points for "price" is 200. We will determine "price" points using the following formula:

Maximum Price Points X (Lowest Price/Offeror's Price) = Total Price Points

6.3.3.6 The maximum number of points is 1000 (Responsiveness 800 + Price 200).

6.3.3.7 **Alternative Evaluation:** If three or fewer Offers are received, the Offers may be evaluated using simple comparative analysis of the ele-

ments of responsiveness (and price where applicable) instead of any announced method of evaluation (such as points).

7. ILLINOIS PROCUREMENT NOTICES AND REQUIREMENTS

7.1 NOTICES AND REQUIREMENTS FOR THIS RFP:

7.1.1 ILLINOIS PROCUREMENT BULLETIN: The Agency/Buyer publishes in the electronic Illinois Procurement Bulletin (Supplies and Services Edition) various procurement information including Notices of Procurement Opportunities and Notices of Award. Procurement information may not be available in any other form or location. The Vendor may register to view and download procurement information at http://www.purchase.state.il.us/. The Vendor is responsible for monitoring the Illinois Procurement Bulletin and the Agency/Buyer cannot be held responsible if you fail to receive the optional e-mail notices.

7.1.2 NON-DISCRIMINATION POLICY: In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the United States Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not unlawfully discriminate in employment, contracts, or any other activity.

7.1.3 RESPONSIBILITY TO READ AND UNDERSTAND: Failure to read, examine and understand the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor will such failure be a basis for claiming additional compensation. If you suspect an error, omission or discrepancy in this RFP, you must immediately notify the RFP Contact listed in Section 3.2 of the RFP. The Agency/Buyer will issue written instructions, if appropriate.

7.1.4 AMENDMENTS TO THE RFP: The Agency/Buyer reserves the right to amend the RFP at any time. The Vendor must acknowledge receipt of an amendment in its Offer with the signature of an individual legally authorized to legally bind the Vendor. If the amendment occurs after the closing date for receipt of Offers, the Agency/Buyer may, in its sole discretion, allow Vendors to amend their Offers in response to the Agency/Buyer's amendment if necessary.

7.2 NOTICES AND REQUIREMENTS OF THE OFFER:

7.2.1 SUBMISSION OF OFFER: You may mail or hand-deliver Offers. We do not allow computer, fax, or other electronic submissions unless otherwise authorized. We must actually receive submissions as specified. It will not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are State of Illinois local times. You must allow adequate time to accommodate all security screenings prior to delivery at the delivery site.

7.2.2 MODIFICATION/WITHDRAWAL OF OFFER: Written requests to modify the Offer received by the State prior to the scheduled opening time will be accepted and the modifications will be made after opening. Written requests to withdraw the Offer received by the State prior to the scheduled opening time will be honored. No oral requests for either modification or withdrawal will be allowed. Requests must be addressed and labeled in the same manner as the Offer and marked as a MODIFICATION or WITHDRAWAL of the offer.

7.2.3 LATE DELIVERY: We will not consider Offers received at the designated submission location after the stated due date and time.

7.2.4 BEST AND FINAL: We may request best and final offers if deemed necessary and will determine the scope and subject of any best and final request. However, you should not expect that we will ask for best and finals to give you an opportunity

to strengthen your Offer. Therefore, you must submit your best offer based on the terms and conditions set forth in this RFP.

7.2.5 RESERVATIONS: We reserve the right to reject all Offers; to reject individual Offers for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects. We may seek clarification of the Offer from you at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the Offer. Submission of an Offer confers on you no right to an award or to a subsequent contract. The RFP process is for the State's benefit only and is to provide the State with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms and conditions will be made solely at our discretion and made to favor the State.

7.2.6 COST OF PREPARATION: We are not responsible for and will not pay any costs associated with the preparation and submission of your Offer.

7.2.7 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT: The Agency/Buyer may treat all information submitted by a Vendor as public information following the conclusion of the selection process unless the Vendor properly requests that information be treated as confidential at the time the Offer was submitted. All information submitted is subject to the Illinois Freedom of Information Act ("IFOIA") (5 ILCS 140), the Code, and other applicable laws and rules.

Vendors are encouraged to familiarize themselves with the IFOIA and the Code before submitting an Offer. The Agency/Buyer will copy public records as required to comply with the public records laws. Any request for confidential treatment of information must be included in the transmittal letter with the Vendor's Offer. The Vendor must enumerate the specific grounds in the IFOIA, the Code, or other applicable law which support treatment of the material as exempt from disclosure and explain why disclosure is not in the best interest of the public. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Vendor to respond to any inquiries by the Agency/Buyer concerning the confidential status of the materials.

Any Offer submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Identification of the entire Offer as confidential may be deemed non-responsive and disqualify the Vendor. If the Vendor designates any portion of the RFP as confidential, the Vendor must submit one copy of the Offer from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in Section 3 of the RFP, "Key Information about this RFP." The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Offer as possible.

The Agency/Buyer will treat as confidential the information marked confidential. In the event the Agency/Buyer receives a request for information marked confidential, it will give the Vendor written notice five (5) calendar days prior to the release of the information to allow the Vendor to seek injunctive relief pursuant to the IFOIA or the Code. Absent the granting of such relief, the Agency/Buyer shall release the information ten (10) calendar days after the

information request. The Vendor's failure to request confidential treatment of material will be deemed by the Agency/Buyer as a waiver of any right to confidentiality which the Vendor may have had.

Upon award, the name of the successful Vendor and price as well as sufficient information from that Offer will be made available to the public to allow for meaningful review and protest regardless of any claim of exemption. After award, we will disclose only the name of the unsuccessful Offerors. Any release of information is governed by the IFOIA, the Code and any other applicable law or statute.

7.2.8 DOWNGRADING OR DISQUALIFICATION: The following are cause for downgrading or disqualification of the Offer, depending on the circumstances:

7.2.8.1 The Vendor fails to deliver the Offer by the due date and time.

7.2.8.2 The Vendor fails to deliver the Price Proposal in a separate envelope or container.

7.2.8.3 The Vendor fails to meet one or more requirements of the RFP.

7.2.8.4 The Vendor's Offer materially changes one or more requirements of the RFP.

7.2.8.5 The Vendor's Offer limits the rights of the Agency/Buyer.

7.2.8.6 The Vendor fails to include information necessary to substantiate that it will be able to meet a Required Service. A response of "will comply" or merely repeating the Required Service is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the Required Services are not sufficient.

7.2.8.7 The Vendor fails to respond to the Agency/Buyer's request for information, documents, or references.

7.2.8.8 The Vendor fails to include a bid bond or performance security (if required).

7.2.8.9 The Vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in this RFP.

7.2.8.10 The Vendor initiates unauthorized contact regarding the RFP with state employees.

7.2.8.11 The Vendor provides misleading or inaccurate responses.

7.2.8.12 The Vendor fails to attend a mandatory Vendor's Conference.

7.2.9 NONMATERIAL AND MATERIAL VARIANCES: The Agency/Buyer reserves the right to waive or permit cure of nonmaterial variances in the Offer if it is in the Agency/Buyer's best interest to do so. "Nonmaterial variances" include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not prejudice other vendors; that do not change the meaning or scope of the RFP; or that do not reflect a material change in Section 4 of the RFP, "Services Required from the Vendor." In the event the Agency/Buyer waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Vendor from full compliance with RFP specifications or other contract requirements if the Vendor is awarded the contract. The determination of materiality is in the sole discretion of the Agency/Buyer.

7.2.10 VERIFICATION OF OFFER CONTENTS: The content of an Offer submitted by a Vendor is subject to verification. Misleading or inaccurate responses will result in disqualification.

7.2.11 PRESENTATIONS: Vendors may be required to make a presentation of the Offer. The presentation may occur at the Agency/Buyer's offices or at the offices of the Vendor. The determination as to need for presentations, the content, the location, order, and schedule of the presentations is at the sole discretion of the Agency/Buyer. The presentation may include slides, graphics and other media selected by the Vendor to illustrate the Vendor's Offer. The presentation will not materially change the information contained in the Offer.

7.2.12 RESTRICTIONS ON GIFTS AND ACTIVITIES: The Code and the State Officials and Employees Ethics Act ("the Act")(5 ILCS 430) restrict gifts which may be given or received by State employees and require certain individuals to disclose information concerning their activities with State government. Vendors are responsible for determining the applicability of the Code and the Act and any other legal requirements to their activities and to comply with those requirements. In addition, under Illinois law, it is a felony offense to bribe or attempt to bribe a public official.

7.3 NOTICES AND REQUIREMENTS OF THE VENDOR FIRM:

7.3.1 PUBLIC CONTRACTS NUMBER: Vendors with 15 or more employees must have a Public Contracts Number issued by (or completed application submitted to) the Illinois Department of Human Rights (DHR) prior to the opening date. Contact DHR at (312) 814-2431.

7.3.2 OUT OF STATE COMPANIES: Please contact the Illinois Secretary of State ((217) 782-1834) regarding a Certificate of Authority to Transact Business in Illinois. Application Form BCA 13.15 may be downloaded from http://www.cyberdriveillinois.com/departments/business_services/publications_and_forms/bca.html. It is entirely the Vendor's responsibility to determine whether the Vendor is required to obtain a Certificate of Authority to Transact Business in Illinois, and if so to obtain that Certificate via the filing of the required form and payment of any required fees and taxes.

7.3.3 VENDOR SUSPENSION: Any Vendor may be suspended for violation of the Code or for failure to conform to specifications or terms of delivery. Suspension will be for cause and may be for a period of up to the maximum provided by law at the discretion of the applicable chief procurement officer. Vendors may be debarred in accordance with the Code and the rules promulgated by the chief procurement officer or as otherwise provided by law (30 ILCS 500/50-65).

7.4 NOTICES AND REQUIREMENTS FOR THE REVIEW AND EVALUATION OF OFFERS:

7.4.1 INFORMATION FROM OTHER SOURCES: The Agency/Buyer reserves the right to obtain and consider information from other sources concerning a Vendor, such as the Vendor's capability and performance under other contracts.

7.4.2 CRIMINAL HISTORY AND BACKGROUND INVESTIGATION: The Agency/Buyer reserves the right to conduct criminal history and other background investigation of the Vendor, its officers, directors, shareholders, or part-

ners and managerial and supervisory personnel retained by the Vendor for the performance of the contract.

7.4.3 OFFER CLARIFICATION PROCESS: The Agency/Buyer reserves the right to contact a Vendor after the submission of an Offer for the purpose of clarifying an Offer to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Vendor has provided goods or services to the Agency/Buyer or any other political subdivision wherever located, or requests for corrective pages in the Vendor's Offer. The Agency/Buyer will not consider information received if the information materially alters the content of the Offer or alters the type of goods and services the Vendor is offering to the Agency/Buyer. An individual authorized to legally bind the Vendor must sign responses to any request for clarification. Responses must be submitted to the Agency/Buyer within the time specified in the request. Failure to comply with requests for additional information may result in rejection of the Offer as noncompliant.

7.4.4 DISPOSITION OF OFFERS: Ordinarily, all Offers become the property of the Agency/Buyer and will not be returned to the Vendor. Those Offers will be in the public domain and will be open to inspection by interested parties, subject to exceptions provided in the IFOIA, the Code, or other applicable law.

7.4.5. COPYRIGHTS: By submitting an Offer, the Vendor agrees that the Agency/Buyer may copy the Offer for purposes of facilitating the evaluation of the Offer or to respond to requests for public records. The Vendor consents to such copying by submitting an Offer and warrants that such copying will not violate the rights of any third party. The Agency/Buyer will have the right to use ideas or adaptations of ideas that are presented in the Offers.

7.4.6 RELEASE OF CLAIMS: By submitting an Offer, the Vendor agrees that it will not bring any claim or cause of action against the Agency/Buyer based on any misunderstanding concerning the information provided herein or concerning the Agency/Buyer's failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this RFP.

7.5 NOTICES AND REQUIREMENTS FOR AWARD AND PROTESTS:

7.5.1 NOTICE OF AWARD: The Agency/Buyer will publish Notice of Award in the electronic Illinois Procurement Bulletin (Supplies and Services Edition). Notice of Award information may not be available in any other form or location. The Vendor may register to view and download procurement information at: http://www.purchase.state.il.us/

7.5.2 PROTESTS: If you object to any provision of the RFP, believe we improperly rejected your offer, or believe the selected Offer is not in the State's best interests, you may submit a written protest. We must actually receive the protest within 7 calendar days after you know or should have known of the facts giving rise to the protest. You will be deemed to have notice as of the date of publication in the Illinois Procurement Bulletin, unless you had earlier actual notice. You must submit your protest to the Protest Review Office listed in Section 3 of the RFP, "Key Information about this RFP" or if there is no such designation, to the RFP contact listed in Section 3.2 of the RFP. The State will consider only written protests that are properly and timely submitted. The State will issue a written decision and that decision is final.

7.6 NOTICES AND REQUIREMENTS FOR CONTRACTS RESULTING FROM THE RFP:

7.6.1 CONTRACT NEGOTIATIONS: Vendors must be prepared for the Agency/Buyer to accept the Offer as submitted, but contract negotiations may be necessary or desirable, at the State's sole option. If negotiations do not result in an acceptable agreement, the Agency/Buyer may reject the Offer or revoke the award and may begin negotiations with another vendor. Final contract terms must be approved or signed by the appropriately authorized State official(s).

7.6.2 COMMENCEMENT OF WORK: If you begin any billable work prior to the State's final approval and execution of the contract, you do so at your own risk.

7.6.3 DEFINITION OF CONTRACT: The Contract for Services included with this RFP, along with any amendments or addenda, will constitute the written Contract between the successful Vendor and the Agency/Buyer. The full execution of this written Contract will constitute the making of a Contract for Services and no Vendor will acquire any legal or equitable rights relative to the contract services until the Contract has been fully executed by the successful Vendor and the Agency/Buyer.

7.6.4 CHOICE OF LAW AND FORUM: This RFP and the resulting contract are to be governed by the laws of the State of Illinois. Changes in applicable laws and rules may affect the award process or the resulting contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP will be brought in the appropriate Illinois forum.

7.6.5 NO MINIMUM GUARANTEED: The Agency/Buyer anticipates that the selected Vendor will provide services as requested by the Agency/Buyer. The Agency/Buyer will not guarantee any minimum compensation will be paid to the Vendor or any minimum usage of the Vendor's services.

END OF REQUEST FOR PROPOSAL

SAMPLE CONTRACT FOR SERVICES

The following pages, including any attachments or amendments, will constitute the binding and enforceable contract between the Agency/Buyer and the Vendor based upon the submission of the bid and any subsequent negotiations. The Contract is arranged as follows:

1. **AGENCY/BUYER AND VENDOR CONTACT PAGE:** This section provides for the Agency/Buyer and Vendor to specify contact people for the Contract.
2. **SERVICES VENDOR AGREES TO PERFORM:** The Agency/Buyer requests from the Vendor, in this section, a detailed description of how the Vendor will meet the contractual requirements and Agency/Buyer needs.
3. **PRICE:** This section will detail pricing/compensation requirements with at least the following categories of information: (1) Method and Rate of Compensation, (2) Maximum Compensation for Supplies and/or Services, (3) Expenses, (4) Payment Terms and Conditions, (5) Discounts, (6) Tax Exemption.
4. **TERMS AND CONDITIONS:** This section contains the State's terms and conditions for this Contract.
5. **AGENCY/BUYER SUPPLEMENTAL TERMS AND CONDITIONS:** This section indicates whether or not any supplemental terms and conditions are attached and applicable to this Contract.
6. **STATE FORMS REQUIRED OF THE VENDOR:** This section includes all State Forms that are required to be included in the Contract.
7. **SIGNATURE PAGE: CONTRACT FOR SERVICES:** This section provides for the Agency/Buyer and Vendor to sign and execute the Contract.

1. AGENCY/BUYER AND VENDOR CONTACT PAGE

VENDOR		AGENCY/BUYER	
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____
Phone:	_____	Phone:	_____
TDD:	_____	TDD:	_____
Fax:	_____	Fax:	_____
E-mail:	_____	E-mail:	_____

(fill out below fields if additional contact information is necessary)

Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____
Phone:	_____	Phone:	_____
TDD:	_____	TDD:	_____
Fax:	_____	Fax:	_____
E-mail:	_____	E-mail:	_____

2. SERVICES VENDOR AGREES TO PERFORM

This section serves as a placeholder for the Statement of Work that will be prepared by the successful Vendor and the State upon selection of the winning Vendor. This section will serve as the single location in the Contract that indicates what the Vendor has contractually agreed to provide to the State. This also includes the contract term and any renewal options available. **No response is required from the Vendor for this section of the Sample Contract.**

3. PRICE

This section serves as a placeholder for the pricing information that will be included as part of the executed Contract. **No response is required from the Vendor for this section of the Sample Contract.**

4. TERMS AND CONDITIONS

This section contains the State's standard terms and conditions for all contracts. These terms and conditions will govern this contractual relationship and the Vendor is bound by them and is responsible for reading and understanding them. The State reserves the right to amend these terms and conditions when and where needed and to supplement them with any appropriate addendum, as noted herein.

4.1 BILLING AND PAYMENT

4.1.1 BILLING: The Agency/Buyer's billing practices are set out as follows and Vendor is presumed to have read and understands the following procedures:

4.1.1.1 Vendor shall submit invoices to the address, on the schedule and with the detail required by the ordering Agency/Buyer. Invoices for equipment and/or supplies purchased and/or services performed and expenses incurred prior to July 1st must be presented to the Agency/Buyer no later than July 31; otherwise Vendor may have to seek payment of such invoices through the Illinois Court of Claims **(30 ILCS 105/25).** Billings shall be made to conform to State fiscal year requirements, including prorating if necessary, notwithstanding any contrary provision in this Contract or order.

4.1.1.2 Vendor shall not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the State. The State does not warrant the interest component of any payment, including installment payments, are exempt from income tax liability.

4.1.1.3 By submitting an invoice Vendor certifies that the equipment, supplies and/or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract.

4.1.2 PAYMENT:

4.1.2.1 Late payment charges, if any, shall not exceed the formula established in the State "Prompt Payment" Act **(30 ILCS 540/1)** and rules **(74 Ill. Adm. Code 900).** Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.

4.1.2.2 The Agency/Buyer shall not be liable to pay for any equipment and/or supplies provided and/or services rendered, including related expenses subject of this Contract incurred prior to the beginning of the term of this Contract. Any Contract or order labeled "subject to financing" or words to similar effect is subject to the Agency/Buyer obtaining suitable financing.

4.1.2.3 The approved invoice amount will be paid less any retainage and previous partial payments. Final payment shall be made upon determination by the Agency/Buyer that all requirements under this Contract have been completed; such determination shall not be unreasonably withheld. The final payment will be made subject to adjustment after completion of an audit of vendor's records as provided for in this Contract.

4.1.2.4 Any contract or order requiring payment of financing interest is subject to the interest rate limitation set by law of the greater of 9% or 125% of the G.O. Bond Index **(30 ILCS 305/1).**

4.1.2.5 As a condition of payment, Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resources services, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request (30 ILCS 500/25-60(b)). Any stipulation made by Vendor to pay prevailing wages shall be deemed to be incorporated in the project specifications as if specifically set forth therein (820 ILCS 130/4(a)).

4.1.2.6 Payment Schedule (Proposed)

The State has identified certain tasks as payment tasks. Payments will be made when the payment tasks, those tasks that represent the completion of major milestones of the project have all been completed and accepted by IDOR. Where appropriate, documentation shall be delivered in a form that is acceptable to the State. Payment tasks and the deliverables within the tasks are as follows:

Payment Task 1 – Phase 1 Initial installation of COTS ITS Software

Payment Task 2 - Phase 2 – (RFP Section 4.4.1.1)

Deliverable 1 – Implement (install, configure, & customize the COTS ITS product for registration, business income tax, case management and collections, plus the additional implementation requirements itemized below following Phase 5

Deliverable 2 – Install and configure Ad Hoc reporting tool (if provided separately from COTS ITS)

Deliverable 3 – Provide system and train-the-trainer training for the functionality installed in Phase 1

Payment Task 3 – Phase 3 – (RFP Section 4.4.1.2)

Deliverable 1 - Implement (install, configure, and customize) the COTS ITS product for individual income tax and withholding tax, plus the additional implementation requirements itemized below following Phase 5

Deliverable 2 – Provide system and train-the-trainer training for the functionality installed in Phase 2

Payment Task 4 - Phase 4 – (RFP Section 4.4.1.3)

Deliverable 1 – Implement (install, configure, and customize) the COTS ITS product for Retailers' Occupation Tax (includes all Sales and Use Taxes), plus the additional implementation requirements itemized below following Phase 5

Deliverable 2 – Provide system and train-the-trainer training for the functionality installed in Phase 3

Payment Task 5 - Phase 5 – (RFP Section 4.4.1.4)

Deliverable 1 – Implement (install, configure, and customize) the COTS ITS product for all excise taxes, plus the additional implementation requirements itemized below following Phase 5

Deliverable 2 – Provide system and train-the-trainer training for the functionality installed in Phase 5

The implementation deliverables for each phase itemized above also include:

- Implementation Schedule / Plan – A detailed plan for the implementation of the proposed system
- System Users Guide – A manual that will describe in detail with step-by-step instructions of all functions available to users. In addition to the detail descriptions, summary sheets should be created which users can display for easy reference
- Operations Manual – A manual providing a technical description of the system and its operations. A summary sheet should be supplied which operators can display for easy reference
- Procedures Manual – With the assistance of IDOR personnel, the vendor will provide a procedures manual which will include detailed procedures and summary sheets for each function described
- Form Redesign Schedule / Plan – A detailed description of the form redesign process. This should feature a schedule for the process that includes the ordering of the forms and delivery of the documents to the taxpayers or IDOR
- Detailed Test Plan – A plan for system testing and user acceptance testing approval
- Conversion Plan – A plan for the conversion of data
- Training Plan and Training – A description of the training activities that will occur such as training curriculum, training manuals, class outlines, class schedules, training aids, guides, and actual training sessions
- Training Materials – A hard and soft copy of all materials used in the training process
- Post Implementation Review Plan – A plan for monitoring and adjusting the implemented system as required
- Knowledge Transfer Plan and Implementation
- Weekly Status Reports
- Phase Final Reports
- Project Final Report

4.1.3 **DELAY OF PAYMENT DUE TO VENDOR FAILURE:** If the Agency/Buyer in good faith determines that the Vendor has failed to perform or deliver any service or product as required by this Contract, the Vendor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the Agency/Buyer may withhold that portion of the Vendor's compensation, which represents payment for service or product that was not performed or delivered.

4.1.4 **SET-OFF AGAINST SUMS OWED TO THE VENDOR:** The State may set off any sum owed to the Vendor on account of any debt owed to the State, unless otherwise required by law, in accordance with the State Comptroller Act **(15 ILCS 405)**. The Vendor agrees that this provision constitutes proper and timely notice under the law of setoff.

4.1.5 **AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60):** Agency/Buyer shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the Agency/Buyer's obligations hereunder shall cease immediately, without penalty or further payment being required, if: (a) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation; (b) adequate funds are not appropriated or granted the Agency/Buyer by the Illinois General Assembly or the federal funding source, to allow the Agency/Buyer to operate as required and to fulfill its obligations under the Contract; or (c) funds appropriated are de-appropriated or not allocated, or if funds needed by the Agency/Buyer, at the Agency/Buyer's sole discretion, are insufficient for any reason. Agency/Buyer shall give Vendor notice of insufficient funding as soon as practicable. Vendor's obligation to perform shall cease upon receipt of the notice.

4.2 VENDOR PERFORMANCE AND RESPONSIBILITIES

4.2.1 **CONSULTATION:** Vendor shall keep the Agency/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 Agency/Buyer the opportunity to review relevant documents prior to filing with any public body or adversarial party.

4.2.2 **PERFORMANCE REVIEWS:**

4.2.2.1 The State or Agency/Buyer may conduct a post performance review of the Vendor's performance under the Contract. The Vendor shall cooperate with the State or Agency/Buyer in this review, which may require that the Vendor provide records of its performance and billing. Vendor shall provide any required information within 30 days of the Agency/Buyer's request. This post performance review may be used by any State agency in determining whether to enter into other contractual relationships with the Vendor.

4.2.2.2 Vendor shall have and maintain, during the term of this contract, internal procedures and processes to monitor performance to ensure full compliance with the contract. Vendor shall disclose such procedures and processes to the State upon request.

4.2.2.3 At the direction of the State, Vendor and State shall work together to develop a performance scorecard to record relevant facts related to performance as well as establishing conditions, milestones, requirements or timetables that must be met before additional steps may be taken or payment is due.

4.2.3 **AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65):** Vendor and its subcontractors shall maintain books and records relating to performance of the Contract or subcontract and necessary to support amounts charged to the State under 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 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 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Agency/Buyer, the Inspector General and 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. 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 the Contract for which adequate books and records are not available to support the purported disbursement. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If federal funds are used to pay contract costs, the Vendor must retain its records for five years. If only state funds are involved, three years is sufficient.

4.2.4 **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and shall in any event be performed so as to minimize inconvenience to the State and its personnel and minimize interference with the State's operations.

4.2.5 **RESPONSIBILITY FOR AGENTS AND EMPLOYEES:** Vendor shall be responsible for the negligent acts and omissions of its agents, employees and 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 hereunder. In the event that the Agency/Buyer determines that any individual performing services for Vendor hereunder is not providing such skilled services, it shall promptly so notify Vendor and Vendor shall replace that individual.

4.2.6 **ASSIGNMENT AND DELEGATION:**

4.2.6.1 This Contract may not be assigned, transferred or conveyed in whole or in part by the Vendor without the prior written consent of the State. For the purpose of construing this clause, a transfer of a controlling interest in the Vendor shall be considered an assignment.

4.2.6.2 After notice, the Agency/Buyer may transfer the Contract or payment responsibility to another State Agency, or assign the Contract to a third-party for financing purposes.

4.2.7 USE OF THIRD PARTIES:

4.2.7.1 The Agency/Buyer acknowledges that the Vendor may contract with third parties for the performance of any of the Vendor's obligations under this Contract. However, all subcontracts shall be subject to prior approval by the Agency/Buyer, so the Vendor must obtain the Agency/Buyer's prior written consent before allowing any Third Party to perform any of the Vendor's obligations under this Contract.

4.2.7.2 A Vendor who obtains the Agency/Buyer's prior written consent and subsequently enters into a contract with a Third Party for performance of any of the Vendor's obligations under this Contract remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Vendor under this Contract shall also apply fully and completely to subcontractors. This includes requiring all subcontractors to submit certifications and disclosures to Agency/Buyer for review and approval upon request. The Agency/Buyer shall have the right to request the removal of a subcontractor from the Contract for good cause.

4.2.7.3 Where Vendor is providing professional and/or artistic services, names and addresses of all subcontractors utilized by Vendor shall be listed in an addendum to this Contract together with the anticipated amount of money that the subcontractor is expected to receive pursuant to this Contract **(30 ILCS 500/35-40)**.

4.2.7.4 If Vendor is unable to secure or maintain key personnel named in the Contract to render the services, Vendor shall not be relieved of its obligations to complete performance. Agency/Buyer shall have the option to accept a substitute or to terminate the Contract.

4.2.8 LICENSE: Vendor, directly or through its employees, shall have and maintain any required license. With written consent of the Agency/Buyer, Vendor may meet the license requirement through a subcontractor.

4.2.9 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the Agency/Buyer during the term of this Contract to perform any work required by the terms of this Contract. As a condition of this Contract, the Vendor shall give notice immediately to the Agency/Buyer's director if Vendor solicits or intends to solicit for employment any of the Agency/Buyer's employees during the term of this Contract. Agency/Buyer has no authority to contractually refuse to hire Vendor's employees who apply to the State for employment.

4.2.10 FORCE MAJEURE: Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.

4.2.11 TAX COMPLIANCE: Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

4.2.12 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontrac-

tors or suppliers. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

4.2.13 **ANTITRUST ASSIGNMENT:** Vendor hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the Contract.

4.3 CONFIDENTIALITY AND WORK PRODUCT

4.3.1 **CONFIDENTIALITY:** Vendor's employees, agents and subcontractors may have access to confidential data maintained by the Agency/Buyer to the extent necessary to carry out its responsibilities under the Contract. As such, the following applies unless agreed to otherwise in writing:

4.3.1.1 Vendor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the Agency/Buyer;

4.3.1.2 Vendor shall provide to the Agency/Buyer a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

4.3.1.3 Vendor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Vendor in connection with the performance of the Contract;

4.3.1.4 Vendor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract;

4.3.1.5 The private or confidential data shall remain the property of the Agency/Buyer at all times.

4.3.2 **CONFIDENTIAL INFORMATION MAY NOT BE DISSEMINATED:** 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 Agency/Buyer, either during the period of the Contract or thereafter. Any data supplied to or created by the Vendor shall be considered the property of the Agency/Buyer. The Vendor 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 request of the Agency/Buyer.

4.3.3 **SUBPOENA:** In the event that a subpoena or other legal process is served upon the Vendor for records containing confidential information, the Vendor shall promptly notify the Agency/Buyer and cooperate with the Agency/Buyer in any lawful effort to protect the confidential information.

4.3.4 **REPORTING UNAUTHORIZED DISCLOSURES:** The Vendor shall immediately report to the Agency/Buyer any unauthorized disclosure of confidential information.

4.3.5 **USE OF WORK PRODUCT:** Unless otherwise agreed in writing, the following applies regarding work product created or produced under this Contract:

4.3.5.1 Work product produced under this Contract, including, but not limited to, documents, reports, information, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the State and/or Agency/Buyer, including any patent, copyright or other intellectual property rights;

4.3.5.2 With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. § 101;

4.3.5.3 To the extent that any portion of such work product is not a work made for hire, Vendor completely and without reservation assigns to the Agency/Buyer all right, title and interest in and to such portion of the work product, as well as all related intellectual property rights, including patent and copyright;

4.3.5.4 Agency/Buyer shall exercise all rights of ownership in all such work product without restriction or limitation, without further compensation to Vendor.

4.3.5.5 Vendor shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the State except to perform this Contract. Nothing herein shall be construed as precluding the use of any information independently acquired by Vendor without such limitation;

4.3.5.6 The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that Vendor previously developed and brings to the Agency/Buyer in furtherance of performance of the Contract shall remain the property of the Vendor; and

4.3.5.7 Vendor grants to the Agency/Buyer a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

4.3.6 **SURVIVES TERMINATION:** Vendor's obligations regarding Confidential Information and Work Product Usage under this Contract shall survive termination of this Contract.

4.4 INDEMNIFICATION AND LIABILITY

4.4.1 **BY THE VENDOR:** The Vendor agrees to indemnify and hold harmless the State of Illinois and the Agency/Buyer, its officers, employees and agents (appointed and elected) and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Illinois or the Agency/Buyer, related to or arising from:

4.4.1.1 Any breach of this Contract;

4.4.1.2 Any negligent, intentional or wrongful act or omission of the Vendor or any agent or subcontractor utilized or employed by the Vendor;

4.4.1.3 The Vendor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Vendor;

4.4.1.4 Any failure by the Vendor to fulfill the Compliance with the Law provision of this Contract;

4.4.1.5 Any failure by the Vendor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Vendor to conduct business in the State of Illinois;

4.4.1.6 Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

4.4.1.7 Any failure by the Vendor to adhere to the confidentiality provisions of this Contract.

4.4.2 **SURVIVES TERMINATION:** Indemnification obligation of the parties shall survive termination of this Contract.

4.4.3 **LIABILITY:** Vendor agrees to assume, without limitation, all risk of loss and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of Vendor, its employees, agents, or subcontractors in the performance of the Contract. Vendor shall assume risk of loss until delivery to the Agency/Buyer's facility. Vendor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction, or damage to State property, and shall at the State's request and expense, furnish to the State reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery. Neither party shall be liable for incidental, special or consequential damages.

4.4.4 **LEGISLATIVE CHANGES:** The Vendor herein expressly acknowledges that the Contract and its subject matter are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the terms or subject matter of this Contract, the Vendor shall not hold the Agency/Buyer liable in any manner for the resulting changes. The Agency/Buyer shall use best efforts to provide thirty (30) days' written notice to the Vendor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the Agency/Buyer's right to terminate the Contract pursuant to the termination provisions.

4.4.5 **JOINT AND SEVERAL LIABILITY:** If the Vendor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.

4.5 WARRANTIES

4.5.1 **CONSTRUCTION OF WARRANTIES EXPRESSED IN THE CONTRACT WITH WARRANTIES IMPLIED BY LAW:** All warranties made by the Vendor in all provisions of this Contract and the Offer by the Vendor, whether or not this Contract specifically denominates the Vendor's promise as a warranty or whether the warranty is created only by the Vendor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Agency/Buyer, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Vendor. The provisions of this section apply during the term of this Contract and any extensions or renewals thereof.

4.5.2 **CONCEPTS, MATERIALS AND WORKS PRODUCED:** Vendor represents and warrants that all the concepts, materials and works produced, or provided to the Agency/Buyer pursuant to the terms of this Contract shall be wholly original with the Vendor or that the Vendor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Vendor represents and warrants that the concepts, materials and works and the Agency/Buyer's use of same and the exercise by the Agency/Buyer of the rights granted by this Contract shall not infringe upon any other work, other than material provided by the Contract to the Vendor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Vendor represents and warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Vendor and any other materials, works and methodologies used in connection with providing the services contemplated by this Contract

4.5.3 **TO BE PROVIDED IN A PROFESSIONAL MANNER:** Vendor warrants that all services will be performed in a good and professional manner and that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

4.5.4 **CONFORMITY WITH CONTRACTUAL REQUIREMENTS:** The Vendor represents and warrants that the goods or services will appear and operate in conformance with the terms and conditions of this Contract.

4.5.5 **AUTHORITY TO ENTER INTO CONTRACT:** The Vendor represents and warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Agency/Buyer.

4.5.6 **OBLIGATIONS OWED TO THIRD PARTIES:** The Vendor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Vendor pursuant to this Contract are or will be fully satisfied by the Vendor so that the Agency/Buyer will not have any obligations with respect thereto.

4.5.7 **TITLE TO PROPERTY AND EQUIPMENT:** The Vendor represents and warrants that title to any property assigned, conveyed or licensed to the Agency/Buyer is good and that transfer of title or license to the Agency/Buyer is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Vendor further warrants that it has title to, or the right to allow the State to use, the equipment, supplies and/or services being provided and that the State may use same without suit, trouble or hindrance from Vendor or third parties.

4.5.8 **EQUIPMENT AND SUPPLIES QUALITY:** Unless otherwise agreed, Vendor warrants that all equipment and/or supplies shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty and shall perform in accordance with manufacturer's published specifications.

4.5.9 **INDUSTRY STANDARDS:** The Vendor represents and expressly warrants that all aspects of the goods and services provided or used by it shall conform to the standards in the relevant industry in the performance of this Contract.

4.5.10 **TECHNOLOGY UPDATES:** The Vendor represents warrants that it shall continually use and integrate the most current and up-to-date technology commercially available.

4.5.11 **SOLICITATION:** The Vendor warrants that no person or selling Agency/Buyer has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

4.6 INSURANCE

4.6.1 **INSURANCE:** Vendor shall maintain public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of Vendor and risks and indemnities assumed by Vendor. If Vendor does not have minimum coverage (for bodily injury of $250,000 per person/$500,000 per occurrence, and for property damage, $100,000 per occurrence) Vendor must inform the Agency/Buyer and seek written permission for lesser coverage. Vendor shall carry Worker's Compensation Insurance in amount required by law. Upon request, Vendor shall provide and maintain any bond required by law or the Agency/Buyer. Vendor shall provide copies of certificates of insurance evidencing the coverage described in this paragraph.

4.7 VENDOR STATUS AND QUALIFICATIONS

4.7.1 **BACKGROUND CHECK:** The State may conduct criminal and driver history background checks of Vendor's officers, employees or agents who would directly supervise or physically perform any of the Contract requirements at State facilities. Any officer, employee or agent deemed unsuitable by the State must be replaced immediately.

4.7.2 **LEGAL ABILITY TO CONTRACT:** Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

4.7.2.1 Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.

4.7.2.2 Vendor is not in default on an educational loan **(5 ILCS 385/3)**.

4.7.2.3 Vendor has informed the director of the Agency/Buyer in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive in or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items **(30 ILCS 105/15a)**.

4.7.2.4 Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe **(30 ILCS 500/50-5)**.

4.7.2.5 If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business **(30 ILCS 500/50-10)**.

4.7.2.6 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, at least 5 years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the contracting State Agency/Buyer shall declare the contract void if this certification is false **(30 ILCS 500/50-10.5)**.

4.7.2.7 Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the contracting State Agency/Buyer may declare the contract void if this certification is false **(30 ILCS 500/50-11)** or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt **(30 ILCS 500/50-60)**.

4.7.2.8 Vendor 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)** and acknowledge that failure to comply can result in the contract being declared void.

4.7.2.9 Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the contracting State Agency/Buyer may declare the contract void. **(30 ILCS 500/50-14)**

4.7.2.10 Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor 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)**.

4.7.2.11 Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code **(30 ILCS 500/50-30)**.

4.7.2.12 Vendor 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)**.

4.7.2.13 Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of $5000 or more with: individuals; and to entities with twenty-five (25) or more employees **(30 ILCS 580)**.

4.7.2.14 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 U.S. Department of Commerce. This certification applies to contracts that exceed $10,000 **(30 ILCS 582)**.

4.7.2.15 Vendor 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 5/33E-3, 5/33E-4)**.

4.7.2.16 Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies **(775 ILCS 5/2-105)**.

4.7.2.17 Vendor 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)**.

4.7.2.18 Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction **(PA 93-0307)**.

4.7.3 **CONFLICTS OF INTEREST:** Vendor has disclosed, and agrees it is under a continuing obligation to disclose to the Agency/Buyer, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act **(30 ILCS 105/18.40)**, Article 50 of the Illinois Procurement Code **(30 ILCS 500/50)**, or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any conflict under Section 50-13 exists no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:

4.7.3.1 the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor **(currently $90,414.60)**. (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

4.7.3.2 the contract is with a firm, partnership, association or corporation in which a person referenced in 4.7.3.1 above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor **(currently $150,691.00)**.

4.7.3.3 the contract is with a firm, partnership, association or corporation in which a person referenced in 4.7.3.1 above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor **(currently $301,382.00)** from the firm, partnership, association or corporation.

4.7.4 **INDEPENDENT CONTRACTOR:** The Vendor shall be an independent contractor. Equipment and/or supplies provided and/or services performed pursuant to this Contract are not rendered as an employee of the Agency/Buyer or of the State of Illinois. Amounts paid pursuant to this Contract do not constitute compensation paid to an employee.

4.7.5 **NOT A JOINT VENTURE:** Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived here-

from. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

4.7.6 **NON-DISCRIMINATION:** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Agency/Buyer does not unlawfully discriminate in employment, contracts, or any other activity.

4.8 TERMINATION OF CONTRACT

4.8.1 **TERMINATION FOR CAUSE WITHOUT ADVANCE NOTICE:** The Agency/Buyer may terminate this Contract for any of the following reasons effective immediately without advance notice:

4.8.1.1 In the event the Vendor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

4.8.1.2 The Agency/Buyer determines that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health or safety;

4.8.1.3 The Vendor fails to comply with confidentiality laws or provisions;

4.8.1.4 The Vendor furnished any statement, representation or certification in connection with this Contract or the RFP which is materially false, deceptive, incorrect or incomplete.

4.8.2 **TERMINATION FOR CAUSE WITH NOTICE:** The occurrence of or any one or more of the following events shall constitute cause for the Agency/Buyer to declare the Vendor in default of its obligations under this Contract:

4.8.2.1 The Vendor fails to perform, to the Agency/Buyer's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Vendor;

4.8.2.2 The Agency/Buyer determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

4.8.2.3 The Vendor fails to make substantial and timely progress toward performance of the Contract;

4.8.2.4 The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Vendor terminates or suspends its business; or the Agency/Buyer reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

4.8.2.5 The Vendor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract;

4.8.2.6 The Vendor has engaged in conduct that has or may expose the Agency/Buyer to liability, as determined in the Agency/Buyer's sole discretion; or

4.8.2.7 The Vendor has infringed any patent, trademark, copyright, tradedress or any other intellectual property right.

4.8.2.8 If there is a default event caused by the Vendor, the Agency/Buyer shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency/Buyer's written notice to the Vendor. If the breach or noncompliance is not remedied by the date of the written notice, the Agency/Buyer may either: (a) immediately terminate the Contract without additional written notice; or, (b) enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

4.8.3 **TERMINATION FOR CONVENIENCE UPON NOTICE:** Following **fifteen (15)** days written notice, the Agency/Buyer may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following termination upon notice, the Vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Agency/Buyer up to and including the date of termination.

4.8.4 **TERMINATION DUE TO LACK OF FUNDS OR CHANGE IN LAW:** The Agency/Buyer shall have the right to terminate this Contract without penalty by giving written notice to the Vendor as a result of any of the following:

4.8.4.1 Adequate funds are not appropriated or granted to allow the Agency/Buyer to operate as required and to fulfill its obligations under this Contract;

4.8.4.2 Funds are de-appropriated or not allocated or if funds needed by the Agency/Buyer, at the Agency/Buyer's sole discretion, are insufficient for any reason;

4.8.4.3 The Agency/Buyer's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency/Buyer;

4.8.4.4 The Agency/Buyer's duties are substantially modified.

4.8.5 **VENDOR'S REMEDIES IN EVENT OF TERMINATION BY AGENCY/BUYER:** In the event of termination of this Contract for any reason by the Agency/Buyer, the Agency/Buyer shall pay only those amounts, if any, due and owing to the Vendor for services actually rendered up to and including the date of termination of the Contract and for which the Agency/Buyer is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Vendor's claim. This provision in no way limits the remedies available to the Agency/Buyer under this Contract in the event of termination. However, the Agency/Buyer shall not be liable for any of the following costs:

4.8.5.1 The payment of unemployment compensation to the Vendor's employees;

4.8.5.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

4.8.5.3 Any costs incurred by the Vendor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;

4.8.5.4 Any taxes that may be owed by the Vendor in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

4.8.6 **VENDOR'S TERMINATION DUTIES:** The Vendor, upon receipt of notice of termination or upon request of the Agency/Buyer, shall:

4.8.6.1 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 therefrom, any other matters the Agency/Buyer may require;

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

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

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

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

4.9 GENERAL PROVISIONS

4.9.1 **TERM AND RENEWALS:** The length of the Contract, including any renewals, may not exceed that allowed by law pursuant to **30 ILCS 500/20-60** or other applicable statutes. When the term begins on execution, that means the date of final execution by the State. If the commencement of performance is delayed because the Contract is not executed by the State on the start date, the State may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the Vendor's option.

4.9.2 **NON-EXCLUSIVE RIGHTS:** This Contract is not exclusive. The Agency/Buyer reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

4.9.3 **APPLICABLE LAW:** The terms and conditions of this Contract, including those set forth in any attachment, shall be construed in accordance with and are subject to the laws and rules of the State of Illinois, including, without limitation, the Illinois Procurement Code **(30 ILCS 500)** and the rules promulgated thereunder **(44 Ill. Admin. Code 1),** the Illinois Freedom of Information Act **(5 ILCS 140)** and the Attorney General Act **(15 ILCS 205)**. The Department of Human Rights' Equal Opportunity requirements **(44 Ill. Admin Code 750)** are incorporated by reference. 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 Contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Contract. Any provision containing a citation to an Illinois statute (cited ILCS) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version can be viewed at http://www.legis.state.il.us/legislation/ilcs/ilcs.asp.

4.9.4 **ENTIRE CONTRACT:** This Contract, including any attachments or amendments, constitutes the entire agreement between the Parties concerning the subject matter of the Contract. 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 of this Contract 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 of this Contract, including without limitation provisions relating to confidentiality, warranty, ownership and liability. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

4.9.5 **CONTRACTING AUTHORITY:** Certain contracts must be signed or approved by the Director of the Department of Central Management Services (CMS) before they are binding on the State. In those instances CMS shall not be responsible for costs or funding even though payments may be made through CMS facilities.

4.9.6 **AMENDMENTS:** This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

4.9.7 **THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the Agency/Buyer and the Vendor.

4.9.8 **HEADINGS OR CAPTIONS:** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

4.9.9 **SUPERSEDES FORMER CONTRACT AGREEMENTS:** This Contract supersedes all prior Contracts or Agreements between the Agency/Buyer and the Vendor for the services provided in connection with this Contract.

4.9.10 **WAIVER:** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency/Buyer and the Vendor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

4.9.11 **NOTICE:** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth in Section 1 of the Sample Contract for Services, "Agency/Buyer and Vendor Contact Page." Notices by fax must show the date/time of successful receipt. Each such notice shall be deemed to have been provided: (a) at the time it is actually received; or, (b) within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or, (c) within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

4.9.12 **CUMULATIVE RIGHTS:** The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

4.9.13 **SEVERABILITY:** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

4.9.14 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to the performance of the terms of this Contract.

4.9.15 **AUTHORIZATION:** Each party to this Contract represents and warrants to the other parties that: (a) it has the right, power and authority to enter into and perform its Obligations under this Contract; and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

4.9.16 **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.

4.9.17 **OBLIGATIONS BEYOND CONTRACT TERM:** This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of the Agency/Buyer and the Vendor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

4.9.18 **COUNTERPARTS:** The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

4.9.19 **FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS:** The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.

4.9.20 **ADDITIONAL PROVISIONS:** The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

5. AGENCY/BUYER SUPPLEMENTAL TERMS AND CONDITIONS

[Agency/Buyer to fill in any Supplemental Terms and Conditions or Agency-specific definitions]

6. STATE FORMS REQUIRED OF THE VENDOR

This section serves as a placeholder for any State Forms completed as part of the RFP process that also need to be included in the Contract (if necessary). It is important to note that this section references State forms that are necessary to be included in the Contract and may not include all of the forms listed in section 5.2.9 of the RFP, "State Forms Required of the Vendor." In addition, this section does not serve as an opportunity for Vendors to insert their own forms.

7. SIGNATURE PAGE: CONTRACT FOR SERVICES

This contract ("Contract") is made and entered into as of the day of , 20 , by and between the State of Illinois, a body politic ("State") by and through its agency and/or buyer, ("Agency" "Buyer" or "Agency/Buyer") and (" " or "Vendor").

WITNESSETH:

WHEREAS, on , , 20 , State issued a Request for Proposals ("RFP") inviting Offers to address [brief description of contractual needs being addressed].

WHEREAS, as a result of Vendor's Offer and in reliance on the representations, assurances, and acknowledgements made therein, as well as the representations, assurances and acknowledgements made herein, State has determined to award Vendor this contract based upon its Offer and subject to the terms and conditions contained herein, for the provision of to the State.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the foregoing and to the terms set forth herein.

In Witness whereof, Agency/Buyer and Vendor have caused this CONTRACT to be executed by duly authorized representatives of the respective PARTIES on the dates shown below:

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

_____

_____
Signature

_____
Printed Name

Title:_____ **Date:**____

Agency/Buyer (Name):

_____

_____
Signature

_____
Printed Name

Title: _____ **Date:** _____

Dept of Central Management Services (if applicable)

_____
Signature

_____
Printed Name

Title: _____ **Date:** _____

Notice

Help

Identification

Reference Number:	22014664
Date First Offered	06/16/2008
Title:	REV - ITP-IFTA Audit Tools (Amendment)
Agency Reference Number:	08-31918
Agency:	REV - Revenue
Purchasing Agency:	REV - Revenue
Purchasing Agency SPO:	Norma Sutton
Status:	Published

Overview

Description and Specifications:

The Illinois Department of Revenue (REV) is giving notice of intent to amend the contract with Fast Enterprises for integrated tax software and implementation services to include implementation of IFTA (International Fuel Tax Agreement) administration and functionality to identify tax underreporting and non-reporting. Enhancing the functionality available to Revenue's audit staff to compare federal tax return data to state data will enable the agency to recover an estimated $47.2M in underreported and unpaid business and personal income tax liabilities between FY09 and FY12.

Original procurement method by RFP resulted in contract #2007-220004 The previous PBC was 06-12824

Key Information

Notice Type:	Sole Economically Feasible Source
Published:	06/16/2008
Notice Expiration Date:	06/30/2008
Sole Source Only Justification:	The agency held a competitive selection process and found that FAST Enterprises provided the best value for the state for tax processing software and implementation services. Given the existing contract for similar or same services; the primary of objective of an integrated tax administration system; and revenue disruption risk resulting from the time necessary to interface with legacy systems, FAST is the sole economically feasible choice to provide the required scope of services. If the agency must separately procure IFTA processing software, it will leave the agency without a way to uphold its commitments under the International Fuel Tax Agreement and completely undermine the $45M goal of an integrated tax administration system and cause the agency to incur additional expense to interface the third-party IFTA system with its FAST system. If the agency cannot implement additional audit functionality through this amendment, but must instead build the interfaces to its legacy systems for its fed-state tax enforcement program, millions of dollars in tax revenue will be lost.

Any challenge to this Notice must be submitted in writing within 14 days of the published date and to the person identified below. Late challenges will not be considered. Only a challenge with documentation which sufficiently identifies evidence of a violation of the Illinois Procurement Code or other law, any associated rules, and demonstrates and proves a prospective vendor's ability to meet all specifications and other requirements of the Agency making the award will be considered. The documentation must indicate a price equal to or lower than the amount shown in this Notice.

Accordance with Admin Rule:	Critical changes to existing contract are necessary and best accomplished by contract holder
Professional & Artistic:	No
Small Business Set-Aside:	No
Does this solicitation include a BEP Requirement	No
Relevant Category:	IT
Total Amount of Award:	$4,200,000.00 (Total Dollar Value Only/Includes Any Renewal Options)
Estimated/Actual Value Description:	4,200,000.00 (Actual based on Payment Schedule included in amendment)
Length of Initial Term:	25
Contract Begin Date:	06/30/2008
Contract End Date:	07/30/2010
Renewal Terms:	0

Bidder(s)

Number of Responding Bidders:	1
Number of Unsuccessful Responsive Bidders:	0
Total Number Awarded:	0

Listing of All Bidders/Offerors Considered But Not Selected:
Source Selection: <Select Source Method>

Vendor(s) Selected for Award

Vendor Name	Amount of Award
Fast Enterprise	$4,200,000.00

Notice Contact

Name:	Stan Sandidge
Street Address:	401 S. Spring St.
City:	Springfield
State:	IL
Zip Code:	62706
Phone:	(217) 557-0127
Fax Number:	(217) 782-5187
EMail Address:	stanley.sandidge@illinois.gov

Class Code

Class Codes:	E320 EDP; PC Software E350 EDP; Software Maintenance E610 EDP; Other

Attachments

To download file(s), click on filename(s) located below. Not all Notices will have files to download.

File Attachments:

AMENDMENT

The undersigned AGENCY and VENDOR (the PARTIES) agree that the following shall amend the CONTRACT referenced herein. All terms and conditions set forth in the original contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this AMENDMENT shall prevail.

1. CONTRACT DESCRIPTION (including Original Purchase Order or Contract Number):

   FAST Contract for Integrated Tax Project. Contract #280 & 280A

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

   ☒ a. the completion date will be ☐ extended, ☐ shortened or ☒ remain the same.

   Original completion date: _____ Revised completion date: _____

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

   ☒ c. the cost will be ☒ increased, ☐ decreased or ☐ remain the same.

   Original cost: $45,000,000 Amount of change: $4,200,000 Revised cost: $49,200,000

   ☒ d. the supplies or services to be provided will ☐ stay the same or ☒ be changed as follows:

SCOPE OF WORK

IFTA

IFTA will be configured making maximum use of the standard GenTax out-of-the-box functions. Configuration will be done to localize the solution for the Agency as mutually agreed upon by both parties. Localization will include implementing Agency letterhead on correspondence, implementing required interfaces and configuring batch schedules to reflect the IFTA process.

The following functions will be provided:

- Registration and Renewal
- Return and Form Issue
- Return and Form Processing
- Filing Compliance
- Payment Processing
- Account Maintenance
- Refunds
- Collections
- Revenue Reporting
- Letter and Notice Issue
- Workflow, Security, Reports
- Audit Execution
- Transmittals
- IFTA Clearing house interface for demographic and transmittal information
- CVISN interface

AUDIT STANDALONE

The GenTax Audit Standalone facility will allow auditors the ability to check out audits and work disconnected from the Agency network. Using the Audit Standalone an auditor will be able to check out assigned audits and make changes to the following audit information: working papers, timesheets, CRM's, work items and letters. Changes made while in standalone mode will be automatically uploaded to GenTax when the audit is checked in.

EXTERNAL DATA, DISCOVERY AND LEAD MANAGEMENT

The GenTax External Data, Discovery and Lead Management modules will be installed and configured to allow the Agency to perform data analysis, score, create leads and manage leads using both internal Agency and external third party sources of information. The GenTax Discovery Module includes:

- Data analysis which includes the ability to:
  - load and cleanse data
  - establish criteria that identifies set of potential cases
  - adjust criteria to manipulate out for sizing and refining potential cases
  - determine total lead revenue potential
  - reuse criteria to identify set of potential cases
  - identify program sources
  - identify potential non-registrants and issue correspondence using name and address from loaded data where available
  - determine success rate of discovery
- Ranking and Risk scoring which includes the ability to:
  - score lead based on probability that debt will be paid
  - identify lead revenue potential and score based on accuracy of lead
  - rank leads based on multiple data sources
  - re-calculate risk scores
- Lead Generation and Management which includes the ability to:
  - save leads of interest from discoveries
  - remove leads that meet criteria, for example aged and expired leads
  - manually select and process leads
  - create audits from leads that meet criteria
- Lead Actions which includes the ability to:
  - Issue correspondence and;
  - post an original returns or;
  - amend an existing return or;
  - create a case or;
  - create an audit
- Reporting – discovery and lead management reporting are integrated with GenTax reporting modules
- Security that track all access and updates to external data and ensures that only selected users can view federal data.

The Agency and Vendor will configure the External Data to load the following IRS files, create one discovery for each, generate leads and where appropriate issue correspondence and/or generate tax returns:

- 2007 Extract year BMF / BRTF – Business Master File and Business Record Transaction File
  - Define meta data and load using External Data
  - Identify and configure Discovery Rules to match BRTF to BMF and then to GenTax business income tax to identify new taxpayers and existing taxpayers who have not filed
  - Configure Lead Management to send a letter, if no response create new taxpayers and generate tax returns as required to either post new returns or amend existing returns
- 2007 Extract year RAR BIT – Revenue Agency Reports Business Audits that may or may not have been agreed
  - Define meta data and load using External Data
  - Identify and configure Discovery Rules to match RAR to GenTax business income tax
  - Either issue letter or automatically generate tax returns to amend returns based on RAR data
- 2008 Extract year IMF / IRTF – IRS Individual master file
  - Define meta data and load using External Data
  - Identify and configure Discovery Rules to match IRTF to IMF and then to GenTax individual income tax to identify new taxpayers and existing taxpayers who have not filed
  - Configure Lead Management to send a letter, if no response then automatically register new taxpayers or generate tax returns as required to either post new returns or amend existing returns
- 2008 Extract year RAR IIT – Revenue Agency Reports Individual Audits that may or may not have been agreed
  - Define meta data and load using External Data
  - Identify and configure Discovery Rules to match RAR to GenTax business income tax
  - Either issue letter or automatically generate tax returns to amend returns based on RAR data
- 2008 Extract year Last Quarter CP2000 – IRS Computer Paragraph 2000 actually this is fully agreed audit for under reporters
  - Define meta data and load using External Data

- Identify and configure Discovery Rules to match CP200 to GenTax individual income tax
- Configure Lead Management to send a letter and/or generate tax return reflecting additional audit assessment

- Implement Taxpayer Address Reconciliation Interface (TAR)
- Reports and data cubes that apply to completion of the scope discoveries as mutually agreed by the Agency and Vendor.
- Provide production support of one FTE to Agency discovery team for subsequent discoveries thru till the end of the warranty for discovery milestones 2, 3, 4 and 5.
- Open leads for each of the discoveries listed above will be converted and staged based on the legacy stage when the corresponding discovery is implemented into GenTax for periods that are included the GenTax conversion. The current volume of these is estimated at ~ 30,000.

PAYMENT

The Vendor is committing to the Agency a firm, fixed price of $4,200,000.00 for the supply of IFTA, Audit Standalone, External Data, Discovery and Lead Management software and for services to implement the scope as described.

Milestones for Payment	Hold Back	% Of Total
Milestone 1: Delivery and Installation of IFTA, Audit Standalone Management and External Data, Discovery and Lead Management modules in project environment	0%	25%
Milestone 2: BMF/BRTF/RAR BIT 2007 Discovery in Production for 30 days	5%	20%
Milestone 3: IMF/IRTF/RAR IIT 2008 Discovery in Production for 30 days	5%	25%
Milestone 4: CP2000 2008 Discovery in Production for 30 days	5%	10%
Milestone 5: IFTA in Production for 30 days	5%	20%
Warranty: 6 month period for each milestone once it is in production	0%	Holdback paid at completion of final milestone warranty

ASSUMPTIONS

- The External data, Discovery and Lead Management modules will be delivered to the project environment by the 1st of April 2008 – Milestone 1
- The Agency and Vendor will deliver Milestone 2 in August 2008 or as mutually agreed.
- The Agency and Vendor will deliver Milestones 3 and 4 after the completion of the income Tax rollout in July 2009 or as mutually agreed.
- Milestone 5 - IFTA will be included in the third rollout scheduled in September 2009
- Implementation will be made up of Vendor Resources, Agency users and Agency Technical Staff. User training will use a train the trainer approach.
- Agency will separately procure any required computer hardware.
- Agency Operational costs (postage, paper, printing, etc) are not included.
- Agency will provide office space and office supplies for up to an additional four members for the project team.
- There will be no increase in annual license fees.

3. EFFECTIVE DATE OF AMENDMENT:

Upon execution

4. ATTACHMENTS AND INCORPORATIONS:

Certifications

5. WHY IS CHANGE NEEDED? (Check all that apply and explain.)

☒ a. The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed.

☒ b. The change is germane to the original contract as signed.

☒ c. The change order is in the best interest of the State and authorized by law.

6. WHAT PROVISION OF THE CONTRACT, PROCUREMENT CODE OR OTHER LAW AUTHORIZED THIS CHANGE?

Section 4.9.6 AMENDMENTS: This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, the AGENCY and the VENDOR have caused this AMENDMENT to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR
(show name) Fast Enterprises
Signature M Rankin
Printed Name Martin Rankin
Title Member Date 18-Mar-2008
Address 6400 S. Fiddlers Green Circle
Ste. 1500 Greenwood Vlg CO 80111
Phone 303 246 2744 Fax 303 7703701
E-mail mrankin@gentax.com

STATE OF ILLINOIS
(name of Agency/Buyer) IL Dept. of Revenue
Signature Brian Hamer
Printed Name Brian Hamer
Title Director of Revenue Date 4-9-08
Address 101 W. Jefferson
Springfield, IL 62702
Phone Fax
E-mail

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Official Signature
Printed Name
Title Date
Address
Phone Fax
E-mail

Designee Signature
Printed Name
Title Date
Address
Phone Fax
E-mail

STATE USE ONLY
Project Title:
Procurement Method (IFB, RFP, Sole Source, etc):
IPB Publication Date: IPB Ref. #
PBC# Amendment Contract #
(Fiscal Use Only) Obligation #
Award Code:
Subcontractors Utilized? Y / N Subcontractors Disclosed? Y / N
Original Contract #

Chief Fiscal Officer 4/1/08 Date

General Counsel 4/3/08 Date

Ver. 2-2008

Amendment-CO Justification

CERTIFICATIONS

LEGAL ABILITY TO CONTRACT: Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

1) Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.

2) Vendor is not in default on an educational loan **(5 ILCS 385/3)**.

3) Vendor has informed the director of the Agency/Buyer in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive in or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items **(30 ILCS 105/15a)**.

4) Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract **(30 ILCS 500/25-80)**.

5) Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe **(30 ILCS 500/50-5)**.

6) If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business **(30 ILCS 500/50-10)**.

7) 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, at least 5 years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the contracting State Agency/Buyer shall declare the contract void if this certification is false **(30 ILCS 500/50-10.5)**.

8) Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the contracting State Agency/Buyer may declare the contract void if this certification is false **(30 ILCS 500/50-11)** or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt **(30 ILCS 500/50-60)**.

9) Vendor 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)** and acknowledge that failure to comply can result in the contract being declared void.

10) Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a contract. If the State later determines that this

certification was falsely made by the Vendor, the Vendor acknowledges that the contracting State Agency/Buyer may declare the contract void. **(30 ILCS 500/50-14)**

11) Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor 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)**.

12) Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code **(30 ILCS 500/50-30)**.

13) Vendor 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)**.

14) Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of $5000 or more with: individuals; and to entities with twenty-five (25) or more employees **(30 ILCS 580)**.

15) 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 U.S. Department of Commerce. This certification applies to contracts that exceed $10,000 **(30 ILCS 582)**.

16) Vendor 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 5/33E-3, 5/33E-4)**.

17) Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies **(775 ILCS 5/2-105)**.

18) Vendor 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)**.

19) Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction **(PA 93-0307)**.

20) Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 **(PA 94-0264)**.

21) Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act **(410 ILCS 45)** are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated".

22) In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception **(30 ILCS 565)**.

23) Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity **(EO No. 1 (2007))**.

24) **CONFLICTS OF INTEREST:** Vendor has disclosed, and agrees it is under a continuing obligation to disclose to the Agency/Buyer, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act **(30 ILCS 105/8.40)**, Article 50 of the Illinois Procurement Code **(30 ILCS 500/50)**, or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any conflict under Section 50-13 exists no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:

1) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor **(currently $90,414.60)**. (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
2) the contract is with a firm, partnership, association or corporation in which a person referenced in 1) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor **(currently $150,691.00)**.
3) the contract is with a firm, partnership, association or corporation in which a person referenced in 1) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor **(currently $301,382.00)** from the firm, partnership, association or corporation.

VENDOR (show Company name and DBA)

Fast Enterprises

Signature M Rankin

Printed Name Martin Rankin

Title Member Date 18-Mar-2008

Address 6400 S. Fiddlers Green Circle

Ste 1500 Greenwood Vlg CO 80111

Taxpayer Identification Number

I certify that:

1. 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**
2. 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**
3. I am a U.S. person (including a U.S. resident alien).

Company Name: Fast Enterprises

Taxpayer Identification Number:

Social Security Number _____
or
Employer Identification Number ___: _____

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (*check one*):

- ☐ Individual
- ☐ Sole Proprietor
- ☐ Partnership/Legal Corporation
- ☐ Tax-exempt
- ☐ Corporation providing or billing medical and/or health care services
- ☐ Corporation NOT providing or billing medical and/or health care services
- ☐ Other: _____
- ☐ Governmental
- ☐ Nonresident alien
- ☐ Estate or trust
- ☐ Pharmacy (Non-Corp.)
- ☐ Pharmacy/Funeral Home/Cemetery (Corp.)
- ☒ Limited Liability Company (select applicable tax classification)
  - ☐ D = disregarded entity
  - ☐ C = corporation
  - ☒ P = partnership

Signature: M Hankin **Date:** 18-Mar-2008

- Identify and configure Discovery Rules to match CP200 to GenTax individual income tax
- Configure Lead Management to send a letter and/or generate tax return reflecting additional audit assessment

- Implement Taxpayer Address Reconciliation Interface (TAR)
- Reports and data cubes that apply to completion of the scope discoveries as mutually agreed by the Agency and Vendor.
- Provide production support of one FTE to Agency discovery team for subsequent discoveries thru till the end of the warranty for discovery milestones 2, 3, 4 and 5.
- Open leads for each of the discoveries listed above will be converted and staged based on the legacy stage when the corresponding discovery is implemented into GenTax for periods that are included the GenTax conversion. The current volume of these is estimated at ~ 30,000.

PAYMENT

The Vendor is committing to the Agency a firm, fixed price of $4,200,000.00 for the supply of IFTA, Audit Standalone, External Data, Discovery and Lead Management software and for services to implement the scope as described.

Milestones for Payment	Hold Back	% Of Total
Milestone 1: Delivery and Installation of IFTA, Audit Standalone Management and External Data, Discovery and Lead Management modules in project environment	0%	25%
Milestone 2: BMF/BRTF/RAR BIT 2007 Discovery in Production for 30 days	5%	20%
Milestone 3: IMF/IRTF/RAR IIT 2008 Discovery in Production for 30 days	5%	25%
Milestone 4: CP2000 2008 Discovery in Production for 30 days	5%	10%
Milestone 5: IFTA in Production for 30 days	5%	20%
Warranty: 6 month period for each milestone once it is in production	0%	Holdback paid at completion of final milestone warranty

ASSUMPTIONS

- The External data, Discovery and Lead Management modules will be delivered to the project environment by the 1st of April 2008 – Milestone 1
- The Agency and Vendor will deliver Milestone 2 in August 2008 or as mutually agreed.
- The Agency and Vendor will deliver Milestones 3 and 4 after the completion of the income Tax rollout in July 2009 or as mutually agreed.
- Milestone 5 - IFTA will be included in the third rollout scheduled in September 2009
- Implementation will be made up of Vendor Resources, Agency users and Agency Technical Staff. User training will use a train the trainer approach.
- Agency will separately procure any required computer hardware.
- Agency Operational costs (postage, paper, printing, etc) are not included.
- Agency will provide office space and office supplies for up to an additional four members for the project team.
- There will be no increase in annual license fees.

2001-220004

AMENDMENT

The undersigned AGENCY and VENDOR (the PARTIES) agree that the following shall amend the CONTRACT referenced herein. All terms and conditions set forth in the original contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this AMENDMENT shall prevail.

1. CONTRACT DESCRIPTION (including Purchase Order or Contract Number):
   Integrated Tax Project Req.280 & 280A

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

___ a. the completion date will be ___extended, __shortened or _X_remain the same.

Original completion date: _____

Revised completion date: _____

___ b. the method of determining compensation (e.g., hourly rate, fixed fee, etc.) will _X_stay the same or __change as follows:

___ c. the cost will be __increased, __decreased or _X_ remain the same.

Original cost: _____

Amount of change: _____

Revised cost: _____

_X_ d. the supplies or services to be provided will __stay the same or _X_ be changed as follows:

SECTION 2.3 IS AMENDED AS FOLLOWS:

2.3 MILESTONES & DELIVERABLES

2.3.1 PROJECT MILESTONES

The Vendor will implement GenTax in five (5) phases over a 56-month period, which will be followed by a one-year warranty period.

The Vendor will implement *all* GenTax functionality (including Registration and Collection) for *all* taxes in scope for each Phase, but *only* for those taxes, *not* for taxes that are not yet migrated to GenTax.

Phase	Description	From	To
1	Project Initiation Phase		
1A	• Delivery and Installation	November 1, 2006	November 15, 2006
1B	• Preparation		December 15, 2006
2	Business Income Tax Withholding Tax ***ST1 Sales & Use Taxes***	December 18, 2006	***December 10, 2007***
3	Individual Income Tax	***December 11, 2007***	***December 8, 2008***
4	***Other Sales & Use Taxes***	***December 9, 2008***	September 25, 2009
5	Excise Taxes	September 28, 2009	June 30, 2011
Warranty Period		July 1, 2011	June 30, 2012

Phase 1 –

- Delivery & Installation of the GenTax product.

GenTax will be delivered and installed on the agency hardware/software platform in the first two weeks of the project.

The GenTax Implementation Methodology Preparation phase will run concurrently with installation and be complete by January 1, 2006.

Phase 2 –

Deliverable 1 – Implement (install, configure, and customize) the GenTax product for taxes listed below.

- Business Income Tax (incl. Corporate, Partnership, Trust & Estates)
- Withholding Income Tax

ST1 Sales & Use Taxes (accelerated from Phase 4)

- ***Retailers Occupation Tax (incl. Resellers, Home Rule, Municipal and County tax)***
- ***Service Occupation Tax***
- ***Use Tax (incl. Service Use Tax)***
- ***County Water Commission Tax***
- ***Metro East Transit District (MED)***
- ***Regional Transit Authority (RTA)***

Deliverable 2 – Provide system and train-the-trainer training for the functionality installed in Phase 2.

Phase 3 – Individual Income Tax

Deliverable 1 – Implement (install, configure, and customize) the GenTax product for Individual Income Tax.

Deliverable 2 – Provide system and train-the-trainer training for the functionality installed in Phase 3.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, the AGENCY and the VENDOR have caused this AMENDMENT to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Name Fast Enterprises LLC

Signature M L Rankin

Printed Name Martin Rankin

Title Member

Date 14-Mar-2007

AGENCY

Name Illinois Department of Revenue

Signature [illegible]

Printed Name Brian Hamer

Title Director of Revenue

Date 4-17-07

ILLINOIS DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Name:

Title:

Date:

****

STATE USE ONLY

Source Selection: IFB (including Multi-step)____ RFP ____ RFP/P&A ____ Small ____ Sole Source ____ Emergency ____

Exempt from Code___ (describe)

Approvals if required

Chief Executive Officer [illegible] Date 3/9/2007

~~Chief~~ Legal Counsel [illegible] Date: 3/19/2007

Chief Fiscal Officer [illegible] Date: 3/21/2007

Other SPO [illegible] Date: 3/20/2007

Integrated Tax Project Implementation Schedule - Comparison of Current and Proposed

		Current Schedule				Proposed Schedule				
Phase	Description	Start	Finish	Hold Back	% of Total	Start	Finish	Hold Back	% of Total	Comments
1	Project Initiation			0%	0%			0%	0%	
1a	Delivery and Installation	11/1/06		0%	0%	11/1/06		0%	0%	
1b	Preparation	11/1/06	12/15/06	0%	0%	11/1/06	12/15/06	0%	0%	
2a	BIT/WIT	12/4/06	11/2/07	10%	15%	**12/18/06**	**12/10/07**	10%	15%	BIT/WIT in production for 30 days
2b	ST-1 & 2							**10%**	**14%**	**ST-1 & 2 production as of 7/1/08**
3	IIT	11/5/07	10/31/08	10%	35%	**12/11/07**	**12/8/08**	10%	35%	IIT in production for 30 days
4	Sales and Use Taxes (Other than ST-1 & 2)	11/3/08	9/25/09	10%	20%	**12/9/08**	9/25/09	10%	**6%**	**Other sales tax in production for 30 days**
5	Excise Taxes	9/28/09	8/27/10	10%	20%	9/28/09	8/27/10	10%	20%	Excise taxes in production for 30 days
6	Final Acceptance			0%	10%			0%	10%	Final acceptance
Warranty Period		10/1/10	9/30/11			10/1/10	9/30/11			Holdback tendered over 12 months

Payments to FAST
by Fiscal Year

as of October 23, 2006

	FY07	FY08	FY09	FY10	FY11	FY12	Totals
Initial License	$ 2,500,000	$ 2,500,000	$ -	$ -	$ -	$ -	$ 5,000,000
Annual License	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 9,000,000
Services (see detail below)	$ -	$ 4,185,000	$ 9,765,000	$ 5,580,000	$ 5,580,000	$ 5,890,000	$ 31,000,000
							$ -
Totals	**$ 4,000,000**	**$ 8,185,000**	**$ 11,265,000**	**$ 7,080,000**	**$ 7,080,000**	**$ 7,390,000**	**$ 45,000,000**

Detail of Services Breakout:

Total Services = $ 31,000,000

	FY07	FY08	FY09	FY10	FY11	Warranty Yr. FY12	Totals
	Milestone 1	Milestone 2	Milestone 3	Milestone 4	Milestone 5	Milestone 6	$ -
% to Pay	0%	15%	35%	20%	20%	10%	
Cost	$ -	$ 4,650,000	$ 10,850,000	$ 6,200,000	$ 6,200,000	$ 3,100,000	$ 31,000,000
less Holdback (10%)	$ -	$ (465,000)	$ (1,085,000)	$ (620,000)	$ (620,000)	$ (310,000)	$ (3,100,000)
Pay holdback	$ -	$ -	$ -	$ -	$ -	$ 3,100,000	$ 3,100,000
Net Cost for Services	$ -	$ 4,185,000	$ 9,765,000	$ 5,580,000	$ 5,580,000	$ 5,890,000	$ 31,000,000

NOTE: The amounts for each fiscal year is estimated based on the vendor completing each Milestone. The entire $45,000,000 will be paid to the vendor during FY07 through FY12. The amounts listed above may vary.

FAST Enterprises Approval (Printed Name)

FAST Enterprises Approval (Signature)

Department of Revenue Director, Brian Hamer

(Director, Printed)

(Director, Department of Revenue)

Phase 4 – *Other* Sales & Use Taxes, including

Deliverable 1 – Implement (install, configure, and customize) the GenTax product for Sales & Uses taxes listed below.

- Individual Use Tax
- Pre-paid Sales Tax
- Automobile Renting Occupation & Use Tax
- Tire User Fee
- Aircraft/Watercraft Use Tax
- Vehicle Use Tax
- Individual Vehicle Use Tax
- Sales Tax Vehicle Transaction
- County Motor Fuel Tax
- Chicago Soft Drink Tax
- Metropolitan Pier and Exposition Authority (MPEA)
- Special County Retailers Occupation Tax for Public Safety

Deliverable 2 – Provide system and train-the-trainer training for the functionality installed in Phase 4.

Phase 5 – Excise Taxes, including

Deliverable 1 – Implement (install, configure, and customize) the GenTax product for excise taxes listed below.

- Electricity Excise Tax
- Energy Assistance Charge
- Electricity Renewable Energy Charge
- Electricity Self Assessors
- Liquor Gallonage Tax
- Cigarette Tax
- Cigarette Use Tax
- Tobacco Products Tax
- Hotel Operator's Occupation Tax
- Gas Tax
- Gas Use Tax
- Telecommunications Tax
- Telecom Infrastructure Maintenance Fee* (incl. Municipal Simplified Telecom Tax)
- Qualified Solid Waste Energy Facility Payments
- Dry Cleaner Solvent Tax & License Fee
- Coin Operated Amusement Device
- Invested Capital Tax for Gas, Electricity, Telecom, and Water/Sewer

Deliverable 2 – Provide system and train-the-trainer training for the functionality installed in Phase 5

SECTION 4.1.2.7 IS AMENDED AS FOLLOWS:

4.1.2.7 The Agency/Buyer has identified certain tasks as payment tasks for implementation services. Payments will be made when tasks that represent the completion of major milestones of the project have been completed and accepted by IDOR (see Milestones & Deliverables Section 2.3). Payment tasks are as follows:

Milestones for Payment	**Hold Back**	**% Of Total**
Milestone 1: Delivery and Installation of COTS product in project environment	0%	0%
Milestone 2a: Business Income Tax (BIT) and Withholding Tax (WIT) and in production for ***60 days***	10%	15%
Milestone 2b: ST1 Sale and Use Taxes in production as of 1st of July 2008	***10%***	***14%***
Milestone 3: Individual Income Tax (IIT) in production for ***30 days***	10%	35%
Milestone 4: Other Sales Taxes in production for 30 days	10%	***6%***
Milestone 5: Excise Taxes in production for 30 days	10%	20%
Milestone 6: Final Acceptance	0%	10%
Warranty	0%	Holdback tendered over 12 months

3. EFFECTIVE DATE OF AMENDMENT:

4. ATTACHMENTS AND INCORPORATIONS: _X_ (check if none)

5. WHY IS CHANGE NEEDED? (Check all that apply and explain.)
   _X_a. The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed.
   (see attached Issue Brief)
   __b. The change is germane to the original contract as signed.
   __c. The change order is in the best interest of the State and authorized by law?

6. WHAT PROVISION OF THE CONTRACT, PROCUREMENT CODE OR OTHER LAW AUTHORIZED THIS CHANGE?

Integrated Tax Project
Decision Request

Decision Request : 1

Topic : Accelerated Sales Tax Delivery

Raised : 22-Jan-2007

By : Martin Rankin

Decision required by : 1-Feb-2007

Status : Completed

Resolution

Alternative 2 – Accelerate ST1 based sales taxes and rollout with BIT/WIT in mid December 2007.

Overview

The current project plan calls for BIT and WIT to be delivered at the beginning of November 2007 and Sales Tax at the end of September 2009. This means that there will be a two year gap between when BIT/WIT commences processing in GenTax and when Sales Tax commences processing in GenTax.

As a result, there will be significant impact on business processes during this period of time, the major being:

- **Registration** – registration information will need to be synchronized between GenTax and IRIS during this period of time. This includes new registrations and changes to existing registrations.
- **Collections** – collection activities will need to be performed in both GenTax and ICS during this period of time. Collectors will not be able to view an overall collection balance for a taxpayer.

In addition, many of the potential benefits of the new integrated system will be delayed until such time as Sales Tax is integrated:

- **Integrated Information** – Collection agents will not be able to view correspondence for a taxpayer, returns that have been filed, name and address changes, customer service notes and other financial activity for the taxpayer as a whole. Note this will be possible for BIT and WIT.
- **Taxpayer Services** – agents will have to access IRIS for registration information, existing return, EPS and ICS systems for Sales Tax financial information and GenTax for BIT/WIT financial, return and collection information.
- **Offsets** – offsets between BIT/WIT and Sales Tax will need to be performed manually.

This document considers how the project might accelerate the delivery of the Sales Taxes to alleviate the impacts on business processing while realizing the benefits of integration earlier in the project life cycle.

Additional Sales Tax Background

Sales Tax can be divided into three major categories of taxes:

1. Taxes that are filed using the ST-1 return form (280,000 accounts)
   a. Retail occupation Tax
   b. Service Occupation Tax
   c. Use Tax
   d. County Water Commission Tax
   e. Metro East Transit District
   f. Regional Transit Authority

   A significant number of taxpayers who have WIT/BIT also have this tax type. Almost all integration issues and benefits stem from this group of tax types.

2. Transaction based Use Tax (~1,130,000 transactions)

a. Aircraft/Watercraft Use Tax	RUT-75
b. Vehicle Use Tax	RUT-50
c. Individual Vehicle Use Tax	RUT-25
d. Individual Use Tax	ST-44

   Although the volume is significant, these are essentially independent events with no association to pre-existing taxpayers and no interaction with ST-1 based taxes or WIT/BIT.

3. Taxes that are filed using other return forms (~24,000 accounts)

a. Pre-paid Sales Tax	PST-1 & PST-2
b. Automobile Renting Occupation & Use Tax	ART-1
c. Tire User Fee	ST-8
d. Sales Tax Vehicle Transaction	ST-556
e. County Motor Fuel Tax	CMFT-1
f. Chicago Soft Drink Tax	ST-14
g. Metropolitan Pier and Exposition Authority	ST-4

   The number of accounts that are filed using other return is small (note: although ST-556 has a large number of returns filed, there are actually only ~7,200 registered accounts). The primary interaction of these taxes with ST-1 taxes occurs in EPS when one of these has a credit and the ST-1 account has a debit or vice versa. These taxes have little to no interaction with WIT/BIT.

Alternative 1

No change leave rollout schedule as planned.

Alternative 2 – Project Recommended

Accelerate ST-1 based taxes (category 1) and rollout with BIT/WIT.

If ST-1 based taxes (category 1) are delivered with BIT/WIT the department will significantly reduce business and process impact while realizing the benefits of integration for the majority of business taxpayers two years earlier than would otherwise be achieved. The remaining Sales Taxes would be delivered after Personal Income Tax is delivered.

This would require the BIT/WIT/ST-1 delivery date would be rescheduled to the middle of **December 2007**.

Additionally the second rollout, Personal Income Tax would be rescheduled for early **December 2008**.

Other rollouts would remain unchanged at this point, (note: the project will review the remaining taxes in the final quarter of 2008 to identify what taxes should be delivered together and in what order to meet the department business needs).

Additional considerations

The current planned hardware for rollout one can process ST-1 based taxes.

Scope of conversion will expand to convert information from the EPS, Sales Tax Allocation and Ordinance systems.

Project team must be focused only on delivery of these taxes and standardizing processing for these taxes.

Where interaction with the other Sales Taxes accounts is required, this would be performed on a manual basis. For example situations where there is a credit in one of the ~24,000 category 2 taxes and the same taxpayer has a ST-1 debit the offset would be performed manually.

The contract will need to be amended to reflect the change in schedule and scope of the first rollout.

CONTRACT

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, constitutes the entire contract between the Parties concerning the subject matter of the contract, and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

1. TERM AND TERMINATION
2. DESCRIPTION OF SUPPLIES AND SERVICES
3. PRICING
4. STANDARD BUSINESS TERMS AND CONDITIONS
5. STANDARD CERTIFICATIONS
6. DISCLOSURES AND CONFLICTS OF INTEREST
7. SUPPLEMENTAL PROVISIONS

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 below.

VENDOR
(Vendor Name) Fast Enterprises, LLC
Signature [signature]
Printed Name James G. Harrison
Title Member Date 14-Jan-12
Address [illegible]
Phone [illegible] Fax [illegible]
E-mail JHarrison@GenTax.com

STATE OF ILLINOIS
(Procuring Agency Name) Illinois Department of Revenue
Official Signature [signature]
Printed Name BRIAN HAMER
Title DIRECTOR OF REVENUE Date 1/26/12
Designee Signature
Printed Name
Title
Address
Phone Fax
E-mail

STATE OF ILLINOIS
(Funding Agent, Limited) Illinois Department of Transportation
Official Signature [signature]
Printed Name Ann L. Schneider
Title Secretary Date 2/19/12
Designee Signature
Printed Name
Title
Address
Phone Fax
E-mail

[signature] Revenue 1/19/12
Chief Fiscal Officer, Dave Hunt Date

[signature] 1-25-12
General Counsel, Gail Neimann Date

[signature] Revenue 2-7-12
Ellen Schanzle-Haskins, Chief Counsel Date
(Approved as to form) IDOR

[signature] 2/15/12
Matthew R. Hughes Date
Director of Finance and Administration, IDOT

Matthew R. Hughes Date

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1. **TERM AND TERMINATION**
2. **DESCRIPTION OF SUPPLIES AND SERVICES**
3. **PRICING**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
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VENDOR
(Vendor Name) Fast Enterprises, LLC

Signature James G. Harrison

Printed Name James G. Harrison

Title Member Date 14-Jan-12

Address

B

Phone

E-mail JHarrison@GenTax.com

STATE OF ILLINOIS
(Procuring Agency Name) Illinois Department of Revenue

Official Signature

Printed Name BRIAN HAMER

Title DIRECTOR OF REVENUE Date 1/26/12

Designee Signature

Printed Name

Title

Address

Phone Fax

E-mail

STATE OF ILLINOIS
(Funding Agent, Limited) Illinois Department of Transportation

Official Signature

Printed Name

Title Date

Designee Signature

Printed Name

Title

Address

Phone Fax

E-mail

1/19/12
Chief Fiscal Officer, Dave Hunt Date

1-25-12
General Counsel, Gail Neimann Date

CHIEF PROCUREMENT OFFICER

Official Signature Michelle Casey

~~Printed Name~~ ~~Matt Brown~~

~~Title Chief Procurement Officer~~ Date

Address 500 Stratton Building, Springfield, Illinois 62706

101 W. Jefferson MC 6550
Springfield, IL 62702

Designee Signature

Printed Name Michelle Casey

Title State Purchasing Officer Date 1/19/12

STATE USE ONLY		NOT PART OF CONTRACTUAL PROVISIONS
PBC# 11-63015	Project Title TAP Taxpayer Access Point	
Contract # Rev12M2800	Procurement Method (IFB, RFP, Small, etc): Sole Source	
IPB Ref. # 22022976	IPB Publication Date: 11/9/11	Award Code: D
Subcontractor Utilization? ☒ Yes ☐ No	Subcontractor Disclosure? ☒ Yes ☐ No	
Funding Source	Obligation #	
CPO 33 – General Counsel Approval:		
Signature	Printed Name	Date

1. TERM AND TERMINATION

1.1 TERM OF THIS CONTRACT: This contract shall be from date of final execution of the Contract through December 31, 2013. Vendor shall not commence billable work in furtherance of the contract prior to final execution of the Contract.

1.2 RENEWAL: There are no renewal options associated with this contract.

1.3 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.

1.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with 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. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 BACKGROUND: In 2006, the Illinois Department of Revenue ("IDOR", the "Department", or "Agency") contracted with Fast Enterprises (FAST) ("Vendor") to implement GenTax® for the administration of most of its tax types. The implementation project (i-Star) began in October 2006 and was successfully delivered on time and on budget in June 2011.

Under this contract, Vendor will enhance the GenTax® base product by installing and configuring its internet-based taxpayer self-service module , collectively known as the GenTax® Taxpayer Access Point ("TAP"), which will enable IDOR to leverage its investment in GenTax® by supporting a wide range of online activities such as return filing, payment, and account maintenance (including on-line registration).

2.2 SUPPLIES AND/OR SERVICES PROVIDED:

2.2.1 Under this Contract, Vendor will provide an enhancement to GenTax® that will provide internet functionality for the Account Types listed in paragraph 2.2.2, as follows:

1. Customer Portal - Secure, private portal set-up, authentication and maintenance, including the ability for customer-managed access permissions. Registration for the Customer Portal will be denied when found in the Social Security Administration Deceased file.

2. Account Management - Registration and Demographic Information
   a. Online review and modification of name, address, and contact information for taxpayers with the Account Types listed herein.
   b. Online review and modification of tax type attributes. Example: IDOR may wish to provide taxpayers the ability to choose to receive their 1099G online instead of through a standard mailing. This can be accomplished by way of the modification of a taxpayer attribute.
   c. Registration for International Fuel Tax Agreement ("IFTA") accounts will require verification of US DOT numbers.

3. Account Management – Taxpayer Financials
   a. Online review of financials, including account balances.
   b. Refund status inquiries.

4. Account Management – Taxpayer Review
   a. Online review of GenTax®-generated letters.
   b. Online review of recent account activity.

5. Account Management - Account Research
   a. Enable third parties to validate account IDs online.

6. Return and Application Filing
   a. Online filing and review of returns (both original and amendments) for the Account Types listed herein, excluding filing of Individual Income Tax returns and associated schedules. The parties acknowledge and agree that the complexity and volume of some forms and schedules may not lend themselves to a beneficial usage of TAP, except motor fuel use tax returns and applications processed in accordance with IFTA. Consequently, the parties agree to cooperate to determine the specific forms and schedules to be included under this Contract. The parties agree that tax returns and applications processed in accordance with the International Fuel Tax Agreement (IFTA) will be included without exception. The Department retains final determination authority regarding form and schedule inclusion or exclusion.
   b. The objective of an online IFTA Filing and Maintenance system is to provide a user-friendly web application for taxpayers required to register and file IFTA applications and returns, as well as view IFTA account information, returns, and payments. Return and application processing will include real time on line edits to ensure only those documents which pass the Department's edit criteria are accepted by the processing system, *e.g.*, mathematical calculations. The authentication model must be easy to use and operate in a 100% completely paperless environment (*i.e.*, PIN mailing), and will be a multi-tiered access model, capable of being maintained by the taxpayer. The finished application will provide IFTA filers with a one-stop area to complete applications online and in real time, order replacement decals, and complete quarterly returns, as well as view account information. Taxpayers will be able to make electronic payments to pay for their decal purchases or pay their MFUT-15 return balance due.
   c. Functionality shall include:
      i. Online filing and review of IFTA quarterly returns (MFUT-15), both original and amendments.
      ii. Online filing and review of IFTA applications (MFUT-12 and MFUT-12-R) including IFTA decal inventory assignment and IFTA license generation.
      iii. Online application for IFTA single trip permits (STP) and integration with the current IFTA processing system.
      iv. The ability for IDOR to control the time frame for the system to offer and accept specified returns and payments (e.g., during amnesty periods or for estimated/accelerated payments).

7. Payments

a. Online payment submittal via Direct Debit and/or 3rd Party.

8. Messaging
   a. Online taxpayer service. This functionality enables a threaded, online conversation between a taxpayer and an IDOR employee.
   b. Online creation of web notices.
   c. Creation of "opt-in" distribution lists for web notices
   d. Ability to create web notices for taxpayers meeting certain criteria (for example habitual late filers)
   e. Available messaging functionality may or not be implemented or utilized by the Agency due to legal restriction, available resources or business needs.

2.2.2 Under this Contract, Vendor will provide the internet functionality described above for the Account Types implemented in GenTax under the i-Star project for the following tax types:

1. Sales Tax & Use Taxes
   a. Retailers Occupation Tax (incl. Resellers, Home Rule, Municipal and County Tax)
   b. Service Occupation Tax
   c. Use Tax (incl. Service Use Tax)
   d. County Water Commission Tax
   e. Metro East Transit District (MED)
   f. Regional Transportation Authority (RTA)
   g. Individual Use Tax
   h. Pre-paid Sales Tax
   i. Automobile Renting Occupation & Use Tax
   j. Tire User Fee
   k. Aircraft/Watercraft Use Tax
   l. Vehicle Use Tax
   m. Individual Vehicle Use Tax
   n. Sales Tax Vehicle Transaction
   o. County Motor Fuel Tax
   p. Chicago Soft Drink Tax
   q. Metropolitan Pier and Exposition Authority (MPEA)
   r. Special County Retailers Occupation Tax for Public Safety
2. Business Income Tax (incl. Corporate, Partnership, Pass Through Entities, Trusts & Estates)
3. Withholding Income Tax
4. Individual Income Tax (excluding filing of returns and associated schedules)
5. International Fuel Tax Agreement (IFTA), including registration
6. Excise Taxes
   a. Cigarette Tax
   b. Cigarette Use Tax
   c. Electricity Excise Tax
   d. Energy Assistance Charge
   e. Electricity Renewable Energy Charge
   f. Electricity Self Assessors
   g. Liquor Gallonage Tax
   h. Cigarette Tax
   i. Cigarette Use Tax
   j. Tobacco Products Tax
   k. Hotel Operator's Occupation Tax
   l. Gas Tax
   m. Gas Use Tax
   n. Telecommunications Tax
   o. Telecom Infrastructure Maintenance Fee (incl. Municipal Simplified Telecom Tax)
   p. Qualified Solid Waste Energy Facility Payments
   q. Dry Cleaner Solvent Tax & License Fee
   r. Coin Operated Amusement Device
   s. Invested Capital Tax for Gas, Electricity, Telecom, and Water/Sewer
7. Other Internet Applications Characterizing GenTax Data

a. The vendor will assist IDOR developers in migrating existing web applications, such as Rental Housing Support Surcharge, Tax Location Verification, Single Trip Permits, Tax Rate Finder, etc., to the TAP platform.
b. The parties will agree to a list of these existing web applications that will be migrated during the contract term.

2.2.3 Concurrent Connection Coverage. Vendor will design TAP to provide the following:

1. A minimum of 20,000 concurrent sessions with web pages loaded within 1.5 seconds;
2. 50% growth rate annually for the duration of the contract;
3. Logged and live metrics to track number of concurrent sessions, database connections, maximum, minimum and average response times;
4. Capability to take one application offline without impacting other applications so that updates can be performed on one application without impacting other applications;
5. The Vendor has recommended an IT system architecture that would support these levels of Concurrent Connection Coverage, as follows:

   a. System Configuration
   (4) Application servers:
   x5675 Intel Xeon 6-core 3.07 GHz
   24GB RAM
   Microsoft Windows Server Enterprise 2008 R2 20GB C System Drive 120GB D System Files

   (2) Web servers:
   x5675 Intel Xeon 6-core 3.07 GHz
   24GB RAM
   Microsoft Windows Server Enterprise 2008 R2 20GB C System Drive 120GB D System Files

   (2) Database servers:
   x5675 Intel Xeon 6-core 3.07 GHz
   48 GB RAM
   Microsoft Windows Server Enterprise 2008 R2 SQL Server 2008 Enterprise Web Facing License 20GB C System Drive 120GB D System Files 100GB of Tier 1 SAN disk for SQL DB storage (Cluster available) 500GB of Tier 1 SAN disk for Primary application storage (Cluster available) 2TB of Tier 3 SAN Backup disk (Cluster available) Active passive configuration

   b. Staging Configuration
   (2) Application servers:
   x5675 Intel Xeon 6-core 3.07 GHz
   24GB RAM

   (2) Web servers:
   x5675 Intel Xeon 6-core 3.07 GHz
   24GB RAM

   (1) Database server:
   x5675 Intel Xeon 6-core 3.07 GHz
   24 GB RAM
   SQL Server 2008 Enterprise Web Facing License Microsoft Windows Server Enterprise 2008 R2

   c. Development / Test Configuration
   (1) Application server:
   x5675 Intel Xeon 6-core 3.07 GHz
   24GB RAM

   (1) Web server:
   x5675 Intel Xeon 6-core 3.07 GHz
   24GB RAM

   Notes
   *Existing web db server will be transitioned into this new setup.
   *Firewall configuration duplicated for Staging and Production and externally available

   IDOR will work with the Illinois Department of Central Management Services, the State agency responsible for IDOR's IT infrastructure, to ensure that an IT system architecture that is functionally equivalent to that listed above will be available to Vendor during the term of this Contract in order for Vendor to support the required levels of Concurrent Connection Coverage provided herein.

6. The parties acknowledge that system availability can be greatly impacted by hardware capacity which is outside the scope of the contract.

2.2.4 Vendor will build a security mechanism into TAP that will include, at a minimum, the following functionality:

1. Encryption of data at rest and in transit,
2. Authentication of taxpayer authorization, and
3. Other methods to secure the data, as determined by Vendor in conjunction with IDOR.

2.2.5 Vendor will ensure that TAP will support a broad range of popular Internet browsers, such as Internet Explorer, Firefox, Chrome, Safari, Android, and those that may be introduced and gain popular acceptance during the term of this Contract.

2.2.6 Vendor will provide technical documentation for TAP configuration in the "gtDoc" tool.

2.2.7 To ensure the greatest possible success for this enhancement, IDOR agrees to conduct an extensive outreach program with its customers, including end-user testing. Vendor will provide support for this outreach, including, but, not limited to, end-user testing.

2.3 MILESTONES AND DELIVERABLES: Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless the State has authorized a higher amount in writing prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

2.3.1 Cost not-to-exceed $5,300,000. Vendor shall invoice IDOR after completion of each Milestone, as provided in paragraph 2.3.2, and Agency shall process invoices within 30 days of receipt.

2.3.2

Milestone	Cost ($)	Projected Completion Date*
Delivery and Installation of TAP Module	550,000	**
Implementation of Phase I Account Management Functionality	464,200	June 30, 2012
Implementation of IFTA***	1,540,800	September 30, 2012
Implementation of Sales Taxes	879,000	September 30, 2012
Implementation of BIT, WIT & IIT	936,000	March 31, 2013
Implementation of Excise Taxes	930,000	June 30, 2013
	5,300,000	

* The projected completion dates are goals and are based upon the hardware environment being available to Vendor on February 1, 2012.

**Delivery and installation of the TAP module will take place within 30 days of the IDOR's notification to the Vendor's project team that the hardware environment is ready.

*** Including software, account management, registration, filing, payment and decal distribution for IFTA administration.

2.4 VENDOR / STAFF SPECIFICATIONS:
This section intentionally left blank.

2.5 ASSIGNMENT AND SUBCONTRACTING:

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

2.5.2 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.

Will subcontractors be utilized? ☒ Yes ☐ No

2.5.3 Vendor shall describe below 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. Vendor shall provide a copy of any subcontracts within 20 days of execution of this contract.

Subcontractor Name TRAVELEX INTERNATIONAL Amount to be paid $530,000.00
Address 2061 N. BARRINGTON, HOFFMAN ESTATES, IL Description of work LOGISTICS

Subcontractor Name QUINN DAVID & ASSOCIATES Amount to be paid $530,000.00
Address 436 N. 49TH ST., MILWAUKEE, WI Description of work DEVELOPERS

2.5.4 The Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such subcontracts within 20 days of execution of the subcontract.

2.5.5 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 Subcontractor Certification form available from the State.

2.6 TRANSPORTATION AND DELIVERY: N/A.

2.7 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor manufactures the supplies or 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.

IDOR will provide suitable work space for 10 to 12 Vendor personnel in the area currently assigned to the i-Star project. Work space will include desk, PC conforming to developer workstations specifications (Appendix 1), and appropriate network connections. Work space will also include at least one State secure demonstration laptop conforming to specifications (Appendix 1) for use by Vendor in support of the project.

Location where services will be performed Springfield, Illinois
Value of services performed at this location $5,300,000

Location where services will be performed Denver, Colorado
Value of services performed at this location $0.0

2.8 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. Vendor personnel will have 24/7 access to the project area and system development environments (subject to planned outages and outages caused by incidents out of the control of IDOR). Any remote access of the system development environments will be made via an assigned state-owned laptop.

2.9 WARRANTIES FOR SUPPLIES AND SERVICES:

2.9.1 Vendor warrants that the supplies and services 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 supplies to meet such warranties. Vendor warrants the services and supplies provided under this Contract for a period of 1 year. The warranty period will commence upon acceptance of the final deliverable by IDOR.

2.9.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. 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.

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

2.10 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

2.10.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

2.10.2 By August 31 of each year, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (35 ILCS 5/216, 5/217).

3. PRICING

3.1 METHOD AND RATE OF COMPENSATION: The State will compensate Vendor for the initial term as follows:

☐ Hourly _____
☐ Monthly _____
☐ Annually _____
☒ Project $5,300,000.*

☐ Item (show unit of measure and rate)_____

* This compensation is for all services provided by Vendor under this Contract and includes all associated Vendor license fees.

3.2 TYPE OF PRICING: Pricing under this contract is

☒ Firm_____

☐ Estimated_____

3.3 RENEWAL COMPENSATION: If this 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.

3.4 EXPENSES: Any expenses that Vendor may charge are shown in this section. The State will not compensate Vendor for expenses related to travel, lodging or meal.

3.5 DISCOUNT: _____% discount for payment within _____ days of receipt of invoice

3.6 TAX: Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

3.7 INVOICING: Vendor shall invoice at the completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in this contract.

Send invoices to: Gail Jayne, Project Manager, Illinois Department of Revenue, 101 W. Jefferson St., Springfield, Illinois 62702.

3.8 PAYMENT TERMS AND CONDITIONS:

3.8.1 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).

3.8.2 Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. 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.

3.8.3 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.

3.8.4 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 (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. Vendor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; http://www.state.il.us/agency/idol/index.htm to ensure understanding of prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request.

3.8.5 Vendor understands and agrees that the Illinois Department of Transportation will serve as Funding Agent for IDOR for $1,540,800.00 of the cost of the portion of this Contract which relates to IFTA. IDOR will be solely responsible for paying Vendor for services in excess of the $1,540,800.00. IDOR will review and approve all contractor invoices for services. IDOR will transmit invoices up to the maximum amount of $1,540,800.00 (for services related to IFTA) to the CVISN Project Manager at IDOT for review and approval. Verified invoices for services related to IFTA shall be submitted to IDOT by IDOR within two weeks of receipt by IDOR.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60): 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, (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.

4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): 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 under 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 years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five 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 the contract 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 books and records.

4.3 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.

4.4 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.

4.5 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 30 days of the declaration.

4.6 CONFIDENTIAL INFORMATION: Each Party, including its agents and subcontractors, to this contract 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.

4.7 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.

4.8 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers 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 property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

4.9 INSURANCE: Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

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

4.11 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.

4.12 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.

4.13 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 subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.

4.14 APPLICABLE LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. 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 contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at *http://www.ilga.gov/legislation/ilcs/ilcs.asp*). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

4.15 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 the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

4.16 CONTRACTUAL AUTHORITY: The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement officer or authorized designee signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

4.17 NOTICES: Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

4.18 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.

4.19 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 to determine whether Vendor can be considered responsible on specific future contract opportunities.

4.20 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract.

5. STANDARD CERTIFICATIONS

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

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

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

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

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

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

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

5.2 Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

5.3 Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.

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

5.5 Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

5.6 To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

5.7 Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

5.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

5.9 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

5.10 Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).

5.11 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

5.12 Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.

5.13 Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).

5.14 Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor 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).

5.15 Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

5.16 Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).

5.17 Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

5.18 In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).

5.19 a) If Vendor employs 25 or more employees and this contract is worth more than $5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
b) If Vendor is an individual and this contract is worth more than $5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).

5.20 Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed $10,000 (30 ILCS 582).

5.21 Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).

5.22 Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

5.23 Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

5.24 Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

5.25 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

5.26 Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

5.27 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

5.28 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)

5.29 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

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

☐ Vendor is not required to register as a business entity with the State Board of Elections.
or
☒ Vendor has registered **and has attached a copy** of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 23393

Fast Enterprises LLC

6400 S Fiddler's Green Circle
Suite 1500
Greenwood Village CO 80111

Information for this business last updated on:

Monday, January 09, 2012

Certificate produced on Monday, January 09, 2012 at 11:59 AM

Registered
SEAL OF THE STATE BOARD OF ELECTIONS
ILLINOIS
Business

6.0 DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are six sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still complete Sections 2, 3, 4, 5 and 6 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor:_____

D/B/A (if used):_____

Name of any Parent Organization:_____

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k☐, 20f☐, or 40f☐.

OR

b. If Vendor is a privately held corporation with more than 400 shareholders

i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

i. For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☐ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☐ Yes ☐ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☐ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☐ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: _____. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
0.5% or less_____ >0.5 to 1.0% _____ >1.0 to 2.0%_____ >2.0 to 3.0 %_____ > 3.0 to 4.0%_____%
>4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☐ Partnership ☐ Other (explain)_____

Name:_____
Address:_____
_____

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☐

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☐

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☐

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐

(e) Appointive office; the holding of 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 office currently or in the previous 3 years. Yes ☐ No ☐

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☐

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☐

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐

Section 2: Section 50-13 Conflicts of Interest (*All Vendors must complete this section)*

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: ☐ No Conflicts Of Interest
☐ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure (*All Vendors must complete this section).*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes ☐	No ☐
Professional licensure discipline	Yes ☐	No ☐
Bankruptcies	Yes ☐	No ☐
Adverse civil judgments and administrative findings	Yes ☐	No ☐
Criminal felony convictions	Yes ☐	No ☐

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

_____

_____

Section 4: Disclosure of Business Operations with Iran *(All Vendors must complete this section).*

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

(1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;

or

(2) the company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

☐ There are no business operations that must be disclosed to comply with the above cited law.

☐ The following business operations are disclosed to comply with the above cited law:

_____

_____

Section 5: Current and Pending Contracts (*All Vendors must complete this section).*

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes ☐ No ☐

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

_____

_____

_____

_____

_____

_____

Section 6: Representative Lobbyist/Other Agent (*All Vendors must complete this section).*

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes ☐ No ☐

If yes, please identify each agent / lobbyist, including name and address.

_____

_____

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

_____

_____

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This information is submitted on behalf of: _____

(Vendor/Subcontractor Name)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

7. SUPPLEMENTAL PROVISIONS

7.1 State 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)

☒ Agency Supplemental Terms and Conditions (see 7.3)

☒ Other (describe) FTA Certification Regarding Lobbying (49 CFR Part 20)

☒ Protection of Federal and State Tax Return Information (see Appendix 2)

7.2 Vendor Supplemental Provisions

☐ _____

7.3 Agency Supplemental Terms and Conditions

7.3.1 AMENDMENTS:
This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

7.3.2 AGENTS AND EMPLOYEES:
Vendor shall be responsible for the negligent acts and omissions of its agents, employees and 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 hereunder. In the event that the Agency/Buyer determines that any individual performing services for Vendor hereunder is not providing such skilled services, it shall promptly so notify Vendor and Vendor shall replace that individual.

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

7.3.4 CONSULTATION:
Vendor shall keep the Agency/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 Agency/Buyer the opportunity to review relevant documents prior to filing with any public body or adversarial party.

7.3.5 ACCOUNTING:
The Vendor shall be responsible for utilizing the appropriate provisions contained in Title 48, Code of Federal Regulations, subpart 31, as amended (Contract Cost Principles and Procedures) with respect to all costs associated with supplies and/or services the Vendor provides to the Agency/Buyer pursuant to the terms of this contract. The Vendor shall also maintain a proper accounting system in accordance with generally accepted accounting standards or Agency/Buyer directives. Information regarding the cost principles in Title 48, Code or Federal Regulations, subpart 31 (Contract Cost Principles and Procedures) may be viewed at the following website: http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/31.htm#P0_0

7.3.6 THIRD PARTY BENEFICIARIES:
There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the Agency/Buyer and the Vendor.

7.3.7 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.

7.3.8 VENDOR'S TERMINIATION DUTIES:
The Vendor, upon receipt of notice of termination or upon request of the Agency/Buyer, shall:

7.3.8.1 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 Agency/Buyer may require;

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

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

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

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

7.3.9 OVERTIME:

All work performed by Vendor at overtime rates shall be pre-approved by the Agency/Buyer. Agency/Buyer agrees to waive this requirement.

7.3.10 PURCHASE OF EQUIPMENT AND MAINTENANCE ASSURANCE:

7.3.10.1 Vendor shall not purchase equipment with funds received under this Contract without having obtained the Agency/Buyer's prior approval. For purposes of this Article, "equipment" shall include any product, tangible and non-tangible, used solely in Vendor's performance under this Contract and having a useful life of two years or more and an acquisition cost of at least $100. Vendor acknowledges that the Agency/Buyer is under no obligation to give consent and that the Agency/Buyer may, if it gives consent, subject that consent to such additional terms and conditions as the Agency/Buyer may require. Vendor acknowledges that any equipment purchased under this provision is and shall remain the property of the Agency/Buyer.

7.3.10.2 The Agency/Buyer reserves the right to maintain any equipment purchased under this Contract using Agency/Buyer personnel or third party maintainers. In such case, Vendor shall provide the Agency/Buyer or its maintenance provider with such services, documentation, materials and parts under reasonable terms and conditions and at reasonable costs. The Agency/Buyer reserves the right to return to Vendor's maintenance following written certification by Vendor that the equipment is eligible for Vendor's maintenance. Vendor's standard charges for the certification inspection, plus any applicable charges required to bring the equipment into eligibility for Vendor's maintenance shall apply. Exercise of these rights by the Agency/Buyer shall be without penalty or sanction by Vendor.

7.3.10.3 If Vendor discontinues service or maintenance of equipment or software provided under this Contract, Vendor shall provide to the Agency/Buyer at no cost adequate documentation and access to specialized or proprietary tools to allow the Agency/Buyer or a subcontractor to maintain the equipment or software. This provision shall not apply if Vendor arranges for continued service and maintenance through another Vendor and at a price acceptable to the Agency/Buyer.

7.3.11 USE OF THIRD PARTIES:

7.3.11.1 The Agency/Buyer acknowledges that the Vendor may contract with third parties for the performance of any of the Vendor's obligations under this Contract. However, all subcontracts shall be subject to prior approval by the Agency/Buyer, so the Vendor must obtain the Agency/Buyer's prior written consent before allowing any Third Party to perform any of the Vendor's obligations under this Contract.

7.3.11.2 A Vendor who obtains the Agency/Buyer's prior written consent and subsequently enters into a contract with a Third Party for performance of any of the Vendor's obligations under this Contract remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Vendor under this Contract shall also apply fully and completely to subcontractors. This includes requiring all subcontractors to submit certifications and disclosures to Agency/Buyer

for review and approval upon request. The Agency/Buyer shall have the right to request the removal of a subcontractor from the Contract for good cause.

7.3.12 USE OF WORK PRODUCT:
Unless otherwise agreed in writing, the following applies regarding work product created or produced for the State's sole use under this Contract:

7.3.12.1 Work product produced under this Contract, including, but not limited to, documents, reports, information, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the State and/or Agency/Buyer, including any patent, copyright or other intellectual property rights;

7.3.12.2 With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. § 101;

7.3.12.3 To the extent that any portion of such work product is not a work made for hire, Vendor completely and without reservation assigns to the Agency/Buyer all right, title and interest in and to such portion of the work product, as well as all related intellectual property rights, including patent and copyright;

7.3.12.4 Agency/Buyer shall exercise all rights of ownership in all such work product without restriction or limitation, without further compensation to Vendor.

7.3.12.5 Vendor shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the State except to perform this Contract. Nothing herein shall be construed as precluding the use of any information independently acquired by Vendor without such limitation;

7.3.12.6 The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that Vendor previously developed and brings to the Agency/Buyer in furtherance of performance of the Contract shall remain the property of the Vendor, and Vendor grants to the Agency/Buyer a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

7.3.12.7 Items such as processes, code, or configuration developed by the Vendor under this Contract that are intended for multiple clients shall not be considered work product under this Contract and shall remain the property of the Vendor. Vendor grants to the Agency/Buyer a nonexclusive license to use and employ such processes, code, or configuration solely within its enterprise.

7.3.13 INCORPORATION BY REFERENCE:
The provisions, conditions, specifications and certifications contained in this Solicitation Document are, by this reference, made a part hereof.

7.3.14 FEDERAL FUNDING:

7.3.14.1 CERTIFICATIONS AND ASSURANCES REQUIRED BY THE U.S. OFFICE OF MANAGEMENT AND BUDGET (OMB) (SF-424B AND SF-424D)

As required by OMB, the Vendor certifies that it:

(a) Has the legal authority and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project;

(b) Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

(d) Will initiate and complete the work within the applicable project time periods;

(e) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:

- Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;

- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;

- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;

- The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;

- The Drug Abuse, Prevention, Treatment and Rehabilitation Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;

- The Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

- The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2, related to confidentiality of alcohol and drug abuse patient records;

- Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;

- Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and

- Any other nondiscrimination statute(s) that may apply to the project.

(f) Will comply with all federal environmental standards applicable to the project, including but not limited to:

- Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;

- Notification of violating facilities pursuant to Executive Order 11738;

- Protection of wetlands pursuant to Executive Order 11990;

- Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;

- Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;

- Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;

- Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;

- Protection of endangered species under the Endangered Species Act of 1973, as amended;

- The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system.

(g) Will comply with all other federal statutes applicable to the project, including but not limited to:

- Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;

- The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;

- The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- Executive Order 11593, which relates to identification and protection of historic properties;
- The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 *et seq.*;
- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 *et seq.*, which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

7.3.14.2 CERTIFICATION REGARDING LOBBYING:

As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Vendor's authorized representative certifies to the best of his or her knowledge and belief that for each contract for federal assistance exceeding $100,000:

(a) No federal appropriated funds have been or will be paid by or on behalf of the Vendor to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and (b) If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Vendor assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352. (c) The language of this certification shall be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements).

The Vendor understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The Vendor also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7.3.14.3 CONTROL OF PROPERTY:

Vendor certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

7.3.14.4 COST PRINCIPLES:

The cost principles of this Contract are governed by the cost principles found in Title 48, Code of Federal Regulations, Subpart 31, as amended; and all costs included in this Contract are allowable under Title 48, Code of Federal Regulations, Part 31, as amended.

7.3.14.5 DAVIS-BACON ACT:

To the extent applicable, Vendor will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted sub agreements.

7.3.14.6 DEBARMENT:

Vendor shall comply with Debarment provisions as contained in 2 Code of Federal Regulations, 1200 as amended. Vendor certifies that to the best of its knowledge and belief, Vendor and Vendor's principals:

a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal Agency/Buyer or agency; b) within a three-year period preceding this Contract have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of a prospective Vendor to certify to the certification in this section will not necessarily result in denial of participation in this Contract. The prospective Vendor shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Agency/Buyer determined whether to enter into this transaction. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Agency/Buyer may terminate this Contract for cause. The Vendor shall provide immediate written notice to the Agency/Buyer if at any time the Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Section shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Vendor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Agency/Buyer. The Vendor agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Agency/Buyer, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Vendor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless Vendor knows the certification is erroneous. Vendor may decide the method and frequency by which it determines the eligibility of its principals. Each Vendor may, but is not required to, check the Non-procurement List. If a Vendor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Agency/Buyer may terminate this Contract for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of a Vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7.3.14.7 DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE:

In accordance with 49 CFR 26.13(a), as amended, the Vendor assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Vendor assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and sub agreements supported with Federal assistance derived from the U.S. DOT. The Vendor's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a Part of this Contract for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Vendor, and failure to carry out its terms shall be treated as a violation of the Contract. Upon notification by the Federal Government or the Agency/Buyer to the Vendor of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

7.3.14.8 DRUG FREE WORKPLACE:

The Vendor certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C.A. 702 as amended and 49 C.F.R. 32, Subpart B, including Appendix C as amended.

7.3.14.9 INTELLIGENT TRANSPORTATION SYSTEMS PROGRAM:

As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

(a) In accordance with Section 5206(e) of TEA-21, 23 U.S.C. 502 note, the Vendor assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

7.3.14.10 NONDISCRIMINATION ASSURANCE:

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the Vendor assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1A, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Vendor receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Vendor retains ownership or possession of the project property, whichever is longer, the Vendor assures that:

(a) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.(b) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Vendor assures that it will submit the required information pertaining to its compliance with these requirements. (c) It will include in each sub agreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any sub recipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project. (d) Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits. (e) The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance. (f) It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

7.3.14.11 NONDISCRIMINATION ON THE BASIS OF DISABILITY:

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Vendor assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Vendor assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal Agency/Buyers or agencies.

7.3.14.12 PROCUREMENT COMPLIANCE CERTIFICATION:

The Vendor certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The Vendor certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each sub recipient and each contractor will also include in its sub agreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

7.3.14.13 STANDARD ASSURANCES:

The Vendor assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, Federal Aviation Administration (FAA) Orders and Circulars, and other federal requirements in carrying out any project supported by federal funds. The Vendor recognizes that federal laws, regulations, policies, and

administrative practices may be modified from time to time and those modifications may affect project implementation. The Vendor agrees that the most recent federal requirements will apply to the project.

7.3.14.14 FALSE OR FRAUDULENT STATEMENTS OR CLAIMS:

The Vendor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with this Project, the Government reserves the right to impose on the VENDOR the penalties of 18 U.S.C. Section 1001, 49 U.S.C. Section 5307, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the Government may deem appropriate. VENDOR agrees to include this clause in all state and federal assisted contracts and subcontracts.

7.3.14.15 CHANGED CONDITIONS AFFECTING PERFORMANCE:

The Vendor shall immediately notify the Department of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

7.3.14.16 THIRD PARTY DISPUTES OR BREACHES:

The Vendor agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA and the Department reserve the right to concur in any compromise or settlement of any third party contract claim involving the Vendor. The Vendor will notify FTA and the Department of any current or prospective major dispute pertaining to any third party contract. If the Vendor seeks to name the Government as a party to the litigation, the Vendor agrees to inform both FTA and the Department before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Government, the Vendor will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive FTA's or the Department's immunity to suit.

7.3.14.17 FLY AMERICA:

Vendor will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B-138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

7.3.14.18 CLEAN AIR:

For all contracts and subcontracts exceeding $100,000, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7601 – 7671q).

7.3.14.19 CLEAN WATER:

For all contracts and subcontracts exceeding $100,000, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.

7.3.14.20 NON-WAIVER:

The Vendor agrees that in no event shall any action or inaction on behalf of or by the Department, including the making by the Department of any payment under this Agreement, constitute or be construed as a waiver by the Department of any breach by the Vendor of any terms of this Agreement or any default on the part of the Vendor which may then exist; and any action, including the making of a payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

7.3.14.21 ENERGY CONSERVATION:

To the extent applicable, the Vendor and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

7.3.14.22 ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:

The Vendor shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Vendor to verify that persons employed by the Vendor are eligible to work in the United States.

7.3.14.23 BUY AMERICAN ACT:

In accordance with the Buy American Act, 41 U.S.C. 10a-10d, only steel, iron and manufactured products produced in the United States may be purchased with federal funds unless an exception under section b(2) or b(3) of the Buy American Act applies. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the federal government.

All of the requirements listed in Section 7.3.14 apply to the federally funded project. The Vendor agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? ☒ Yes ☐ No DSB

Amount of Federal funds: $1,540,800

Federal Project Number: FM-CVN-0019-11-01-00

Name of Project: Implement online international fuel tax agreement filings

CFDA Number*, Federal Agency, Program Title: 20.237

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. 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

2. 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

3. 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: FAST ENTERPRISES, LLC

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number _____

Legal Status (*check one*):

- ☐ Individual
- ☐ Sole Proprietor
- ☐ Partnership
- ☐ Legal Services Corporation
- ☐ Tax-exempt
- ☐ Corporation providing or billing medical and/or health care services
- ☐ Corporation NOT providing or billing medical and/or health care services
- ☐ Governmental
- ☐ Nonresident alien
- ☐ Estate or trust
- ☐ Pharmacy (Non-Corp.)
- ☐ Pharmacy/Funeral Home/Cemetery (Corp.)
- ☒ Limited Liability Company (select applicable tax classification)
  - ☐ D = disregarded entity
  - ☐ C = corporation
  - ☒ P = partnership

Signature: _____ **Date:** 1/12/2012

APPENDIX 1

Minimal Specifications for Developer Workstations and Demonstration Laptop(s)

Developer Workstations:

Intel Core 2 Duo E8500 3.0 GHz
4 GB RAM
20 GB available disk storage
Dual 1680x1050 widescreen color monitors
Microsoft Windows 7
Microsoft Office 2010
IDM Ultra Edit software
Visual Studio 2010 Professional

(Two workstations will also have Adobe RoboHelp and Adobe Captivate)

Demonstration Laptop(s):

Intel Core 2 Duo E8500 3.0 GHz
4 GB RAM
20 GB available disk storage
1680x1050 15" display
Microsoft Windows 7
Microsoft Office 2010
IDM Ultra Edit software
Visual Studio 2010 Professional

APPENDIX 2

PROTECTION OF FEDERAL AND STATE TAX RETURN INFORMATION

I. PERFORMANCE

In performance of this Contract, the Vendor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be performed under the supervision of the Vendor or the Vendor's responsible employees.

(2) Any Federal or State returns or return information (hereafter referred to as "returns" or "return information") made available to Vendor shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person, except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone other than an officer or employee of the Vendor is prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(4) No work involving returns and return information furnished under this Contract will be subcontracted without prior written approval of the IRS.

(5) The Vendor will maintain a list of employees authorized access. Such list will be provided to the Agency and, upon request, to the IRS reviewing office.

(6) The Agency will have the right to void this Contract if the Vendor fails to provide the safeguards described above.

II. FEDERAL CRIMINAL/CIVIL SANCTIONS:

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the Vendor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or entity not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

III. INSPECTION:

The IRS shall have the right to send its officers and employees into the offices and plants of the Vendor for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the Vendor is found to be noncompliant with required safeguards.

DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are six sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still must complete Sections 2, 3, 4, 5 and 6 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: **Fast Enterprises, LLC**

D/B/A (if used): _____

Name of any Parent Organization: _____

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k☐, 20f☐, or 40f☐.

OR

b. If Vendor is a privately held corporation with more than 400 shareholders

i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

i For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☒ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☐ Yes ☒ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☒ Yes ☐ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 28.4%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
0.5% or less_____ >0.5 to 1.0% _____ >1.0 to 2.0%_____ >2.0 to 3.0 %_____ > 3.0 to 4.0%_____ %
>4.0 to 5.0%_____ and in additional 1% increments as appropriate _____%

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☐ Partnership ☒ Other (explain)_____

Name: **Martin Rankin**
Address: **6418 E Orchard Place**
Centennial, CO 80016

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract.	Yes ☐	No ☒
(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.	Yes ☐	No ☒
(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.	Yes ☐	No ☒
(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.	Yes ☐	No ☒
(e) Appointive office; the holding of 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 office currently or in the previous 3 years.	Yes ☐	No ☒
(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.	Yes ☐	No ☒
(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.	Yes ☐	No ☒
(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.	Yes ☐	No ☒
(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	Yes ☐	No ☒
(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	Yes ☐	No ☒

Section 2: Section 50-13 Conflicts of Interest *(All Vendors must complete this section)*

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: ☒ No Conflicts Of Interest
☐ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure *(All Vendors must complete this section).*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes ☐	No ☒
Professional licensure discipline	Yes ☐	No ☒
Bankruptcies	Yes ☐	No ☒
Adverse civil judgments and administrative findings	Yes ☐	No ☒
Criminal felony convictions	Yes ☐	No ☒

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

_____

_____

Section 4: Disclosure of Business Operations with Iran *(All Vendors must complete this section).*

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

(1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;

or

(2) the company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

☒ There are no business operations that must be disclosed to comply with the above cited law.

☐ The following business operations are disclosed to comply with the above cited law:

_____

_____

Section 5: Current and Pending Contracts (*All Vendors must complete this section*).

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes ☒ No ☐

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

Illinois Department of Revenue: Ongoing Integrated Tax System (GenTax/ i-Star Project) Appropriation #- 07-001-49227-1600-0000-1620, in warranty through 06/30/12
Illinois Department of Revenue: Currently negotiating Taxpayer Access Point (TAP), Procurement Business Case #- 11000000063015

Section 6: Representative Lobbyist/Other Agent (*All Vendors must complete this section*).

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes ☐ No ☒

If yes, please identify each agent / lobbyist, including name and address.

_____

_____

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

_____

_____

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: Fast Enterprises LLC

(Vendor/Subcontractor Name)

Name of Authorized Representative: Jennifer Turell
Title of Authorized Representative: Partner
Signature of Authorized Representative: Jennifer Turell
Date: 01/09/12

DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are six sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still must complete Sections 2, 3, 4, 5 and 6 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: **Fast Enterprises, LLC**

D/B/A (if used): _____

Name of any Parent Organization: _____

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. (*All Vendors must complete this section*)

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k☐, 20f☐, or 40f☐.

OR

b. If Vendor is a privately held corporation with more than 400 shareholders

i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

i. For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☒ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☐ Yes ☒ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

☒ Yes ☐ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?

☐ Yes ☒ No DSB [illegible]

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 11.0%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

0.5% or less_____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____ > 3.0 to 4.0% _____ %
>4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %

6. *If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:*

Sole Proprietorship ☐ Stock ☐ Partnership ☒ Other (explain)_____

Name: **Gary Nichol**
Address: **5823 S Highline Circle**
Greenwood Village, CO 80121

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of 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 office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

Section 2: Section 50-13 Conflicts of Interest *(All Vendors must complete this section)*

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: ☒ No Conflicts Of Interest
☐ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure *(All Vendors must complete this section).*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes ☐	No ☒
Professional licensure discipline	Yes ☐	No ☒
Bankruptcies	Yes ☐	No ☒
Adverse civil judgments and administrative findings	Yes ☐	No ☒
Criminal felony convictions	Yes ☐	No ☒

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Section 4: Disclosure of Business Operations with Iran *(All Vendors must complete this section).*

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

(1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;

or

(2) the company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

☒ There are no business operations that must be disclosed to comply with the above cited law.

☐ The following business operations are disclosed to comply with the above cited law:

_____

_____

Section 5: Current and Pending Contracts (*All Vendors must complete this section*).

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes ☒ No ☐

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

Illinois Department of Revenue: Ongoing Integrated Tax System (GenTax/ i-Star Project) Appropriation #- 07-001-49227-1600-0000-1620, in warranty through 06/30/12
Illinois Department of Revenue: Currently negotiating Taxpayer Access Point (TAP), Procurement Business Case #- 11000000063015

Section 6: Representative Lobbyist/Other Agent (*All Vendors must complete this section*).

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes ☐ No ☒

If yes, please identify each agent / lobbyist, including name and address.

_____

_____

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

_____

_____

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: **Fast Enterprises LLC**

(Vendor/Subcontractor Name)

Name of Authorized Representative: Jennifer Turcell
Title of Authorized Representative: Partner
Signature of Authorized Representative: Jennifer Turcell
Date: Oct/Feb/12

DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are six sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still must complete Sections 2, 3, 4, 5 and 6 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: **Fast Enterprises, LLC**

D/B/A (if used):_____

Name of any Parent Organization:_____

Section 1: Section 50-35 Disclosure of Financial Interest In the Vendor. *(All Vendors must complete this section)*

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k☐, 20f☐, or 40f☐.

OR

b. If Vendor is a privately held corporation with more than 400 shareholders

i These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

i. For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☒ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☐ Yes ☒ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☒ Yes ☐ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 16.2%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
0.5% or less_____ >0.5 to 1.0% _____ >1.0 to 2.0%_____ >2.0 to 3.0 %_____ > 3.0 to 4.0%_____%
>4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☐ Partnership ☒ Other (explain)_____

Name: **David Pearson**
Address: **319 High Ridge Way**
Castle Rock, CO 80108

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract.	Yes ☐	No ☒
(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.	Yes ☐	No ☒
(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.	Yes ☐	No ☒
(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.	Yes ☐	No ☒
(e) Appointive office; the holding of 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 office currently or in the previous 3 years.	Yes ☐	No ☒
(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.	Yes ☐	No ☒
(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.	Yes ☐	No ☒
(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.	Yes ☐	No ☒
(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	Yes ☐	No ☒
(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	Yes ☐	No ☒

Section 2: Section 50-13 Conflicts of Interest *(All Vendors must complete this section)*

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: ☒ No Conflicts Of Interest
☐ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure *(All Vendors must complete this section).*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes ☐	No ☒
Professional licensure discipline	Yes ☐	No ☒
Bankruptcies	Yes ☐	No ☒
Adverse civil judgments and administrative findings	Yes ☐	No ☒
Criminal felony convictions	Yes ☐	No ☒

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

_____

_____

Section 4: Disclosure of Business Operations with Iran *(All Vendors must complete this section).*

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

(1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;

or

(2) the company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

☒ There are no business operations that must be disclosed to comply with the above cited law.

☐ The following business operations are disclosed to comply with the above cited law:

Section 5: Current and Pending Contracts (*All Vendors must complete this section*).

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes ☒ No ☐

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

Illinois Department of Revenue: Ongoing Integrated Tax System (GenTax/ i-Star Project) Appropriation #- 07-001-49227-1600-0000-1620, in warranty through 06/30/12
Illinois Department of Revenue: Currently negotiating Taxpayer Access Point (TAP), Procurement Business Case #- 11000000063015

Section 6: Representative Lobbyist/Other Agent (*All Vendors must complete this section*).

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes ☐ No ☒

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: **Fast Enterprises LLC**

(Vendor/Subcontractor Name)

Name of Authorized Representative: Jennifer Turell
Title of Authorized Representative: Partner
Signature of Authorized Representative: Jennifer Turell
Date: 01/08/12

DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are six sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still must complete Sections 2, 3, 4, 5 and 6 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: **Fast Enterprises, LLC**

D/B/A (if used): _____

Name of any Parent Organization: _____

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. (*All Vendors must complete this section*)

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k☐, 20f☐, or 40f☐.

OR

b. If Vendor is a privately held corporation with more than 400 shareholders

i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

i. For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☒ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☐ Yes ☒ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☒ Yes ☐ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 19.2%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
0.5% or less_____ >0.5 to 1.0% _____ >1.0 to 2.0%_____ >2.0 to 3.0 %_____ > 3.0 to 4.0%_____%
>4.0 to 5.0%_____ and in additional 1% increments as appropriate _____%

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☐ Partnership ☒ Other (explain)_____

Name: **James Harrison**
Address: **10151 River Rock Lane**
Garden City, ID 83714

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of 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 office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

Section 2: Section 50-13 Conflicts of Interest *(All Vendors must complete this section)*

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: ☒ No Conflicts Of Interest
☐ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure *(All Vendors must complete this section).*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes ☐	No ☒
Professional licensure discipline	Yes ☐	No ☒
Bankruptcies	Yes ☐	No ☒
Adverse civil judgments and administrative findings	Yes ☐	No ☒
Criminal felony convictions	Yes ☐	No ☒

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Section 4: Disclosure of Business Operations with Iran *(All Vendors must complete this section).*

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

(1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;

or

(2) the company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

☒ There are no business operations that must be disclosed to comply with the above cited law.

☐ The following business operations are disclosed to comply with the above cited law:

Section 5: Current and Pending Contracts (*All Vendors must complete this section*).

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes ☒ No ☐

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

Illinois Department of Revenue: Ongoing Integrated Tax System (GenTax/ i-Star Project) Appropriation #- 07-001-49227-1600-0000-1620, in warranty through 06/30/12
Illinois Department of Revenue: Currently negotiating Taxpayer Access Point (TAP), Procurement Business Case #- 11000000063015

Section 6: Representative Lobbyist/Other Agent (*All Vendors must complete this section*).

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes ☐ No ☒

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: **Fast Enterprises LLC**

(Vendor/Subcontractor Name)

Name of Authorized Representative: Jennifer Turell
Title of Authorized Representative: Partner
Signature of Authorized Representative: Jennifer Turell
Date: 10/10/12

DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are six sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still must complete Sections 2, 3, 4, 5 and 6 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: **Fast Enterprises, LLC**

D/B/A (if used): _____

Name of any Parent Organization: _____

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k☐, 20f☐, or 40f☐.

OR

b. If Vendor is a privately held corporation with more than 400 shareholders

i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

i. For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☒ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☐ Yes ☒ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☒ Yes ☐ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 12.0%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
0.5% or less_____ >0.5 to 1.0% _____ >1.0 to 2.0%_____ >2.0 to 3.0 %_____ > 3.0 to 4.0%_____%
>4.0 to 5.0%_____ and in additional 1% increments as appropriate _____%

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☐ Partnership ☒ Other (explain)_____

Name: **Dennis Manalo**
Address: **4671 Via Roma**
Bonita Springs, FL 34134

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of 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 office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

Section 2: Section 50-13 Conflicts of Interest *(All Vendors must complete this section)*

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: ☒ No Conflicts Of Interest
☐ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure *(All Vendors must complete this section).*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes ☐	No ☒
Professional licensure discipline	Yes ☐	No ☒
Bankruptcies	Yes ☐	No ☒
Adverse civil judgments and administrative findings	Yes ☐	No ☒
Criminal felony convictions	Yes ☐	No ☒

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Section 4: Disclosure of Business Operations with Iran *(All Vendors must complete this section).*

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

(1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;

or

(2) the company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

☒ There are no business operations that must be disclosed to comply with the above cited law.

☐ The following business operations are disclosed to comply with the above cited law:

Section 5: Current and Pending Contracts (*All Vendors must complete this section*).

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes ☒ No ☐

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

Illinois Department of Revenue: Ongoing Integrated Tax System (GenTax/ i-Star Project) Appropriation #- 07-001-49227-1600-0000-1620, in warranty through 06/30/12
Illinois Department of Revenue: Currently negotiating Taxpayer Access Point (TAP), Procurement Business Case #- 11000000063015

Section 6: Representative Lobbyist/Other Agent (*All Vendors must complete this section*).

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes ☐ No ☒

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: **Fast Enterprises LLC**

(Vendor/Subcontractor Name)

Name of Authorized Representative: Jennifer Tussell
Title of Authorized Representative: Partner
Signature of Authorized Representative: Jennifer Tussell
Date: 01/09/12

DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are six sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still must complete Sections 2, 3, 4, 5 and 6 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: **Fast Enterprises, LLC**

D/B/A (if used): _____

Name of any Parent Organization: _____

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k☐, 20f☐, or 40f☐.

OR

b If Vendor is a privately held corporation with more than 400 shareholders

i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

i For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☒ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☐ Yes ☒ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☒ Yes ☐ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 13.2%. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
0.5% or less_____ >0.5 to 1.0% _____ >1.0 to 2.0%_____ >2.0 to 3.0 %_____ > 3.0 to 4.0%_____%
>4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☐ Partnership ☒ Other (explain)_____

Name: **Jennifer Tuvell**
Address: **648 Dewey St.**
Birmingham, MI 48009

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of 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 office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

Section 2: Section 50-13 Conflicts of Interest *(All Vendors must complete this section)*

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: ☒ No Conflicts Of Interest
☐ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure *(All Vendors must complete this section).*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes ☐	No ☒
Professional licensure discipline	Yes ☐	No ☒
Bankruptcies	Yes ☐	No ☒
Adverse civil judgments and administrative findings	Yes ☐	No ☒
Criminal felony convictions	Yes ☐	No ☒

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Section 4: Disclosure of Business Operations with Iran *(All Vendors must complete this section).*

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

(1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;

or

(2) the company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

☒ There are no business operations that must be disclosed to comply with the above cited law.

☐ The following business operations are disclosed to comply with the above cited law:

Section 5: Current and Pending Contracts (*All Vendors must complete this section*).

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes ☒ No ☐

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

Illinois Department of Revenue: Ongoing Integrated Tax System (GenTax/ i-Star Project) Appropriation #- 07-001-49227-1600-0000-1620, in warranty through 06/30/12
Illinois Department of Revenue: Currently negotiating Taxpayer Access Point (TAP), Procurement Business Case #- 11000000063015

Section 6: Representative Lobbyist/Other Agent (*All Vendors must complete this section*).

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes ☐ No ☒

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: **Fast Enterprises LLC**

(Vendor/Subcontractor Name)

Name of Authorized Representative: Jennifer Tuvell Jennifer Tuvell
Title of Authorized Representative: Partner
Signature of Authorized Representative: Jennifer Tuvell
Date: 01/02/12

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

Contract Goal to be achieved by the Vendor: This contract includes a specific Business Enterprise Program (BEP) utilization goal of __20__% based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified vendor.

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

At the time of proposal submission, the Certified Vendor may not yet be certified with CMS Business Enterprise Program; **however, the Certified Vendor must meet the eligibility requirements and be fully certified in the BEP Program before contract award.** Visit http://www.sell2.illinois.gov/bep/Business_Enterprise.htm for complete requirements and to apply for certification in the Business Enterprise Program. Vendors who submit bids or proposals for State contracts shall not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation (30 ILCS 575(4)(c).

If applicable, the Plan should include an executed Joint Venture agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract. The joint venture agreement must clearly evidence that the certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified vendor's own forces and under its supervision; and the commitment of management, supervisory personnel and operative personnel employed by the certified vendor to be dedicated to the performance of the contract. Each joint venture partner must execute the proposal to the Agency.

An agreement between a Vendor and a certified vendor in which the certified vendor promises not to provide subcontracting quotations to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed certified vendor. Failure to cooperate may render the proposal non-responsive. **The contract will not be finally awarded until the Vendor's Utilization Plan is approved.**

Certified Vendor Locator References: Vendors may consult CMS' BEP Certified Vendor Directory at www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm, as well as the directories of other certifying agencies but subcontracting vendors must be certified by CMS as BEP vendors before the time of contract award.

Vendor Assurance: The Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier.

Calculating Certified Vendor Participation: The Utilization Plan documents work anticipated to be performed by all certified vendors and paid for upon satisfactory completion. Only the value of payments made for the work actually performed by certified BEP vendors is counted toward the contract goal. Counting guidelines are summarized below:

1) The value of the work actually performed by the certified vendor's forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified vendor's forces, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Vendor.

2) A joint venture shall count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.

3) When a certified vendor subcontracts part of the work of its contract to another firm, the value of the subcontracted work shall be counted toward the contract goal only if the certified vendor's subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.

4) A Vendor shall count towards the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified vendor manufacturer, regular dealer or supplier.

5) A Vendor shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:

(a) The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(b) The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

(c) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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

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

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

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

Good Faith Effort Procedures: If the Vendor cannot meet the goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. Vendors must submit utilization forms that meet or exceed the published goal or submit utilization forms that describe a percentage participation that is less than the goal and

submit documentation regarding good faith efforts at the time of bid/proposal submission. Vendors will not be permitted to correct goal deficiencies post bid/proposal due dates. The Agency will consider the quality, quantity, and intensity of the Vendor's efforts.

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

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

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

(c) Making a portion of the work available to certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified vendor participation.

(d) Negotiating in good faith with interested certified vendors. Evidence of such negotiation includes the names, addresses, and telephone numbers of certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified vendors to perform the work. A Vendor using good business judgment will consider a number of factors in negotiating with certified vendors and will take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified vendors is not in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified vendors if the price difference is excessive or unreasonable.

(e) Thoroughly investigating the capabilities of certified vendors and not rejecting them as unqualified without sound reasons. The certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the Vendor's efforts to meet the goal.

(f) Making efforts to assist interested certified vendors in obtaining lines of credit or insurance as required by the Agency, the Vendor or to perform the scope of work.

(g) Making efforts to assist interested certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

(h) Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of certified vendors.

2) In evaluating the Vendor's good faith efforts, the good faith efforts of other vendors to meet the goal on this solicitation or similar contracts may be considered.

3) If the Agency determines that the Vendor has made good faith efforts to meet the goal, the Agency will award the contract provided that the Vendor is otherwise eligible for award.
If the Agency determines that good faith efforts have not been made, it will notify the Vendor in writing of that determination.

Contract Compliance: Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern the Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If the Vendor did not succeed in obtaining enough certified vendor participation to achieve the goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

1) The Utilization Plan may not be amended without the Agency's prior written approval.

2) The Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency. Unauthorized changes or substitutions, including performing the work designated for a certified vendor with the Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. The Vendor must negotiate with the certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.

3) Substitutions of a certified vendor shall be permitted under the following circumstances:
   (a) Unavailability after receipt of reasonable notice to proceed;
   (b) Failure of performance;
   (c) Financial incapacity;
   (d) Refusal by the certified vendor to honor the bid or proposal price or scope;
   (e) Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
   (f) Failure of the certified vendor to meet insurance, licensing or bonding requirements;
   (g) The certified vendor's withdrawal of its bid or proposal; or
   (h) Decertification of the certified vendor.

4) If it becomes necessary to substitute a certified vendor or otherwise change the Utilization Plan, the Vendor must notify the Agency in writing of the request to substitute a certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within 5 business days of receipt of the request.

5) Where the Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified vendor. Documentation of a replacement vendor, or of good faith efforts to replace the certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-certified vendor.

6) If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified vendors have a fair opportunity to bid on the new scope of work.

7) A new subcontract must be executed and submitted to the Agency within 5 business days of the Vendor's receipt of the Agency's approval for the substitution or other change.

8) The Vendor shall maintain a record of all relevant data with respect to the utilization of certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least 5 years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by a certified vendor and final payment to the certified vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP vendor under the contract.

9) The Agency will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of certified vendors, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

10) The Agency reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor's contractual commitments. Final payment shall not be made on the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

UTILIZATION PLAN

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

Fast Enterprises, LLC (the Vendor) submits the following Utilization Plan as part of our proposal in accordance with the requirements of the Minority, Female, Persons with Disability Status and Subcontracting section of the solicitation for **GenTax TAP Implementation.** We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded. We understand that we will not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation (30 ILCS 575(4)(c).

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

Vendor's person responsible for compliance:

Name: **D. Stephen Black**

Title: **Project Manager, Illinois**

Telephone: **(248)** **765-3511** extension _____

Email: **sblack@gentax.com**

We submit one (1) of the following statements:

☐ We are certified (or are eligible and have applied to be certified) with BEP and plan to fully meet the BEP utilization goal through self-performance.

X We attach Section I to demonstrate our Plan fully meets the BEP utilization goal of **20%** through subcontracting.

☐ We attach Section I to detail that we do not fully meet the BEP utilization goal. We also attach Section II, Demonstration of Good Faith Efforts.

Section I
Utilization of Certified Vendors

Please submit a separate Section I for each proposed certified vendor.

To achieve the BEP utilization goal through subcontracting, the following is proposed:

1) The proposed certified vendor's company name, address and phone number:

Travelex International, Inc.
2061 N Barrington Road
Hoffman Estates, IL 60169
(847)882-0400

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

X Certified with the CMS Business Enterprise Program (BEP)

☐ Meets the criteria and has submitted an application for certification with BEP
(BEP certification must be completed before contract award)

☐ Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization:
(BEP certification must be completed before contract award)

_____

_____

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

Provide travel services including, but not limited to, airline tickets, hotel reservations, vehicle rentals, and aircraft charters for professional staff traveling to and from Springfield, IL, Denver, CO, and other necessary venues.

3) The total estimated cost to the state for this contract is **$5,300,000**. The portion of the contract which will be subcontracted to this certified vendor is **$530,000**, or **10%** of the total cost of the contract.

4) A notarized signed letter of intent between **Fast Enterprises, LLC** (the Vendor) and **Travelex International, Inc.** (the certified vendor) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included.

5) A joint venture agreement is not required, as the arrangement between **Fast Enterprises, LLC** and **Travelex International, Inc.** is that of contractor/sub-contractor and not a joint venture.
or,
A joint venture agreement between _____ and _____ is included in lieu of the letter of intent.

6) The Vendor has not prohibited or otherwise limited **Travelex International, Inc.** (certified vendor) from providing subcontractor quotes to other potential bidders/vendors.

We understand that the Agency may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account, and time records.

Section I
Utilization of Certified Vendors

Please submit a separate Section I for each proposed certified vendor.

To achieve the BEP utilization goal through subcontracting, the following is proposed:

1) The proposed certified vendor's company name, address and phone number:

Quinn David & Associates, LLC
436 n. 49th Street
Milwaukee, WI 53208
(414) 688-3583

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

X **Certified with the CMS Business Enterprise Program (BEP)**

☐ Meets the criteria and has submitted an application for certification with BEP
(BEP certification must be completed before contract award)

☐ Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization:
(BEP certification must be completed before contract award)

---

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

Provide technical staffing resources with appropriate professional training and experience. Staff of the certified vendor will be given assignments by Fast which may include:

- **Analysis;**
- **Configuration of software;**
- **Programming and testing;**
- **Development of system documentation;**

3) The total estimated cost to the state for this contract is **$5,300,000**. The portion of the contract which will be subcontracted to this certified vendor is **$530,000**, or **10%** of the total cost of the contract.

4) A notarized signed letter of intent between **Fast Enterprises, LLC** (the Vendor) and **Quinn David & Associates, LLC** (the certified vendor) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included.

5) A joint venture agreement is not required, as the arrangement between **Fast Enterprises, LLC** and **Quinn David & Associates, LLC** is that of contractor/sub-contractor and not a joint venture.
or,
A joint venture agreement between _____ and _____ is included in lieu of the letter of intent.

6) The Vendor has not prohibited or otherwise limited **Quinn David & Associates, LLC** (certified vendor) from providing subcontractor quotes to other potential bidders/vendors.

We understand that the Agency may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account, and time records.

Section II

Demonstration of Good Faith Efforts to Achieve BEP Subcontracting Goal

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

Section II A

Good Faith Efforts Checklist

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

_____ Identified portions of the project work capable of performance by available BEP vendors, including, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP participation even when the Vendor could perform those scopes with its own forces.

_____ Solicited through reasonable and available means (e.g., written notices, advertisements) BEP vendors to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.

_____ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage BEP vendors to submit proposals or bids.

_____ Negotiated in good faith with interested BEP vendors that submitted proposals or bids and thoroughly investigated their capabilities.

_____ Made efforts to assist interested BEP vendors in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).

_____ Utilized resources available to identify available certified vendors, including but not limited to BEP assistance staff; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse businesses.

Section II B

Good Faith Efforts Contacts Log for Soliciting
BEP Sub-consultant, Subcontractor or Supplier Participation

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

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

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

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

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

Project Name **GenTax TAP** Project/Solicitation Number: **Procurement Business Case #- 11000000063015**

Name of Prime Vendor: **Fast Enterprises, LLC**

Address: **6400 South Fiddler's Green Circle, Suite 1500, Greenwood Village** (Street, City) **CO** (State) **80111** (Zip Code)

Telephone: **(303) 770-3700** Fax: **(303) 770-3701** Email: **inquire@gentax.com**

Name of Certified Vendor: **Quinn David & Associates, LLC**

Address: **436 N. 49th Street** (Street) **Milwaukee** (City) **WI** (State) **53208** (Zip Code)

Telephone: **(414) 688-3583** Fax: **(425) 963-6370** Email: **KThompson@QuinnDavid.com**

Type of agreement: X Services ☐ Supplies ☐ Both Services/Supplies

Type of payment: ☐ Lump Sum ____ X Hourly Rate **$80** ☐ Unit Price

Period of Performance: **1/17/12-12/31/13** Proposed Subcontract Amount **$530,000** or Proposed % of Contract **10**

Description of work to be performed by certified vendor:

Provide technical staffing resources with appropriate professional training and experience. Staff of the certified vendor will be given assignments by Fast which may include:

- **Analysis;**
- **Configuration of software;**
- **Programming and testing;**
- **Development of system documentation;**

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

CMS/BEP and Chicago Minority Business Development Council Inc (CMBDC)
(In-process)

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

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

Fast Enterprises, LLC

Signature

D. STEPHEN BLACK
Printed Name

Title: PROJECT MANAGER Date: 1/18/12

Subscribed and sworn before me this

18th day of January, 2012.

D. Lynn DeMarco
Notary Public

My Commission expires: May 23, 2013

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
D LYNN DEMARCO
MY COMMISSION EXPIRES
MAY 23, 2013

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

Quinn David & Associates, LLC

Signature

KEN THOMPSON
Printed Name

Title: MANAGING MEMBER Date: 1/17/2012

Subscribed and sworn before me this

17th day of January, 2012.

Lisa M. Tyley
Notary Public

My Commission expires: February 1, 2015

NOTARY PUBLIC
LISA M. TYLEY
STATE OF WISCONSIN

DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are six sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still must complete Sections 2, 3, 4, 5 and 6 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: QUINN DAVID & ASSOCIATES, LLC

D/B/A (if used): N/A

Name of any Parent Organization: N/A

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k☐, 20f☐, or 40f☐.

OR

b. If Vendor is a privately held corporation with more than 400 shareholders

i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

i. For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☒ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☐ Yes ☒ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☒ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: _____. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
0.5% or less_____ >0.5 to 1.0% _____ >1.0 to 2.0%_____ >2.0 to 3.0 %_____ > 3.0 to 4.0%_____%
>4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☒ Stock ☐ Partnership ☐ Other (explain)_____

Name: KEN THOMPSON
Address: 436 N. 49th Street
Milwaukee, WI 53208

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of 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 office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

Section 2: Section 50-13 Conflicts of Interest *(All Vendors must complete this section)*

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: ☒ No Conflicts Of Interest
☐ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure *(All Vendors must complete this section).*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes ☐	No ☒
Professional licensure discipline	Yes ☐	No ☒
Bankruptcies	Yes ☐	No ☒
Adverse civil judgments and administrative findings	Yes ☐	No ☒
Criminal felony convictions	Yes ☐	No ☒

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

_____

_____

Section 4: Disclosure of Business Operations with Iran *(All Vendors must complete this section).*

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

(1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;

or

(2) the company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

☒ There are no business operations that must be disclosed to comply with the above cited law.

☐ The following business operations are disclosed to comply with the above cited law:

Section 5: Current and Pending Contracts (*All Vendors must complete this section*).

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes ☐ No ☒

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

Section 6: Representative Lobbyist/Other Agent (*All Vendors must complete this section*).

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes ☐ No ☒

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: QUINN DAVID & ASSOCIATES, LLC
(Vendor/Subcontractor Name)

Name of Authorized Representative: KEN THOMPSON
Title of Authorized Representative: MANAGING MEMBER
Signature of Authorized Representative: Ken Thompson
Date: 1/17/2012

Revised 12/14/10

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. 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

2. 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

3. 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: Ken Thompson

Business Name: Quinn David & Associates, LLC

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number _____

Legal Status (*check one*):

- ☐ Individual
- ☐ Sole Proprietor
- ☐ Partnership
- ☐ Legal Services Corporation
- ☐ Tax-exempt
- ☐ Corporation providing or billing medical and/or health care services
- ☐ Corporation NOT providing or billing medical and/or health care services
- ☐ Governmental
- ☐ Nonresident alien
- ☐ Estate or trust
- ☐ Pharmacy (Non-Corp.)
- ☐ Pharmacy/Funeral Home/Cemetery (Corp.)
- ☒ Limited Liability Company (select applicable tax classification)
  - ☒ D = disregarded entity
  - ☐ C = corporation
  - ☐ P = partnership

Signature: Ken Thompson

Date: 1/24/12

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 23489

Quinn David & Associates, LLC

436 N. 49th Street

Milwaukee WI 53208

Information for this business last updated on:

Tuesday, January 24, 2012

Certificate produced on Tuesday, January 24, 2012 at 3:15 PM

Registered STATE BOARD OF ELECTIONS ILLINOIS Business

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

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

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

Project Name **GenTax TAP** Project/Solicitation Number: **Procurement Business Case #- 11000000063015**

Name of Prime Vendor: **Fast Enterprises, LLC**

Address: **6400 South Fiddler's Green Circle, Suite 1500, Greenwood Village** (Street, City) **CO** (State) **80111** (Zip Code)

Telephone: **(303) 770-3700** Fax: **(303) 770-3701** Email: **inquire@gentax.com**

Name of Certified Vendor: **Travelex International, Inc.**

Address: **2061 N Barrington Road** (Street) **Hoffman Estates** (City) **IL** (State) **60169** (Zip Code)

Telephone: **(847)882-0400** Fax: **(847)882-1212** Email: **info@travelexonline.com**

Type of agreement: X Services ☐ Supplies ☐ Both Services/Supplies

Type of payment: ☐ Lump Sum ____ ☐ Hourly Rate__ X Unit Price **(each occurrence priced separately)**

Period of Performance: **1/17/12-12/31/13** Proposed Subcontract Amount **$530,000** or Proposed % of Contract **10**

Description of work to be performed by certified vendor:

Provide travel services including, but not limited to, airline tickets, hotel reservations, vehicle rentals, and aircraft charters for professional staff traveling to and from Springfield, IL, Denver, CO, and other necessary venues.

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

CMS/BEP and Women's Business Development Council

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

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

Fast Enterprises, LLC

Signature

D. STEPHEN BLACK

Printed Name

Title: PROJECT MANAGER Date: 1/23/12

Subscribed and sworn before me this

23rd day of January, 2012.

Abby M. Mesnard

Notary Public

My Commission expires: 5/25/15

OFFICIAL SEAL
ABBEY M MESNARD
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/25/15

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

Travelex International, Inc. D/B/A TRAVELEX INTERNATION

Signature

URSULA PEARSON

Printed Name

Title: PRESIDENT Date: 1/11/2012

Subscribed and sworn before me this

23rd day of January, 2012.

Abby M. Mesnard

Notary Public

My Commission expires: 5/25/15

OFFICIAL SEAL
ABBEY M MESNARD
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/25/15

DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are six sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still must complete Sections 2, 3, 4, 5 and 6 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: TRAVELEX INTERNATIONAL, INC.

D/B/A (if used): TRAVELEX INTERNATIONAL

Name of any Parent Organization: ——

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k☐, 20f☐, or 40f☐.

OR

b. If Vendor is a privately held corporation with more than 400 shareholders

i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

i. For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☒ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
☐ Yes ☒ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☒ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
☐ Yes ☒ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 100% . For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
0.5% or less_____ >0.5 to 1.0% _____ >1.0 to 2.0%_____ >2.0 to 3.0 %_____ > 3.0 to 4.0%_____%
>4.0 to 5.0%_____and in additional 1% increments as appropriate _____%

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐ Stock ☒ Partnership ☐ Other (explain)_____

Name: URSULA PEARSON
Address: 6 TRENTON COURT
SOUTH BARRINGTON, IL 60010

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☒

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ☐ No ☒

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ☐ No ☒

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(e) Appointive office; the holding of 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 office currently or in the previous 3 years. Yes ☐ No ☒

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ☐ No ☒

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ☐ No ☒

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☒

Section 2: Section 50-13 Conflicts of Interest *(All Vendors must complete this section)*

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: ☒ No Conflicts Of Interest
☐ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure *(All Vendors must complete this section).*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes ☐	No ☒
Professional licensure discipline	Yes ☐	No ☒
Bankruptcies	Yes ☐	No ☒
Adverse civil judgments and administrative findings	Yes ☐	No ☒
Criminal felony convictions	Yes ☐	No ☒

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

_____

_____

Section 4: Disclosure of Business Operations with Iran *(All Vendors must complete this section).*

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

(1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;

or

(2) the company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

☒ There are no business operations that must be disclosed to comply with the above cited law.

☐ The following business operations are disclosed to comply with the above cited law:

Section 5: Current and Pending Contracts (*All Vendors must complete this section).*

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes ☒ No ☐

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

MBA (EXECUTIVE) – NIU / AIRFARE – BARCELONA/PARIS – MARCH 2012

MBA (EXECUTIVE) – NIU / AIRFARE – BERLIN/PRAGUE – MAY 2012

Section 6: Representative Lobbyist/Other Agent (*All Vendors must complete this section).*

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes ☐ No ☒

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: TRAVELEX INTERNATIONAL, INC.
(Vendor/Subcontractor Name)

Name of Authorized Representative: URSULA PEARSON
Title of Authorized Representative: PRESIDENT
Signature of Authorized Representative: Ursula E Pearson
Date: JANUARY 11, 2012

Revised 12/14/10

CMS

ILLINOIS
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Pat Quinn, Governor

June 03, 2011

Ursula Pearson
Travelex International Inc
2061 Barrington Road
Hoffman Estates, IL 60169-2023

Certification Expires: June 03, 2012

Re: FBE Recognition Certification Approval
(Women Business Development Center)

Dear Business Owner:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a female business enterprise (FBE) under the Business Enterprise Program for Minorities, Females, and Persons with Disabilities.

BEP accepts the Women Business Development Center's (WBDC) certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with WBDC.

At least 60 days prior to the anniversary day of your certification, you will be notified by BEP to update your certification as a condition of continued certification. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of any such changes will result in decertification of your firm.

Please keep in mind that, while this certification does not guarantee you will receive a State contract, it does assure your firm the opportunity to participate in the State's procurement process. Currently, your firm's name appears in the State's Directory as a certified vendor with BEP. As you may know, State of Illinois Agencies and State Universities have a spending goal established with BEP-certified companies.

Please visit our website at www.sell2.illinois.gov to obtain information about current and upcoming procurement opportunities, contracts, forms, and also to register to receive email alerts when the State is preparing to purchase a product or service that you may provide.

Thank you for your participation in BEP. The State of Illinois values its relationship with small and diverse businesses and looks forward to do business with your company. For further information or if you have any questions, please call (312) 814-4190, Toll-free (800) 356-9206, Hearing Impaired (800) 526-0844.

Sincerely,

Ruddy I. Ortiz
Deputy Director
Business Enterprise Program

(L23)

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 14103

Travelex International, Inc.

2061 N. Barrington Road

Hoffman Estates IL 60169-2023

Information for this business last updated on:

Thursday, September 03, 2009

Certificate produced on Thursday, September 03, 2009 at 1:46 PM

Registered Business

WBENC | Women's Business Enterprise National Council

hereby grants

National Women's Business Enterprise Certification

to

TRAVELEX INTERNATIONAL, INC.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Development Center – Chicago, a WBENC Regional Partner Organization.

Expiration Date: 06/30/2012
WBENC National Certificate Number: 240658

Authorized by Hedy M. Ratner, Co-President, S. Carol Dougal, Co-President
Women's Business Development Center – Chicago

Women's Business Development Center
A Bridge to Success

NAICS Codes: 561510, 561520

UNSPSC Codes: 90121502, 94111804

Astra · Center for Women's Enterprise · ORVWBC Ohio River Valley Women's Business Council · Women's Business Council · WBEA · WBEC · WBEC South · WBEC · Women's Business Enterprise Council · Women Presidents' Educational Organization

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. 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
2. 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
3. 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: TRAVELEX INTERNATIONAL, INC.

Business Name: TRAVELEX INTERNATIONAL

Taxpayer Identification Number:

Social Security Number ——

or

Employer Identification Number _____

Legal Status (*check one*):

- ☐ Individual
- ☐ Sole Proprietor
- ☐ Partnership
- ☐ Legal Services Corporation
- ☐ Tax-exempt
- ☐ Corporation providing or billing medical and/or health care services
- ☒ Corporation NOT providing or billing medical and/or health care services
- ☐ Governmental
- ☐ Nonresident alien
- ☐ Estate or trust
- ☐ Pharmacy (Non-Corp.)
- ☐ Pharmacy/Funeral Home/Cemetery (Corp.)
- ☐ Limited Liability Company (select applicable tax classification)
  - ☐ D = disregarded entity
  - ☐ C = corporation
  - ☐ P = partnership

Signature: Gregg E. Carson

Ursula E. Pearl

Date: 1/24/2012

APPENDIX C

GENTAX LICENSE AGREEMENT

This Agreement is made this 18th day of October, 2006 by and between Fast Enterprises LLC ("Fast") and the Illinois Department of Revenue (the "Agency"), for the licensing and implementation of GenTax®. Fast has its principal office at 6400 S Fiddlers Green Circle Suite 1500 Greenwood Village Colorado 80111. The Agency has its principal office at 100 West Jefferson, Springfield, IL 62702.

In consideration of the mutual agreements and covenants contained in this Agreement, the parties agree as follows:

1. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings ascribed to them:

1.1. "Documentation" means technical data, including computer listings and printouts, in human-readable form that:

1.1.1. Documents the design or details of the Software;

1.1.2. Explains the capabilities of the Software; or

1.1.3. Provides operating instructions for using the Software to obtain desired results from a computer.

1.2. "Maintenance" includes Software fixes and Software Upgrades.

1.3. "Software" means the GenTax® Integrated Tax Processing Software that is the subject of this Agreement.

1.4. "Software Upgrades" includes all patches, updates, new releases, and other enhancements related to the Software.

1.5. "Support" includes configuration assistance, application development, consulting, and training.

2. SOFTWARE LICENSE. In this section on Software Licenses, the term "Use" means storing, loading, installing, executing or displaying the Software on a computer, processor, or controller, or making a copy of the Software for archival or backup purposes only.

2.1. Fast grants the Agency, for the contracted amount paid, a non-transferable, perpetual, irrevocable and non-exclusive right to use the Software, in object code form, and the Documentation furnished under this Agreement (the "License").

2.2. This grant shall allow the Agency to use the Software to support the administration of the Agency's statutory responsibilities.

2.3. This License grants the Agency the right to use the Software to fulfill the business requirements and objectives of the new system, as described in the Request for Proposal, Reference #22010344, IDOR ITS FY06, dated May 10, 2006, and the attachments thereto, and as further defined in the response to that RFP submitted by Fast on June 12, 2006.

2.4. The Agency may install the Software on any workstation or server within the Agency.

2.5. The Agency agrees to use its best efforts to see that its employees and users of the Software comply with the terms and conditions set out in this Agreement. The Agency

also agrees to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent of the Software.

2.6. The Agency is permitted to make archive copies of the Software. Any copy must contain the same copyright notice and proprietary markings that are on the original Software.

2.7. The License extends to Software Upgrades, provided such Software Upgrades are acquired as part of an Annual Maintenance contract.

3. USE OF SOFTWARE AND INFORMATION.

3.1. The Agency agrees that the Software or technical and business information ("Information") owned by Fast or its suppliers and furnished to the Agency under this Agreement shall remain the property of Fast or the supplier.

3.2. All Software and Information furnished to the Agency under this Agreement:

3.2.1. Shall be used by the Agency only for the purposes defined in Section 2 of this Agreement; and

3.2.2. Shall not be reproduced or copied, in whole or in part, except as necessary for use as authorized under this Agreement..

3.3. The Agency acknowledges that the Software is deemed to be proprietary and confidential and the terms of Section 17 apply to the Software.

3.4. The license to the Software granted hereunder is not assignable or transferable.

3.5. This Agreement does not grant a license to the Agency to resell or otherwise redistribute the Software.

3.6. Except as provided in this Agreement, use of the Software or License thereto shall be permitted only with Fast's prior written consent which consent shall not be unreasonably withheld and such use shall be subject to Fast's standard fee in effect at the time of the use.

4. OWNERSHIP OF SOFTWARE. The Agency acknowledges that the Software, and all improvements and modifications made to it by any party, is and remains the sole property of Fast Enterprises, LLC. This Agreement neither expresses nor implies that any interest in the Software is assigned or transferred to the Agency.

5. WARRANTIES. Fast warrants the tapes, diskettes or other media provided under this Agreement to be free of defects in materials and workmanship under normal use for ninety (90) days from the delivery date unless otherwise agreed to in writing by the parties. Fast will replace without charge any Fast supplied tapes, diskettes or other media not in good working order if returned to Fast during the warranty period. If Fast is unable to replace the tapes, diskettes or other media, Fast will refund the full amount paid for the use of the Software.

6. WARRANTY EXCLUSIONS.

6.1. EXCEPT AS STATED IN SECTION 5, FAST, ITS PARENT, SUBSIDIARIES AND THEIR AFFILIATES, SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESSED OR IMPLIED.

6.2. The warranty provided in Section 5 does not cover repair for damages, malfunctions or service failures caused by:

6.2.1. Unauthorized actions of non-Fast personnel;

6.2.2. Failure to follow Fast's installation, configuration, operation or maintenance instructions;

6.2.3. Attachment to the Software of non-Fast software or failure of software not maintained by Fast unless such installation or use is approved in writing by Fast; or

6.2.4. Force Majeure conditions set forth here. Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes or unusually severe weather. In the event of Force Majeure conditions, Fast shall make every reasonable effort to complete performance as soon as possible.

7. LIMITATION OF LIABILITY.

7.1. For purposes of this Section 7, "Fast" shall be deemed to include Fast and its employees, agents, representatives, subcontractors, and suppliers, and "damages" shall be deemed to refer collectively to all injury, damage, loss, liability, expense or cost incurred.

7.2. Fast shall not be liable for incidental, indirect, special or consequential damages, or for lost profits, savings or revenues of any kind, whether or not Fast has been advised of the possibility of such damages. Fast makes no representation or warranty, either express, implied or statutory, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose with respect to work products developed, services performed or use of the Software under this Agreement. In no event will Fast be liable for indirect, special, collateral, incidental, or consequential damages in connection with or arising out of the work products developed, services performed or use of the Software under this Agreement. These excluded damages include, but are not limited to, cost of removal or installation, outside computer time, labor costs, loss of goodwill, loss of profits, loss of savings, loss of use, loss or corruption of data or interruption of business.

8. SUPPORT.

8.1. Fast agrees to provide, under separate agreement and for a fee, services to support the implementation of the Software. Implementation support services may include, but are not limited to, configuration assistance, application development, consulting and training, and will be charged as specified under separate agreement.

8.2. Fast agrees to provide Annual Maintenance and support services after successful implementation, under separate agreement on an annual basis. Annual Maintenance will include, but not be limited to, telephone support, problem resolution and Software Upgrades, and will be charged at an annual fixed fee. Support services after

implementation may include, but are not limited to, configuration assistance, application development, consulting and training, and will be charged on a time and material basis.

8.3. Fast may, at no additional charge, modify Software to improve operation and reliability or to meet legal requirements.

8.4. Relocation of Software is the Agency's responsibility and may result in additional support charges and modified service response times.

8.5. Fast is not required to provide support for Nonqualified Software. "Nonqualified Software" is software not supplied or approved by Fast, and software for which the Agency does not allow Fast to incorporate modifications. The Agency is responsible for removing Nonqualified Software to allow Fast to perform support services.

8.6. Support does not cover any damage or failure caused by:

8.6.1. Media and supplies or use of items not designated for use with Software; or

8.6.2. Site conditions that do not conform to Fast's previously established site specifications; or

8.6.3. Neglect, improper use, fire or water damage, electrical disturbances, transportation by the Agency, work or modification by people other than Fast's employees, subcontractors, or other authorized parties.

8.7. The Agency is responsible for the security of its proprietary and confidential information and for maintaining a procedure external to the Software to reconstruct lost or altered files, data or programs. The Agency must notify Fast if the Software is being used in an environment that poses a potential health hazard to Fast's employees or subcontractors.

9. TERMINATION. Either party may terminate the Agreement (and/or any order issued pursuant to the Agreement) when the other has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days, after receipt of such notice.

10. FORM OF SOFTWARE. The Agency agrees that the Software supplied under this Agreement shall be delivered to the Agency in object code form only. Fast Enterprises will maintain the Software source with an escrow agent and list the Agency as an authorized recipient of the source code in the event that:

10.1. A receiver is appointed for Fast or for its property and assets;

10.2. Any proceeding under any bankruptcy or insolvency laws are commenced by or against Fast;

10.3. Fast breaches its Maintenance and Support agreement with the Agency.

11. AGREEMENT TERM AND RENEWAL OPTIONS. See the "Contract for Services" between Fast Enterprises and the Illinois Department of Revenue, to which this Agreement is attached.

12. CONTRACT RELATIONSHIP. The parties hereby acknowledge and agree that each is an independent contractor, that no party shall be considered to be the agent, representative, master

or servant of any other party for any purpose whatsoever, and that no party has any authority to enter into any contract, assume any obligations or to give any warranties or representations on behalf of any other party. Nothing in this Agreement shall be construed to create a relationship of partners, joint venturers, fiduciaries, or any other similar relationship between the parties.

13. TAXES. For purposes of this section, "Taxes" means any taxes, fees, levies, charges or other assessments imposed by any governmental entity or any political subdivision thereof on the provision, sale, transfer or use of services or products or any other duties or fees imposed on payments for services or products. Taxes include, but are not limited to, sales and use tax, retail sales tax, gross receipts tax, value added tax or goods and services tax. Taxes do not include amounts withheld from payments which are in lieu of income taxes, fiduciary taxes, taxes imposed on capital, taxes imposed on property and taxes which are to be borne by payee under law. If any of the services or products provided under this Agreement are subject to any Taxes, such Taxes will be payable by the Agency. If, after the effective date of this Agreement, a governmental entity or any political subdivision thereof assesses, or attempts to assess, Taxes not applicable or in existence at the time this Agreement becomes effective, the Agency will be responsible for such Taxes, after reasonable time to appeal.

14. FAST RESPONSIBILITY. Fast shall assume responsibility for production and delivery of all material and services offered as a result of this Agreement, whether or not Fast is the manufacturer or producer of such material or services. Further, Fast will be the sole point of contact on contractual matters, including payment of charges resulting from this Agreement.

15. SUBCONTRACTING. In the course of fulfilling its responsibilities under this Agreement, Fast may, at its discretion, and after providing written notice to the Agency, enter into subcontracts relating to the performance of this Agreement or any part thereof.

16. ASSIGNMENTS. This Agreement cannot be transferred or assigned without the mutual written consent of Fast and the Agency.

17. CONFIDENTIAL INFORMATION. Pursuant to this Agreement, Fast and the Agency may disclose to each other information that each may regard as proprietary or confidential and it is hereby agreed as follows:

17.1. **Definitions.**

17.1.1. "Confidential Information" will mean any non-public information that the disclosing party (the "Disclosing Party") specifically marks and designates, in writing, as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential. "Confidential Information" includes, but is not limited to, designs, inventions, specifications, techniques, models, data, source code or object code, trade secrets, know-how and information relating to the technology, customers, business plans, promotional and marketing activities, pricing policies, finances and other business affairs of the Disclosing Party.

17.1.2. "Confidential Information" will not include any information which the receiving party (the "Receiving Party") can demonstrate: (i) was, at the time of disclosure, generally available to the public, or became generally available to the public after the disclosure, through no fault of the Receiving Party; (ii) was, at the time of disclosure, known to the Receiving Party and not subject to an existing agreement

of confidentiality between the parties; (iii) is furnished by the Disclosing Party to third parties without restriction; (iv) is furnished to the Receiving Party by a third party who legally obtained said information and the right to disclose it; (v) is approved for release by written authorization of the Disclosing Party; or (vi) is developed independently by the Receiving Party where the Receiving Party can document such independent development.

17.1.3. "Confidential Materials" will mean all tangible materials containing Confidential Information, including but not limited to drawings, schematics, written or printed documents, computer disks, tapes, and compact disks, whether machine or user readable.

17.1.4. Any information which falls within the definitions of Confidential Information or Confidential Materials and which was disclosed or provided to the Receiving Party by the Disclosing Party or an agent of the Disclosing Party prior to the Receiving Party's signing of this Agreement will be deemed to be included in and covered by the terms and conditions of this Agreement.

17.2. **Restrictions**

17.2.1. The Receiving Party will hold all Confidential Information and Confidential Materials in confidence, will use the Confidential Information and Confidential Materials only for the purpose for which they are disclosed, will reproduce the Confidential Information and Confidential Materials only to the extent necessary for such purpose, and will not disclose the Confidential Information or Confidential Materials to any third party without the Disclosing Party's prior written consent.

17.2.2. The Receiving Party will take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information and Confidential Materials.

17.2.3. The Receiving Party may disclose Confidential Information or Confidential Materials only to the Receiving Party's employees or consultants on a need-to-know basis. The Receiving Party will have executed or will execute appropriate written agreements with its employees and consultants sufficient to enable it to comply with all the provisions of this Agreement.

17.2.4. If the Receiving Party becomes legally obligated to disclose Confidential Information or Confidential Materials by any governmental entity with jurisdiction over it, the Receiving Party will give the Disclosing Party prompt written notice sufficient to allow the Disclosing Party to seek a protective order or other appropriate remedy. The Receiving Party will disclose only such information as is legally required and will use its reasonable best efforts to obtain confidential treatment for any Confidential Information or Confidential Materials that is so disclosed.

17.2.5. The Receiving Party will segregate all Confidential Materials from the confidential materials of others to prevent commingling.

17.2.6. The Receiving Party will not reverse engineer, decompile or disassemble any of the Confidential Materials without the prior written consent of the Disclosing Party.

17.2.7. At no time, under any circumstance, will any Fast Confidential Materials be removed from Agency property without the prior written consent of Fast.

17.3. **Rights and Remedies**

17.3.1. The Receiving Party will notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of the Confidential Information or Confidential Materials, or any other breach of this Agreement by the Receiving Party, and will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information or Confidential Materials and prevent its further unauthorized use.

17.3.2. All Confidential Information and Confidential Materials will remain the sole and exclusive property of the Disclosing Party. Upon written demand by the Disclosing Party, the Receiving Party will: (i) cease using the Confidential Information and Confidential Materials; (ii) return the Confidential Information and Confidential Materials and all originals, copies, reproductions and summaries of Confidential Information and Confidential Materials to the Disclosing Party within seven (7) days of receipt of demand; and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

17.4. **Miscellaneous**

17.4.1. Nothing contained in this Agreement will be construed: (i) as requiring the Disclosing Party to disclose to the Receiving Party any particular information; (ii) as granting to the Receiving Party a license, either express or implied, under any patent, copyright, trade secret or other intellectual property right, now or hereafter owned, obtained or licensed by the Disclosing Party; or (iii) as a representation or warranty as to the accuracy, completeness or reliability of the Confidential Information or Confidential Materials.

17.4.2. The Disclosing Party will not be liable for any damages arising out of the use of Confidential Information or Confidential Materials disclosed under this Agreement.

17.4.3. A confidentiality agreement in the form attached hereto in Attachment A, incorporated herein by reference, shall be signed by any Agency agents, subcontractors and subcontractors' employees.

18. USE OF THE JURISDICTION NAME. The Agency agrees that Fast may, prior to, in the course of performance of this Agreement (or any order), or thereafter use the Agency's name in advertising and promotional media as a customer or client of Fast.

19. GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by the laws of the State of Illinois. Any action to enforce the provisions of this Agreement shall be brought in court in the State of Illinois.

20. SEVERABILITY. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.

21. WAIVER. None of the provisions of this Agreement will be deemed to have been waived by any act or acquiescence by any party, but only by an instrument in writing signed by an authorized representative of the waiving party. No waiver of any provision of this Agreement will constitute a waiver of any other provision or of the same provision on another occasion. Failure to enforce any provision of this Agreement will not constitute waiver of such provision or any other provisions of this Agreement.

22. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties regarding its subject matter, superseding any prior oral or written agreements or understandings relating thereto.

23. PRECEDENCE. The terms of the "Contract for Services" between Fast Enterprises and the Illinois Department of Revenue, to which this Agreement is attached, shall take precedence over any conflicting terms in this Agreement. If any term of this Agreement is in contradiction with any other agreement between the parties on a different subject matter, the terms of this Agreement shall prevail, unless the other agreement explicitly states otherwise.

24. AMENDMENT. This Agreement may only be enlarged, altered, voided or modified by a written amendment signed by Fast and the Agency.

25. HEADINGS. Descriptive headings and Section/Paragraph numbering in this Agreement are for convenience only and shall not affect the construction or meaning of contractual language.

26. NOTICES. All deliveries, notices, requests, demands or other communications related to this Agreement that either party may be required or may desire to give to the other will be deemed received by the recipient when delivered personally; or by registered or certified mail, return receipt requested; or by overnight carrier; or upon telephone confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Communications should be addressed as follows:

Fast:
First M. Last
Fast Enterprises, LLC
6400 S Fiddlers Green Circle, Suite 1500
Greenwood Village, Co 80111
Tel: (303) 770-3700
Fax: (303) 770-3701

Agency:
Curt Smith
CIO
Illinois Department of Revenue
101 West Jefferson Street
Springfield, IL 61702
Tel: (217) 782-3804
Fax: (217) 524-2552

ATTACHMENT A TO GENTAX LICENSE AGREEMENT

NONDISCLOSURE AGREEMENT

FAST ENTERPRISES, LLC, a New York Limited Liability Company, ("Fast") is providing the Illinois Department of Revenue (the "Agency") access to Fast products, tools, inventions, innovations, design concepts, program code, knowledge capital and professional services. This arrangement includes, but is not limited to, access to components that comprise the Fast GenTax® product.

The following articles govern the procedures by which the undersigned ("I", "me", "my") will handle the Fast confidential information. Specifically:

1. Fast declares that the following are confidential ("Confidential Material"):
   a) Any products, tools, inventions, innovations, program code and executables, programming aids and tools, drawings, formulae and algorithms, ideas, designs, concepts, know-how, discoveries, techniques, data designs, data definitions, documents, material and other knowledge capital, electronic or otherwise, which form part of the GenTax® product or are directly or indirectly related to the GenTax® product whether copyrightable or patentable or not.
   b) Any documents or material which are marked "CONFIDENTIAL"
2. Fast will disclose such Confidential Material to individuals as required for:
   a) The evaluation of the GenTax® business functions by the Agency
   b) Use of the GenTax® product to support the administration of the Agency's statutory responsibilities
3. I agree to receive any such Confidential Material in confidence and to use such Confidential Material solely for the purpose defined in Section 2 above. I further agree to take either:
   a) Such measures as I would take in protecting the confidentiality of my own confidential information or
   b) Such measures as a reasonable person would take in protecting the confidentiality of his or her own confidential information,

   whichever represents the higher standard, in protecting the confidentiality of the Confidential Material.
4. I agree that any Confidential Material that I receive can only be used for purposes outlined in Section 2 above. Other uses can be made only after obtaining the written permission of Fast.
5. I agree not to remove, from the Agency property, any Confidential Material without first obtaining the written permission of Fast.
6. I agree that I will not disclose any Confidential Material, directly or indirectly, to any party other than the Agency without first obtaining the written permission of Fast.
7. I agree that all Confidential Material provided under the terms of this Agreement shall remain the property of Fast and shall be returned to Fast upon its request, including any and all copies I might produce.

8. Nothing herein shall be construed as giving me any license or right in connection with the Confidential Material disclosed to me.
9. My obligation to maintain information in confidence shall not extend to such portions of the information as are general knowledge in the public domain or in my possession or custody prior to execution of this Agreement, as evidenced by dated documentation.
10. I understand that my obligation to protect the confidentiality of the Confidential Material extends beyond my involvement with the Agency and beyond my involvement with Fast. Furthermore, my obligation to protect the confidentiality of the Confidential Material is not subject to changes in my employment status.
11. I understand that access to the Confidential Material is provided on a need-to-know basis. If, for any reason, such need no longer exists, I agree that I will return all Confidential Material to Fast, including any and all copies I may have produced.
12. If any term of this Agreement should be declared void or unenforceable, such declaration will have no effect on the remaining terms herein.

[PU1]Are you comfortable being limited to this use?
[PU2]There must be a limit to the number of extension years. What was authorized under the PBC?

APPENDIX D

Utilization Plan

Response to Attachment E

The following Utilization Plan is Fast Enterprises' (the Vendor) response to Attachment E – Minority, Female, Persons with Disability Status and Subcontracting and is submitted as part of our proposal.

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

We acknowledge the requirements of Attachment E, Minority, Female, Persons with Disability Status and Subcontracting, and are submitting this Utilization Plan with the pricing proposal.

We understand that compliance with Attachment E is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.

Vendor's person responsible for compliance with Attachment E:

James G. Harrison
Name
Member
Title

Telephone: (877) 275-3278 extension ____

Email: JHarrison@GenTax.com

We submit one (1) of the following statements:

☐ We are certified with BEP and plan to fully meet the BEP utilization goal through self-performance.

☒ We attach Section I, to demonstrate our Plan fully meets the BEP utilization goal of 19% through subcontracting.

☐ We attach Section I, to detail that we do not fully meet the BEP utilization goal of 19%. We also attach Section II, Demonstration of Good Faith Efforts.

Section I

Utilization of certified vendors

Please submit a separate Section I for each proposed certified vendor.

To achieve the BEP utilization goal through subcontracting, the following is proposed:

(1) The proposed certified vendor's company name and address

Arias Information Solutions LLC
566 West Lake St., Suite 492
Chicago, Illinois 60661

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

☒ Certified with the CMS Business Enterprise Program (BEP)

☐ Has submitted application for certification with BEP

☐ Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization:

_____

_____

(2) A detailed description of the commercially useful work to be done by this certified vendors is as follows:

Provide technical staffing resources with experience implementing information technology solutions. Staff of the certified vendor will be given specific assignments by Fast which may include:

- Programming and testing;
- Development of various plans and documents;
- Installation and configuration of software;
- Assistance in the integration of various software components to make the IDOR ITS fully operational and functional; and/or
- Interfacing with and training IDOR personnel.

(3) The total estimated cost to the state for this contract is $45,000,000. The portion of the contract which will be subcontracted to this certified vendor is $2,050,000, or 4.5556% of the total cost of the contract.

(4) A notarized signed letter of intent between Fast Enterprises, LLC (the Vendor) and Arias Information Solutions LLC (the certified vendor) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included as Attachment F.

(5) A joint venture agreement is not required, as the arrangement between Fast Enterprises, LLC and Arias Information Solutions LLC is that of contractor/sub-contractor and not a joint venture.

OR,

A joint venture agreement between _____ and _____ is included in lieu of Attachment F.

(6) The Vendor has not prohibited or otherwise limited (certified vendor) Arias Information Solutions LLC from providing subcontractor quotes to other potential bidders/vendors.

We understand that the Agency may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account, and time records.

Section I

Utilization of certified vendors

Please submit a separate Section I for each proposed certified vendor.

To achieve the BEP utilization goal through subcontracting, the following is proposed:

(1) The proposed certified vendor's company name and address

Electronic Knowledge Interchange
33 West Monroe, Suite 1700
Chicago, Illinois 60603

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

☐ Certified with the CMS Business Enterprise Program (BEP)

☐ Has submitted application for certification with BEP

☒ Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization:

Chicago Minority Business Development Council

(2) A detailed description of the commercially useful work to be done by this certified vendors is as follows:

Provide technical staffing resources with experience implementing information technology solutions. Staff of the certified vendor will be given specific assignments by Fast which may include:

- Programming and testing;
- Development of various plans and documents;
- Installation and configuration of software;
- Assistance in the integration of various software components to make the IDOR ITS fully operational and functional; and/or
- Interfacing with and training IDOR personnel.

(3) The total estimated cost to the state for this contract is $45,000,000. The portion of the contract which will be subcontracted to this certified vendor is $3,530,000, or 7.8444% of the total cost of the contract.

(4) A notarized signed letter of intent between Fast Enterprises, LLC (the Vendor) and Electronic Knowledge Interchange (the certified vendor) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included as Attachment F.

(5) A joint venture agreement is not required, as the arrangement between Fast Enterprises, LLC and Electronic Knowledge Interchange is that of contractor/sub-contractor and not a joint venture.

OR,

A joint venture agreement between _____ and _____ is included in lieu of Attachment F.

(6) The Vendor has not prohibited or otherwise limited (certified vendor) Electronic Knowledge Interchange from providing subcontractor quotes to other potential bidders/vendors.

We understand that the Agency may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account, and time records.

Section I

Utilization of certified vendors

Please submit a separate Section I for each proposed certified vendor.

To achieve the BEP utilization goal through subcontracting, the following is proposed:

(1) The proposed certified vendor's company name and address

Quinn David & Associates, LLC
436 N. 49th Street
Milwaukee, WI 53208

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

☐ Certified with the CMS Business Enterprise Program (BEP)

☐ Has submitted application for certification with BEP

☒ Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization:

Currently certified with National Minority Supplier Diversity Council and is seeking reciprocal certification through the Chicago Minority Business Development Council.

(2) A detailed description of the commercially useful work to be done by this certified vendors is as follows:

Provide technical staffing resources with experience implementing information technology solutions. Staff of the certified vendor will be given specific assignments by Fast which may include:

- Programming and testing;
- Development of various plans and documents;
- Installation and configuration of software;
- Assistance in the integration of various software components to make the IDOR ITS fully operational and functional; and/or

- Interfacing with and training IDOR personnel.

(3) The total estimated cost to the state for this contract is $45,000,000. The portion of the contract which will be subcontracted to this certified vendor is $1,350,000, or 3.0000% of the total cost of the contract.

(4) A notarized signed letter of intent between Fast Enterprises, LLC (the Vendor) and Quinn David & Associates, LLC (the certified vendor) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included as Attachment F.

(5) A joint venture agreement is not required, as the arrangement between Fast Enterprises, LLC and Quinn David & Associates, LLC is that of contractor/sub-contractor and not a joint venture.

OR,

A joint venture agreement between _____ and _____ is included in lieu of Attachment F.

(6) The Vendor has not prohibited or otherwise limited Quinn David & Associates, LLC (certified vendor) from providing subcontractor quotes to other potential bidders/vendors.

We understand that the Agency may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account, and time records.

Section I
Utilization of certified vendors

Please submit a separate Section I for each proposed certified vendor.

To achieve the BEP utilization goal through subcontracting, the following is proposed:

(1) The proposed certified vendor's company name and address

Travelex International Inc.
2500 W. Higgins Rd., Suite 1065
Hoffman Estates, Illinois 60195

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

☐ Certified with the CMS Business Enterprise Program (BEP)

☐ Has submitted application for certification with BEP

☒ Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization:

Women's Business Development Council

(2) A detailed description of the commercially useful work to be done by this certified vendors is as follows:

Provide travel services including, but not limited, to airline tickets, hotel reservations, vehicle rentals, and aircraft charters for professional staff traveling to and from Springfield, IL.

(3) The total estimated cost to the state for this contract is $45,000,000. The portion of the contract which will be subcontracted to this certified vendor is $1,500,000 or 3.3333% of the total cost of the contract.

(4) A notarized signed letter of intent between Fast Enterprises, LLC (the Vendor) and Travelex International Inc. (the certified vendor) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included as Attachment F.

(5) A joint venture agreement is not required, as the arrangement between Fast Enterprises, LLC and Travelex International Inc. is that of contractor/sub-contractor and not a joint venture.

OR,

A joint venture agreement between _____ and _____ is included in lieu of Attachment F.

(6) The Vendor has not prohibited or otherwise limited Travelex International Inc. (certified vendor) from providing subcontractor quotes to other potential bidders/vendors.

We understand that the Agency may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account, and time records.

Section I
Utilization of certified vendors

Please submit a separate Section I for each proposed certified vendor.

To achieve the BEP utilization goal through subcontracting, the following is proposed:

(1) The proposed certified vendor's company name and address

LaBelle/Rothery Movers, Inc.
525 Enterprise Parkway
Lake Zurich, IL 60047

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

☒ Certified with the CMS Business Enterprise Program (BEP)

☐ Has submitted application for certification with BEP

☐ Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization:

_____

_____

_____

(2) A detailed description of the commercially useful work to be done by this certified vendors is as follows:

Provide relocation services, including the moving of household goods and automobiles and the provision of temporary storage.

(3) The total estimated cost to the state for this contract is $45,000,000. The portion of the contract which will be subcontracted to this certified vendor is $85,000 or 0.1889% of the total cost of the contract.

(4) A notarized signed letter of intent between Fast Enterprises, LLC (the Vendor) and Labelle/Rothery Movers, Inc. (the certified vendor) detailing the work to be

performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included as Attachment F.

(5) A joint venture agreement is not required, as the arrangement between Fast Enterprises, LLC and Labelle/Rothery Movers, Inc. is that of contractor/sub-contractor and not a joint venture.

OR,

A joint venture agreement between _____ and _____ is included in lieu of Attachment F.

(6) The Vendor has not prohibited or otherwise limited Labelle/Rothery Movers, Inc. (certified vendor) from providing subcontractor quotes to other potential bidders/vendors.

We understand that the Agency may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account, and time records.

Section I

Utilization of certified vendors

Please submit a separate Section I for each proposed certified vendor.

To achieve the BEP utilization goal through subcontracting, the following is proposed:

(1) The proposed certified vendor's company name and address

Fraser Consulting, LLC
9628 Regency Loop SE
Olympia, WA 98513

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

☐ Certified with the CMS Business Enterprise Program (BEP)

☐ Has submitted application for certification with BEP

☒ Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization:

Currently certified with the Washington State Office of Minority and Women's Business Enterprises; in the process of applying for certification with the Illinois Department of Central Management Services' Business Enterprise Program.

(2) A detailed description of the commercially useful work to be done by this certified vendors is as follows:

Provide business process reengineering and change management consulting services to the project. The certified vendor will be given specific assignments by Fast which may include:

- Organization development;
- Team development;
- Meeting facilitation; and/or
- Executive coaching.

(3) The total estimated cost to the state for this contract is $45,000,000. The portion of the contract which will be subcontracted to this certified vendor is $35,000 or 0.0778% of the total cost of the contract.

(4) A notarized signed letter of intent between Fast Enterprises, LLC (the Vendor) and Fraser Consulting, LLC (the certified vendor) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included as Attachment F.

(5) A joint venture agreement is not required, as the arrangement between Fast Enterprises, LLC and Fraser Consulting, LLC is that of contractor/sub-contractor and not a joint venture.

OR,

A joint venture agreement between _____ and _____ is included in lieu of Attachment F.

(6) The Vendor has not prohibited or otherwise limited Fraser Consulting, LLC (certified vendor) from providing subcontractor quotes to other potential bidders/vendors.

We understand that the Agency may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account, and time records.

FAST ENTERPRISES

Letter of Intent (LOI)

This letter of intent confirms that if Fast Enterprises, LLC (FAST) is awarded a contract to deliver an Integrated Tax System for the Illinois Department of Revenue pursuant to the State's Request for Proposal with solicitation number IDOR ITS FY06, then FAST intends to enter into a subcontract with the Certified Vendor named below.

Prime Vendor

NAME: Fast Enterprises, LLC
ADDRESS: 6400 South Fiddler's Green Circle, Suite 1500
Greenwood Village, CO 80111
TELEPHONE: (877) 275-3278
FACSIMILE: (303) 770-3701
E-MAIL: JHarrison@GenTax.com

Project

NAME: Illinois Department of Revenue Integrated Tax System
Solicitation #: IDOR ITS FY06

Certified Vendor

NAME: Arias Information Solutions LLC
ADDRESS: 566 West Lake St., Suite 492
Chicago, Illinois 60661
TELEPHONE: (312) 928-0667
FACSIMILE: (312) 258-1393
E-MAIL: rarias@ariasis.com

Type of agreement:
- ☒ Services
- ☐ Supplies
- ☐ Both Services/Supplies

Type of payment:
- ☐ Lump Sum _____
- ☒ Hourly Rate $75
- ☐ Unit Price_____

Period of Performance: 10/01/06 – 06/30/11
Proposed Subcontract Amount: $2,050,000

Description of work to be performed by certified vendor:

Provide technical staffing resources with experience implementing information technology solutions. Staff of the certified vendor will be given specific assignments by Fast which may include:

1. Programming and testing;
2. Development of various plans and documents;
3. Installation and configuration of software;
4. Assistance in the integration of various software components to make the IDOR ITS fully operational and functional; and/or
5. Interfacing with and training IDOR personnel.

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

Illinois Department of Central Management Services' Business Enterprise Program

FAST and the Certified Vendor above hereby agree that upon the execution of a contract for the above-named project between FAST and Central Management Services, the Certified Vendor will perform the scope of work for the price as indicated above.

PRIME VENDOR	CERTIFIED VENDOR
Fast Enterprises, LLC	Arias Information Solutions LLC
James G. Harrison	Ray Arias
James G. Harrison	Ray Arias
Member	President
Date: June 23, 2006	Date: 6/26/06
Subscribed and sworn before me this	Subscribed and sworn before me this
23 day of June, 2006.	26 day of June, 2006.
Notary Public	Notary Public
My Commission expires: 8/8/07	My Commission expires: 1/7/09

"OFFICIAL SEAL"
WANDA VAZQUEZ
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 01/07/2009

NOTARY PUBLIC IDAHO

FAST
ENTERPRISES

Letter of Intent (LOI)

This letter of intent confirms that if Fast Enterprises, LLC (FAST) is awarded a contract to deliver an Integrated Tax System for the Illinois Department of Revenue pursuant to the State's Request for Proposal with solicitation number IDOR ITS FY06, then FAST intends to enter into a subcontract with the Certified Vendor named below.

Prime Vendor

NAME: Fast Enterprises, LLC
ADDRESS: 6400 South Fiddler's Green Circle, Suite 1500
Greenwood Village, CO 80111
TELEPHONE: (877) 275-3278
FACSIMILE: (303) 770-3701
E-MAIL: JHarrison@GenTax.com

Project

NAME: Illinois Department of Revenue Integrated Tax System
Solicitation #: IDOR ITS FY06

Certified Vendor

NAME: Electronic Knowledge Interchange
ADDRESS: 33 West Monroe, Suite 1700
Chicago, Illinois 60603
TELEPHONE: (312) 236-2002
FACSIMILE: (312) 236-2022
E-MAIL: rblackwell@eki-consulting.com

Type of agreement:
- ☒ Services
- ☐ Supplies
- ☐ Both Services/Supplies

Type of payment:
- ☐ Lump Sum _____
- ☒ Hourly Rate $105
- ☐ Unit Price_____

Period of Performance: 10/01/06 – 06/30/11
Proposed Subcontract Amount: $3,530,000

Description of work to be performed by certified vendor:

Provide technical staffing resources with experience implementing information technology solutions. Staff of the certified vendor will be given specific assignments by Fast which may include:

1. Programming and testing;
2. Development of various plans and documents;
3. Installation and configuration of software;
4. Assistance in the integration of various software components to make the IDOR ITS fully operational and functional; and/or
5. Interfacing with and training IDOR personnel.

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

Chicago Minority Business Development Council

FAST and the Certified Vendor above hereby agree that upon the execution of a contract for the above-named project between FAST and Central Management Services, the Certified Vendor will perform the scope of work for the price as indicated above.

PRIME VENDOR	CERTIFIED VENDOR
Fast Enterprises, LLC	Electronic Knowledge Interchange
James G. Harrison	Robert Blackwell Jr.
Member	President
Date: June 23, 2006	Date: June 28, 2006
Subscribed and sworn before me this	Subscribed and sworn before me this
23 day of June, 2006.	28 day of June, 2006.
Notary Public	Notary Public
My Commission expires: 8/8/07	My Commission expires: 9/19/2009

PATRICIA J. SURLINE NOTARY PUBLIC STATE OF IDAHO

OFFICIAL SEAL THERESE BAEBLER NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/19/09

FAST ENTERPRISES

Letter of Intent (LOI)

This letter of intent confirms that if Fast Enterprises, LLC (FAST) is awarded a contract to deliver an Integrated Tax System for the Illinois Department of Revenue pursuant to the State's Request for Proposal with solicitation number IDOR ITS FY06, then FAST intends to enter into a subcontract with the Certified Vendor named below.

Prime Vendor

NAME: Fast Enterprises, LLC
ADDRESS: 6400 South Fiddler's Green Circle, Suite 1500
Greenwood Village, CO 80111
TELEPHONE: (877) 275-3278
FACSIMILE: (303) 770-3701
E-MAIL: JHarrison@GenTax.com

Project

NAME: Illinois Department of Revenue Integrated Tax System
Solicitation #: IDOR ITS FY06

Certified Vendor

NAME: Quinn David & Associates, LLC
ADDRESS: 436 N. 49th Street
Milwaukee, WI 53208
TELEPHONE: (414) 688-3583
FACSIMILE: (425) 963-6370
E-MAIL: KThompson@QuinnDavid.com

Type of agreement:
- ☒ Services
- ☐ Supplies
- ☐ Both Services/Supplies

Type of payment:
- ☐ Lump Sum _____
- ☒ Hourly Rate $75
- ☐ Unit Price_____

Period of Performance: 10/01/06 – 06/30/11
Proposed Subcontract Amount: $1,350,000

Description of work to be performed by certified vendor:

Provide technical staffing resources with experience implementing information technology solutions. Staff of the certified vendor will be given specific assignments by Fast which may include:

1. Programming and testing;
2. Development of various plans and documents;
3. Installation and configuration of software;
4. Assistance in the integration of various software components to make the IDOR ITS fully operational and functional; and/or
5. Interfacing with and training IDOR personnel.

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

Currently certified with National Minority Supplier Diversity Council and is seeking reciprocal certification through the Chicago Minority Business Development Council.

FAST and the Certified Vendor above hereby agree that upon the execution of a contract for the above-named project between FAST and Central Management Services, the Certified Vendor will perform the scope of work for the price as indicated above.

PRIME VENDOR	CERTIFIED VENDOR
Fast Enterprises, LLC	Quinn David & Associates, LLC
James G Harrison	Ken Thompson
James G. Harrison	Ken Thompson
Member	Managing Member
Date: June 23, 2006	Date: June 29, 2006
Subscribed and sworn before me this	Subscribed and sworn before me this
23 day of June, 2006.	29TH day of JUNE, 2006.
Patricia J. Surline	James Vick
Notary Public	Notary Public STATE OF WISCONSIN
My Commission expires: 8/8/07	My Commission expires: 11-1-2009

PATRICIA J. SURLINE NOTARY PUBLIC STATE OF IDAHO

FAST ENTERPRISES

Letter of Intent (LOI)

This letter of intent confirms that if Fast Enterprises, LLC (FAST) is awarded a contract to deliver an Integrated Tax System for the Illinois Department of Revenue pursuant to the State's Request for Proposal with solicitation number IDOR ITS FY06, then FAST intends to enter into a subcontract with the Certified Vendor named below.

Prime Vendor

NAME: Fast Enterprises, LLC
ADDRESS: 6400 South Fiddler's Green Circle, Suite 1500
Greenwood Village, CO 80111
TELEPHONE: (877) 275-3278
FACSIMILE: (303) 770-3701
E-MAIL: JHarrison@GenTax.com

Project

NAME: Illinois Department of Revenue Integrated Tax System
Solicitation #: IDOR ITS FY06

Certified Vendor

NAME: Travelex International Inc.
ADDRESS: 2500 W. Higgins Rd., Suite 1065
Hoffman Estates, Illinois 60195
TELEPHONE: (847) 882-0400
FACSIMILE: (847) 882-1212
E-MAIL: ursulap@excapes.com

Type of agreement:
- ☒ Services
- ☐ Supplies
- ☐ Both Services/Supplies

Type of payment:
- ☐ Lump Sum _____
- ☐ Hourly Rate_____
- ☒ Unit Price Each occurrence priced separately

Period of Performance: 10/01/06 – 06/30/11
Proposed Subcontract Amount: $1,500,000

Description of work to be performed by certified vendor:

Provide travel services including, but not limited, to airline tickets, hotel reservations, vehicle rentals, and aircraft charters for professional staff traveling to and from Springfield, IL.

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

Women's Business Development Council

FAST and the Certified Vendor above hereby agree that upon the execution of a contract for the above-named project between FAST and Central Management Services, the Certified Vendor will perform the scope of work for the price as indicated above.

PRIME VENDOR	CERTIFIED VENDOR
Fast Enterprises, LLC	Travelex International Inc.
James G. Harrison	Ursula Pearson
James G. Harrison	Ursula Pearson
Member	President
Date: June 23, 2006	Date: June 26, 2006
Subscribed and sworn before me this	Subscribed and sworn before me this
23 day of June, 2006.	26 day of June, 2006.
Notary Public	Notary Public
My Commission expires: 8/8/07	My Commission expires:

OFFICIAL SEAL
M NIKODEM
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/14/09

FAST
ENTERPRISES

Letter of Intent (LOI)

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Prime Vendor

NAME: Fast Enterprises, LLC
ADDRESS: 6400 South Fiddler's Green Circle, Suite 1500
Greenwood Village, CO 80111
TELEPHONE: (877) 275-3278
FACSIMILE: (303) 770-3701
E-MAIL: JHarrison@GenTax.com

Project

NAME: Illinois Department of Revenue Integrated Tax System
Solicitation #: IDOR ITS FY06

Certified Vendor

NAME: Labelle/Rothery Movers, Inc.
ADDRESS: 525 Enterprise Parkway
Lake Zurich, IL 60047
TELEPHONE: (847) 726-8850
FACSIMILE: (847) 726-9035
E-MAIL: DQuarino@Bekins.com

Type of agreement:
- ☒ Services
- ☐ Supplies
- ☐ Both Services/Supplies

Type of payment:
- ☐ Lump Sum _____
- ☐ Hourly Rate _____
- ☒ Unit Price Each move priced separately

Period of Performance: 10/01/06 – 06/30/11
Proposed Subcontract Amount: $85,000

Description of work to be performed by certified vendor:

Provide relocation services, including the moving of household goods and automobiles and the provision of temporary storage.

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

Illinois Department of Central Management Services' Business Enterprise Program

FAST and the Certified Vendor above hereby agree that upon the execution of a contract for the above-named project between FAST and Central Management Services, the Certified Vendor will perform the scope of work for the price as indicated above.

PRIME VENDOR	CERTIFIED VENDOR
Fast Enterprises, LLC	Labelle/Rothery Movers Inc.
James G. Harrison	Donna Quarino
James G. Harrison	Donna Quarino
Member	President
Date: June 23, 2006	Date: 6-27-06
Subscribed and sworn before me this	Subscribed and sworn before me this
23 day of June, 2006.	27 day of June, 2006.
Patricia J Surline	Nancy Baird
Notary Public	Notary Public
My Commission expires: 8/8/07	My Commission expires: 1-4-08

PATRICIA J. SURLINE NOTARY PUBLIC STATE OF IDAHO

"OFFICIAL SEAL"
NANCY BAIRD
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 01/04/2008

FAST ENTERPRISES

Letter of Intent (LOI)

This letter of intent confirms that if Fast Enterprises, LLC (FAST) is awarded a contract to deliver an Integrated Tax System for the Illinois Department of Revenue pursuant to the State's Request for Proposal with solicitation number IDOR ITS FY06, then FAST intends to enter into a subcontract with the Certified Vendor named below.

Prime Vendor

NAME: Fast Enterprises, LLC
ADDRESS: 6400 South Fiddler's Green Circle, Suite 1500
Greenwood Village, CO 80111
TELEPHONE: (877) 275-3278
FACSIMILE: (303) 770-3701
E-MAIL: JHarrison@GenTax.com

Project

NAME: Illinois Department of Revenue Integrated Tax System
Solicitation #: IDOR ITS FY06

Certified Vendor

NAME: Fraser Consulting, LLC
ADDRESS: 9628 Regency Loop SE
Olympia, WA 98513
TELEPHONE: (360) 556-6056
FACSIMILE: (360) 455-4176
E-MAIL: WendyFraser@comcast.net

Type of agreement:
- ☒ Services
- ☐ Supplies
- ☐ Both Services/Supplies

Type of payment:
- ☐ Lump Sum _____
- ☒ Hourly Rate $200
- ☐ Unit Price_____

Period of Performance: 10/01/06 – 06/30/11
Proposed Subcontract Amount: $35,000

Description of work to be performed by certified vendor:

Provide business process reengineering and change management consulting services to the project. The certified vendor will be given specific assignments by Fast which may include:

1. Organization development;
2. Team development;
3. Meeting facilitation; and/or
4. Executive coaching.

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

Washington State Office of Minority and Women's Business Enterprises; in the process of applying for certification with the Illinois Department of Central Management Services' Business Enterprise Program.

FAST and the Certified Vendor above hereby agree that upon the execution of a contract for the above-named project between FAST and Central Management Services, the Certified Vendor will perform the scope of work for the price as indicated above.

PRIME VENDOR	CERTIFIED VENDOR
Fast Enterprises, LLC	Fraser Consulting, LLC
James G. Harrison	Wendy Fraser
James G. Harrison	Wendy Fraser
Member	Member
Date: June 29, 2006	Date: June 30, 2006
Subscribed and sworn before me this	Subscribed and sworn before me this
29 day of June, 2006.	30 day of June, 2006.
Patricia J. Surline	P. J. Fisk
Notary Public	Notary Public
My Commission expires: 8/8/07	My Commission expires: 6-29-07

PATRICIA J. SURLINE NOTARY PUBLIC STATE OF IDAHO

P. J. FISK COMMISSION EXPIRES NOTARY PUBLIC 6-29-07 STATE OF WASHINGTON

CONTRACT FOR SERVICES

The following pages, including any attachments or amendments, will constitute the binding and enforceable contract between the Agency/Buyer (State of Illinois/Department of Revenue) and the Vendor (FAST Enterprises, LLC) based upon the submission of the bid and any subsequent negotiations. The Contract is arranged as follows:

1. **AGENCY/BUYER AND VENDOR CONTACT PAGE:** This section provides for the Agency/Buyer and Vendor to specify contact people for the Contract.
2. **SERVICES VENDOR AGREES TO PERFORM:** The Agency/Buyer requests from the Vendor, in this section, a detailed description of how the Vendor will meet the contractual requirements and Agency/Buyer needs.
3. **PRICE:** This section will detail pricing/compensation requirements with at least the following categories of information: (1) Method and Rate of Compensation, (2) Maximum Compensation for Supplies and/or Services, (3) Expenses, (4) Payment Terms and Conditions, (5) Discounts, (6) Tax Exemption.
4. **TERMS AND CONDITIONS:** This section contains the State's terms and conditions for this Contract.
5. **AGENCY/BUYER SUPPLEMENTAL TERMS AND CONDITIONS:** This section indicates whether or not any supplemental terms and conditions are attached and applicable to this Contract.
6. **STATE FORMS REQUIRED OF THE VENDOR:** This section includes all State Forms that are required to be included in the Contract.
7. **SIGNATURE PAGE: CONTRACT FOR SERVICES:** This section provides for the Agency/Buyer and Vendor to sign and execute the Contract.

1. AGENCY/BUYER AND VENDOR CONTACT PAGE

VENDOR		AGENCY/BUYER	
Name:		Name:	Carrie Leininger
Title:		Title:	Project Manager
Date:		Date:	
Address:		Address:	101 W. Jefferson St. Springfield, IL 62702
Phone:		Phone:	217-785-4025
TDD:		TDD:	
Fax:		Fax:	217-524-2552
E-mail:		E-mail:	carrie.leininger@illinois.gov

(fill out below fields if additional contact information is necessary)

Name:		Name:	
Title:		Title:	
Date:		Date:	
Address:		Address:	
Phone:		Phone:	
TDD:		TDD:	
Fax:		Fax:	
E-mail:		E-mail:	

2. SERVICES VENDOR AGREES TO PERFORM

2.1 **TERM:** The term of this Contract shall be from the date of Contract execution through 6/30/2012. The Contract may be extended at the sole option of Agency/Buyer through 06/30/2013.

2.2 **PRODUCTS & SERVICES:** The Illinois Department of Revenue (IDOR) currently uses a variety of legacy computer applications running on a number of different hardware platforms to administer over 70 state and local taxes. IDOR is seeking to replace a number of these old tax administration systems with a Commercial Off-The-Shelf (COTS) integrated tax processing solution (ITS) and the infrastructure required to support it.

The Vendor will implement GenTax, its solution for integrated tax administration, to administer the taxes currently administered with the legacy tax administration systems that IDOR wishes to retire.

The Vendor's response (Technical Response) to the Agency/Buyer's Request for Proposal for an Integrated Tax System (Ref #22010344) is attached and incorporated in its entirety herein as Appendix A and Appendix B (Functional Matrix).

2.2.1 **PROJECT SCOPE**. In order to manage functional scope, the Agency/Buyer and Vendor agree to the following guiding principles:

2.2.1.1 GenTax will provide, at a minimum, the same business capabilities that are currently provided by the legacy systems being replaced. GenTax will often exceed the capabilities of the legacy applications. However, in order to ensure successful delivery, business capabilities beyond those of the legacy applications and those agreed to in the function matrix will be accommodated at the discretion of IDOR and FAST project management.

2.2.1.2 The Vendor's proposal is based on taking advantage of the many functions, features, and processes native to GenTax. It is not the Vendor's intention to replicate legacy application logic on a new platform. While business capabilities of the legacy applications will be maintained or enhanced by GenTax, the specifics of how those business capabilities are supported are apt to be different. The goal is to take advantage of GenTax, not rebuild it.

2.2.1.3 No limit will be placed on the number of inputs or outputs included in the Vendor's cost. Reports, letters, notices, and interfaces reasonable and necessary to administer the in-scope taxes will be provided.

2.2.1.4 Not all business functions are automated to the same degree for all taxes. For a broad based tax, such as Individual Income Tax, it may be desirable to issue certain notices without any user intervention. However, for a tax with a limited taxpayer base, such as Automobile Renting Tax, it may be more practical for an IDOR officer to use GenTax online windows to initiate these same notices.

2.2.1.5 The Vendor will implement the taxes identified in the phases listed in Section 2.3.1 of this agreement.

2.2.1.6 For the duration of the project and the warranty period, FAST will ensure that the new system is current on GenTax service packs as well as new versions.

2.2.2 GENTAX SOFTWARE

2.2.2.1 Licensing. See GenTax License Agreement, incorporated in the Contract as Appendix C

The GenTax Initial License fee is a one-time cost for a perpetual site license which covers all GenTax modules and components needed to comply with the functional and technical requirements of the RFP.

There is no restriction on the number of client desktops, valid users, concurrent users, application servers, database servers or State office locations. The license is valid for all environments (development, test, training, production, etc.). GenTax documentation (user and technical) is also covered by the license.

The license will allow use within the executive branch of government in Illinois. This will allow, for example, the State to continue using GenTax to administer Withholding Income Tax even if the administration of that tax should be transferred from IDOR to another State agency. The license will also allow IDOR to administer additional tax types beyond the forty to be implemented as part of this project without incurring additional license fees. The license granted will allow the State to use GenTax to administer all tax and revenue programs normally administered by a State tax agency. Additional license fees may be required to use GenTax to administer programs such as Driver Licensing, Vehicle Titling, Vehicle Registration, Unemployment Insurance, Unclaimed Property, Child Support, and Real Property. Also, the license granted under this Contract will cover all GenTax modules necessary to meet the requirements of the RFP. At this time, there are several modules provided by Fast which are not in scope and may incur additional license fees, should the State choose to implement them. They are:

1) Taxpayer Access Point
2) GenTax Discovery
3) GenTax Collections Standalone
4) GenTax Audit Standalone.

2.2.2.2 Performance & Functionality. The GenTax product performs and functions as represented in Sections 4.2 and 4.3.1 (Functional Matrix) of the Technical Response.

2.2.2.3 Maintenance. The GenTax product will be maintained as described in Sections 4.3.1.1, 4.3.1.2 and 4.3.1.3 of the Technical Response.

2.2.2.4 Reporting Capabilities. The GenTax product has reporting capabilities as described in Section 4.3.2 of the Technical Response.

2.2.2.5 Interfaces. The GenTax product will interface to IDOR legacy applications as described in Section 4.3.3 of the Technical Response.

2.2.2.6 System Architecture. Deployed on a system architecture built substantially as described in Section 4.3.4, the GenTax product will perform and support the number of users as represented in this section.

2.2.2.7 Escrow Agent. The Vendor agrees to keep and maintain current, a copy of all software source code for the COTS product and every customization developed for IDOR with an acceptable escrow agent. This escrow agent will be mutually agreed upon by the Bidder and the State. An escrow agreement is to be established between the Bidder and the escrow agent and submitted to the State for approval prior to the signing of this contract. The escrow agent shall be paid by the Vendor and shall be authorized to release the source code to the State in instances of the Vendor's cessation, for any reason, to do business, to support this application as installed at IDOR, or breach of this contract with the State. In such an instance, the escrow agent shall release the source code within fourteen (14) calendar days upon notification by either the Vendor or the State. If the software source code placed in escrow is determined to not be the most current version, the Vendor will provide the most current version to the State within three (3) calendar days of notification by the State. The State shall be granted all rights and licenses to continue to use the system installed at IDOR should the Vendor cease to provide maintenance and/or support for any reason.

Source code for all FAST products is maintained in escrow by Lincoln-Parry SoftEscrow Inc. (http://www.softescrow.com/history.html). Source code for all site components ("customization developed for IDOR") shall be owned and retained by IDOR.

The procedures for product release are as follows:

- The client jurisdiction must provide a written affidavit sworn by two senior officers petitioning the release of the escrowed materials pursuant to their agreement with Fast Enterprises, LLC.

- A copy of this affidavit shall be sent to Fast Enterprises, LLC in a timely manner. Fast Enterprises, LLC has 15 days to dispute the petition.

- If no dispute is raised, then the release process will begin and Lincoln-Parry will prepare and mail a copy of the necessary materials pursuant to the client providing payment for the preparation and shipment of these materials.

Should the timing associated with code release, or any other aspect of the standard escrow agreement and arrangements that apply to the other eleven FAST clients be deemed inadequate by the State of Illinois, alternative arrangements can be negotiated.

2.2.3 IMPLEMENTATION SERVICES

2.2.3.1 The Vendor will provide **Business Processing Reengineering Services** as described in Section 4.2.2 and 4.3.5 of the Technical Response.

2.2.3.2 The Vendor will provide **Implementation Services** as described in Section 4.2.3 of the Technical Response.

2.2.3.3 The Vendor and Agency/Buyer will jointly perform **Data Conversion Activities** as described in Section 4.16 of the Technical Response

2.2.3.4 The Vendor will provide **Training Services** as described in Section 4.2.5 of the Technical Response.

2.2.3.5 The Vendor will provide **Documentation** as described in Section 4.2.6 of the Technical Response.

2.2.3.6 The Vendor will provide **Project Management and Quality Assurance Services** as described in Section 4.2.7 and 4.3.6 of the Technical Response.

2.2.3.7 The Vendor will implement a **Communication Plan** as described in Section 4.3.6.2 of the Technical Response.

2.2.3.8 The Vendor will provide **System Training** as described in Section 4.3.6.2 of the Technical Response.

2.2.3.9 The Vendor will provide **End User Training** described in Section 4.3.6.2 of the Technical Response.

2.2.3.10 The Vendor will implement a **Transition Plan** described in Section 4.3.6.2 and 4.8.2 of the Technical Response.

2.2.3.11 The Vendor will conduct **Defect Tracking** and follow an **Escalation Process** as described in Section 4.3.6.3 2 of the Technical Response.

2.2.3.12 The Vendor will manage **Changes** as described in Section 4.3.6.4 of the Technical Response.

2.2.3.13 The Vendor will follow a **Risk Management Strategy** as described in Section 4.3.7 of the Technical Response.

2.4.4 SCOPE CHANGES. Parties will reduce to writing any changes to the scope of work in excess of $10,000.

2.3 MILESTONES & DELIVERABLES

2.3.1 PROJECT MILESTONES

The Vendor will implement GenTax in five (5) phases over a 56-month period, which will be followed by a one-year warranty period.

The Vendor will implement *all* GenTax functionality (including Registration and Collection) for *all* taxes in scope for each Phase, but *only* for those taxes, *not* for taxes that are not yet migrated to GenTax.

Phase	Description	From	To
1	Project Initiation Phase		
1A	• Delivery and Installation	November 1, 2006	November 15, 2006
1B	• Preparation		December 15, 2006
2	Business Income Tax Withholding Tax	December 18, 2006	November 2, 2007
3	Individual Income Tax	November 5, 2007	October 31, 2008
4	Sales & Use Taxes	November 3, 2008	September 25, 2009
5	Excise Taxes	September 28, 2009	June 30, 2011
Warranty Period		July 1, 2011	June 30, 2012

Phase 1 –

- Delivery & Installation of the GenTax product.

GenTax will be delivered and installed on the agency hardware/software platform in the first two weeks of the project.

The GenTax Implementation Methodology Preparation phase will run concurrently with installation and be complete by January 1, 2006.

Phase 2 –

Deliverable 1 – Implement (install, configure, and customize) the GenTax product for taxes listed below.

- Business Income Tax (incl. Corporate, Partnership, Trust & Estates)
- Withholding Income Tax

Deliverable 2 – Provide system and train-the-trainer training for the functionality installed in Phase 2.

Phase 3 – Individual Income Tax

Deliverable 1 – Implement (install, configure, and customize) the GenTax product for Individual Income Tax.

Deliverable 2 – Provide system and train-the-trainer training for the functionality installed in Phase 3.

Phase 4 – Sales & Use Taxes, including

Deliverable 1 – Implement (install, configure, and customize) the GenTax product for Sales & Uses taxes listed below.

- Retailers Occupation Tax (incl. Resellers, Home Rule, Municipal and County tax)
- Service Occupation Tax
- Use Tax (incl. Service Use Tax)
- Individual Use Tax
- Pre-paid Sales Tax
- Automobile Renting Occupation & Use Tax
- Tire User Fee
- Aircraft/Watercraft Use Tax
- Vehicle Use Tax
- Individual Vehicle Use Tax
- Sales Tax Vehicle Transaction
- County Motor Fuel Tax
- Chicago Soft Drink Tax
- County Water Commission Tax
- Metropolitan Pier and Exposition Authority (MPEA)
- Special County Retailers Occupation Tax for Public Safety
- Metro East Transit District (MED)
- Regional Transit Authority (RTA)

Deliverable 2 – Provide system and train-the-trainer training for the functionality installed in Phase 4.

Phase 5 – Excise Taxes, including

Deliverable 1 – Implement (install, configure, and customize) the GenTax product for excise taxes listed below.

- Electricity Excise Tax
- Energy Assistance Charge
- Electricity Renewable Energy Charge
- Electricity Self Assessors
- Liquor Gallonage Tax
- Cigarette Tax
- Cigarette Use Tax
- Tobacco Products Tax
- Hotel Operator's Occupation Tax

- Gas Tax
- Gas Use Tax
- Telecommunications Tax
- Telecom Infrastructure Maintenance Fee* (incl. Municipal Simplified Telecom Tax)
- Qualified Solid Waste Energy Facility Payments
- Dry Cleaner Solvent Tax & License Fee
- Coin Operated Amusement Device
- Invested Capital Tax for Gas, Electricity, Telecom, and Water/Sewer

Deliverable 2 – Provide system and train-the-trainer training for the functionality installed in Phase 5

2.3.2 DOCUMENTATION DELIVERABLES.

a. Implementation Schedule / Plan – A detailed plan for the implementation of the proposed system

b. System Users Guide – A manual that will describe in detail with step-by-step instructions of all functions available to users. In addition to the detail descriptions, summary sheets should be created which users can display for easy reference

c. Operations Manual – A manual providing a technical description of the system and its operations. A summary sheet should be supplied which operators can display for easy reference

d. Procedures Manual – With the assistance of IDOR personnel, the vendor will provide a procedures manual which will include detailed procedures and summary sheets for each function described

e. Form Redesign Schedule / Plan – A detailed description of the form redesign process. This should feature a schedule for the process that includes the ordering of the forms and delivery of the documents to the taxpayers or IDOR

f. Detailed Test Plan – A plan for system testing and user acceptance testing approval

g. Conversion Plan – A plan for the conversion of data

h. Training Plan and Training – A description of the training activities that will occur such as training curriculum, training manuals, class outlines, class schedules, training aids, guides, and actual training sessions

i. Training Materials – A hard and soft copy of all materials used in the training process

j. Post Implementation Review Plan – A plan for monitoring and adjusting the implemented system as required

k. Knowledge Transfer Plan and Implementation

l. Periodic Status Reports – every two weeks or on a schedule mutually agreed upon by the parties.

m. Phase Final Reports

n. Project Final Report

Any additional documents prepared or provided by FAST during the course of the project shall be considered working papers and not actual Deliverables. The majority of paper Deliverables (plans, manuals, reports) will be completed before the production cutover date of the respective Phase. However, the "Operations Manual" and the "Procedures Manual" will only be drafted before the production cutover date and will not be completed until the Milestone Date. Also, the "Systems User Guide" and the "Procedures Manual" are delivered as part of GenTax on-line help. If necessary, GenTax on-line help content can be spooled to a printer, at the request of Agency/Buyer.

2.3.3 **SCHEDULE CHANGES**. The above described implementation phases and timeline are subject to change by mutual agreement of the Agency/Buyer and Vendor.

2.4 WARRANTY PERIOD

The Vendor will provide a one-year warranty period beginning the month after final acceptance of project deliverables. During the five phases of the implementation project and through the one-year warranty period, the vendor will ensure that all Service Packs and Version Upgrades are applied to IDOR's GenTax installation. During the warranty period, FAST will, at no extra charge, repair defects in FAST product code, site components, and configuration.

Notwithstanding any provision to the contrary in any Vendor warranty or warranties, the remedies available to the State under this warranty for the COTS software shall include repair or replacement of any listed product and/or item where the defect is discovered and made known to the bidder in writing. This warranty will remain in effect for 12 months following acknowledgement and acceptance of the completed contract by IDOR.

When the warranty period expires, IDOR will be running the most current Version of GenTax with all Service Packs up to date. At that time, IDOR will be able to subscribe to the GenTax Annual License which, for a fee, will provide IDOR with:

a. Access to service packs

b. Access to new versions of GenTax

c. Access to new and revised documentation

d. Phone support

e. Defect repair - We will fix GenTax bugs at no cost to the State.

The Annual License also includes a limited amount of FAST on-site support services. These on-site support services are intended to supplement, not supplant, an agency's internal IT staff. Activities in which the FAST on-site resources may engage include:

a. Prioritization and facilitation of solution requests

b. Resolving defects in configurations and site modules (defects not covered by maintenance)

c. Coordinating with FAST solution centers

d. Configuration assistance

e. Application development

f. Best practices recommendations

g. Service pack analysis and installation

h. Upgrade analysis and installation

i. Implementation of legislative changes such as rate changes, line item changes, compliance changes, changes to individual income tax, etc.

j. Assistance implementing additional tax types into GenTax

k. Performance tuning

l. Database maintenance, analysis and review

m. Supplemental user, developer, or operator training

n. Other consulting and services requested by IDOR

The limited number of on-site FAST resources available under the Annual License cannot perform concurrently all of the tasks above. It is recommended that an agency should strive to perform these types of tasks with their own IT staff.

2.5 REPORTING, STATUS & MODIFICATIONS

The Vendor is responsible for the faithful performance of the contract and shall have internal monitoring procedures and processes to ensure compliance.

Vendor shall prepare and submit periodic project status reports to Agency/Buyer, and other reports upon the request of Agency/Buyer, throughout the term of the Contract. These reports shall be in a mutually agreed upon form.

As soon as reasonably possible following the Effective Date, Agency/Buyer and Vendor shall determine an appropriate set of periodic meetings to be held between the operational staff of Agency/Buyer and Vendor, who are working on this project. At a minimum these meetings shall include the following: (a) a meeting among operational personnel to discuss ongoing issues relating generally to daily performance and planned or anticipated activities and changes, and (b) a management meeting to review the project reports and such other matters as the parties deem appropriate.

In the event either party determines that any issue or issues arising in connection with the performance of this Contract require formal discussion between the parties' Project Managers, such party shall notify the Project Manager for the other party in writing. As soon as reasonably possible following receipt of such notice, the Project Managers shall meet to discuss such issue or issues.

The State reserves the right to monitor and track Vendor's performance over the course of the contract including any warranty term. The information gathered may be used in administration of the contract including payment and may be used when evaluating the Vendor during future procurements.

As deemed necessary and appropriate by the State, the State and the Vendor will work together to develop a performance scorecard with conditions, milestones, requirements, or timetables that must be met before additional steps may be taken, or payment is due. The scorecard may additionally record matters related to price, service, quality and other factors deemed important.

Vendors are responsible to comply with the requirements for monitoring and reporting as defined in the BEP Utilization Plan (Appendix D).

2.6 STAFFING SPECIFICATIONS

The Vendor shall appoint and manage its Project Staff.

Vendor shall notify Agency/Buyer as soon as possible after dismissing any of the Project Staff and shall provide Agency/Buyer with notice not less than thirty (30) days prior to reassigning or replacing any of the Project Staff.

Vendor shall not, unless otherwise agreed to by Agency/Buyer, reassign or replace more than 40% of the Project Staff that are employees of Vendor during any twelve (12) month period (excluding any individuals which are dismissed by Vendor or which are unable to work due to death or disability).

Vendor shall not, unless otherwise agreed to by Agency/Buyer, permit the reassignment or replacement of more than 50% of the Project Staff that are employees of Subcontractors during any twelve (12) month period (excluding any individuals which are dismissed by a Subcontractor or which are unable to work clue to death or disability).

Each of the Project Staff assigned to perform Vendor's obligations under this Contract shall have experience, training, and expertise equal to reasonable commercial standards applicable to personnel with similar responsibilities in the business in which Vendor is engaged and knowledge of the relevant aspects of the System, and shall obtain sufficient knowledge of Agency/Buyer's practices to enable each of them to perform their respective duties and responsibilities under this Contract.

2.6.1 KEY EMPLOYEES. FAST proposes to assign the following key resources for Project Phases 1, 2, and 3:

Role	Resource	IDOR Project %
Account & Quality Executive	James Harrison	10%
Project Manager	Martin Rankin (Phase 1 & 2 only)	80%
Technical Architect	Gary Nichol (Phase 1 &2) (Phases 3, 4 & 5)	 90% 10%
Application Architect	David Alderson	90%
Implementation Team Lead	Michelle Chester	100%

Implementation Team Lead	Twin Thongyoo	100%
Training Manager	Isaiah "Ike" Lawson, III	90%

Within 30 days of execution of the Contract, Vendor shall designate and identify to Agency/Buyer any additional of its employees, and those of its Subcontractors, if any, as Key Employees for the purposes of this Contract.

Prior to the designation of any employee as a Key Employee, or any replacement of a Key Employee, Vendor shall (a) provide Agency/Buyer with such prospective Key Employee's resume, (b) provide Agency/Buyer with the opportunity to interview such prospective Key Employee at a time and place mutually agreeable to the Project Managers, and (c) obtain the Agency/Buyer Project Manager's consent to the assignment of such individual to Agency/Buyer's account. In the event Agency/Buyer Project Manager shall fail to consent or reject the assignment of a Key Employee within five (5) Business Days of the interview by Agency/Buyer of such Key Employee, the Agency/Buyer Project Manager shall be deemed to have consented to such assignment. Key Employees shall be assigned to the Agency/Buyer's account on a full-time basis unless otherwise agreed by Agency/Buyer. Vendor or any Subcontractor, as the case may be, shall not reassign or replace any Key Employee without the consent of Agency/Buyer.

2.6.2 **PROJECT STAFFING.** The following table provides a preliminary estimate of the type and number of resources that the Vendor will deploy for the successful completion of the project.

Vendor resources will be added to the project gradually over the course of the first few months of the project. Also, at the tail end of the project, the number of FAST resources will start to decline gradually during the last few months.

The Vendor expects the peak staffing to occur during Phase 3 of the project when Individual Income Tax is implemented.

The table below shows peak staffing levels. While there will be a core set of resources assigned for the entire duration of the project, there will also be a number of Vendor resources coming and going. It is therefore difficult to provide start and stop dates with any accuracy at this early stage.

Role	# of Vendor Resources
Project Manager	1
Team Leader	6
Technical Specialist	2
Conversion Analyst	2

Training Specialist	2
Documentation Specialist	1
Security Analyst	1
Programmer Analyst	16
Project Assistant	1

2.7 PERFORMANCE OF SERVICES

Services will be preformed at:

Illinois Department of Revenue
101 W Jefferson St
Springfield, IL 62702

and at FAST solution centers.

2.8 PROJECT OFFICE SPACE

The Agency/Buyer will provide accommodation within the Williard Ice Building for the project team including:

- Work area to accommodate about 60 – 80 people (actual will depend on number of IDOR resources assigned to the project and not already seated in or near the project space)
- 24x7 access to project work space by FAST resources assigned to the project
- Three offices for FAST executives
- Use of meeting / conference rooms
- Phones, stationery, office supplies, white boards, chairs, desks
- For each project team member, a PC conforming to developer workstation specifications
- Monitors, keyboards, pointer devices, network connections (100 Mbps minimum), electrical outlets, and electrical extension cords
- Two black and white network printers (HP 9050dn), ink, paper, and other consumables
- Two color network printers (HP9500hdn), ink, paper, and other consumables
- LAN infrastructure and support
- Photocopier, shredder, facsimile machine
- Two network connections as each FAST workstation – one for network access by the State provided PC and one for high speed internet access by FAST laptops
- Two 1024x768 projectors
- Project administration support

3. PRICE

The Vendor is committing to the Department of Revenue a firm, fixed price of $45,000,000.00 for the supply of GenTax software and for services to implement a new Integrated Tax System. This price is inclusive of:

- Consulting services as described here in Section 2 "Services Vendor Agrees to Perform" during the fifty-seven (57) month project and for one year of post-implementation warranty
- Consulting expenses
- Initial and Annual License fees for FAST's GenTax software

3.1 PRICE COMPONENTS. The price is made up of three major components:

Major Component	Amount
Initial GenTax License	$ 5,000,000
Annual GenTax License (6 years)	$ 9,000,000
Implementation Services	$ 31,000,000
	$ 45,000,000

3.2 GENERAL PRICE INFORMATION

3.2.1 The number of FAST resources working in the State provided project site in Springfield will vary between five and thirty-two. The average team size during the project will be about twenty-five.

3.2.2 There will be a core of FAST resources who work full time in Springfield. There will be additional FAST resources who work in Springfield for short periods. There will also be FAST resources to contribute to the GenTax implementation for IDOR while working from a FAST solution center.

3.2.3 The cost of services quoted here includes consulting expenses. The Vendor will not bill the State for moving expenses, parking, meals, etc. The only expenses that will be billed will be for travel requested by IDOR. For example, IDOR may wish to send FAST employee to a district office in order to deliver a presentation to IDOR staff at that location. The State will reimburse the Vendor for expenses related to that trip, within State guidelines.

3.2.4 FAST will expect payment within thirty days of the State receiving an approved invoice.

3.2.5 The stated price of $45,000,000 does not include items such as additional staff that IDOR may need to hire, operational costs (postage, paper, computer timesharing etc.), computer hardware and third party software.

3.2.6 Most of the FAST services will be rendered in Springfield at the project office space provided by the State. Some work will take place in FAST solution centers. The State will allow off-site FAST personnel working on IDOR deliverables to access State computers remotely though a Virtual Private Network (VPN). Costs associated with any travel that may be required for FAST

employees to and from FAST solution centers will not be billed to the State and are included in the price.

4. TERMS AND CONDITIONS

This section contains the State's standard terms and conditions for all contracts. These terms and conditions will govern this contractual relationship and the Vendor is bound by them and is responsible for reading and understanding them. The State reserves the right to amend these terms and conditions when and where needed and to supplement them with any appropriate addendum, as noted herein.

4.1 BILLING AND PAYMENT

4.1.1 BILLING: The Agency/Buyer's billing practices are set out as follows and Vendor is presumed to have read and understands the following procedures:

4.1.1.1 Vendor shall submit invoices to the address, on the schedule and with the detail required by the ordering Agency/Buyer. Invoices for equipment and/or supplies purchased and/or services performed and expenses incurred prior to July 1st must be presented to the Agency/Buyer no later than July 31; otherwise Vendor may have to seek payment of such invoices through the Illinois Court of Claims **(30 ILCS 105/25).** Billings shall be made to conform to State fiscal year requirements, including prorating if necessary, notwithstanding any contrary provision in this Contract or order.

4.1.1.2 Vendor shall not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the State. The State does not warrant the interest component of any payment, including installment payments, are exempt from income tax liability.

4.1.1.3 By submitting an invoice Vendor certifies that the equipment, supplies and/or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract.

4.1.2 PAYMENT:

4.1.2.1 Late payment charges, if any, shall not exceed the formula established in the State "Prompt Payment" Act **(30 ILCS 540/1)** and rules **(74 Ill. Adm. Code 900).** Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.

4.1.2.2 The Agency/Buyer shall not be liable to pay for any equipment and/or supplies provided and/or services rendered, including related expenses subject of this Contract incurred prior to the beginning of the term of this Contract. Any Contract or order labeled "subject to financing" or words to similar effect is subject to the Agency/Buyer obtaining suitable financing.

4.1.2.3 The approved invoice amount will be paid less any retainage and previous partial payments. Final payment shall be made upon determination by the Agency/Buyer that all requirements under this Contract have been completed; such determination shall not be unreasonably withheld. The final payment will be made subject to adjustment after completion of an audit of vendor's records as provided for in this Contract.

4.1.2.4 Any contract or order requiring payment of financing interest is subject to the interest rate limitation set by law of the greater of 9% or 125% of the G.O. Bond Index **(30 ILCS 305/1)**.

4.1.2.5 As a condition of payment, Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resources services, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request (30 ILCS 500/25-60(b)). Any stipulation made by Vendor to pay prevailing wages shall be deemed to be incorporated in the project specifications as if specifically set forth therein (820 ILCS 130/4(a)).

4.1.2.6 The initial license cost will be paid in two equal installments. The first upon completion of Milestone 1 and the balance in the first quarter of FY 08. The first license maintenance payment will be made upon completion of Milestone 1 (see Milestones & Deliverables, Section 2.3). Each successive license maintenance payment shall be invoiced on the anniversary date of initial invoice.

4.1.2.7 The Agency/Buyer has identified certain tasks as payment tasks for implementation services. Payments will be made when tasks that represent the completion of major milestones of the project have been completed and accepted by IDOR (see Milestones & Deliverables Section 2.3). Payment tasks are as follows:

Milestones for Payment	**Hold Back**	**% Of Total**
Milestone 1: Delivery and Installation of COTS product in project environment	0%	0%
Milestone 2: Business Income Tax (BIT) and Withholding Tax (WIT) in production for 90 days	10%	15%
Milestone 3: Individual Income Tax (IIT) in production for 60 days	10%	35%
Milestone 4: Sales Taxes in production for 60 days	10%	20%
Milestone 5: Excise Taxes in production for 30 days	10%	20%
Milestone 6: Final Acceptance	0%	10%
Warranty	0%	Holdback tendered over 12 months

4.1.2.7 Agency/Buyer (i) shall hold back ten percent (10%) from each Payment as security for the performance by Vendor of its obligations under this Contract, and (ii) may hold back an additional five percent (5 %) of any Payment Task if the associated Deliverable has not been accepted by Agency/Buyer within thirty (30) days following the applicable date specified for such Deliverable in the approved Implementation Schedule/Plan, provided that such failure of a Deliverable to meet its acceptance criteria has not been caused by Agency/Buyer and except to the extent that Agency/Buyer agrees that such delay is not material to the delivery of the System. Agency/Buyer further agrees that it will not unreasonably withhold acceptance of any Deliverable. These withheld amounts are the "Holdback". Upon acceptance of Vendor's performance under this Contract, Agency/Buyer shall pay the amounts withheld as Holdback to Vendor.

4.1.2.8 Milestone payments less holdback will be made after review and written approval by the State of the milestone and after receipt of a valid invoice. The percentage holdback will be tendered after final written acceptance by the State and will be distributed in equal portions over the 12-month warranty period. In the event the warranty period is extended, percentage holdback payments will be suspended until the issue causing the warranty period extension is resolved.

4.1.2.9 Based upon successful vendor performance, IDOR can elect to lower the hold back payment percentage as a vendor incentive for cost, schedule and scope management.

4.1.2.10 Notwithstanding any other provision of this Agreement, in the event that Agency/Buyer finds the Vendor in default under the provisions of paragraph 4.8.1, or if Vendor fails to cure a default under the provisions of paragraph 4.8.2 within the period granted by the Agency/Buyer as prescribed in paragraph 4.8.2.8, then the Agency/Buyer may, to the extent reasonable under the circumstances, withhold all or any part of Vendor's compensation under this Contract, including all or any portion of the Holdback.

4.1.3 **DELAY OF PAYMENT DUE TO VENDOR FAILURE:** If the Agency/Buyer in good faith determines that the Vendor has failed to perform or deliver any service or product as required by this Contract, the Vendor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the Agency/Buyer may withhold that portion of the Vendor's compensation, which represents payment for service or product that was not performed or delivered.

4.1.4 **SET-OFF AGAINST SUMS OWED TO THE VENDOR:** The State may set off any sum owed to the Vendor on account of any debt owed to the State, unless otherwise required by law, in accordance with the State Comptroller Act **(15 ILCS 405)**. The Vendor agrees that this provision constitutes proper and timely notice under the law of setoff.

4.1.5 **AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60):** Agency/Buyer shall use its best efforts to secure sufficient appropriations to fund this CONTRACT.

However, the Agency/Buyer's obligations hereunder shall cease immediately, without penalty or further payment being required, if: (a) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation; (b) adequate funds are not appropriated or granted the Agency/Buyer by the Illinois General Assembly or the federal funding source, to allow the Agency/Buyer to operate as required and to fulfill its obligations under the Contract; or (c) funds appropriated are de-appropriated or not allocated, or if funds needed by the Agency/Buyer, at the Agency/Buyer's sole discretion, are insufficient for any reason. Agency/Buyer shall give Vendor notice of insufficient funding as soon as practicable. Vendor's obligation to perform shall cease upon receipt of the notice.

4.2 VENDOR PERFORMANCE AND RESPONSIBILITIES

4.2.1 **CONSULTATION:** Vendor shall keep the Agency/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 Agency/Buyer the opportunity to review relevant documents prior to filing with any public body or adversarial party.

4.2.2 **PERFORMANCE REVIEWS:**

4.2.2.1 The State or Agency/Buyer may conduct a post performance review of the Vendor's performance under the Contract. The Vendor shall cooperate with the State or Agency/Buyer in this review, which may require that the Vendor provide records of its performance and billing. Vendor shall provide any required information within 30 days of the Agency/Buyer's request. This post performance review may be used by any State agency in determining whether to enter into other contractual relationships with the Vendor.

4.2.2.2 Vendor shall have and maintain, during the term of this contract, internal procedures and processes to monitor performance to ensure full compliance with the contract. Vendor shall disclose such procedures and processes to the State upon request.

4.2.2.3 At the direction of the State, Vendor and State shall work together to develop a performance scorecard to record relevant facts related to performance as well as establishing conditions, milestones, requirements or timetables that must be met before additional steps may be taken or payment is due.

4.2.3 **AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65):** Vendor and its subcontractors shall maintain books and records relating to performance of the Contract or subcontract and necessary to support amounts charged to the State under 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 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 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Agency/Buyer, the Inspector General and 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. 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 the Contract for which adequate books and records are not available to support the purported disbursement. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If federal funds are used to pay contract costs, the Vendor must retain its records for five years. If only state funds are involved, three years is sufficient.

4.2.4 **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and shall in any event be performed so as to minimize inconvenience to the State and its personnel and minimize interference with the State's operations. FAST project team members will require, and will be allowed, 24x7 access to the project work space.

4.2.5 **RESPONSIBILITY FOR AGENTS AND EMPLOYEES:** Vendor shall be responsible for the negligent acts and omissions of its agents, employees and 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 hereunder. In the event that the Agency/Buyer determines that any individual performing services for Vendor hereunder is not providing such skilled services, it shall promptly so notify Vendor and Vendor shall replace that individual.

4.2.6 **ASSIGNMENT AND DELEGATION**:

4.2.6.1 This Contract may not be assigned, transferred or conveyed in whole or in part by the Vendor without the prior written consent of the State. For the purpose of construing this clause, a transfer of a controlling interest in the Vendor shall be considered an assignment.

4.2.6.2 After notice, the Agency/Buyer may transfer the Contract or payment responsibility to another State Agency, or assign the Contract to a third-party for financing purposes.

4.2.7 **USE OF THIRD PARTIES:**

4.2.7.1 The Agency/Buyer acknowledges that the Vendor may contract with third parties for the performance of any of the Vendor's obligations under this Contract. However, all subcontracts shall be subject to prior approval by the Agency/Buyer, so the Vendor must obtain the Agency/Buyer's prior written consent before allowing any Third Party to perform any of the Vendor's obligations under this Contract.

4.2.7.2 A Vendor who obtains the Agency/Buyer's prior written consent and subsequently enters into a contract with a Third Party for performance of any of the Vendor's obligations under this Contract remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Vendor under this Contract shall also apply fully and completely to subcontractors. This includes requiring all subcontractors to submit certifications and disclosures to Agency/Buyer for review and approval upon request. The Agency/Buyer shall have the right to request the removal of a subcontractor from the Contract for good cause.

4.2.7.3 Where Vendor is providing professional and/or artistic services, names and addresses of all subcontractors utilized by Vendor shall be listed in an addendum to this Contract together with the anticipated amount of money that the subcontractor is expected to receive pursuant to this Contract **(30 ILCS 500/35-40)**.

4.2.7.4 If Vendor is unable to secure or maintain key personnel named in the Contract to render the services, Vendor shall not be relieved of its obligations to complete performance. Agency/Buyer shall have the option to accept a substitute or to terminate the Contract.

4.2.8 **LICENSE:** Vendor, directly or through its employees, shall have and maintain any required license. With written consent of the Agency/Buyer, Vendor may meet the license requirement through a subcontractor.

4.2.9 **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the Agency/Buyer during the term of this Contract to perform any work required by the terms of this Contract. As a condition of this Contract, the Vendor shall give notice immediately to the Agency/Buyer's director if Vendor solicits or intends to solicit for employment any of the Agency/Buyer's employees during the term of this Contract. Agency/Buyer has no authority to contractually refuse to hire Vendor's employees who apply to the State for employment.

4.2.10 **FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.

4.2.11 **TAX COMPLIANCE:** Vendor shall be incompliance with applicable tax requirements and shall be current in payment of such taxes.

4.2.12 **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

4.2.13 **ANTITRUST ASSIGNMENT:** Vendor hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the Contract.

4.3 CONFIDENTIALITY AND WORK PRODUCT

4.3.1 **CONFIDENTIALITY:** Vendor's employees, agents and subcontractors may have access to confidential data maintained by the Agency/Buyer to the extent necessary to carry out its responsibilities under the Contract. As such, the following applies unless agreed to otherwise in writing:

4.3.1.1 Vendor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the Agency/Buyer;

4.3.1.2 Vendor shall provide to the Agency/Buyer a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

4.3.1.3 Vendor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Vendor in connection with the performance of the Contract;

4.3.1.4 Vendor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract;

4.3.1.5 The private or confidential data shall remain the property of the Agency/Buyer at all times.

4.3.2 **CONFIDENTIAL INFORMATION MAY NOT BE DISSEMINATED:** 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 Agency/Buyer, either during the period of the Contract or thereafter. Any data supplied to the Vendor by the Agency/Buyer, or created by the Vendor for the Agency/Buyer as work product under paragraph 4.3.5 of the Contract, shall be considered the property of the Agency/Buyer. The Vendor must return any and all Agency/Buyer data in whatever form it is maintained promptly at the request of the Agency/Buyer.

4.3.3 **SUBPOENA:** In the event that a subpoena or other legal process is served upon either party for records containing confidential information of the other party, the party being served shall promptly notify the other party and cooperate with the other party in any lawful effort to protect the confidential information.

4.3.4 **REPORTING UNAUTHORIZED DISCLOSURES:** Each Party shall immediately report to the other party any unauthorized disclosure of the other party's confidential information.

4.3.5 **USE OF WORK PRODUCT:** Unless otherwise agreed in writing, the following applies regarding work product created or produced under this Contract:

4.3.5.1 Work product produced under this Contract for the sole use of Agency/Buyer, including, but not limited to, documents, reports, information, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the State and/or Agency/Buyer, including any patent, copyright or other intellectual property rights;

4.3.5.2 With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. § 101;

4.3.5.3 To the extent that any portion of such work product is not a work made for hire, Vendor completely and without reservation assigns to the Agency/Buyer all right, title and interest in and to such portion of the

work product, as well as all related intellectual property rights, including patent and copyright;

4.3.5.4 Agency/Buyer shall exercise all rights of ownership in all such work product without restriction or limitation, without further compensation to Vendor.

4.3.5.5 Vendor shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the State except to perform this Contract. Nothing herein shall be construed as precluding the use of any information independently acquired by Vendor without such limitation;

4.3.5.6 The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that Vendor previously developed or develops that is not intended for the sole use of the Agency/Buyer under this Contract and brings to the Agency/Buyer in furtherance of performance of the Contract shall remain the property of the Vendor; and

4.3.5.7 Vendor grants to the Agency/Buyer a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

4.3.6 **SURVIVES TERMINATION:** The parties' obligations regarding Confidential Information and Work Product Usage under this Contract shall survive termination of this Contract.

4.3.7 **VENDOR CONFIDENTIAL INFORMATION:** Vendor, in the course of discharging its duties pursuant to this Contract, may provide to Agency/Buyer access to Vendor confidential information which includes, but is not limited to, designs, inventions, specifications, techniques, models, data, source code or object code, trade secrets, know-how and information relating to the technology, customers, business plans, promotional and marketing activities, pricing policies, finances and other business affairs of Vendor. Agency/Buyer agrees to protect the confidentiality of such confidential information, using at least the same degree of care as it uses in maintaining the confidentiality of its own confidential information, but always at least a reasonable degree of care. Agency/Buyer shall not allow any third party access to Vendor confidential information without first obtaining written authorization from Vendor.

4.4 INDEMNIFICATION AND LIABILITY

4.4.1 **BY THE VENDOR:** The Vendor agrees to indemnify and hold harmless the State of Illinois and the Agency/Buyer, its officers, employees and agents (appointed and elected) and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Illinois or the Agency/Buyer, related to or arising from:

4.4.1.1 Any breach of this Contract;

4.4.1.2 Any negligent, intentional or wrongful act or omission of the Vendor or any agent or subcontractor utilized or employed by the Vendor;

4.4.1.3 The Vendor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Vendor;

4.4.1.4 Any failure by the Vendor to fulfill the Compliance with the Law provision of this Contract;

4.4.1.5 Any failure by the Vendor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Vendor to conduct business in the State of Illinois;

4.4.1.6 Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

4.4.1.7 Any failure by the Vendor to adhere to the confidentiality provisions of this Contract.

4.4.2 **SURVIVES TERMINATION:** Indemnification obligation of the parties shall survive termination of this Contract.

4.4.3 **LIABILITY:** Vendor agrees to assume, without limitation, all risk of loss and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of Vendor, its employees, agents, or subcontractors in the performance of the Contract. Vendor shall assume risk of loss until delivery to the Agency/Buyer's facility. Vendor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction, or damage to State property, and shall at the State's request and expense, furnish to the State reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery. Neither party shall be liable for incidental, special or consequential damages.

4.4.4 **LEGISLATIVE CHANGES:** The Vendor herein expressly acknowledges that the Contract and its subject matter are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the terms or subject matter of this Contract, the Vendor shall not hold the Agency/Buyer liable in any manner for the resulting changes. The Agency/Buyer shall use best efforts to provide thirty (30) days' written notice to the Vendor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the Agency/Buyer's right to terminate the Contract pursuant to the termination provisions.

4.4.5 **JOINT AND SEVERAL LIABILITY:** If the Vendor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.

4.5 WARRANTIES

4.5.1 **CONSTRUCTION OF WARRANTIES EXPRESSED IN THE CONTRACT WITH WARRANTIES IMPLIED BY LAW:** All warranties made by the Vendor in all provisions of this Contract and the Offer by the Vendor, whether or not this Contract specifically denominates the Vendor's promise as a warranty or whether the warranty is created only by the Vendor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Agency/Buyer, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Vendor. The provisions of this section apply during the term of this Contract and any extensions or renewals thereof.

4.5.2 **CONCEPTS, MATERIALS AND WORKS PRODUCED:** Vendor represents and warrants that all the concepts, materials and works produced, or provided to the Agency/Buyer pursuant to the terms of this Contract shall be wholly original with the Vendor or that the Vendor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Vendor represents and warrants that the concepts, materials and works and the Agency/Buyer's use of same and the exercise by the Agency/Buyer of the rights granted by this Contract shall not infringe upon any other work, other than material provided by the Contract to the Vendor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Vendor represents and warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Vendor and any other materials, works and methodologies used in connection with providing the services contemplated by this Contract

4.5.3 **TO BE PROVIDED IN A PROFESSIONAL MANNER:** Vendor warrants that all services will be performed in a good and professional manner and that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

4.5.4 **CONFORMITY WITH CONTRACTUAL REQUIREMENTS:** The Vendor represents and warrants that the goods or services will appear and operate in conformance with the terms and conditions of this Contract.

4.5.5 **AUTHORITY TO ENTER INTO CONTRACT:** The Vendor represents and warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Agency/Buyer.

4.5.6 **OBLIGATIONS OWED TO THIRD PARTIES:** The Vendor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Vendor pursuant to this Contract are or

will be fully satisfied by the Vendor so that the Agency/Buyer will not have any obligations with respect thereto.

4.5.7 **TITLE TO PROPERTY AND EQUIPMENT:** The Vendor represents and warrants that title to any property assigned, conveyed or licensed to the Agency/Buyer pursuant to this Contract is good and that transfer of title or license to the Agency/Buyer is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Vendor further warrants that it has title to, or the right to allow the State to use, the equipment, supplies and/or services being provided and that the State may use same without suit, trouble or hindrance from Vendor or third parties.

4.5.8 **EQUIPMENT AND SUPPLIES QUALITY:** Unless otherwise agreed, Vendor warrants that all equipment and/or supplies provided by Vendor pursuant to this Contract shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty and shall perform in accordance with manufacturer's published specifications.

4.5.9 **INDUSTRY STANDARDS:** The Vendor represents and expressly warrants that all aspects of the goods and services provided or used by it shall conform to the standards in the relevant industry in the performance of this Contract.

4.5.10 **TECHNOLOGY UPDATES:** The Vendor represents and warrants that, in the performance of this contract, it shall continually use and integrate the most current and up-to-date technology commercially available and accepted in the general marketplace as proven and reliable.

4.5.11 **SOLICITATION:** The Vendor warrants that no person or selling Agency/Buyer has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

4.6 INSURANCE

4.6.1 **INSURANCE:** Vendor shall provide and maintain at Vendor's own expense and shall cause each of the Subcontractors to provide and maintain, until completion of its obligations under this Contract and during the time period following final completion if Vendor is required to return and perform any additional service, the insurance coverages and requirements specified below, insuring all operations related to the Contract:

(a) Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than $500,000 for each accident or illness.

(b) When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Vendor shall provide Automobile Liability Insurance with limited of not less than $1,000,000 per occurrence limit, for bodily injury and property damage.

(c) When any professional consultants perform services in connection with this Contract, Professional Liability Insurance coverage acts, errors, or

omissions shall be maintained with limits of not less than $5,000,000. Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work pursuant to this Contract. A claims-made policy which is not renewed or replaced must have an extended reported period of at least two (2) years. Subcontractors performing work for Vendor may maintain the coverage described in this paragraph with limits not less than $1,000,000.

4.6.2 Additional Insurance Requirements:

(a) The Vendor acknowledges that it has furnished the Agency/Buyer with original certificates of insurance, which are in force as of the Effective Date and shall provide renewal certificates of insurance prior to the expiration of such insurance if the coverages have an expiration or renewal date occurring during the term of this Contract. The Vendor agrees that the receipt of any certificate does not constitute agreement by Agency/Buyer that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Contract. The failure of Agency/Buyer to obtain certificates or other evidence of insurance from Vendor shall not be deemed a waiver by Agency/Buyer of any requirements for Vendor to obtain and maintain the specified coverages. The Vendor shall advise all insurers of the provisions of this Contract regarding insurance. The obtaining by Vendor of non-conforming insurance shall not relieve Vendor of the obligation to provide insurance as specified in this Contract. Vendor's failure to fulfill the insurance conditions shall constitute a violation of the Contract, and Agency/Buyer shall have the right to terminate the Contract or to suspend until proper evidence of insurance is provided.

(b) All insurance shall provide for thirty (30) days prior notice to be given to Agency/Buyer in the event coverage is substantially changed, canceled, or not renewed.

(c) All deductibles or self insured retentions on referenced insurance coverages shall be borne by Vendor.

(d) Vendor shall require that insurers waive their rights of subrogation against the Agency/Buyer, its employees, elected officials, agents, or representatives.

(e) Vendor agrees that any insurance coverages or limits furnished by Vendor pursuant to this Contract shall in no way limit the Vendor's liabilities and responsibilities specified within this Contract or by law. Any insurance or self insurance programs maintained by Agency/Buyer shall apply in excess of and shall not contribute with insurance provided by Vendor under this Contract.

(f) The insurance required pursuant to this Article shall not be limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract arising as a matter of law.

(g) The Vendor shall require all subcontractors to provide the insurance required herein or Vendor may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of

Vendor unless otherwise provided herein or upon the written permission and approval of the Agency/Buyer if reduced coverage limits are requested.

(h) If Vendor or a subcontractor desires additional coverages, Vendor or such subcontractor, as applicable, desiring the additional coverages shall be responsible for their acquisition and cost.

(i) Notwithstanding anything to the contrary contained in this Contract, the Agency/Buyer shall have the right to request any modification, deletion, alteration, or change to the insurance requirements provided for herein and Vendor shall not unreasonably withhold or delay its consent to such request.

4.6.3 **Worker's Compensation Insurance:** Vendor shall carry Worker's Compensation insurance in the amount required by law.

4.7 VENDOR STATUS AND QUALIFICATIONS

4.7.1 **BACKGROUND CHECK:** The State may conduct criminal and driver history background checks of Vendor's officers, employees or agents who would directly supervise or physically perform any of the Contract requirements at State facilities. Any officer, employee or agent deemed unsuitable by the State must be replaced immediately.

4.7.2 **LEGAL ABILITY TO CONTRACT:** Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

4.7.2.1 Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.

4.7.2.2 Vendor is not in default on an educational loan **(5 ILCS 385/3)**.

4.7.2.3 Vendor has informed the director of the Agency/Buyer in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive in or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items **(30 ILCS 105/15a)**.

4.7.2.4 Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe **(30 ILCS 500/50-5)**.

4.7.2.5 If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business **(30 ILCS 500/50-10)**.

4.7.2.6 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, at least 5 years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the contracting State Agency/Buyer shall declare the contract void if this certification is false **(30 ILCS 500/50-10.5)**.

4.7.2.7 Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the contracting State Agency/Buyer may declare the contract void if this certification is false **(30 ILCS 500/50-11)** or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt **(30 ILCS 500/50-60)**.

4.7.2.8 Vendor 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)** and acknowledge that failure to comply can result in the contract being declared void.

4.7.2.9 Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the contracting State Agency/Buyer may declare the contract void. **(30 ILCS 500/50-14)**

4.7.2.10 Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor 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)**.

4.7.2.11 Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code **(30 ILCS 500/50-30)**.

4.7.2.12 Vendor 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)**.

4.7.2.13 Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification

applies to contracts of $5000 or more with: individuals; and to entities with twenty-five (25) or more employees **(30 ILCS 580)**.

4.7.2.14 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 U.S. Department of Commerce. This certification applies to contracts that exceed $10,000 **(30 ILCS 582)**.

4.7.2.15 Vendor 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 5/33E-3, 5/33E-4)**.

4.7.2.16 Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies **(775 ILCS 5/2-105)**.

4.7.2.17 Vendor 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)**.

4.7.2.18 Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction **(PA 93-0307)**.

4.7.3 **CONFLICTS OF INTEREST:** Vendor has disclosed, and agrees it is under a continuing obligation to disclose to the Agency/Buyer, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act **(30 ILCS 105/18.40)**, Article 50 of the Illinois Procurement Code **(30 ILCS 500/50)**, or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any conflict under Section 50-13 exists no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:

4.7.3.1 the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor **(currently $90,414.60)**. (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

4.7.3.2 the contract is with a firm, partnership, association or corporation in which a person referenced in 4.7.3.1 above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor **(currently $150,691.00)**.

4.7.3.3 the contract is with a firm, partnership, association or corporation in which a person referenced in 4.7.3.1 above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor **(currently $301,382.00)** from the firm, partnership, association or corporation.

4.7.4 **INDEPENDENT CONTRACTOR:** The Vendor shall be an independent contractor. Equipment and/or supplies provided and/or services performed pursuant to this Contract are not rendered as an employee of the Agency/Buyer or of the State of Illinois. Amounts paid pursuant to this Contract do not constitute compensation paid to an employee.

4.7.5 **NOT A JOINT VENTURE:** Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

4.7.6 **NON-DISCRIMINATION:** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Agency/Buyer does not unlawfully discriminate in employment, contracts, or any other activity.

4.8 TERMINATION OF CONTRACT

4.8.1 **TERMINATION FOR CAUSE WITHOUT ADVANCE NOTICE:** The Agency/Buyer may terminate this Contract for any of the following reasons effective immediately without advance notice:

4.8.1.1 In the event the Vendor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

4.8.1.2 The Agency/Buyer determines that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health or safety;

4.8.1.3 The Vendor fails to comply with confidentiality laws or provisions;

4.8.1.4 The Vendor furnished any statement, representation or certification in connection with this Contract or the RFP which is materially false, deceptive, incorrect or incomplete.

4.8.2 **TERMINATION FOR CAUSE WITH NOTICE:** The occurrence of or any one or more of the following events shall constitute cause for the Agency/Buyer to declare the Vendor in default of its obligations under this Contract:

4.8.2.1 The Vendor fails to perform, to the Agency/Buyer's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Vendor;

4.8.2.2 The Agency/Buyer determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

4.8.2.3 The Vendor fails to make substantial and timely progress toward performance of the Contract;

4.8.2.4 The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Vendor terminates or suspends its business; or the Agency/Buyer reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

4.8.2.5 The Vendor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract;

4.8.2.6 The Vendor has engaged in conduct that has or may expose the Agency/Buyer to liability, as determined in the Agency/Buyer's sole discretion; or

4.8.2.7 The Vendor, in the performance of this Contract, has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.

4.8.2.8 If there is a default event caused by the Vendor, the Agency/Buyer shall provide written notice to the Vendor requesting that the breach or noncompliance be cured within the period of time specified in the Agency/Buyer's written notice to the Vendor, or within 30 days, whichever is greater. If the breach or noncompliance is not curedwithin such time, the Agency/Buyer may either: (a) immediately terminate the Contract without additional written notice; or, (b) enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

4.8.3 **TERMINATION FOR CONVENIENCE UPON NOTICE:** Following **fifteen (15)** days written notice, the Agency/Buyer may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following termination upon notice, the Vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Agency/Buyer up to and including the date of termination.

4.8.4 **TERMINATION DUE TO LACK OF FUNDS OR CHANGE IN LAW:** The Agency/Buyer shall have the right to terminate this Contract without penalty by giving written notice to the Vendor as a result of any of the following:

4.8.4.1 Adequate funds are not appropriated or granted to allow the Agency/Buyer to operate as required and to fulfill its obligations under this Contract;

4.8.4.2 Funds are de-appropriated or not allocated or if funds needed by the Agency/Buyer, at the Agency/Buyer's sole discretion, are insufficient for any reason;

4.8.4.3 The Agency/Buyer's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency/Buyer;

4.8.4.4 The Agency/Buyer's duties are substantially modified.

4.8.5 **VENDOR'S REMEDIES IN EVENT OF TERMINATION BY AGENCY/BUYER:** In the event of termination of this Contract for any reason by the Agency/Buyer, the Agency/Buyer shall pay only those amounts, if any, due and owing to the Vendor for services actually rendered up to and including the date of termination of the Contract and for which the Agency/Buyer is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Vendor's claim. This provision in no way limits the remedies available to the Agency/Buyer under this Contract in the event of termination. However, the Agency/Buyer shall not be liable for any of the following costs:

4.8.5.1 The payment of unemployment compensation to the Vendor's employees;

4.8.5.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

4.8.5.3 Any costs incurred by the Vendor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;

4.8.5.4 Any taxes that may be owed by the Vendor in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

4.8.6 **VENDOR'S TERMINATION DUTIES:** The Vendor, upon receipt of notice of termination or upon request of the Agency/Buyer, shall:

4.8.6.1 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 therefrom, any other matters the Agency/Buyer may require;

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

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

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

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

4.8.7 **AGENCY/BUYERS REMEDIES UPON DEFAULT:** If the Agency/Buyer finds the Vendor in default under the provisions of paragraph 4.8.1, or if Vendor fails to cure a default under the provisions of paragraph 4.8.2 within the period granted by the Agency/Buyer as prescribed in paragraph 4.8.2.8, then the Agency/Buyer may invoke any or all of the remedies allowed by law or equity."

4.9 GENERAL PROVISIONS

4.9.1 **TERM AND RENEWALS:** The length of the Contract, including any renewals, may not exceed that allowed by law pursuant to **30 ILCS 500/20-60** or other applicable statutes. When the term begins on execution, that means the date of final execution by the State. If the commencement of performance is delayed because the Contract is not executed by the State on the start date, the State may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the Vendor's option.

4.9.2 **NON-EXCLUSIVE RIGHTS:** This Contract is not exclusive. The Agency/Buyer reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

4.9.3 **APPLICABLE LAW:** The terms and conditions of this Contract, including those set forth in any attachment, shall be construed in accordance with and are subject to the laws and rules of the State of Illinois, including, without limitation, the Illinois Procurement Code **(30 ILCS 500)** and the rules promulgated thereunder **(44 Ill. Admin. Code 1),** the Illinois Freedom of Information Act **(5 ILCS 140)** and the Attorney General Act **(15 ILCS 205)**. The Department of Human Rights' Equal Opportunity requirements **(44 Ill. Admin Code 750)** are incorporated by reference. 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 Contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Contract. Any provision containing a citation to an Illinois statute (cited ILCS) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version can be viewed at http://www.legis.state.il.us/legislation/ilcs/ilcs.asp.

4.9.4 **ENTIRE CONTRACT:** This Contract, including any attachments or amendments, constitutes the entire agreement between the Parties concerning the subject matter of the Contract. 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 of this Contract 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 of this Contract, including without limitation provisions relating to confidentiality, warranty, ownership and liability. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

4.9.5 **CONTRACTING AUTHORITY:** Certain contracts must be signed or approved by the Director of the Department of Central Management Services (CMS) before they are binding on the State. In those instances CMS shall not be responsible for costs or funding even though payments may be made through CMS facilities.

4.9.6 **AMENDMENTS:** This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

4.9.7 **THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the Agency/Buyer and the Vendor.

4.9.8 **HEADINGS OR CAPTIONS:** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

4.9.9 **SUPERSEDES FORMER CONTRACT AGREEMENTS:** This Contract supersedes all prior Contracts or Agreements between the Agency/Buyer and the Vendor for the services provided in connection with this Contract.

4.9.10 **WAIVER:** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency/Buyer and the Vendor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

4.9.11 **NOTICE:** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth in Section 1 of the Sample Contract for Services, "Agency/Buyer and Vendor Contact Page." Notices by fax must show the date/time of successful receipt. Each such notice shall be deemed to have been provided: (a) at the time it is actually received; or, (b) within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or, (c) within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

4.9.12 **CUMULATIVE RIGHTS:** The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative

and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

4.9.13 SEVERABILITY: If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

4.9.14 TIME IS OF THE ESSENCE: Time is of the essence with respect to the performance of the terms of this Contract.

4.9.15 AUTHORIZATION: Each party to this Contract represents and warrants to the other parties that: (a) it has the right, power and authority to enter into and perform its Obligations under this Contract; and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

4.9.16 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.

4.9.17 OBLIGATIONS BEYOND CONTRACT TERM: This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of the Agency/Buyer and the Vendor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

4.9.18 COUNTERPARTS: The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

4.9.19 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS: The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.

4.9.20 ADDITIONAL PROVISIONS: The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference. In the event of a conflict between the documents in this agreement, the following order of precedence will prevail: a) the Contract; b) Appendix C, the Gentax License Agreement; c) the Vendor's Response; and d) the Agency/Buyer's Request for Proposal (Ref #22010344).

5. AGENCY/BUYER SUPPLEMENTAL TERMS AND CONDITIONS

5.1 CONFIDENTIALITY OF TAX RETURN INFORMATION AND TAX PROCESSING PROCEDURES.

5.1.1. **CONFIDENTIALITY OF TAX RETURN INFORMATION**. Services provided to the Department by Vendor may require Vendor to have access to and use of documents and data that may contain tax return information. Tax returns and tax return information are confidential and may not be disclosed under Illinois or federal law, including, but not limited to, 35 ILCS 5/917, 35 ILCS 120/11, 26 U.S.C. 7213, and 26 U.S.C. 7431. These statutes provide for the imposition of criminal penalties for improper disclosure of confidential tax return information. Vendor agrees that it shall keep confidential all tax returns and tax return information that it accesses and uses in performance of its services to the Department and will not provide it to any third party unless approved in writing by the Department. Vendor further agrees to protect such information from unauthorized disclosure by it and its employees and by its corporate affiliates and their employees during and after the term of this Contract.

5.1.2. **CONFIDENTIALITY OF PROCESSES AND PROCEDURES**. Services provided to the Department by Vendor may require Vendor to have access to and use of processes and procedures employed by the Department in its administration of the Illinois tax acts. These processes and procedures are the property of the Department and are highly confidential. Vendor agrees that it shall keep confidential any and all information concerning such processes and procedures and will not provide it to any third party. Vendor further agrees to protect such information from unauthorized disclosure by Vendor and its employees and by Vendor's corporate affiliates and their employees during and after the term of this Contract.

6. STATE FORMS REQUIRED OF THE VENDOR

This section serves as a placeholder for any State Forms completed as part of the RFP process that also need to be included in the Contract (if necessary). It is important to note that this section references State forms that are necessary to be included in the Contract and may not include all of the forms listed in section 5.2.9 of the RFP, "State Forms Required of the Vendor." In addition, this section does not serve as an opportunity for Vendors to insert their own forms.

7. SIGNATURE PAGE: CONTRACT FOR SERVICES

This contract ("Contract") is made and entered into as of the 18th day of October, 2006, by and between the State of Illinois, a body politic ("State") by and through its agency and/or buyer, Illinois Department of Revenue ("Agency" "Buyer" or "Agency/Buyer") and FAST Enterprises, LLC (or "Vendor").

WITNESSETH:

WHEREAS, on May 10, 2006, State issued a Request for Proposals ("RFP") inviting Offers to address the need to replace its antiquated tax processing systems with a Commercial Off The Shelf Solution.

WHEREAS, as a result of Vendor's Offer and in reliance on the representations, assurances, and acknowledgements made therein, as well as the representations, assurances and acknowledgements made herein, State has determined to award Vendor this contract based upon its Offer and subject to the terms and conditions contained herein, for the provision of Integrated Tax Software and Installation Services to the State.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the foregoing and to the terms set forth herein.

In Witness whereof, Agency/Buyer and Vendor have caused this CONTRACT to be executed by duly authorized representatives of the respective PARTIES on the dates shown below:

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

FAST ENTERPRISES LLC

Signature

MARTIN RANKIN

Printed Name

Title: MEMBER **Date:** 19-Oct-2006

Agency/Buyer (Name):

Signature

BRIAN HAMER

Printed Name

Title: DIRECTOR **Date:** 10/24/06

Chief Fiscal Officer — Date 10/26/06

General Counsel — Date 10-24-06

APPENDIX A

Technical Proposal

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7. Financial Capacity		7.1
(Financial statements in sealed envelope in Technical Proposal Original only)		
8. Changes to the RFP		8.1 plus 7 pages
(RFP Addendum cover pages, signed to acknowledge receipt)		
9. State Forms		
Attachment A. Qualification Form		1 page
Attachment B. Business and Directory Information		2 pages
Attachment C. References		2 pages
Attachment D. DHR Public Contract Number		1 page
Attachment G. Conflicts of Interest Disclosure		24 pages
Attachment H. Taxpayer Identification Number		1 page
Attachment I. Information Regarding Terminations, Litigation and Debarment		1 page
Addendum: Exceptions		A.1 – A.5
Bid Bond		
(Bid Bond in sealed envelope in Technical Proposal Original only)		

The GenTax® product is owned by Fast Enterprises, LLC.
GenTax® is a registered trademark of Fast Enterprises, LLC.

4.10 Presentations and Site Visits

4.10.1 Presentations

IDOR reserves the right to request vendor presentations during the bid evaluation period. These presentations may be limited to selected vendors and will be scheduled as needed to ensure that IDOR understands and properly evaluates each COTS ITS. Presentations will be made at IDOR in Springfield, Illinois.

We would be pleased to provide a presentation to IDOR to demonstrate GenTax, clarify our proposal, and/or respond to specific questions during the period specified for Selected Vendor Presentations in the June 6, 2006 Addendum to the RFP (July 17 through 21, 2006). We would deliver such a presentation at IDOR in Springfield at no cost to the State.

We respectfully request that IDOR provide the requirements for such a presentation at the earliest possible date in order to give us adequate time to prepare.

4.10.2 Site Visits

IDOR reserves the right to request site visits from the top two bidders. At the time the top bidders are identified, they will be asked to submit three potential site locations from which IDOR will select up to two to visit. These visits will be to sites that have successfully put the bidder's COTS system, or a similar COTS system, into production and will be for the purpose of enhancing IDOR's knowledge of the bidders' products and their implementations in environments equivalent or similar to IDOR.

We would be pleased to arrange with three of our current clients for a potential site visit from IDOR. These sites can be selected from among the seven US states where GenTax is in production.

Technical Proposal

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GenTax® is a registered trademark of Fast Enterprises, LLC.

Microsoft Corporation
5335 Wisconsin Avenue, N.W.
Suite 600
Washington, DC 20015

Tel 202 895 2000
Fax 202 364 8853
http://www.microsoft.com

Microsoft

May 31, 2006

Mr. Brian Hamer
Director
Department of Revenue
State of Illinois
101 W Jefferson
Springfield, IL 62794

Dear Mr. Hamer:

Microsoft is pleased to have partnered with FAST Enterprises on this response to the Integrated Tax System RFP. The intent of this letter is to provide the Department of Revenue an understanding of the strength of the Microsoft/FAST Enterprises partnership. Additionally, the Microsoft team feels it is important to stress that we are committed to supporting FAST, in any way feasible, to help ensure the success of this Integrated Tax System at the IL Dept. of Revenue.

Microsoft has a long track record of helping revenue agencies around the world achieve efficiencies and better citizen services through the use of technology. We believe that the FAST Gentax solution can help revenue agencies do just that. Therefore, Microsoft has chosen to establish a strong alliance with FAST. We have worked with FAST on numerous client implementations and have seen first hand the ability for FAST to deliver successfully on a consistent basis.

We look forward to partnering with FAST on the implementation of an Integrated Tax System at the State of Illinois Department of Revenue. We are confident that the FAST solution will provide IL with a system that meets your agencies needs, in the most cost effective manner.

Sincerely,

Linda Zecher

Linda Zecher
Vice President
US Public Sector

FAST
ENTERPRISES

June 12, 2006

Illinois Department of Revenue
Attn: Cathy Hubbs, MC 6-100
101 West Jefferson
Springfield, IL 62702
c/o Revenue Integrated Tax System – IDOR ITS FY06

Dear Ms. Hubbs,

Fast Enterprises, together with our business partner Microsoft, is pleased to present this response to the State of Illinois Department of Central Management Services' Request for Proposals, Reference Number IDOR ITS FY06, for an Integrated Tax System for the Illinois Department of Revenue, issued May 10, 2006.

We recognize that the path ahead is both an exciting and a challenging one. Implementing a tax processing system can be a significant undertaking fraught with risk. We believe that a partnership with Fast Enterprises to implement GenTax® represents a real opportunity for the Illinois Department of Revenue to mitigate these risks and realize its information system goals.

PRODUCT

- GenTax® is the only production-proven integrated tax commercial off-the-shelf (COTS) solution processing multiple taxes at multiple jurisdictions in the United States.

PEOPLE

- Our business is integrated tax. We know how to implement GenTax® so that it effectively and efficiently meets the business needs and objectives of a revenue agency.

DELIVERY

- The states of Idaho, New Mexico, Louisiana, Montana, Wisconsin, North Dakota, Alabama, West Virginia, and Utah have all chosen GenTax® as their integrated tax processing solution. We hope to welcome Illinois into this partnership, sharing in the use of a common solution that has been delivered on time and on budget in every implementation.

We look forward to the possibility of working with the Illinois Department of Revenue. We are confident that we can share with you the same success we are enjoying with our current clients.

Please do not hesitate to call for further information.

Sincerely,

James G. Harrison

James G. Harrison
Partner - Fast Enterprises, LLC

6400 S. FIDDLER'S GREEN CIRCLE, SUITE 1500
GREENWOOD VILLAGE, CO 80111
TELEPHONE: 303.770.3700 FAX: 303.770.3701
WWW.GENTAX.COM

4. Technical Approach

Our detailed response to the requirements stated in Section 4 of the RFP begins below.

We have reproduced the section numbers and content from the RFP for the convenience of the reader.

4. PRODUCTS AND SERVICES REQUIRED FROM THE VENDOR

The Agency/Buyer will detail the specific requirements and needs for which the Contract is to address. This section will include the Agency/Buyer's needs, goals and requirements as well as any other specifications. This information should be used by the Vendor to prepare its Offer and will also constitute the terms of the Contract.

4.1 Need for Products and Services

The Illinois Department of Revenue (IDOR) currently uses a variety of legacy computer applications running on a number of different hardware platforms to administer over 70 state taxes. The IDOR is seeking to replace a number of these old tax administration systems, which supports 40 tax types with a Commercial Off-The-Shelf (COTS) integrated tax processing solution (ITS) and the infrastructure required to support it.

We propose to implement GenTax, our solution for integrated tax administration, to administer the 40 taxes currently administered with the legacy tax administration systems that IDOR wishes to retire.

4.2 Goals and Objectives

4.2.1 Replace existing applications and related hardware used to administer taxes by IDOR with a single COTS ITS solution that supports IDOR's core business processes.

GenTax is an integrated tax administration solution that addresses virtually all of the requirements of a revenue agency administering multiple taxes.

The ITS solution and related infrastructure should

simplify application administration;

Administration of the installed GenTax application is simplified through:

- *Configurability.* GenTax is designed to support an agency implementing multiple taxes, with associated business and processing rules, with minimal programming. Future tax types and changes to the business rules for current tax types can often be implemented primarily through configuration. GenTax configuration covers almost all aspects of the system including returns, letters, penalty, interest, transactions, customer types, workflow, screen layouts, terminology, and window flow.

- *Software Architecture.* FAST has developed a strict set of standards that allow an agency to extend the system while maintaining the integrity of the underlying GenTax software. These standards include naming standards to avoid name clashes and to create and integrate new database tables, parameter tables, reports, letters, interfaces and custom online and batch processes. This powerful plug-in capability allows an agency to incorporate site-specific rules, letters, reports, processes, and windows without compromising the base product.

- *Maintainability.* Through payment of the annual license fee, the agency will be entitled to access product maintenance items ("hot fixes", service packs, and new releases) as they are made available by FAST solution centers. This is a way of outsourcing software development and maintenance while keeping responsibility for maintaining business rules and administering revenue programs. A long term relationship between the agency and FAST ensures continued support and maintenance of the system.

- *Auto-deployment.* GenTax includes a mechanism to auto-deploy upgrades to individual components and cached reference data at GenTax startup.

improve data quality and access for users;

GenTax is a rules-based, on-line, integrated tax administration system that uses an integrated relational database. Consistent application of rules and database integration contributes to data quality. Online access, powerful application tools, and the flexibility of a relational data structure contribute to improved data access.

increase voluntary compliance and collections; and

The ability to integrate all tax data about a particular taxpayer provides an aggregated view of the taxpayer's filing, payment, collections, and audit history. This will assist IDOR in pursuing any taxpayer mistakes or delinquencies in a timely manner. Combined with other tools available in GenTax such as risk-based collection, liens, and bankruptcy management, this will lead to enhanced collections and will contribute to the public knowledge that IDOR is tracking non-compliant taxpayers. Pursuing these taxpayers will help educate otherwise compliant individuals and will bring into compliance those individuals who would otherwise not comply. The result is increased voluntary compliance.

reduce both operational and technology maintenance costs.

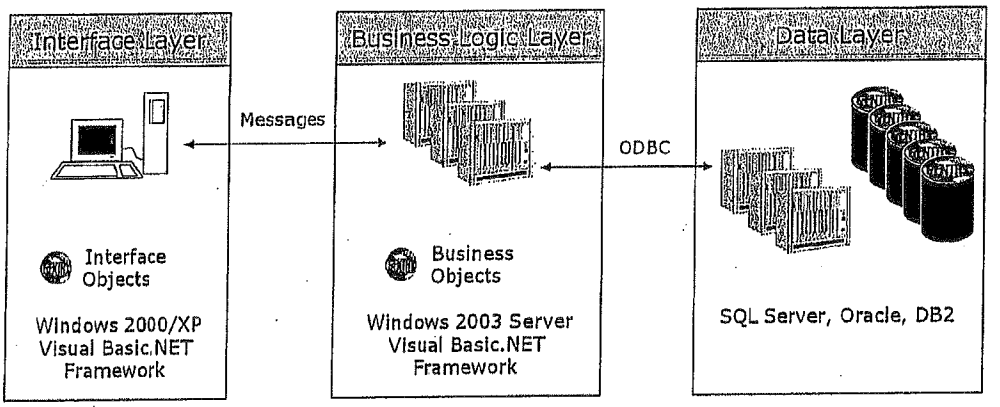
GenTax invariably reduces ongoing operational and technology maintenance costs. Some key reasons include:

- Commodity Intel-compatible servers are employed. These are substantially cheaper to operate and maintain than mainframe or UNIX based hardware.
- The proposed DBMS is Microsoft SQL Server 2005. SQL Server is generally accepted to be the most affordable enterprise relational DBMS, yet still provides excellent performance and availability.
- An enterprise storage area network (SAN) is proposed to consolidate storage so that it may be easily and efficiently managed.
- GenTax utilizes a simple and consistent technology platform with a central data repository, which will eventually eliminate the complexity and added costs of maintaining multiple complex server platforms.
- In the application support environment, all coders are working in a single technology (VB.NET) within an integrated development environment with a rich set of supporting tools. The need to maintain skills and expertise in multiple development technologies is almost eliminated.

Major components of the ITS will include:

4.2.1.1 New Application(s) – The COTS ITS solution should be an n-tier,

GenTax is a multi-tier client-server application.



The **Interface Layer** manages the end-user interface on the desktop and applies data validation business rules. It runs on a Microsoft Windows client machine at the end-user workstation. GenTax Interface Objects implement a graphical user interface that applies basic business rules in real time as the user enters or selects data values. Messages are sent to and responses received from the GenTax Business Objects that run on the business logic layer.

The **Business Logic Layer** applies further business rules to implement system processes, either automatically or on user request. It runs on one or more Microsoft Windows server machines. GenTax Business Objects apply business logic and request database updates through an ODBC interface. The number of application servers is variable and is determined by the system load to be supported. It is at this layer that the processing scalability of GenTax is implemented by installing multiple application servers.

The **Data Layer** is where the business data is stored, retrieved, maintained, and managed. The databases are vertically partitioned so that multiple database servers can be installed, driven by processing demands and data volume.

Note: GenTax supports three industry-leading relational database management systems (RDBMS). While we leave the choice of RDMS to the agency, this proposal is based on using SQL Server.

online, real-time (OLRT) system ...

GenTax is a functionally rich, state-of-the-art, online, integrated system. Except for user or system actions that are specifically meant to update data elements only in a batch mode (uploading batches of return data, uploading payment batch data, uploading change requests from standalone audit or collections functionality, and so on), GenTax allows for posting, edits, and changes in real time. Common examples are in correcting errors on, or changes to, taxpayer demographic and profile information, resolving suspended payments and/or returns, and reconciling taxpayer account information (reversing and re-applying payments, for example). It should be noted that any real-time changes to taxpayer, return, and/or account data are logged and stamped with user login ID and date and time of change. Prior versions of changed data are never deleted from the system and can be displayed as historical information.

... that supports all of IDOR's primary business processes including:

4.2.1.1.1 a comprehensive registration system; (see function 1.1.1.5 in the Function Matrix)

GenTax is an integrated tax administration system that uses an integrated, relational database. All GenTax functional subsystems share this single registry. This substantially reduces duplication of data and the need for redundant re-entry of data.

The GenTax Customer Manager provides a comprehensive set of functions to maintain customer (taxpayer) registration and demographic information, including:

Customer

- Search for customers
- Add new customers
- Maintain customer and agency-specific attributes
- Maintain names
- Maintain and validate addresses
- Maintain identities
- Maintain contacts
- Maintain links
- Maintain indicators
- Maintain account attributes
- Maintain SIC
- Maintain NAICS
- Maintain attachments
- View customer summary
- Track/view system activity by customer or user
- Check spelling of user notes

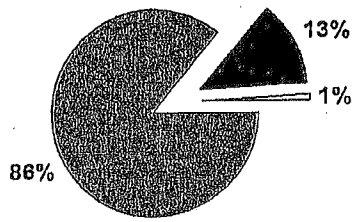
Our responses to the Registration Functional Requirements (Section 3 of the Function Matrix) are summarized in the table on the following page.

Registration Functional Requirement Category	1) Base Product	2) Site Specific	3) Not included
3.1 General	32	6	0
3.2 Name Edit/Validation/Searching	2	1	0
3.3 Address Edit/Location Validation/Standardization/ Searching	6	5	0
3.4 FEIN/SSN Edit/Validation/Search	2	1	0
3.5 Multiple Taxes	3	0	0
3.6 Multiple Locations	2	0	0
3.7 Multiple Entity Names	14	1	0
3.8 Unitary Taxpayers	7	0	0
3.9 Registration/Licensing/ Permitting and Inventory Tracking- New and Renewal	9	0	0
3.10 Account Closing	1	0	0
3.11 Account Review	1	0	0
3.12 Data Edit	5	0	0
3.13 Reporting	4	0	0
3.14 Service Levels	6	0	1
3.15 Exception Handling	2	1	0
Registration Functional Requirements Totals	96	15	1

Function Matrix Section 3:

Registration Functional Requirements

Coverage



4.2.1.1.2 a state-of-the-art financial management system for taxpayer and revenue accounting; (see function 1.1.1.6 in the Function Matrix)

GenTax financial management functionality is delivered through five integrated modules:

- **Returns Manager**, which provides functions to receive, validate, post, and correct returns
- **Payments Manager**, which provides functions to receive, post, validate, and correct payments and payment batches.
- **Financials Manager**, which provides functions to view and print financial transaction lists, view account and period summaries, perform transaction maintenance, and review account activity.
- **Refund Manager**, which provides functions to process refund requests.
- **Revenue Manager**, which provides functions to track and report revenue accounting and integrate with a external general ledger system.

The functions provided by these GenTax Managers are listed below and on the next page.

Returns	Receive return batches Create batches online Validate batches Process batches Search for batches Import returns from Excel Search for returns Key returns online Validate line items Adjust returns online	Maintain periods Direct returns for manual review Handle joint returns Issue correction notices Provide integrated imaging of returns Change addresses automatically
Payments	Receive payment batches Create batches online Validate batches Apply payments Track customer banking information Correct payments Reverse payments	Reapply payments Split payments Search for batches Search for payments Print vouchers Provide integrated imaging of payments
Financials	Issue notices of assessment Issue statements Calculate penalties and interest Post penalties and interest manually Post online transactions Manually reapply credits	Write off small balances Manage bulk write-offs Adjust transactions Reverse transactions Review accounts for user intervention Track offsetting credits and debits
Refund	Process refund requests Validate refunds Track refund approvals Maintain Refunds Consolidate refunds Process credit applications	Post refunds Support refunds outside of GenTax Support external credit claims Divert refunds to trustees Support direct deposit of refunds

Revenue	Create revenue models Define revenue periods Add revenue transactions Make manual adjustments	Update revenue transactions online Interface with general ledger systems to distribute funds to external entities

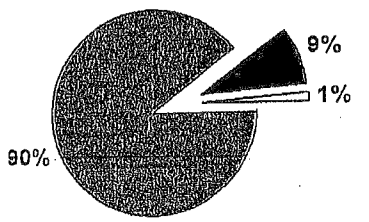
Our responses to the Processing and Accounting Functional Requirements (Section 4 of the Function Matrix) are summarized in the table below.

Processing and Accounting Functional Requirement Category	1) Base Product	2) Site Specific	3) Not included
4.1 General Accounting and Reporting	88	3	0
4.2 Initial Return Processing	20	10	2
4.3 Subsequent Return Processing	3	2	0
4.4 Suspended Return and Suspended Payment Processing	5	1	0
4.5 Extension Processing	1	0	0
4.6 Return and Payment Corrections Processing	10	0	0
4.7 Amended Returns Processing	13	0	0
4.8 Payment Processing	17	2	0
4.9 Inventory Management	3	0	0
4.10 Refund and Credit Processing	22	3	0
4.11 Billing/Liability	12	0	0
4.12 Unclaimed Property Processing	1	0	0
4.13 Write-off Processing	5	1	0
4.14 Manual Entry	1	0	0
4.15 Revenue Accounting	1	0	0
4.16 Reporting	5	0	0
4.17 Service Level	4	0	1
Processing and Accounting Functional Requirements Total	**211**	**22**	**3**

Function Matrix Section 4:

Processing and Accounting Functional Requirements

Coverage



4.2.1.1.3 a flexible case management system usable independently by various areas within IDOR including Audit, Collections, Hearings and Appeals, Legal, and others; (see function 1.1.1.7 in the Function Matrix)

4.2.1.1.4 comprehensive workflow routing, monitoring and management capabilities; (see function 1.1.1.8 in the Function Matrix)

GenTax workflow functionality is delivered through six integrated modules:

- **Work Items Manager**, which supports completion of tasks within the system. Work Items Manager forms the backbone of the user workbenches such as Audit and Collections.
- **Case Manager**, which functions to support multistage business activities such as hearings, appeals, legal, and so on.
- **Audit Manager**, which provides functions to manage working papers, financial postings, and audit recovery. The Audit Springboard provides an "auditor's workbench", bringing together audit workflow functionality with the information and functions needed by the auditor.
- **Collections Manager**, which provides functions to identify and process outstanding debts from customer accounts to ensure prompt follow-up of unpaid debts. The Collections Springboard provides a "collector's workbench", bringing together collection workflow functionality and the information and functionality needed to pursue debt.
- **Liens Manager**, which supports creation, maintenance, and tracing of liens.
- **Bankruptcy Manager**, which is sued to create, maintain, and manage bankruptcy cases.

The functions provided by these GenTax Managers are listed below and on the next page.

Work Items	Create work items Maintain work items Assign work items	View work lists Track work statistics
Case	Define case rules Create cases Link cases to customers or accounts	Generate work items Create correspondence View images of input documents Track resolution of cases
Audit	Manage audit activities Assign audit resources Track audit working papers Track audit activities Handle prepayments	Review, approve, and post audits Track audit recoveries Prepare timesheets *Enable standalone auditing (Optional; not included[1])*

[1] Standalone Audit is an optional feature of the GenTax Audit Manager. Since the Function Matrix does not list any requirements that would be addressed by GenTax Standalone Audit, it is not included in our proposal.

Collections	Create collections Set collection stages Automate collections Predict stages Assign collections List collections Track collection activities Issue remittance advice documents	Calculate collection risk Create collection letters Display customer habits Maintain collection work items Maintain payment plans Consolidate liabilities into one Collection *Enable standalone collecting (Optional; not included[2])*
Liens	Search for liens Create liens	Set lien stages Share lien information
Bankruptcy	Create bankruptcy cases Maintain filing periods Add claims Add custom penalty and interest calculations	Display assigned cases Create case letters Track bankruptcy activities Close bankruptcy cases

The Case Management Functional Requirements listed in Section 5 of the Function Matrix are further supported by the following integrated modules:

- **Refund Manager**, discussed in our response to RFP Section 4.2.1.1.2.
- **Reports Manager**, which provides functions to execute and manage programmed reports and ad hoc queries.
- **Letters/Mail Manager**, which provides functions to create and maintain letter templates and manage printing of documents, forms, and letters.
- **Imaging Manager**, which provides functions to index, store, and retrieve images.

The functions provided by these GenTax Managers are listed below.

Reports	Request reports online Generate reports View reports online Search for reports	Export lists to Excel or Word Make ad hoc queries Create data cubes
Letters/Mail	Create letters online Track issued letters Create letter templates Address letters Preview letters	Manage template versions Edit letters Process letters in bulk Make legal reprints Manage batch letter printing
Imaging	Input images online Input images in batches Index images Retrieve images	Store images independently Integrate images with returns, payments and registration documents

Our responses to the Case Management Functional Requirements (Section 5 of the Function Matrix) are summarized in the table on the following page.

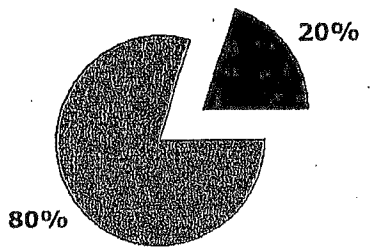
[2] Standalone Collections is an optional feature of the GenTax Audit Manager. Since the Function Matrix does not list any requirements that would be addressed by GenTax Standalone Collections, it is not included in our proposal.

Case Management Functional Requirement Category		1) Base Product	2) Site Specific	3) Not included
5.1	General	12	4	0
5.2	Amnesty DB	1	0	0
5.3	Audit	2	0	0
5.4	Bankruptcy	10	3	0
5.5	Collections	9	1	0
5.6	Collections Field Operations	2	0	0
5.7	Inter-Agency Debt Collection	4	2	0
5.8	Outside Collection Agency	0	3	0
5.9	Hearings and Appeals	8	4	0
5.10	Installment Contract Monitoring	3	0	0
5.11	Legal Department	1	0	0
5.12	Levy	1	1	0
5.13	Lien Tracking	3	2	0
5.14	Reasonable Cause	1	0	0
5.15	Refund Claims	1	1	0
5.16	(Not assigned)	-	-	-
5.17	Reporting	4	0	0
5.18	Service Level	1	0	0
Case Management Functional Requirements Total		63	21	0

Function Matrix Section 5:

Case Management Functional Requirements

Coverage



In our response to the preceding sections, we have provided statistical summaries of the following Functional Requirements categories in the Function Matrix:

- Registration
- Processing and Accounting
- Case Management

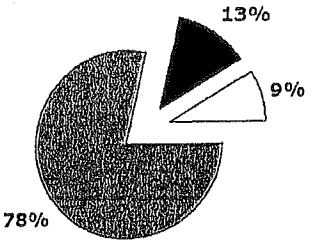
On the following page, we provide a statistical summary of the General and Universal (Cross Functional) Requirements categories in the Function Matrix.

Functional Requirement Category	1) Base Product	2) Site Specific	3) Not included
General Requirements			
1.1 Application Software, Operating System Software, and Hardware	N/A	N/A	N/A
1.2 Operational	N/A	N/A	N/A
1.3 Vendor Training, Support, and Help Desk	N/A	N/A	N/A
1.4 Conversion of Historical Data	2	0	0
Universal (Cross Functional) Requirements			
2.1 Annotation	7	0	1
2.2 Audit Trail	2	0	1
2.3 Business Rules	5	0	2
2.4 Correspondence/Document Management	1	0	0
2.5 Correspondence Management – Outgoing Documents	29	5	2
2.6 Clipboard – Users	1	0	1
2.7 Customization -Users	0	0	1
2.8 Dashboard	1	0	0
2.9 Decision Support/Decision Analytic	2	0	0
2.10 Document Management – Incoming Documents	7	0	0
2.11 Interface – System	1	2	0
2.12 Interface – Users	4	0	0
2.13 Inventory Management	0	0	1
2.14 On-line Help	2	1	0
2.15 Processing and Exception/Error Handling	9	0	0
2.16 Record Archival and Retention	0	0	2
2.17 Reporting	4	1	0
2.18 Search	0	1	0
2.19 Security	17	1	0
2.20 Workflow/Workload Management and Quality Review	7	6	0
General & Universal Functional Requirements Totals	**101**	**17**	**11**

Function Matrix Sections 1and 2:

General and
Universal (Cross Functional) Requirements

Coverage



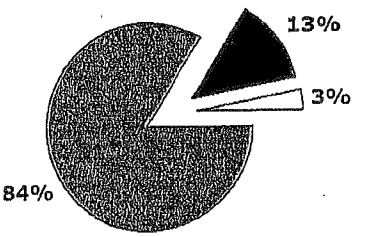
The overall statistics for the entire function matrix are shown blow.

Function Matrix Requirements Category	1) Base Product	2) Site Specific	3) Not included
1. General	2	0	0
2. Universal (Cross Functional)	99	17	11
3. Registration	96	15	1
4. Processing and Accounting	211	22	3
5. Case Management	63	21	0
Function Matrix Total	471	75	15

Function Matrix:

Overall

Coverage



4.2.1.1.6 a correspondence and noticing generation and correspondence tracking system; (see function 1.1.1.9 in the Function Matrix)

Correspondence and noticing generation and correspondence tracking are provided by the GenTax Letters/Mail Manager, which provides functions to:

Letters/Mail	Create letters online Track issued letters Create letter templates Address letters Preview letters	Manage template versions Edit letters Process letters in bulk Make legal reprints Manage batch letter printing

4.2.1.1.8 and the system must be capable of scaling to a minimum of 200% of the data and transaction volumes anticipated at the time of implementation. (see section 4.13 of this RFP)

GenTax runs on industry standard hardware, is built using Microsoft tools and technology and is architected for performance and scalability. The number of application servers is variable and is determined by the system load to be supported. It is at this layer that the processing scalability of GenTax is achieved by installing multiple application servers. These application servers can be added or replaced during the online processing day.

The databases are vertically partitioned so that multiple database servers can be installed to accommodate processing demands and data volume. We have sized the recommended Storage Area Network, the database servers, and the application servers to accommodate the 200% growth of data and transaction volumes.

The proposed hardware/software platform is scalable to the specified degree.

4.2.1.2 Service Levels - IDOR maintains a negotiated Service Level Agreement with CMS that addresses the performance expectations of its IT infrastructure. Within that SLA application performance metrics are specified at levels necessary for our Users to remain productive. The COTS ITS vendor will be required to provide a list of specific hardware and software components needed to maintain the following performance levels given the system sizing parameters listed in Section 4.13. The vendor should reference the CMS Technology Standards Taxonomy where applicable. Adherence to current State Standards is suggested, but not mandatory.

System Availability Target	99.% (general system availability 24 hours per day 7 days per week)
Number of Unplanned Incidents	<2 per year
Total Unplanned Downtime	< 30 minutes per incident
Percent of Processing Cycles Started On Time	98%
User Transaction Response Time	0.5 second avg, 90% of the time.

The infrastructure configuration that we recommend in response to RFP Section 4.3.4 has been sized appropriately to meet the stated service level requirements.

FAST and Microsoft are committed to delivering to IDOR a new Integrated Tax System for IDOR that is robust, secure, and scalable to meet the State's performance metrics. Both companies recognize that this will be a significant, highly visible project to deliver a mission critical application for a large agency. FAST and Microsoft will ensure that the underlying technologies will meet and exceed IDOR's needs.

4.2.1.3 Technology Infrastructure - The solution that you are proposing should be able to integrate/interface with the following State Standard Building Blocks:

- **Building Blocks (Target, Proof of Concept or Standards**
- **Desktop OS** (XP Professional (Standard), Vista (Target))
- **Email** Groupwise / Outlook (Standard)
- **End User Computing** – Excel Spreadsheet
- **End User Computing** – Microsoft Word Processing
- **Relational Database**
  - **Wintel** - DB2 8.1 (Standard), 8.2 (Target), SQL Server 2000 (Standard), 2005 (Proof of Concept)
  - **Midrange** – DB2 8.2
  - **Mainframe** – DB2 7.1 (Standard), 8.2 (Target)
- **Server**
  - **Wintel** – HP Proliant
  - **Midrange** – IBM P series
- **Mainframe** – IBM Z series

The table on the following page documents the adherence of our proposed platform to the State Standard Building Blocks specified above.

State Standard Building Block	Comparison of Proposed Technologies to State Standard Building Blocks	
	Standard	Target
Desktop OS • XP Professional (Standard) • Vista (Target)	Current version of GenTax supports XP Professional	Future version of GenTax will support Vista
Email • GroupWise / Outlook (Standard)	Current version of GenTax is compliant	Not applicable
End User Computing • Excel Spreadsheet	Current version of GenTax is compliant	Not applicable
End User Computing • Microsoft Word Processing	Current version of GenTax is compliant	Not applicable
Relational Database		
Wintel • DB2 8.1 (Standard), 8.2 (Target), • SQL Server 2000 (Standard), 2005 (Proof of Concept)	Current version of GenTax supports SQL Server 2000	Current version of GenTax supports SQL Server 2005
Midrange • DB2 8.2	Not applicable	Not applicable
Mainframe • DB2 7.1 (Standard) • 8.2 (Target)	Not applicable	Not applicable
Server		
Wintel • HP Proliant	Current version of GenTax is compliant	Not applicable
Midrange • IBM P series	Not applicable	Not applicable
Mainframe • IBM Z series	Not applicable	Not applicable

4.2.1.4 Input/Output Interfaces – IDOR intends to make optimal use of the native I/O capabilities of the COTS. To extend those native capabilities, separate projects are underway or planned to make major improvements to IDOR's capability for receiving and sending tax information; including enhanced interactive voice response (IVR) capabilities; document scanning and Optical Character Recognition (OCR) data capture capability, Internet services, and a Data Warehouse (DW). The ITS must be capable of being easily interfaced with these improvements as they occur. (see functions 1.1.1.17 & 2.11 in the Function Matrix for more information)

These types of interfaces have been implemented in multiple GenTax projects with minimal difficulty. For example, the Idaho State Tax Commission is operating interfaces to predictive dialer and IVR products. At the Louisiana Department of Revenue, an interface was implemented to IBM Content Manager during the initial implementation project, but work is underway to convert now to GenTax Imaging manager.

Please note that FAST provides companion products to GenTax that address:

- *Internet services.* Taxpayer Access Point (TAP) provides secure web access functions that allow taxpayers to manage their own accounts. The component functions of TAP can be configured to meet the client's specific business requirements. Further, TAP's design will allow agencies to configure additional web access functions to expand the scope of TAP in the future.

- *Data Warehouse.* Our Discovery product provides data warehouse capabilities for GenTax data and for data that an agency may receive from external sources. Functions are provided to load, retrieve, analyze, and mine external data. Discovery incorporates a case management tool as well as correspondence facilities to manage "leads" that are not yet taxpayers in GenTax. Discovery also includes functions to:
    - Load Internal Revenue Service (IRS) data
    - View IRS W2 Information
    - Submit IRS Information Requests
    - View federal and state personal tax return and schedule information for a selected year and two prior years.

Since Internet services and Data Warehouse are outside the scope of the current RFP, these products are not included in our current proposal.

4.2.1.5 Other Interfaces – Portions of some legacy applications and existing sources of tax information (including other State Agencies, other States, Federal agencies and third parties) will need to be interfaced with the ITS. (see functions 1.1.1.17, 2.11, & 2.12 in the Function Matrix for more information. A detailed list of interfaces will be available at the vendor's conference and posted to the Illinois Procurement Bulletin.)

We do not place a limit on the number of input or output interfaces included in our cost. Interfaces that are reasonable and necessary to administer the in-scope taxes will be provided.

4.2.1.5.1 At the current time, IDOR is utilizing an onsite, CMS controlled data center, containing an IBM 9672-R26 mainframe, running Z/OS V1.4, DB2 V7.1, XCOM V3.1, IAM V8.0 and FTP. Our legacy applications consume considerable quantities of VSAM (IAM) and DB2 resource. To provide an electronic query and update capability to our staff and internet users, we utilize Attachmate Extra V6.2, IBM MQSeries V5.3 and MS Host Integration Server 2000 V5.0. In the very near future, we will be implementing IBM DB2 Connect V8.2.

GenTax is able to interface with legacy systems via a variety of mechanisms. Direct access is possible using ODBC drivers and TCP/IP using a middleware interface such as MS Host Integration Server or IBM DB2 Connect. Other mechanisms include flat file and XML access via FTP or FTPS. GenTax can also expose and consume Web Services. We expect to evaluate each interface as required, and choose an appropriate technical approach given the source and platform of the legacy or external data.

4.2.1.6 ITS Operational Database – All data required to support the ITS will be stored in a centralized data repository. This operational database will support all ITS applications and provide the central point of integration for all system functionality. The database will be based upon the use of ODBC compliant relational database technology and support multiple data types, including data, voice, and images. (see function 1.1.4 in the Function Matrix for more information.)

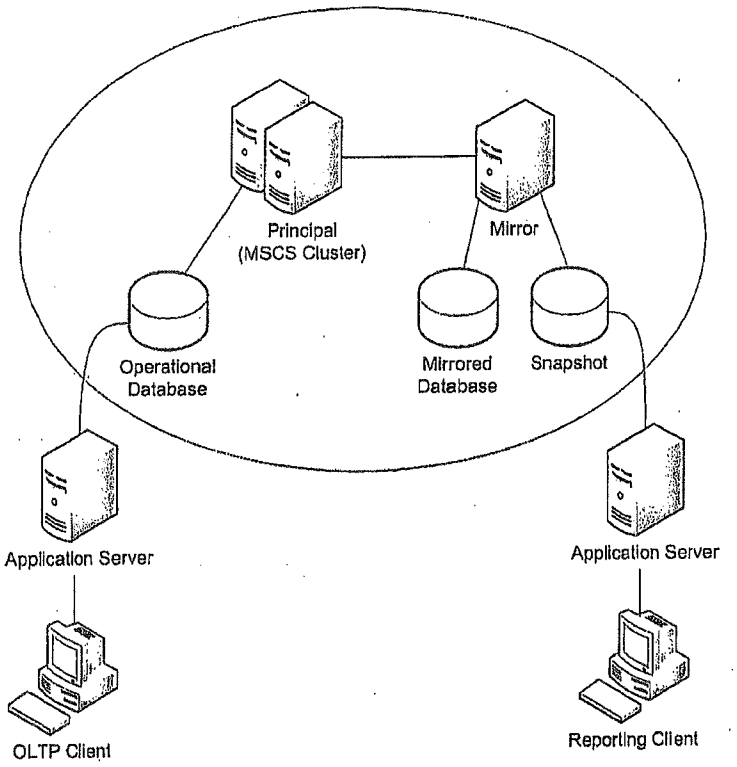
Our proposal is based on a Microsoft SQL Server 2005 operational database solution. Supported ODBC data types include:

- BINARY
- BIGINT
- CHAR
- DATE
- DECIMAL
- DOUBLE
- FLOAT
- INTEGER
- LONGVARBINARY
- LONGVARCHAR
- REAL
- SMALLINT
- TIMESTAMP
- VARBINARY
- VARCHAR

Image and voice data can be stored in ODBC LongVarBinary fields, which equates to the SQL Server IMAGE data type.

4.2.1.7 To meet the SLA requirements of the ITS, the ITS will also include a near real-time centralized data repository that will provide an image of the operational system to provide a seamless, failsafe DB replacement in the event of a catastrophic failure of the operational database. During normal operation, the Backup, Query, & Reporting (BQR) Database will support creation of operational reports and related queries without impacting the performance of the Operational Database. The BQR Database will also interface with other databases containing collected data from a variety of other internal and external sources to help analyze tax compliance, enhance IDOR legislative research and reporting efforts, and provide the data to perform sophisticated business analytics and general management reports. (see function 1.1.4 in the Function Matrix for more information)

FAST proposes that Microsoft SQL Server 2005 Database Mirroring be utilized to provide a near real-time Backup Query and Reporting Database configured as depicted in the diagram below.



The main operational database is installed on a SQL Server 2005 cluster that provides redundancy in the case of a failure of one of the nodes in the cluster. Asynchronous mirroring is enabled so the transaction log records of the Principal server are continuously sent to a copy of the database on a standby server. This database copy is not accessible for reporting purposes, but can be brought on line in a disaster recovery scenario with minimal loss of data. The reporting capability is provided by means of SQL Server 2005 Snapshots. A database snapshot provides the ability to query the standby database as of the point in time the snapshot was created. The snapshot itself consumes very little disk space since it only consists of copies of data blocks that have changed in the standby database since the snapshot was created. It is proposed that the snapshot be automatically refreshed approximately every ten minutes to provide the ability for near real-time reporting.

The reporting server can also host the GenTax Discovery databases and allow for external data matching and analytical reports. ***Since Data Warehouse is outside the scope of the current RFP, Discovery is not included in our current proposal.***

4.2.2 Business Process Reengineering - Reengineer existing processes to maximize utilization of native application functionality while minimizing the processing differences between taxes. IT improvements and business process reengineering efforts are synergistic and must be closely aligned. The result of this initiative will be an integrated, modern technology infrastructure that includes a COTS ITS that effectively utilizes the State's telecommunications and data networks. (function 1.1.1.18 in the Function Matrix for more information).

IDOR's goal of adapting its business processes to maximize the use of native COTS functionality aligns with FAST's approach to business process reengineering. GenTax is an integrated tax system that will bring standardization and consistency to the way in which IDOR's multiple taxes are administered. Please refer to our response to RFP Section 4.3.5 Business Process Reengineering (BPR) and Change Management.

4.2.3 Implementation - Install, configure and customize if necessary, the COTS ITS to conform to the business rules and requirements of IDOR, as well as any procedural idiosyncrasies identified during the BPR review described in section 4.2.2. (see function 1.1.2 in Function Matrix for more information)

The implementation of GenTax represents the major thrust of this ITS initiative. It is here that the GenTax base product is brought to life. The methodology for harmonizing GenTax with the business rules and requirements of IDOR is described in detail in our response to RFP Section 4.3.6.2 and 4.4.

It is important to note that our GenTax implementation methodology is efficient, logical, highly iterative, and proven. Despite the wide variety of client needs and processes encountered in our previous implementations, this methodology has always delivered on time, within budget, and met or exceeded client expectations.

4.2.4 Data Conversion - With IDOR support, convert/import selected data from legacy applications to minimize the need to refer to legacy applications once a given tax is converted to the COTS ITS. To date, an in-house conversion team has been assembled and charged with the responsibility of investigating and accumulating data from all systems affected by each implementation phase of the ITS. The internal conversion team is comprised of a team leader, information systems personnel (6), and users from service and processing areas (12).

This internal team will complete the tasks of data identification, investigation and purification prior to the COTS selection to expedite the conversion effort.(function 1.1.1.1.19 in Function Matrix for more information)

We anticipate a cooperative approach to legacy data conversion. Paramount to success in this critical implementation step is a clear understanding and acknowledgement of roles, responsibilities, and expected outcomes for both FAST and IDOR.

Section 4.16 of our response describes in detail our suggested approach to data conversion, and includes roles and responsibilities, strategies for dealing with anomalies, examples of our experience with other revenue and tax data conversion efforts.

4.2.5 Training - Train IDOR Business Analysts to support the ITS, and train trainers that will be responsible for end user training. (see function 1.1.1.21 in Function Matrix for more information)

FAST proposes to provide GenTax orientation, training, and knowledge transfer to IDOR Business Analysts and to trainers responsible for end user training.

The curriculum described on Page 4.69 of our response is typically offered to our GenTax clients. IDOR's particular business requirements will dictate the selection of courses that best meet agency needs. We will work with agency representatives to customize FAST's standard curriculum to the particular business activities and tax administration procedures performed at the agency.

Students

We identify three distinct categories of students that will require training:

- *Technical.* Information systems staff, who will ultimately be responsible for ongoing support, maintenance, and enhancement of the agency's implementation of GenTax.
- *Administrative.* System operations staff, who will perform system operations tasks and monitor GenTax operations on a day-to-day basis.
- *End User.* IDOR business professionals and managers who will use GenTax to administer the State's tax and revenue programs.

Training Hours

We recommend the following number of training hours for the three categories of IDOR staff:

Category of Student	Minimum Classroom Hours
Technical	40
Administrative	10
End User	30

The above table does not include the on-the-job training that technical, administrative, and end user staff will receive through project participation. On-the-job training is critical to our training approach and to the ongoing ability of IDOR to operate, maintain, and enhance their use of GenTax.

4.2.6 Documentation - Completely document the ITS as installed, configured and customized for IDOR including business rule documentation, technical support documentation, operational documentation, and end user documentation.

FAST has developed extensive documentation that collectively will provide IDOR with the information it needs to maintain and use GenTax. FAST will localize the relevant technical documentation to reflect the particular procedures and the configuration that IDOR will employ. FAST will work with IDOR staff to develop documentation needed to describe all site-specific materials provided to IDOR.

Documentation related to the ongoing maintenance and operation of GenTax will be provided for IT staff following implementation. It may include guides and reference material such as:

- FAST Data Array
- FAST Naming Standards
- Flow Manager Guide
- GenTax Architecture
- GenTax Client Install
- GenTax Configuration and Change Management
- GenTax Developer's Guide
- GenTax Setup for Application Servers
- GenTax Tools
- GenTax Security
- How to Configure Documents

Reference material provided to assist system administrators may include:

- GenTax Batch Job Guide
- GenTax Batch Print Guide
- GenTax Operations Manual

User reference materials include:

- Context-sensitive online help that describes GenTax windows, fields, and action and navigation buttons
- Online task-oriented help that describes how to accomplish specific end user tasks with GenTax
- Detailed guides for selected GenTax procedures
- Quick reference materials

We recommend that IDOR assign a minimum of two qualified end users or IT analysts to the role of Documentation Administrator. We will train these individuals to maintain the project documentation. This role extends beyond the life of the project.

4.2.7 Project Management - Develop a strong, productive working relationship between the Vendor and IDOR/CMS.

A successful systems implementation requires a strong partnership between IDOR and the vendor. Our approach depends on active participation by senior management of IDOR in guiding the business decisions and ensuring that all objectives are met. It is also important that IDOR business experts and knowledgeable users are available to answer questions, provide input to our implementation team, and assist with testing and training. IT staff must roll up their sleeves and apply themselves to learning and helping, and end users need to be prepared to attend training sessions and embrace the new system. We are committed to developing and maintaining a strong working relationship with IDOR staff and to ensuring a successful implementation of the GenTax solution.

4.2.7.1 The vendor may enter into subcontracts with other entities, if necessary, to provide the full range of service and product deliverables necessary for meeting the goals as detailed within the scope of the RFP.

Microsoft, a major information technology company, will join FAST to ensure IDOR is provided a robust, secure, and scalable solution that leverages the latest Microsoft technology.

Additionally, we are reviewing the list of BEP Certified Vendors to determine the subcontracting firms with which we might partner to meet the 19% BEP goal stated in the RFP.

4.2.7.2 DOR must enjoy a strong relationship with a vendor that is a qualified COTS ITS provider if IDOR is to achieve the goals and objectives for the ITS. The relationship that IDOR structures with its COTS ITS provider and the services that it procures must fulfill IDOR's IT, revenue enhancement, and cost control objectives as set out in the ITS Business Plan. These objectives also include the business process reengineering that is needed in order to transform the current environment over time into the environment best suited to achieve IDOR's revenue enhancement and cost reduction goals. Each element of the Vendor's response and proposal will be viewed with these considerations in mind, and IDOR alone is responsible for the final determination of the qualifications of each bidder.

Based on our track record of 14 successful GenTax implementations, we believe that we are considered a qualified COTS ITS provider. During our installations, we are often required to be cognizant of objectives similar to those you have identified.

We have assigned two FAST partners, one of whom is our Managing Partner, to key roles in the project team. They will be on-site and fully engaged in the project for the first two phases of implementation. We are committed to working in partnership with IDOR to achieve both the software implementation and the ITS Business Plan objectives.

We are aware that IDOR is considering a separate RFP for assistance in completing the on-going Business Process Reengineering project. As we do in each engagement, we will bring with us the full benefit of the best practices observed or devised in all our previous implementations. Additionally, we will work with IDOR to reengineer existing processes to maximize the benefit derived from the GenTax product. This will be accomplished during each rollout phase of the implementation. Throughout the length of the project, we will be especially attuned to IDOR's desire to standardize processes, when possible, across all taxes.

4.2.8 It is also the goal of this procurement that the selected vendor will achieve a minimum percentage of the total contract of __% for participation by businesses owned and controlled by minorities or females or by businesses owned and controlled by disabled persons (as defined in Attachment E).

Although we are aware that the Utilization Plan is not due until the deadline for submission of the Price Proposal, we have been reviewing the BEP Certified Vendor List to identify potential subcontractors. We fully intend to propose a Utilization Plan that will meet the goal stated in the RFP.

4.3 Products, Functionality, and Services Required

4.3.1 Software Solution - Requirements regarding the COTS product functionality and SLAs are described in and are to be responded to in the Microsoft Excel file named:

"IDOR ITS RFP Function Matrix.XLS"

that was provided with the RFP. Instructions for responding to each requirement are provided in the spreadsheet. Your response must be made in the spreadsheet and a copy of the spreadsheet on a 3.5" diskette or a CD must be included with your response to the RFP. Replies received in any other format will not be considered.

As directed above and in the spreadsheet itself, we have responded to the **IDOR ITS RFP FUNCTION MATRIX.XLS** spreadsheet and included it in the CD included with our response.

Also, we provide on the following pages an explanation for each of the items to which we have responded **3) WILL NOT BE INCLUDED.**

4.3.1.1 The vendor must supply information on how maintenance and patches will be applied or backed out if problems arise.

4.3.1.2 Vendor must explain how the information on applying maintenance and patches will be communicated and who the State is to contact about support of the changes.

4.3.1.3 The Vendor must explain the warranty of all maintenance and patches.

By subscribing to annual maintenance, FAST will provide IDOR with GenTax Service Packs as well as with on-site support services to apply the Service Packs.

FAST issues GenTax Service Packs on a quarterly basis. In addition, hot fixes are provided when an agency can not wait until the next service pack for a defect to be resolved. Hot fixes are then incorporated into the next Service Pack for the benefit of other agencies who did not require a hot fix but still need the improvements.

Service Packs are delivered with documentation detailing the nature of changes, modules and data structures impacted, testing considerations, and other helpful information. Service Packs are loaded into a development environment for initial unit testing by IDOR staff. Service Packs are then migrated to a test environment for user acceptance testing. Finally, the Service Pack can then be applied to the production environment. Service Packs can be backed out by restoring the original program components and database structures. However, this is quite rare as issues are almost always identified in the Service Pack testing steps and resolved before the Service Pack is applied to the production environment. Nonetheless, problems do occur and the on-site FAST support staff will assist with either backing out the Service Pack or quickly resolving any issues so that the agency can move forward.

The on-site FAST support personnel will work with agency IT staff to ensure that Service Packs are applied correctly and timely. Any communication necessary with the FAST development center can be channeled through the FAST on-site support staff. Any lingering issues can be escalated to the FAST Account Executive for attention.

As long as an agency subscribes to Annual License, FAST will warranty all GenTax code, including Service Packs and hot fixes.

Please note that, during the implementation project and afterward, selected FAST resources will need direct access to GenTax databases and software in order to provide support. In particular, they will need authority to access the test and production databases to browse and update the information and to create, drop, and modify tables, columns, and indices.

4.3.2 Reporting Capabilities - Each bidder is asked to submit a list of all of the standard reports available in their COTS ITS; report creation and printing options, including but not limited to scheduling, filtering, sorting and grouping; and samples of each report. This list of reports and printing options must be provided in a Microsoft Word file named:

"IDOR ITS RFP Standard Reports.DOC"

on a 3.5" diskette or a CD included with your response to the RFP. Replies received in any other format will not be considered. Sample reports may be provided in hard copy or in .doc or .pdf formats on the same media with the report and option list described above.

As directed above, we have placed the **DOR ITS RFP STANDARD REPORTS.DOC** document on the CD included with our response. The report samples are provided in electronic form only, in directory **REPORT SAMPLES**, also on the CD.

4.3.3 Interface Design. Describe in technical detail how the temporary and permanent interfaces between the ITS and our legacy applications will be handled in IDOR's ITS implementation. Specify the additional software and/or hardware tools you will need and describe the techniques and methods to be developed

Temporary interfaces between GenTax and legacy applications are generally handled by consuming or producing flat-file or XML extracts via FTP or network file system. More permanent interfaces may be implemented in the same fashion, or through direct database query and update using ODBC and Microsoft Host Integration Server or IBM DB2 Connect. For a more flexible approach to persistent interfaces, it is recommended that a Service Oriented Architecture be employed using Web Services which GenTax can easily expose and consume. Web Service access to legacy functions can be provided using Microsoft Host Integration Server, however an upgrade may be required to the current version (Host Integration Server 2004).

4.3.4 System Architecture Design and Configuration - Each bidder is required to provide a detailed design and inventory of the infrastructure required to meet the requirements and SLAs detailed in section 4.2.1.2 of the RFP, from desktop PC's through the Database and it's host. This inventory must match the inventory provided with the pricing information requested in section 5.3.1. The vendor need not design beyond the network interfaces. Alternate power considerations and disaster recovery specifications are the responsibility of CMS. The vendor should provide an explanation of deviations from the State Standards referenced in sections 2.24 and 4.2.1.3.

The diagram on the following page depicts the deployment architecture for GenTax.

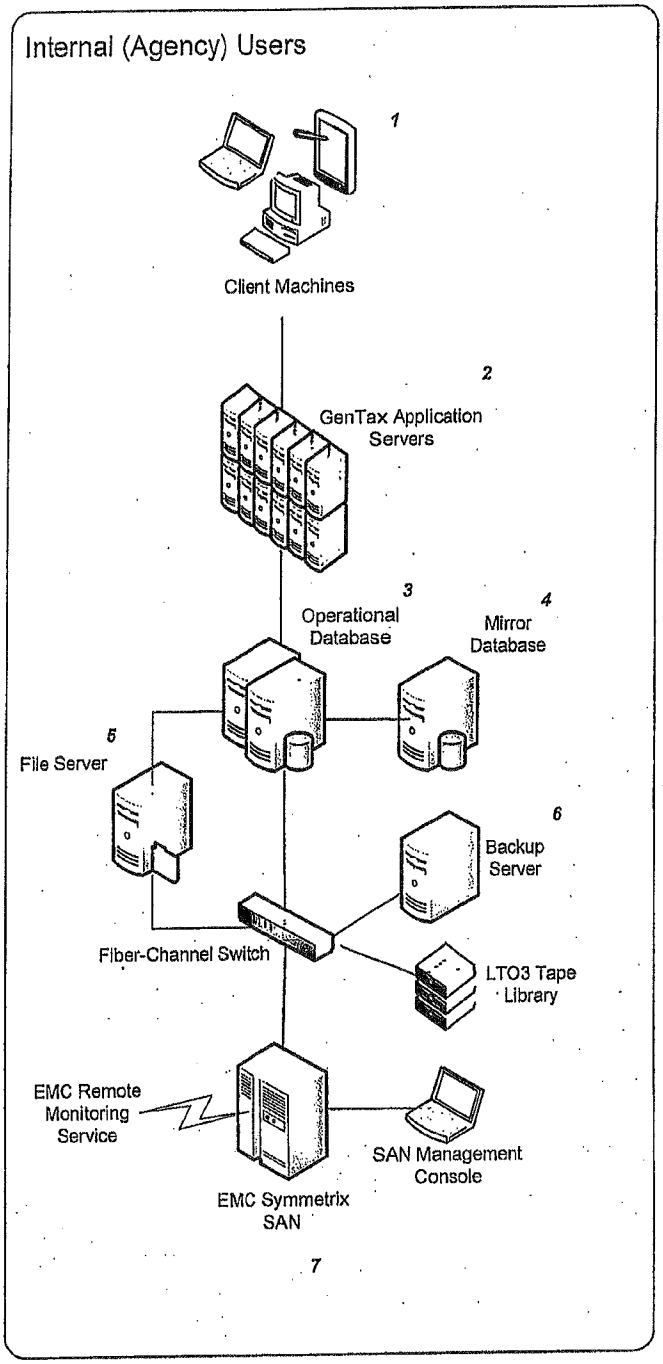
The diagram is followed by a detailed inventory of hardware and software required for the GenTax platform.

Assumption:

- Printing will be accomplished using IDOR's existing high volume and other network printers using Windows PCL or postscript drivers.

Note:

- Field offices with more than ten (10) GenTax users will require a file server with at least 2GB of free space for GenTax distribution. If existing file servers are not available then the acquisition of additional file servers will be required.



1. *Windows 2000 or Windows XP*

2. *Microsoft Windows Server 2003 R2*
   GenTax Business Objects
   GenTax Load Balancing Service
   (12) HP ProLiant BL35p Blade Servers

3. *GenTax Operational Database*
   SQL Server 2005 Enterprise x64
   Microsoft Server 2003 R2 Enterprise x64
   Microsoft Cluster Services (Active/Active)
   (2) HP ProLiant DL585, Quad Opteron

4. *GenTax Reporting & Standby Database*
   SQL Server 2005 Enterprise x64
   Microsoft Windows 2003 R2 Enterprise x64
   (1) HP ProLiant DL585, Quad Opteron

5. *Microsoft Windows 2003 R2 Standard*
   (1) HP ProLiant BL35p Blade Server

6. *Legato Networker backup server*
   Microsoft Windows 2003 R2 Standard
   HP ProLiant BL35p Blade Server
   SAN attached

7. *EMC Symmetrix DMX2000 SAN*
   30TB RAW, ~15TB formatted

GenTax Deployment Architecture (Production)

Purpose of Hardware	Configuration Elements (CPU Speed, Disk Space, Memory, etc.)	Manufacturer & Model	Qty	Assumptions/Notes (In addition, we have indicated the number of users/accounts this platform will support)
Database Server (Production)	HP ProLiant DL585 Quad AMD 885 Opteron™ 2.6GHz Dual Core Processors 32GB REG PC3200 8/(2X2048) 2 HP 146.8GB Pluggable Ultra320 SCSI 15,000 rpm hard drives SAN attached Dual fibre channel HBA	HP ProLiant DL585 rack server	3	MS Windows 2003 Server R2 Enterprise x64 Active/Active cluster + Mirror MS SQL Server 2005 Enterprise x64 CALs for all users Each DL585 node configured with 2 Drives, RAID 1 Quest Spotlight on SQL Server Quest Lightspeed for SQL Server (Server will support up to 10,000 concurrent users)
Database Server (Staging/ Conversion)	HP ProLiant DL585 Quad AMD 885 Opteron™ 2.6GHz Dual Core Processors 32GB REG PC3200 8/(2X2048) 2 HP 146.8GB Pluggable Ultra320 SCSI 15,000 rpm hard drives SAN attached Dual fibre channel HBA	HP ProLiant DL585 rack server	2	MS Windows 2003 Server R2 Enterprise Active/Active cluster MS SQL Server 2005 Enterprise CALs for all users Each DL585 node configured with 2 Drives, RAID 1 Quest Spotlight on SQL Server Quest Lightspeed for SQL Server

Purpose of Hardware	Configuration Elements (CPU Speed, Disk Space, Memory, etc.)	Manufacturer & Model	Qty	Assumptions/Notes (In addition, we have indicated the number of users/accounts this platform will support)
Database Server (Development/ Test/Training)	HP ProLiant DL585 Quad AMD 885 Opteron™ 2.6GHz Dual Core Processors 32GB REG PC3200 8/(2X2048) 2 HP 146.8GB Pluggable Ultra320 SCSI 15,000 rpm hard drives SAN attached Dual fibre channel HBA	HP ProLiant DL585 rack server	2	MS Windows 2003 Server R2 Enterprise x64 Active/Active cluster MS SQL Server 2005 Enterprise MS SQL CALs for all users (incl. software assurance) Each DL585 node configured with 2 Drives, RAID 1 Quest Spotlight on SQL Server Quest Lightspeed for SQL Server
EMC SAN storage (Primary data storage)	EMC Symmetrix SAN DMX2000 146GB, 15,000rpm Fibre Channel Drives	EMC Symmetrix SAN DMX2000	1	30 TB of RAW disk storage space (configured with RAID 1/0 and RAID 5) EMC Control Center- Management Software EMC Timefinder - BCV/Snapshotting Software
EMC SAN storage (Imaging storage)	EMC Symmetrix SAN DMX1000 500GB, 7200rpm Fibre Channel Drives	EMC Symmetrix SAN DMX1000	1	50 TB of RAW disk storage space (configured with RAID 5)
EMC SAN – switch	Dual EMC Connectrix 24-Port Fabric Switches	EMC Connectrix 24-Port Fabric Switches	2	
Backup Library	Overland Storage Neo 4200 w/ (4) LTO-3 drives	Overland Storage Neo 4200	1	Fibre Adapter

Purpose of Hardware	Configuration Elements (CPU Speed, Disk Space, Memory, etc.)	Manufacturer & Model	Qty	Assumptions/Notes (In addition, we have indicated the number of users/accounts this platform will support)
Blade Enclosure	p-Class server blade enclosure w/ enhanced backplane components	HP P-Class enclosure	2	Enclosure + HP BladeSystem Management Suite
Backup Server	HP ProLiant BL35p Server 2 Dual Core AMD Opteron™ 280 2.4GHz Processors 4GB PC3200 DDR SDRAM 400MHz 60GB ATA 5400rpm drive (2.5 inches wide, 1 inch tall) HP Emulex based BL20p dual port fibre channel HBA	HP ProLiant BL35p Server	1	Windows 2003 Server R2 Standard EMC Legato Networker for backup software
Application Server (Production)	HP ProLiant BL35p Server 2 Dual Core AMD Opteron™ 280 2.4GHz Processors 4GB PC3200 DDR SDRAM 400MHz 60GB ATA 5400rpm drive (2.5 inches wide, 1 inch tall)	HP ProLiant BL35p Server	12	Windows 2003 Server R2 Standard GenTax Load Balancing services (Servers will optimally support up to 10,000 concurrent users.)
Application Server (Staging)	HP ProLiant BL35p Server 2 Dual Core AMD Opteron™ 280 2.4GHz Processors 4GB PC3200 DDR SDRAM 400MHz 60GB ATA 5400rpm drive (2.5 inches wide, 1 inch tall)	HP ProLiant BL35p Server	8	Windows 2003 Server R2 Standard

Purpose of Hardware	Configuration Elements (CPU Speed, Disk Space, Memory, etc.)	Manufacturer & Model	Qty	Assumptions/Notes (In addition, we have indicated the number of users/accounts this platform will support)
Application Server (Conversion)	HP ProLiant BL35p Server 2 Dual Core AMD Opteron™ 280 2.4GHz Processors 4GB PC3200 DDR SDRAM 400MHz 60GB ATA 5400rpm drive (2.5 inches wide, 1 inch tall)	HP ProLiant BL35p Server	8	Windows 2003 Server R2 Standard
Application Server (Training)	HP ProLiant BL35p Server 2 Dual Core AMD Opteron™ 280 2.4GHz Processors 4GB PC3200 DDR SDRAM 400MHz 60GB ATA 5400rpm drive (2.5 inches wide, 1 inch tall)	HP ProLiant BL35p Server	3	Windows 2003 Server R2 Standard
Application Server (Test)	HP ProLiant BL35p Server 2 Dual Core AMD Opteron™ 280 2.4GHz Processors 4GB PC3200 DDR SDRAM 400MHz 60GB ATA 5400rpm drive (2.5 inches wide, 1 inch tall)	HP ProLiant BL35p Server	4	Windows 2003 Server R2 Standard
Application Server (FCR)	HP ProLiant BL35p Server 2 Dual Core AMD Opteron™ 280 2.4GHz Processors 4GB PC3200 DDR SDRAM 400MHz 60GB ATA 5400rpm drive (2.5 inches wide, 1 inch tall)	HP ProLiant BL35p Server	1	Windows 2003 Server R2 Standard FAST Code Repository

Purpose of Hardware	Configuration Elements (CPU Speed, Disk Space, Memory, etc.)	Manufacturer & Model	Qty	Assumptions/Notes (In addition, we have indicated the number of users/accounts this platform will support)
Developer Workstation	Intel Pentium IV 2.8GHz 1 GB RAM 100GB, 7200RPM Hard Drive 19-inch color monitor		* TBD	**Minimum Configuration:** Intel Pentium IV 1.6 GHz 512 MB RAM 2 GB available hard drive space 100 MBit NIC * Quantity: Required for each member of the project team.
End User Workstation (Desktop or Laptop)	Intel Pentium IV 2.8GHz 512 RAM 60GB, 7200RPM Hard Drive 1024x768 Color Monitor		* 3000	**Minimum Configuration:** Intel Pentium IV, 1.6GHz 256 MB RAM 200 MB available hard drive space 1024x768 Color Monitor 100 MBit NIC * Quantity: Required for each end user.
Training Laptop	Intel® Core™ Solo processor U1400 (1.20-GHz 533-MHz FSB, 2-MB L2 cache) 1 GB, DDR2 SDRAM 60GB hard drive Integrated Intel® Pro Wireless 3945ABG	HP Compaq nc2400 Notebook PC	* TBD	MS Office MS SQL server desktop engine * Quantity or need is determined by training approach, which will be developed during the Training phase of the GenTax Implementation Methodology.

Additional Software:

Purpose of Software	Package / Vendor	Qty	Assumptions/Notes (In addition, we have indicated the number of users/accounts this platform will support)
Development	Microsoft Visual Studio 2005 Professional / Microsoft Corporation	100 (est.)	The actual number of licenses required depends on the number of developers on the project.
Development	Xceed Ultimate Suite / Xceed Software, Inc.	1 (site license)	
Address validation	USPS Zip+4 Subscription / US Postal Service	1	Annual subscription
Address validation	USPS City State Subscription / US Postal Service	1	Annual subscription
Address validation	USPS Zip Move Subscription / US Postal Service	1	Annual subscription
Mapping	Microsoft MapPoint 2006 / Microsoft Corporation	300 (est.)	The actual number of licenses required depends on the total number of field collectors.
Conversion	UltraEdit-32 / IDM Computer Solutions, Inc.	5	
Documentation	Macromedia Robohelp X5 / Adobe Systems, Inc.	3	
Documentation	Macromedia Captivate / Adobe Systems, Inc.	1	

4.3.4.1 Vendor must state the maximum number of concurrent users the system will support.

Under the configuration recommended in our response to RFP Section 4.3.4, GenTax will support a maximum of 10,000 concurrent internal users.

4.3.4.2 Vendor must state that, at a minimum, the system will support 3,000 internal and 25,000 external concurrent users.

Under the configuration recommended in our response to RFP Section 4.3.4, GenTax at a minimum will support 3,000 internal concurrent users.

Under our proposal, "external users" will not be supported. RFP Section 4.2.1.4 lists "Internet services" as being one of a number of "separate projects (that are) underway or planned to make major improvements to IDOR's capability for receiving and sending tax information". Such services, and specifically taxpayer self-service functions, are provided by our Taxpayer Access Point (TAP) product, which does not form part of our proposal because of the RFP statement quoted above.

4.3.4.3 Vendor must state the maximum number of total users the system will support.

The total number of users that GenTax will support is not limited by either design or licensing. User accounts are stored in the RDBMS; the MS SQL Server that we are proposing for the RDBMS does not have a fixed limit for the number of records that a table may contain, so there is no technical limit on how many user accounts can be created.

4.3.6.2 Each bidder shall describe the approach it employs for the following specific project management topics:

- Communication Plan

Communication Plan

Effective communication is important to the successful delivery and completion of the COTS ITS project. Throughout implementation, clear communications will help to ensure that IDOR has the information required to make educated decisions on its use of GenTax. It will also help the user community not only adopt but also welcome their new system.

The goal of the Communication Plan is to set a direction that our experience has found to be effective for other organizations. The Communication Plan does not attempt to lay down the exact methods of communication that will be used throughout the ITS project. We expect those details to be adapted over time as the project unfolds.

Executive Support

The ITS project is vital to the future of the Illinois Department of Revenue. This message should be conveyed frequently and unequivocally from the onset of the project throughout implementation.

The project team will face many challenges—deadlines to meet, existing assumptions to validate, new ways of doing business, and drops in productivity while users are learning to use the new system. But alongside every challenge is the unwavering support and confidence of the executives within IDOR.

Messages such as these engender the "can do" attitudes that will deliver ITS successfully and encourage IDOR to embrace the new technology.

The Project Champion

The Project Champion is an IDOR executive or senior manager whose role is to promote the project among:

- IDOR staff
- IDOR private and public business partners
- Other stakeholders.

The Project Champion is the "cheerleader captain" for the project. The Champion reminds the members of the project team of the value of their contribution to the project. The Champion also reminds all IDOR staff and external stakeholders of the value of the project to the organization and the citizens of Illinois. The Project Champion is also the Project Communications Coordinator. Throughout implementation, IDOR staff should be reminded of the project's existence and apprised of its progress. From time to time, staff and other stakeholders will also be asked to contribute by making informed decisions regarding the best use of GenTax. The Project Communications Coordinator helps to establish, facilitate, and enhance effective communication channels between each of these parties.

Effective communication needs to occur at the following three levels:

- Within the ITS Project Team
- Within IDOR
- External to the Agency

Communication within the ITS Project Team

For effective communication to occur within the ITS Project Team it is important to encourage all levels of the team to proactively and openly communicate.

Members:

- ITS project management
- IDOR business analysts
- IDOR developers
- Product vendor (FAST)
- Other IDOR and external parties involved with implementation.

An effective technique for establishing open communication within the project team is to bring the team members together for a Kick-Off Workshop during the initial Preparation phase of work. Subject to IDOR approval, we will conduct such a workshop for this project.

The workshop is typically held off-site in order to minimize distractions and keep everyone focused on the content of the workshop and each other. The primary objectives of the workshop are to build cohesiveness within the team and to increase the team's understanding of the project. Topics that can be covered include:

- Overview of methodology that the project will use
- Who's who on the project; roles and responsibilities
- Agency goals and objectives for the project
- Potential challenges the project will face, and how to meet those challenges
- Agency organization and culture, impact of changes to business processes

Communication within IDOR

Effective communication within IDOR reminds those not directly involved with ITS that the project is in progress and moving forward with purpose. It keeps them apprised of progress and can also be useful in preventing the spread of rumors and other misinformation that can be distracting to the project team.

Communication External to IDOR

The Project Communication Coordinator should promote and provide oversight for communication with the external stakeholders.

- System Training (Information Technology Bureau Training for on site operations, maintenance, configuration, and customization)

Technical Training

FAST proposes to use a combination of classroom training and mentoring/tutoring to prepare technical staff participating in the Project. This is our standard approach for knowledge transfer, one with which we have had much success.

We anticipate teaming with IDOR staff assigned to the Project. Knowledge transfer will begin immediately, as IDOR staff members join our staff to work side-by-side on the Project team. IDOR staff will be heavily involved in GenTax configuration, testing, data conversion, training, and actual production rollout. Technical staff members will apprentice with Project team members to observe, model, work collaboratively and, finally, perform independently the tasks needed. Throughout the duration of the Project, FAST staff will mentor IDOR staff so they become fully proficient in all aspects of their GenTax-related duties.

Technical staff classroom training will include:

- GenTax Developer
- GenTax System Manager
- GenTax Security Manager
- GenTax Job Stream Processing
- GenTax Batch Processing
- GenTax Architecture
- GenTax Letter Configuration
- GenTax Report Configuration
- GenTax Flow Manager

Technical staff will learn how to monitor GenTax operations and take corrective action as required. They will also learn how to modify the configuration of GenTax's functional areas to meet future business needs of IDOR.

Prerequisites:

- Skilled in Visual Basic .NET programming
- Skilled in SQL programming
- A basic understanding of Microsoft SQL Server, including SQL DDL and DML
- Participation in the GenTax overview sessions (in the Preparation phase of the Project) so they understand how IDOR will use GenTax to process taxes

Administrator Training

FAST proposes to use a combination of classroom training and on-the-job mentoring/tutoring to prepare the administrative staff that will operate GenTax on a day-to-day basis. We have found this to be an effective way of transferring knowledge.

FAST team members will take the lead in production support, with IDOR staff assisting as understudies. Our proven production support approach is that your administrative staff will "learn by doing", using a "crawl, walk, run" approach so they become proficient to assume their GenTax production support roles.

Administrative staff classroom training will include:

- GenTax System Manager
- GenTax Security Manager
- GenTax Job Stream Processing
- GenTax Batch Processing

Administrative staff will learn how to receive data from external sources and load them into GenTax, handle various forms of output, execute regularly scheduled production jobs, and gather diagnostic information for operational exceptions.

Prerequisites:

- Basic Microsoft Windows, Microsoft Office and e-mail skills
- Understanding of system security, batch job streams and batch printing operations
- Judgment about when to escalate batch job problems

4.3.6.4 Vendor must explain how their change management process works

Scope control is an important concern on an implementation project. FAST views each potential scope "issue" as a form of opportunity – a decision request – that enables us to promote the development of alternatives and resolutions in partnership with our client, rather than acting merely as a trigger to document issues and problems.

The details of the decision request procedure will be determined by the Project Champion and Project Directors during the Preparation phase of the GenTax implementation with input and involvement of senior IDOR management. It's important to note that the Decision Request mechanism exists in a climate in which the Project Sponsor, Project Champion, and the Project Steering Committee members have made known their strong desire to deliver.

Decision request procedures must enable effective decision-making that will benefit both the project team and IDOR. The project team requires that these types of decisions be made in a timely manner if project timeframes are to be maintained. Therefore, decision request procedures will also create a decision-making hierarchy to ensure even the most difficult decisions can be made promptly.

Hand-in-hand with the Decision Request mechanism goes the notion of a "pull list" – a list of enhancements, extensions, improvements, and changes that will not be done immediately. Rather, they will be estimated, prioritized, and "pulled" for action as time and budget permit in the later stages of the project.

4.3.7 Risk Management - Each bidder shall describe how it manages identification and tracking of risks, their detailed risk mitigation strategies, issue tracking, change management, and weekly project status reports to IDOR.

We believe that risk can be significantly reduced through:

- Executive sponsorship
- Communicating early and often
- Using a proven methodology
- Promoting flexibility

As part of the risk mitigation strategy, we propose establishing a highly involved and visible senior management support structure comprised of:

- Steering Committee
- Project Sponsor
- Project Champion

Implementing a new system always leads to disruption in the work process and work environment. This is certainly true for the technology changes that IDOR is about to make. Many procedures will change, some will disappear, and new ones will be established. The learning curve is significant. There will be potential for fear, uncertainty, and doubt (the "FUD" factor).

It is critical to the success of the implementation that all levels of IDOR's management make known their strong desire to deliver. A clear and frequent message must be communicated throughout the agency that the initiative is critical to the future of the organization. At milestone events, agency executives should deliver supportive presentations to the user and information technology communities.

When it is delivered, the message must include an acknowledgement of the magnitude of the changes that are taking place. Staff must be aware that it is "OK" that productivity temporarily drops and not to worry – management understands and accepts that fact as a part of the implementation process.

The project will follow a proven methodology that is tailored to COTS installations in general and GenTax in particular. FAST has used this methodology to implement over 130 different tax, license, and other account types in twelve jurisdictions in North America. It is complete, concise, and pragmatic. It misses nothing.

Requirements change; design changes; work plans change. The methodology uses the power of GenTax itself to support an iterative approach to requirements and design. There is no need to cast requirements in concrete, sign in blood, and then wait until user testing to see what you get. The results are visible on a day-to-day basis. Expert users are on the system daily, using the interim work products and evaluating them in relation to their profound knowledge of IDOR's business rules and processes. Expert users communicate with each other and the developers continuously.

Nevertheless, not all risk can be "cut off at the pass." We use a standard style of risk tracking matrix to identify potential risks, list risk mitigation steps, assign responsibility, and monitor status. This style of matrix can be especially useful for communicating the known risks to IDOR management and to external stakeholders on a regular basis.

4.3.7.1 Vendor must explain the process to request, approve, and cancel change requests

The details of a decision request procedure will be determined by the Project Champion and Project Directors during the Preparation phase of the GenTax implementation with input and involvement of senior IDOR management. The procedure will clarify who may initiate or withdraw a request, and approval levels. It's important to note that the decision request mechanism exists in a climate in which the Project Sponsor, Project Champion, and the Project Steering Committee members have made known their strong desire to deliver.

Decision request procedures must enable effective decision-making that will benefit both the project team and IDOR. The project team requires that these types of

decisions be made in a timely manner if project timelines are to be maintained. Therefore, a decision request procedure will also create a decision-making hierarchy to ensure even the most difficult decisions can be made promptly.

4.3.7.2 Vendor must explain how they will manage changes that the State has procured in respect to source code management and how the changes will be incorporated into further versions of the software that the State may or may not acquire.

Changes IDOR requires as part of the COTS ITS installation that are not part of the GenTax base product will be implemented as site-specific components. Site specific coding is owned and maintained by IDOR.

New versions of GenTax are released every 12 to 18 months. FAST builds enhancements to GenTax based on:

- Requests by FAST's current customers attending the Revenue Agency Customer Conference (RACC), FAST's annual user group meeting
- Needs to accommodate technological changes
- Requests by FAST's current customers in the form of Solution Request
- Requests by potential customers
- Other needs, opportunities, and market trends identified by FAST

Site specific coding from any single FAST client site is not automatically included in future upgrades of the GenTax software. The evaluation of features to be included in new versions of GenTax is made independent of the needs of any single site.

4.4.2 Applications for Retirement (by Phase)

4.4.2.1 Phase 2: The Business Income Tax (BIT) and Integrated Collection System (ICS) will be converted to the ITS in Phase 2. In addition, registration data for all taxes currently maintained in IDOR's Integrated Registration Information System (IRIS) will be converted to the ITS. To support the tax applications that rely on IRIS that have not been converted to the ITS, an interface will be created from the ITS to IRIS to avoid the need to build individual interfaces to each of those tax applications. IDOR will be responsible for creating the necessary interfaces to the ITS to support the Collections, Audit, and Registration functions for all taxes not included in Phase 2.

Under our proposal, the functions of the Business Income Tax (BIT) and Withholding Income Tax (WIT) systems and the Registration and Collections functions for Business Income Tax and Withholding Income Tax will be migrated to GenTax in Project Phase 2. It will be possible to retire the legacy BIT and WIT systems after November 2, 2007.

4.4.2.2 Phase 3: Individual Income Tax (IIT) and Withholding Income Tax (WIT).

Under our proposal, the functions of the Individual Income Tax (IIT) system and the Registration and Collections functions for Individual Income Tax will be migrated to GenTax in Project Phase 3. It will be possible to retire the legacy IIT system after October 31, 2008.

4.4.2.3 Phase 4: Sales Tax

Under our proposal, the functions of the Sales Tax systems and the Registration and Collections functions for Sales Taxes will be migrated to GenTax in Project Phase 4. It will be possible to retire the legacy Sales Tax systems after September 25, 2009.

4.4.2.4 Phase 5: Excise Tax (ETS & MTN)

Under our proposal, the functions of the Excise Tax systems and the Registration and Collections functions for Excise Taxes will be migrated to GenTax in Project Phase 5. It will be possible to retire the legacy Excise Tax systems after August 27, 2010.

Phase 6 All Other In-scope Taxes

Under our proposal, the functions of the legacy systems used to administer all other in-scope taxes and the Registration and Collections functions for those taxes will be migrated to GenTax in out proposed Project Phase 6. It will be possible to retire those legacy systems after June 30, 2011.

Note:
"Other in-scope taxes include those of the forty in-scope taxes mentioned in RFP Section 4.1 that are not explicitly listed in RFP Sections 4.4.1.1 through 4.1.1.5 and not included in the generic "all vehicle taxes" in RFP Section 4.4.1.4

Warranty Period

We propose to provide a one-year warranty period, from July 1, 2011 to June 30, 2012. During the six phases of the implementation project and through the one-year warranty period, we will ensure that all Service Packs and Version Upgrades are applied to IDOR's GenTax installation. That way, when the warranty period expires on June 30, 2012, IDOR will be running the most current Version of GenTax with all Service Packs up to date. At that time, IDOR will be able to subscribe to the GenTax Annual License which, for a fee, will provide IDOR with:

a. Access to service packs
b. Access to new versions of GenTax
c. Access to new and revised documentation
d. Phone support
e. Defect repair - We will fix GenTax bugs at no cost to the State.

The Annual License also includes a limited amount of FAST on-site support services. These on-site support services are intended to supplement, not supplant, an agency's internal IT staff. Activities in which the FAST on-site resources may engage include:

a. Prioritization and facilitation of solution requests
b. Resolving defects in configurations and site modules (defects not covered by maintenance)
c. Coordinating with FAST solution centers
d. Configuration assistance
e. Application development
f. Best practices recommendations
g. Service pack analysis and installation
h. Upgrade analysis and installation
i. Implementation of legislative changes such as rate changes, line item changes, compliance changes, changes to individual income tax, etc.
j. Assistance implementing additional tax types into GenTax
k. Performance tuning
l. Database maintenance, analysis and review
m. Supplemental user, developer, or operator training
n. Other consulting and services requested by IDOR

The limited number of on-site FAST resources available under the Annual License cannot, of course, perform concurrently all of the tasks above. In fact, we recommend that an agency should strive to perform these types of tasks with their own IT staff. However, some degree of assistance and support from FAST experts has proven critical in almost every agency environment.

The limited number of on-site FAST resources that are provided under the Annual License will ensure, at a minimum, that service packs and upgrades are installed, defects are resolved, and the overall system is kept in good running order. In addition, the on-site support services will assist agency IT staff with the tasks listed above.

4.5 Reporting, Status and Monitoring Specifications

4.5.1 Vendors are responsible for the faithful performance of the contract and shall have internal monitoring procedures and processes to ensure compliance.

FAST understands and acknowledges the responsibility to perform successfully all contractual requirements. Please refer to our response to RFP Section 4.3.6 Project Management and Quality Assurance for a description of FAST's procedures and processes for monitoring and ensuring compliance.

4.5.2 The State reserves the right to monitor and track Vendor's performance over the course of the contract including any warranty term. The information gathered may be used in administration of the contract including payment and may be used when evaluating the Vendor during future procurements.

FAST understands the need for the State to monitor independently and track the performance of its Vendors. FAST agrees to fully cooperate with any effort the State undertakes to verify performance any time during the implementation project and warranty period.

4.5.3 As deemed necessary and appropriate by the State, the State and the Vendor will work together to develop a performance scorecard with conditions, milestones, requirements, or timetables that must be met before additional steps may be taken, or payment is due. The scorecard may additionally record matters related to price, service, quality and other factors deemed important.

FAST agrees to work cooperatively with the State to develop a performance scorecard as deemed necessary and appropriate by the State. We anticipate that key project requirements, conditions, milestones, and payment points will be addressed in the contractual agreement between FAST and the State.

4.5.4 The Vendor shall cooperate with the State in this monitoring and tracking activity, which may require that Vendor report progress and problems (with proposed resolutions), provide records of its performance, allow random inspections of its facilities, participate in scheduled meetings and provide management reports as requested by the State.

FAST's approach to Project Management, Quality Assurance, and Risk Management ensures that progress and problems, along with proposed solutions, are communicated on a regular and basis. Please see our response to RFP Section 4.3.6 Project Management and Quality Assurance and Section 4.3.7 Risk Management. FAST will fully cooperate with the State in monitoring and tracking project activities.

4.5.5 Vendors are responsible to comply with the requirements for monitoring and reporting as defined in Attachment E.

We have read and understand the language in Attachment E and will comply with all its requirements. We anticipate submitting our Utilization Plan with our Price Proposal by the required due date.

4.6 Staffing Specifications

4.6.1 Bidder will provide the names and qualifications of the project manager and each of the project leads they propose, the percentage of their time that will be devoted to the IDOR ITS project plus the dates (date range) each of them will be on site at IDOR during the project. IDOR reserves the right to approve any replacement of project manager or project lead.

FAST proposes to assign the following senior resources for Project Phases 1, 2, and 3, from October 2, 2006 to October 31, 2008:

Role	Resource	IDOR Project %
Account & Quality Executive	James Harrison	10%
Project Manager	Martin Rankin (Phase 1 & 2 only)	80%
Technical Architect	Gary Nichol	90%
Application Architect	David Alderson	90%
Implementation Team Lead	Michelle Chester	100%
Implementation Team Lead	Twin Thongyoo	100%
Training Manager	Isaiah "Ike" Lawson, III	90%

4.6.2 Bidder will provide an inventory of staff by functional role, the numbers of each, the periods during which they will be working on the project on site and the periods during which they will be working on the project off site, if any.

The following table provides a preliminary estimate of the type and number of resources that we will deploy for the successful completion of the project. Please note that FAST resources will be added to the project gradually over the course of the first few months of the project. Also, at the tail end of the project, the number of FAST resources will start to decline gradually during the last few months. We expect the peak staffing to occur during Phase 3 of the project when Individual Income Tax is implemented. The table below shows peak staffing levels. While there will be a core set of resources assigned for the entire duration of the project, there will also be a number of FAST resources coming and going. It is therefore difficult to provide start and stop dates with any accuracy at this early stage.

Role	# of Vendor Resources
Project Manager	1
Team Leader	6
Technical Specialist	2
Conversion Analyst	2
Training Specialist	2
Documentation Specialist	1
Security Analyst	1
Programmer Analyst	16
Project Assistant	1

4.6.3 Proposed IDOR staffing is detailed in the following chart:

(The referenced chart is not reproduced here.)

4.7 Where are Services to be performed?

Illinois Department of Revenue
101 W Jefferson St
Springfield, IL 62702

Most of the FAST services will be rendered in Springfield at the project office space provided by IDOR. Some work will take place in FAST solution centers.

4.8.1.2 System Training (IT) - The vendor must provide comprehensive user training for a minimum of 50 IDOR employees envisioned by the department as potential system supporters. The vendor will develop and deliver training to IDOR/CMS project staff, hardware, software and network support staff, and operations staff in the use and support of the potential vendors' (and third-party supplied) methodologies, automated tools, system software and application software. Please provide a description of how you have provided this type of training in the past

FAST expects to provide IT staff training appropriate to their role in the agency to a minimum of fifty (50) system supporters and operators. We assume that the number of trainees will not increase unreasonably.

We discuss our overall approach to providing information technology staff training in our response to the second item listed under RFP Section 4.3.6.2. This approach continues to evolve with our experience as we incorporate best practices and lessons learned. At each implementation, the training approach is tailored to the specific needs of the client agency. This is done in the Training phase of the GenTax Implementation Methodology, where the specific approach to training is laid out in a Training Approach document.

The statistics below provide a perspective of the size of the information technology staff training effort in some of the agencies in which we have implemented or are implementing GenTax.

Agency	Initial Implementation Project Dates	Number Of Taxes (Account Types)	Number of IT Staff Trained
Idaho State Tax Commission	May 2000	22	20
Manitoba Finance, Revenue	July 2001	6	5
New Mexico Taxation and Revenue Department	March 2002	22	15
Louisiana Department of Revenue	May 2002	25	15
Montana Department of Revenue	August 2003	51 (7)	20
Georgia Department of Revenue	September 2003	4	5
City of Scottsdale, AZ	February 2005	28	5

Agency	Initial Implementation Project Dates	Number Of Taxes (Account Types)	Number of IT Staff Trained
North Dakota Office of State Tax Commissioner	July 2005	14 (3)	20
Wisconsin Department of Revenue	May 2005	6 (2)	35
West Virginia Department of Revenue – Tax Division	February 2006	33 (0)	13

Note:

- Implementation projects with completion dates in the future are implementations in progress. For these, the higher number of taxes figure is the total number of IT staff to be trained while the figure in parentheses shows the number trained to date.

4.8.1.3 End User Training - The vendor will develop and deliver "train the trainer" programs to a minimum of 15 selected IDOR employees to train end users within IDOR. Please provide a description of how you have provided this type of training in the past.

FAST expects to provide end user trainer training appropriate to their role in the agency to a minimum of fifteen (15) trainers. We assume that the number of trainers will not increase unreasonably.

We discuss our overall approach to providing end user training in our response to the third item listed under RFP Section 4.3.6.2. This approach continues to evolve with our experience as we incorporate best practices and lessons learned. At each implementation, the training approach is tailored to the specific needs of the client agency. This is done in the Training phase of the GenTax Implementation Methodology, where the specific approach to training is laid out in a Training Approach document.

The statistics on the following page provide a perspective of the size of the end user training effort in some of the agencies in which we have implemented or are implementing GenTax.

Agency	Initial Implementation Project Dates	Number Of Taxes (Account Types)	Number of		
			FAST Trainers	Agency Trainers	Agency Students
Idaho State Tax Commission	May 2000 to March 2002	22	1	2	250
Manitoba Finance, Revenue	July 2001 to March 2003	6	1	4	100
New Mexico Taxation and Revenue Department	March 2002 to September 2003	22	1	1	600
Louisiana Department of Revenue	May 2002 to May 2005	25	3	15	680
Montana Department of Revenue	August 2003 to June 2007	51 (7)	1	1	340 (300)
Georgia Department of Revenue	September 2003 to June 2004	4	1	2	20
City of Scottsdale, AZ	February 2005 to May 2006	28	1	2	30
North Dakota Office of State Tax Commissioner	July 2005 to June 2007	14 (3)	1	6	132 (110)
Wisconsin Department of Revenue	May 2005 to April 2007	6 (2)	1	36	1500 (600)
West Virginia Department of Revenue – Tax Division	February 2006 to July 2009	33 (0)	1	6 (0)	350 (0)

Note:

- Implementation projects with completion dates in the future are implementations in progress. For these, the higher figure is the total number while the figure in parentheses shows the number involved to date.

4.8.2 Transition Planning and Execution - The IDOR/CMS technical staff will need the expertise to apply program fixes, install updates, maintain the application tables, configure the application, and develop and maintain custom code. With this in mind, it will be necessary for IDOR/CMS personnel to have meaningful roles in every aspect of the installation process: design, installation, configuration, modification, conversion planning, training development, training and actual conversion. The IDOR/CMS technical staff will also lend helpful insight into specifics of legacy applications. The prospective vendor will provide detailed planning specifics describing how it has provided this type of mentoring in the past, including successes, failures, lessons learned, and a description of how you intend to incorporate the IDOR staff into the process.

IDOR information system staff will attend a GenTax introduction course as well as courses that describe GenTax architecture and site-specific configuration. These include:

- GenTax Developer
- GenTax Security Manager
- GenTax Batch Processing
- GenTax Architecture
- GenTax Letter Configuration
- GenTax Report Configuration
- GenTax Flow Manager

They will then work side-by-side with FAST staff on the project team. IDOR staff will be heavily involved in GenTax configuration, testing, data conversion, training, and production rollout. Technical staff members will apprentice with FAST project team members to observe, model, work collaboratively and, finally, perform independently the tasks needed. Throughout the project, FAST staff will mentor agency staff so they become fully proficient in all aspects of their GenTax-related duties.

Technical staff will learn how to monitor GenTax operations and take corrective action as required. They will learn how to modify the configuration of GenTax's functional areas to meet future business needs of the agency.

IDOR Operations staff will attend an introduction to GenTax course in addition to courses that describe security and batch processing administration. Then, they will understudy FAST team members as they perform various operational activities. Over the course of the project, they will assume increasing responsibilities until they are proficient and can complete their work independently.

4.8.3 Reference requirements as described in Attachment C of the RFP are modified as follows - Each bidder must provide organization names, contact names, addresses, phone numbers, and email addresses for three references where they have installed:

In Attachment C to our proposal, we have identified the requested information for three references that have indicated their willingness to receive inquiries from the Illinois Department of Revenue. We have also provided contact information for three

additional reference sites which are able to share their experiences with GenTax implementation projects.

4.8.3.1 The COTS ITS product being proposed for IDOR in response to this RFP in production environments, the beginning and completion dates of each project, the number of taxes implemented, and a self evaluation of the success of each project, **or**

Since 1999, Fast Enterprises (FAST) has established a proven record of helping revenue agencies in Canada and the United States meet aggressive implementation timelines. The combination of an existing, proven software product, tax administration expertise, and delivery experience enables us to provide exceptional quality in a timely and economical manner.

As the prime contractor on all GenTax implementation engagements in the United States, we have managed every aspect from end-to-end and delivered successfully. The projects have been on time - every time, within budget - every time, and in excess of client expectations - every time.

Agency	Initial Implementation Project Dates		Number Of Taxes (Account Types)	Self-evaluation
	Commence	Complete		
Ministry of Small Business and Revenue, Province of British Columbia	April 1999	December 2000	16	Successful
Idaho State Tax Commission	May 2000	March 2002	22	Successful
Manitoba Finance, Revenue	July 2001	March 2003	6	Successful
New Mexico Taxation and Revenue Department	March 2002	September 2003	22	Successful
Louisiana Department of Revenue	May 2002	May 2005	20	Successful
Montana Department of Revenue	August 2003	June 2007	52 (7)	Successful

Agency	Initial Implementation Project Dates		Number Of Taxes (Account Types)	Self-evaluation
	Commence	Complete		
Georgia Department of Revenue	September 2003	June 2004	4	Successful
City of Scottsdale, AZ	February 2005	May 2006	28	Successful
North Dakota Office of State Tax Commissioner	July 2005	June 2007	14 (3)	Successful
Wisconsin Department of Revenue	May 2005	April 2007	6 (1)	Successful

Notes:

1. Since the original project to deliver six taxes between August 2003 and February 2005, the business scope at the Montana Department of Revenue has been increased to 51 tax and license programs and the implementation contract extended to mid-2007. Of these 51, seven taxes are currently in production.

2. Implementation projects at the North Dakota Office of the State Tax Commissioner and the Wisconsin Department of Revenue are still in progress, with one and two rollouts completed respectively. The higher number of taxes figure is the total number of in-scope taxes while the figure in parentheses shows the number of taxes currently in production.

3. We are also working on the first rollout at three state revenue agencies:
   - Alabama Department of Revenue (41 taxes)
   - West Virginia Department of Revenue – Tax Division (33 taxes)
   - Utah State Tax Commission (40 taxes)

4.8.3.2 If the ITS being proposed for this project has not been installed in at least three production environments, please provide the same information requested above for similar projects involving another COTS product you have installed, a description of the COTS product installed and how they are similar as well as how they are different from the ITS being proposed for the RFP.

Not applicable.

(GenTax is in production operation in ten revenue agencies: seven states of the United States, two provinces of Canada, and the City of Scottsdale, Arizona.)

4.8.4 Escrow Agent

The Vendor agrees to keep and maintain current, a copy of all software source code for the COTS product and every customization developed for IDOR with an acceptable escrow agent. This escrow agent is to be mutually agreed upon by the Bidder and the State. An escrow agreement is to be established between the Bidder and the escrow agent and submitted to the State for approval prior to the signing of this contract. The escrow agent shall be paid by the Vendor and shall be authorized to release the source code to the State in instances of the Vendor's cessation, for any reason, to do business, to support this application as installed at IDOR, or breach of this contract with the State. In such an instance, the escrow agent is to release the source code within fourteen (14) calendar days upon notification by either the Vendor or the State. If the software source code placed in escrow is determined to not be the most current version, the Vendor will provide the most current version to the State within three (3) calendar days of notification by the State. The State shall be granted all rights and licenses to continue to use the system installed at IDOR should the Vendor cease to provide maintenance and/or support for any reason.

Source code for all FAST products is maintained in escrow by Lincoln-Parry SoftEscrow Inc. (http://www.softescrow.com/history.html). Source code for all site components ("customization developed for IDOR") would be owned and retained by IDOR.

The following nine of our client jurisdictions are currently named in the escrow agreement:

- Alabama Department of Revenue
- Georgia Department of Revenue
- Idaho State Tax Commission
- Louisiana Department of Revenue
- Montana Department of Revenue
- North Dakota Department of Revenue
- State of New Mexico Taxation and Revenue Department
- City of Scottsdale, Arizona Financial Services Division
- Wisconsin Department of Revenue

The West Virginia State Tax Department and the Utah State Tax Commission are in the process of being added.

The procedures for product release are as follows:

- The client jurisdiction must provide a written affidavit sworn by two senior officers petitioning the release of the escrowed materials pursuant to their agreement with Fast Enterprises, LLC.

- A copy of this affidavit is sent to Fast Enterprises, LLC in a timely manner. Fast Enterprises, LLC has 15 days to dispute the petition.

- If no dispute is raised, then the release process will begin and Lincoln-Parry will prepare and mail a copy of the necessary materials pursuant to the client providing payment for the preparation and shipment of these materials.

Should the timing associated with code release, or any other aspect of the standard escrow agreement and arrangements that apply to the other eleven FAST clients be deemed inadequate by the State of Illinois, alternative arrangements can be negotiated.

4.8.5 Warranty Period

Notwithstanding any provision, to the contrary in any Vendor warranty or warranties, the remedies available to the State under this warranty for the COTS software shall include repair or replacement of any listed product and/or item where the defect is discovered and made known to the bidder in writing. This warranty will remain in effect for 12 months following acknowledgement and acceptance of the completed contract by IDOR.

We propose to provide a 12-month warranty period following delivery to production of all 40 in-scope taxes. This warranty period is shown in the timeline we present in response to RFP Section 4.4 Milestones and Deliverables.

During the warranty period, FAST will, at no extra charge, repair defects in FAST product code, site components, and configuration.

4.9 Term of Contract

The terms of any contract resulting from this RFP shall begin upon execution of a completed contract but not before 07/01/2006. At that time, the Vendor will commence performance of the contract and excluding the warranty period stated above in section, 4.8.3 shall complete performance on or before 06/30/2010, subject to a decision by IDOR whether to extend this date up to and including 06/30/2012. The Bidder acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and the Bidder shall not begin performing work under this contract until notified to do so by the Department. The Bidder is entitled to no compensation for work performed prior to the effective date of this contract.

We are proposing a project timeline (please see table below) that adheres for the most part to the stated scheduling requirements. We do not expect compensation for any work done outside the strict confines of a duly executed contract between the State and FAST.

4.10 Presentations and Site Visits

4.10.1 Presentations

IDOR reserves the right to request vendor presentations during the bid evaluation period. These presentations may be limited to selected vendors and will be scheduled as needed to ensure that IDOR understands and properly evaluates each COTS ITS. Presentations will be made at IDOR in Springfield, Illinois.

We would be pleased to provide a presentation to IDOR to demonstrate GenTax, clarify our proposal, and/or respond to specific questions during the period identified for Selected Vendor Presentations in Section 3.4 of the RFP (July 10 through 14, 2006). We would deliver such a presentation at IDOR in Springfield at no cost to the State.

We respectfully request that IDOR provide the requirements for such a presentation at the earliest possible date in order to give us adequate time to prepare. We also request that IDOR adhere to the published schedule for Selected Vendor Presentations.

4.10.2 Site Visits

IDOR reserves the right to request site visits from the top two bidders. At the time the top bidders are identified, they will be asked to submit three potential site locations from which IDOR will select up to two to visit. These visits will be to sites that have successfully put the bidder's COTS system, or a similar COTS system, into production and will be for the purpose of enhancing IDOR's knowledge of the bidders' products and their implementations in environments equivalent or similar to IDOR.

We would be pleased to arrange with three of our current clients for a potential site visit from IDOR. These sites can be selected from among the seven US states where GenTax is in production.

4.11 IDOR Tax Administration Definitions

(The referenced definitions are not reproduced here.)

4.12 IDOR Tax Administration Acronyms or Acronyms Pertinent to this RFP

(The referenced acronyms are not reproduced here.)

4.13 Selected Illinois Tax Categories and Registered Taxpayers as of 12/31/2005

The statistics provided in this section of the RFP and the information available on the Illinois Department of Revenue website (www.tax.illinois.gov) have been taken into account in gauging the complexity and scope of a GenTax implementation for the Illinois Department of Revenue and designing the recommended hardware/software platform for GenTax.

4.15 Business Process Reengineering

As part of the Integrated Tax Implementation Project, The Illinois Department of Revenue has three business process reengineering objectives: to standardize workflows and business rules across tax types; to maximize workflows by eliminating waste and redundancy; and to reengineer existing IDOR procedures to take advantage of the process methodology native to the chosen COTS ITS.

The Department has identified 251 flows impacted by the implementation of an integrated tax system. These process flows are broken down into the following eight categories:

- Registration – 44 flows
- Original return processing – 18 flows
- Amended return processing – 11 flows
- Exception items (payment transfers, application of credit, etc) – 33 flows
- Creation of Overpayments – 8 flows
- Correspondence – 6 flows
- Collections – 107 flows
- Audits – 24 flows

An internal team of 25 employees consisting of end users, information systems staff and legal staff representing areas within the department began working in to review and verify the 251 current process flows and to envision the "future" process flows. The team is identifying policy issues that need to be resolved prior to system implementation and documenting business rules to aid in configuration of the new ITS. To date, of the 251 documented process flows, 79 current flows (associated with registration, original return, amended return and correspondence) have been reviewed and consolidated to 11 "future" flows.

The work IDOR is undertaking to prepare for business process changes is most helpful. Agencies often underestimate the challenge of standardizing business rules and workflows. It is not unusual for a revenue agency to have many different business rules that have separately grown up around the administration of different tax types. While adopting a single, consistent set of business practices is one of the benefits of an integrated tax system, it is often not easy for agency employees to abandon the business practices with which they have become comfortable and familiar. Addressing policy issues and standardizing business rules in advance of the selection of a COTS solution will give the project a significant head start.

IDOR's goal of adapting its business processes to maximize the use of native COTS functionality aligns with FAST's approach to business process reengineering. In choosing GenTax, IDOR will take advantage of the many functions, features, and processes the software provides, keeping in mind GenTax is a proven solution in production at multiple revenue agencies.

As IDOR carries out its internal BPR initiatives, it will be important to ensure that efforts described above to "envision the future process flows" do not conflict with IDOR's objective to take advantage of the process methodology native to the chosen COTS solution. In a custom design/build project, envisioning the "to-be" state is part of a requirements gathering phase that leads to system requirements being defined and set. It is FAST's understanding that the efforts described above to "envision future process flows" are not intended to mirror a requirements gathering phase of a custom design/build project.. Rather, they are intended to help prepare the agency for inevitable process changes that will occur with the implementation of a COTS solution as multiple business practices give way to a standardized and consistent set of new business processes.

An example is the GenTax billing model, which has helped agencies increase revenues, improve levels of voluntary compliance, and enhance taxpayer service. The approach is to better collect receivables by automatically sending taxpayers frequent, simple and clear notices when accounts are out of balance. Among other items, the GenTax billing model issues payment vouchers when asking for payment.

While the GenTax billing model may appear for the most part reasonable, there may be significant obstacles to overcome in order to conform to a different approach. IDOR should be prepared for resistance when adopting this type of change. While the benefits are proven, change is disruptive for people.

Often, agency business practices have grown up around the limits of legacy applications that only support limited billing options. In some cases, those business practices have become deeply ingrained in the agency and there can be significant resistance to change. There may even be situations where agencies have caused statutes to be put in place that support legacy system processes.

4.16 Data Conversion Services

The Department of Revenue endeavors to implement an Integrated Tax System (ITS) over a 5-year period. This new ITS will combine registration and demographic information, collection activity information and return processing information from the various separate and independent tax systems into one integrated tax processing system.

To-date, an in-house conversion team has been assembled and charged with the responsibility of investigating and accumulating data from all systems affected by each implementation phase of the ITS. The internal conversion team is comprised of a team leader, information systems personnel (6), and users from service and processing areas (12).

This internal team will complete the tasks of data identification, investigation and purification prior to the COTS selection to expedite the conversion effort.

The conversion activity is expected to include the following:

A. Identification

1) Identify master files.
   a. File/table name and description

b. Key fields
c. Storage Media
d. Number of records/rows
e. Data elements with description, format, values

2) Identify egress and ingress interfaces to systems targeted for conversion.
3) Load data elements into a data repository
4) Establish conversion criteria
   a. Detail parameters for data conversion, years, categories and volume
   b. Make provisions for data not converted (purge or archived)

B. Investigation

1) Investigate values for each data element
   a. Date edits
   b. Numeric edits
   c. Indicator/code edits
   d. Miscellaneous edits
   e. Key Structures
2) Confirm data element documentation.
3) Determine if purification is required.

C. Purification

1) Write, test, and execute programs to clean up and purify data.
2) Create auditable documentation of corrective activity

D. Mapping

1) Map legacy data elements into the new database design.
2) Write conversion rules for data elements
3) Determine default values for missing fields/values
4) Write consolidation rules if the same data element is converted from two legacy sources

E. Conversion & Consolidation

1) Write conversion programs based on the mapping and consolidation rules
2) Unit test programs
3) System test
4) Implementation Plan

F. Testing

1) Develop a comprehensive test matrix of data elements and account profiles
2) Write selection programs based on matrix criteria
3) Populate test regions
4) Develop test cases in accordance to matrix/selection
5) Verify the accuracy of data mapping and account presentation
6) Report and monitor resolution of inconsistencies

Overview of Data Conversion

The Conversion phase of the GenTax Implementation Methodology, shown below and discussed on the following pages, is executed for each rollout. It runs in parallel with Development and typically spans about 50% of the duration of a rollout.

Conversion Experience

We have gained significant data conversion experience in our implementations of GenTax, which has been or is being implemented in fourteen revenue agencies at the national, state/provincial, and city levels.

Virtually every rollout of every GenTax implementation project includes a Conversion phase. All told, we have successfully converted almost 9.5 million taxpayers with over 10.5 million accounts of 127 types. This was done in 37 Conversion phases in ten implementation projects spanning just over five years. Details of this experience are shown on the following pages.

Agency	Number of Rollouts	From	To	Number of Account Types Converted	Current Approximate Volumes	
					Taxpayers	Accounts
British Columbia Ministry of Finance & Corporate Relations - now Ministry of Small Business and Revenue	3	1999Q4	2000Q4	14	393,000	379,000
Idaho State Tax Commission	4	2000Q4	2002Q1	18	1,697,000	3,965,000
Manitoba Ministry of Finance	4	2001Q4	2004Q2	5	54,000	63,500
New Mexico Taxation and Revenue Department	7	2002Q4	2004Q2	22	1,980,000	2,264,000
Louisiana Department of Revenue	5	2003Q1	2005Q2	22	4,081,000	4,610,000

Agency		Number of Rollouts	From	To	Number of Account Types Converted	Current Approximate Volumes	
						Taxpayers	Accounts
	Montana Department of Revenue	9	2003Q4	2006Q1	9	972,000	1,004,000
	Georgia Department of Revenue	1	2004Q1	2004Q1	4	12,400	13,550
	City of Scottsdale, Arizona	1	2005Q4	2005Q4	28	101,000	115,900
	Wisconsin Department of Revenue	2	2005Q4	2006Q1	2	157,000	157,000
	North Dakota Office of State Tax Commissioner	1	2006Q1	2006Q1	3	39,500	44,000
Totals	**10**	**37**	**> 5 years**		**127**	**9,486,900**	**10,747,450**

Platforms:

The legacy systems are support by both mainframe and LAN based platforms. The following identifies the possible storage media and potential volumes in consideration for conversion:

A Mainframe Systems (approximately 70)
1) DB2
2) VASM
3) Magnetic Media

B. LAN (approximately 250)
1) DB2/UDB
2) Data Flex
3) Fox Pro
4) ACCESS
5) dbase IV

Estimated Volume (more detailed estimates will be made available no later than 14 days after the bidders conference):

A. Mainframe:
1) VSAM- 551 files with 1,094,532,341 records
1) DB2- 580Tables with 481,151,000 rows

B. LAN:
1) 4.7 terabytes of disk storage

We have taken the information provided by IDOR into account in developing our proposal. We are encouraged by the fact that IDOR's conversion strategy meshes so well with our standard methodology.

4.17 IDOR Interface Information: The Department of Revenue, in order to provide useful information to interested bidders, has compiled a comprehensive listing of current interfaces utilized by the Department. This list is meant to be used as a tool for bidders to garner a more complete understanding of the complexity of our current processes. Based on the amount of interaction that occurs between the various tax systems, Collection system, and Registration system, there may be some additional interfaces not yet identified on this list.

Please see the posted Addendum for the Interface Listing

We do not place a limit on the number of inputs or outputs included in our cost. Reports, letters, notices, and interfaces reasonable and necessary to administer the in-scope taxes will be provided.

5. Technical Experience

5.2.5.1 Number of years experience with providing types of services specified in Section 4 of the RFP, "Services Required from the Vendor."

Founded in 1997, FAST has been implementing GenTax, its package solution for integrated tax systems, since 1999.

FAST has established a proven record of helping revenue agencies in Canada and the United States meet aggressive tax system implementation timelines for implementing integrated tax systems. FAST has over 195 employees and has implemented GenTax into production in ten North American jurisdictions (seven states, two provinces, and a US city). FAST has recently started implementations in four additional agencies (three US states and a foreign republic).

5.2.5.2 Describe the level of technical experience in providing the types of services specified in Section 4 of the RFP, "Services Required from the Vendor."

We have implemented GenTax for over 100 different tax, license, and other account types in nine major tax jurisdictions in North America. Today GenTax is collectively administering over 9½ million taxpayer accounts accessed regularly by almost 3,900 revenue agency employees.

The combination of an existing, proven software product, tax administration expertise, and project management experience enables us to deliver exceptional quality in a timely and economical manner. As the prime contractor on most GenTax implementation engagements, we have managed every aspect from end-to-end and delivered successfully. The projects have been on time, every time, within budget, every time, and in excess of client expectations, every time.

5.2.5.3 List all services and other relevant experience similar to those specified in Section 4 of the RFP, "Services Required from the Vendor" that the Vendor has provided to other businesses or governmental entities.

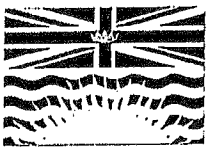
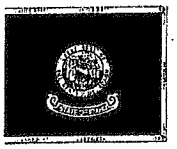
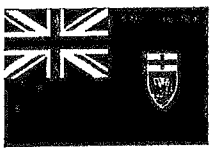
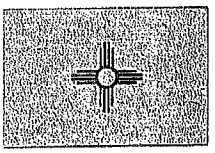
A complete list of FAST clients begins on the following page.

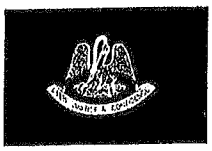
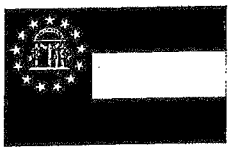
The list is followed by a table that provides the following information for the thirteen GenTax sites in North America:

- Operating Environment (RDBMS)
- Number of Users
- Number of Account Types
- Number of Accounts
- First Production Date

Finally, we provide a synopsis of the implementation projects for three of the reference sites listed in Attachment C:

- Idaho State Tax Commission
- New Mexico Taxation and Revenue Department
- Louisiana Department of Revenue

FAST Clients		
	Production since November 1999	**British Columbia Ministry of Finance & Corporate Relations - now Ministry of Small Business and Revenue** Fourteen taxes were delivered over a period of 20 months with a major rollout every six to eight months. An additional two tax programs were implemented in the fourth quarter of 2004.
	Production since January 2001	**Idaho State Tax Commission** Seventeen taxes and an Unclaimed Property Registry were implemented over a period of 22 months. A major rollout was delivered every three to eight months. Two new local option sales and use taxes for Idaho counties were implemented in 2004. Idaho upgraded to GenTax Version 6 in March 2006. Enhancements to Collections and Unclaimed Property administration are also being implemented over the next year.
	Production since January 2002	**Manitoba Ministry of Finance** Three major taxes were delivered at six-month intervals, including external data management and audit selection and discovery tools. Since the original installation project, three additional taxes have been implemented.
	Production since November 2002	**New Mexico Taxation and Revenue Department** FAST implemented five taxes in the original implementation project, in parallel with the agency's implementation of five smaller taxes. Since then, twelve additional tax programs have been implemented by agency and FAST staff support, bringing the total to 22.

FAST Clients		
	Production since February 2003	**Louisiana Department of Revenue** Twenty tax types were implemented in five rollouts over a three-year period. In the last rollout in May 2005, Louisiana became the first agency to implement FAST's web-based self-service product, Taxpayer Access Point (TAP).
	Production since October 2003	**Montana Department of Revenue** Five taxes rolled out in Phase I, the first of them in less than three months. Phase II rolled out Corporate License Tax in January 2005 and Individual Income Tax in October 2005. Two small taxes were delivered in late 2005 and early 2006 and four more rollouts will implement a further 43 tax and revenue programs in four rollouts by mid-2007.
	Production since January 2004	**Georgia Department of Revenue** Motor Fuels Distributor Tax was delivered in two rollouts over a six-month period. The Department upgraded to GenTax Version 5 in October 2004.
	Production since November 2005	**City of Scottsdale, Arizona** FAST has implemented GenTax to support Alarm Billing, Permit Registration, and Sales Tax business functions for this municipality. Scottsdale has also upgraded to GenTax Version 6 and has implemented Taxpayer Access Point.
	Production since December 2005	**Wisconsin Department of Revenue** FAST has completed implementing Corporate Income Tax, Corporate Franchise Tax, Corporate Revenue Accounting, and Premier Resort Tax in the first two of four phased rollouts. Other rollouts will implement Individual Income Tax, Partnership Tax, Estate Tax, and Fiduciary Tax by the second quarter of 2007.

FAST Clients		
	Production since January 2006	**North Dakota Office of State Tax Commissioner** FAST has implemented Sales Tax and some miscellaneous excise taxes as part of Rollout One of a two-year project to implement GenTax in four rollouts. The next three rollouts will deliver the remaining eleven in-scope taxes.
	Initial production scheduled for July 2006	**Alabama Department of Revenue** FAST recently began to implement GenTax to administer the full suite of taxes for most all aspects of tax administration and reporting. Six rollouts are planned over the lifespan of the five-year project.
	Initial production scheduled for December 2006	**West Virginia Department of Revenue – Tax Division** FAST recently began to implement GenTax to administer the full suite of taxes for most all aspects of tax administration and reporting. Multiple rollouts are planned over the lifespan of the 4½-year project.
	Initial production scheduled for January 2007	**Utah State Tax Commission** In early April 2006, FAST began a project to implement GenTax to administer individual and corporate income, fuels, withholding, and sales taxes in four rollouts over a three-year period.
	Initial production scheduled for 1st Quarter 2007	**Republic of Trinidad & Tobago** FAST is in the preliminary stages of a project to implement GenTax for most all aspects of tax administration and reporting for Trinidad & Tobago Inland Revenue.

The table below indicates the scope and breadth of implementation in each of the North American jurisdictions shown in the previous client site table.

Site	Operating Environment	Number of Users	Number of Account Types	Number of Accounts	First Production Date
	(See Note 1)	(See Note 2)			
Ministry of Small Business and Revenue, Province of British Columbia	Oracle	728	16	255,618	November 1999
Idaho State Tax Commission	SQL Server	493	22	1,897,677	January 2001
Manitoba Finance, Revenue	SQL Server	201	6	49,480	January 2002
New Mexico Taxation and Revenue Department	SQL Server	602	22	2,094,762	November 2002
Louisiana Department of Revenue	SQL Server	874	20	4,055,312	February 2003
Montana Department of Revenue	Oracle	243	9 of 52	976,082	October 2003
Georgia Department of Revenue	Oracle	76	4	11,908	January 2004
City of Scottsdale, AZ	SQL Server	70	28	58,411	November 2005
North Dakota Office of State Tax Commissioner	SQL Server	39 (130)	3 of 14	33,866 (444,000)	January 2006
Wisconsin Department of Revenue	SQL Server	573 (900)	1 of 6	132,198 (3,310,000)	December 2005
Alabama Department of Revenue	SQL Server	600	0 of 41	2,400,000	July 2006
West Virginia Department of Revenue, Tax Division	SQL Server	350	0 of 33	1,319,000	December 2006
Utah State Tax Commission	SQL Server	450	0 of 40	2,900,000	January 2007

Notes:

1. All GenTax clients and application servers run on Microsoft Windows and SQL Server is used for configuration information. Application data can be stored under SQL Server, Oracle, or DB2. The "Operating Environment" column shows the RDBMS for application data at each site.

2. Initial implementation projects are still underway at some sites. For these sites:

   - Number of Users ("Size"):
     - For sites where some taxes are in production, the installation size (number of users) reflects the tax types currently in production.
     - For sites where no taxes are yet in production (Alabama, West Virginia, and Utah) the installation size (numbers of users) is an estimate of the size when all taxes have been implemented.

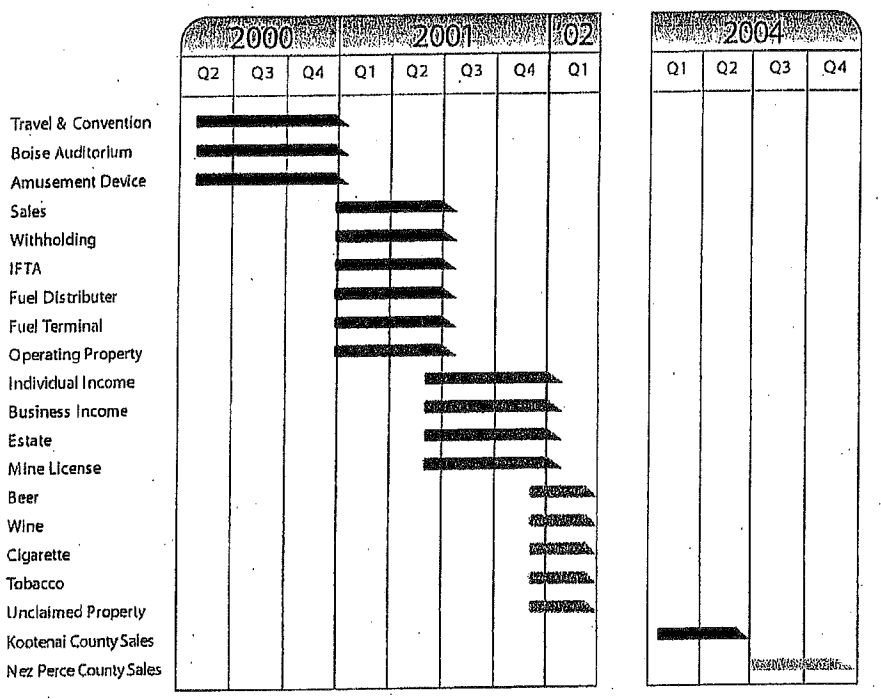
   - Number of Account Types:
     - The number of account types is shown in the form "**x** of **y**", which should be read as "**x** account types are currently in production out of a total of **y** account types to be implemented overall".

   - Number of Accounts:
     - For sites where some taxes are in production, the number of accounts reflects the tax types currently in production.
     - For sites where no taxes are yet in production (Alabama, West Virginia, and Utah) the number of accounts is an estimate of the size when all taxes have been implemented.

   - First Production Date:
     - For sites where no taxes are yet in production (Alabama, West Virginia, and Utah) the first production date is the date on which the first GenTax rollout is scheduled to occur.

Organization	
Name	**Idaho State Tax Commission**
Size	Approximately 400 employees
Location	Boise, Idaho
Services provided	Administer Idaho's major tax and revenue programs and the State's unclaimed property registry.
Products	GenTax
Services	As prime contractor and systems integrator, FAST provided: • Project management • Configuration • Site-specific extensions • Testing • Training • Conversion • Rollout
Dates	May 2000 to March 2002
Project Scope	**Business scope:**
	17 tax types and the unclaimed property registry in the original implementation project. 2 additional taxes have been implemented since. (Please see the implementation timeline chart on the following page.)
	Functional scope:
	Customer Returns Issue Non-filer Returns Payments Transaction Collections Liens Refund Revenue Audit External Data C.R.M. Work Items Security Imaging Letters Reports System
Project Objectives	Move all tax administration processing from legacy systems to GenTax.
Project Status and Outcome	Completed on time and within budget. FAST is currently providing maintenance, support, and new configuration and site components to provide additional functionality. Idaho recently upgraded to GenTax Version 6.

Idaho



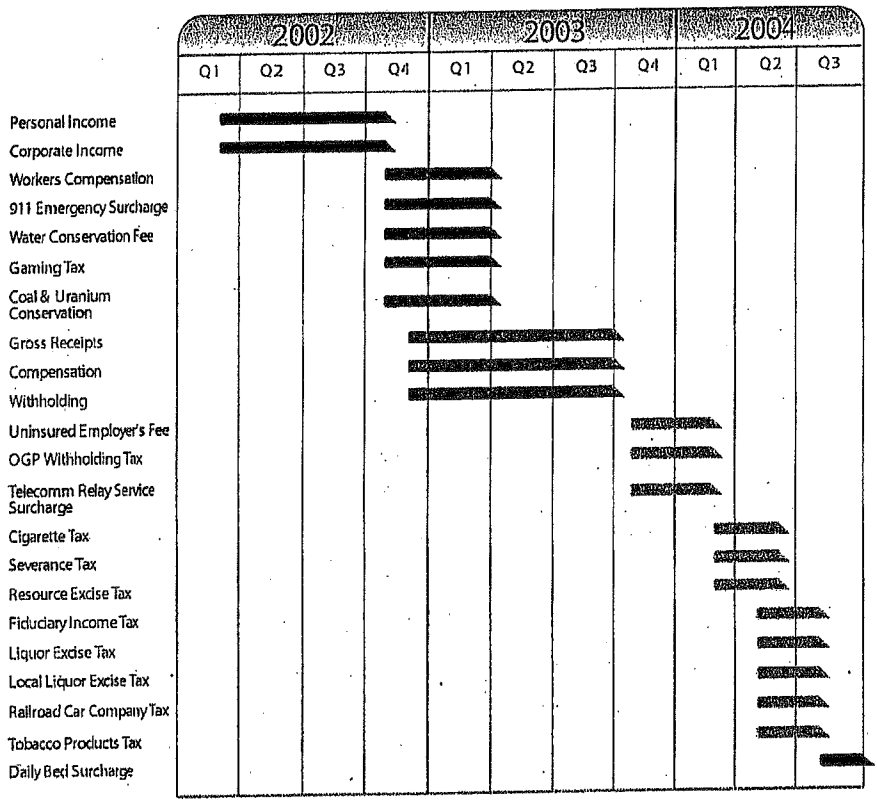
Implementation Timeline

Organization	
Name	**New Mexico Taxation and Revenue Department**
Size	Approximately 1,000 employees
Location	Santa Fe, New Mexico
Services provided	Administer and enforce the tax and revenue laws of the State of New Mexico.
Products	GenTax
Services	As prime contractor and systems integrator, FAST provided: • Project management • Configuration • Site-specific extensions • Change management • Testing • Training • Conversion • Rollout
Dates	March 2002 to September 2003
Project Scope	**Business scope:**
	10 tax types in the original implementation project. 12 additional taxes have been implemented since. (Please see the implementation timeline chart on the following page.)
	Functional scope:

Customer Returns Issue Non-filer Returns Payments Transaction Collections Liens	Bankruptcy Refund Revenue Audit Discovery Selection C.R.M.	Work Items Security Imaging Letters Reports System

Project Objectives	Implement a commercial off-the-shelf system for integrated tax.
Project Status and Outcome	Completed on time and within budget. FAST is currently providing maintenance and support services. New Mexico recently upgraded to GenTax Version 6.

New Mexico



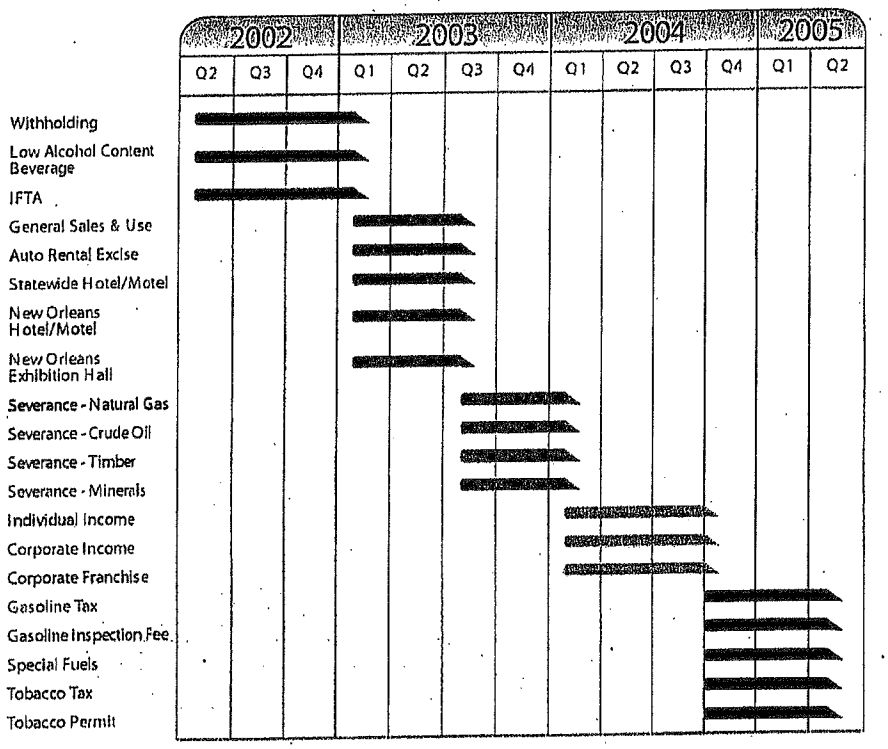
Implementation Timeline

Organization	
Name	**Louisiana Department of Revenue**
Size	Approximately 900 employees
Location	Baton Rouge, Louisiana
Services provided	Administer the tax laws of the State of Louisiana.
Products	GenTax, Taxpayer Access Point
Services	As prime contractor and systems integrator, FAST provided: • Project management • Configuration • Site-specific extensions • Change management • Testing • Training • Conversion • Rollout
Dates	March 2002 to May 2005
Project Scope	**Business scope:**
	20 tax types. (Please see the implementation timeline chart on the following page.)
	Functional scope:

Customer	Bankruptcy	Case
Returns Issue	Refund	Security
Non-filer	Revenue	Letters
Returns	Audit	Mail
Payments	Discovery	Reports
Transaction	Selection	System
Collections	C.R.M.	Taxpayer Access Point
Liens	Work Items	

Project Objectives	Implement a commercial off-the-shelf integrated tax processing software product.
Project Status and Outcome	Completed on time and within budget. FAST is currently providing maintenance and support services.

Louisiana



Implementation Timeline

8. Changes to the RFP

5.2.8 CHANGES TO THE RFP: If the Agency/Buyer issues any changes (including amendments or addenda) to this RFP, these changes must be signed by an individual authorized to legally bind the Vendor and included in the Technical proposal..

In this section, we have included signed acknowledgements of our receiving and taking into account in our proposal the following Addenda:

Date	Subject
May 10, 2006	Interface Information
May 15, 2006	Bidders' Conference Location Change
May 16, 2006	ITS Business Plan
May 23, 2006	Minority Business Vendors
May 31, 2006	Vendor Q&A and Conversion Info

Addendum

Help

Identification

Reference Number:	22010344
Agency Reference Number:	IDOR ITS FY06
Agency:	REV - Revenue
Title:	Illinois Department of Revenue Integrated Tax System
Small Business Set-Aside:	No

Overview

IDOR Interface Information: The Department of Revenue, in order to provide useful information to interested bidders, has compiled a comprehensive listing of current interfaces utilized by the De-partment. This list is meant to be used as a tool for bidders to garner a more complete understanding of the complexity of our current processes. Based on the amount of interaction that occurs between the various tax systems, Collection system, and Registration system, there may be some additional inter-faces not yet identified on this list.

Key Information

Solicitation Type:	Request for Proposal
Category:	IT
Status:	Open
Published:	05/10/2006
Due Date:	06/12/2006
Due Time:	2:00 PM Local Time

Solicitation Contact

Name:	Carrie Leininger
Address:	101 W. Jefferson, Springfield, IL 62702
Phone:	217-785-4025
Fax:	217-524-2552
E-Mail Address:	cleininger@revenue.state.il.us

Class Code

Class Codes:	E110 EDP; Consulting Services E130 EDP; Programming Services E440 EDP; Mid Range Software (AS400; RISC) E610 EDP; Other

Attachments

To download file(s), click on filename(s) located below. Not all Addendums will have files to download. If not logged into the system, a login prompt will display. If you are not registered with the site, click on Registration located at the top of this page to register.

File Attachments: • **ITS Bidders Spreadsheet.xls (239616 Bytes)**

Receipt of this Addendum acknowledged by: James G Harrison

James Harrison, Partner
Fast Enterprises, LLC

Addendum

Help

Identification

Reference Number:	22010344
Agency Reference Number:	IDOR ITS FY06
Agency:	REV - Revenue
Title:	Illinois Department of Revenue Integrated Tax System
Small Business Set-Aside:	No

Overview

The bidders conference will be held Friday, May 19th, 2006 at 10:00 a.m. at the Michael A. Bilandic Building, 160 N. LaSalle (5th Floor), Room C-500, Chicago, Illinois 60601.

Key Information

Solicitation Type:	Request for Proposal
Category:	IT
Status:	Open
Published:	05/15/2006
Due Date:	06/12/2006
Due Time:	2:00 PM Local Time

Solicitation Contact

Name:	Carrie Leininger
Address:	101 W. Jefferson, Springfield, IL 62702
Phone:	217-785-4025
Fax:	217-524-2552
E-Mail Address:	cleininger@revenue.state.il.us

Class Code

Class Codes:	E110 EDP; Consulting Services E130 EDP; Programming Services E440 EDP; Mid Range Software (AS400; RISC) E610 EDP; Other

Attachments

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File Attachments:

Receipt of this Addendum acknowledged by: James G Harrison

James Harrison, Partner
Fast Enterprises, LLC

Addendum

Help

Identification

Reference Number:	22010344
Agency Reference Number:	IDOR ITS FY06
Agency:	REV - Revenue
Title:	Illinois Department of Revenue Integrated Tax System
Small Business Set-Aside:	No

Overview

Section 4.2.7.2 of the RFP references the ITS Business Plan. Attached to this Addendum is the Plan in Word and PDF.

Key Information

Solicitation Type:	Request for Proposal
Category:	IT
Status:	Open
Published:	05/16/2006
Due Date:	06/12/2006
Due Time:	2:00 PM Local Time

Solicitation Contact

Name:	Carrie Leininger
Address:	101 W. Jefferson, Springfield, IL 62702
Phone:	217-785-4025
Fax:	217-524-2552
E-Mail Address:	cleininger@revenue.state.il.us

Class Code

Class Codes:	E110 EDP; Consulting Services E130 EDP; Programming Services E440 EDP; Mid Range Software (AS400; RISC) E610 EDP; Other

Attachments

To download file(s), click on filename(s) located below. Not all Addendums will have files to download. If not logged into the system, a login prompt will display. If you are not registered with the site, click on Registration located at the top of this page to register.

File Attachments:

- **IDOR ITS Business Plan.pdf (95136 Bytes)**
- **IDOR ITS Business Plan.doc (59392 Bytes)**

Receipt of this Addendum acknowledged by: James G. Harrison

James Harrison, Partner
Fast Enterprises, LLC

Addendum

Help

Identification

Reference Number:	22010344
Agency Reference Number:	IDOR ITS FY06
Agency:	REV - Revenue
Title:	Illinois Department of Revenue Integrated Tax System
Small Business Set-Aside:	No

Overview

Attached is a list of the Minority Business Vendors that was notified in regards to the Integrated Tax System posting.

Key Information

Solicitation Type:	Request for Proposal
Category:	IT
Status:	Open
Published:	05/23/2006
Due Date:	06/12/2006
Due Time:	2:00 PM Local Time

Solicitation Contact

Name:	Carrie Leininger
Address:	101 W. Jefferson, Springfield, IL 62702
Phone:	217-785-4025
Fax:	217-524-2552
E-Mail Address:	cleininger@revenue.state.il.us

Class Code

Class Codes:	E110 EDP; Consulting Services E130 EDP; Programming Services E440 EDP; Mid Range Software (AS400; RISC) E610 EDP; Other

Attachments

To download file(s), click on filename(s) located below. Not all Addendums will have files to download. If not logged into the system, a login prompt will display. If you are not registered with the site, click on Registration located at the top of this page to register.

File Attachments: • BEP_EDP_VENDORS.xls (307200 Bytes)

Receipt of this Addendum acknowledged by: James G Harrison

James Harrison, Partner
Fast Enterprises, LLC

\ddendum

Help

Identification

Reference Number:	22010344
Agency Reference Number:	IDOR ITS FY06
Agency:	REV - Revenue
Title:	Illinois Department of Revenue Integrated Tax System
Small Business Set-Aside:	No

Overview

Attached are the Vendor Questions and Responses, Napersoft Conversion Information, Estimated Conversion Volume, and IDOR Process Flows.

Key Information

Solicitation Type:	Request for Proposal
Category:	IT
Status:	Open
Published:	05/31/2006
Due Date:	06/12/2006
Due Time:	2:00 PM Local Time

Solicitation Contact

Name:	Carrie Leininger
Address:	101 W. Jefferson, Springfield, IL 62702
Phone:	217-785-4025
Fax:	217-524-2552
E-Mail Address:	cleininger@revenue.state.il.us

Class Code

Class Codes:	E110 EDP; Consulting Services E130 EDP; Programming Services E440 EDP; Mid Range Software (AS400; RISC) E610 EDP; Other

Attachments

To download file(s), click on filename(s) located below. Not all Addendums will have files to download. If not logged into the system, a login prompt will display. If you are not registered with the site, click on Registration located at the top of this page to register.

File Attachments:

- FY06 ITS Vendor Questions and Responses.doc (77824 Bytes)
- FY06 ITS Napersoft Conversion Info.doc (23552 Bytes)
- FY06 ITS Estimated Conversion Volume 2006-05-27.xls (31744 Bytes)

- FY06 ITS IDOR Process Flows 05-31-06.xls (178688 Bytes)

Receipt of this Addendum acknowledged by: James G Harrison

James Harrison, Partner
Fast Enterprises, LLC

9. State Forms Required of the Vendor

5.2.9 STATE FORMS REQUIRED OF THE VENDOR: The Vendor is required to complete and submit all forms listed below (with the exception of Attachments E and F) as part of the offer. It is important to note that the section references State forms that the Vendor must complete as part of the procurement process and does not serve as an opportunity to insert their own forms.

In this section, we have included the following State forms required of us as a Vendor:

Attachment	Form
A	Qualification Form
B	Business and Directory Information
C	References
D	Department of Human Rights (DHR) Public Contract Number
G	Conflicts of Interest Disclosures
H	Taxpayer Identification Number
I	Information Regarding Terminations, Litigation and Debarment

We have not included any of our own forms.

Attachment A
Qualification Form

The undersigned authorized representative of Vendor submits the following and hereafter attached Qualification Information to the AGENCY with the understanding that the AGENCY will use and rely upon the accuracy and currency of the information in the evaluation of Vendor's Offer to the Agency/Buyer.

VENDOR (Official Name and D/B/A)

Fast Enterprises, LLC

Signature	James G Harrison	Date	**June 12, 2006**
Printed Name	**James G. Harrison**	Title	**Partner**
Address	**6400 S. Fiddler's Green Circle, Suite 1500**		
City/State	**Greenwood Village, CO**	Zip Code	**80111**
Telephone	**1.877.275.3278**	Facsimile	**1.303.770.3701**
E-mail	**JHarrison@GenTax.com**		

Attachment B
Business and Directory Information

(a)	Name of Business (Official Name and D/B/A) **Fast Enterprises, LLC**
(b)	Business Headquarters (include Address, Telephone and Facsimile) **6400 South Fiddler's Green Circle, Suite 1500** **Greenwood Village, CO 80111** **Tel: 1.303.770.3700** **Fax: 1.303.770.3701**
(c)	If a Division or Subsidiary of another organization provide the name and address of the parent **Not applicable**
(d)	Billing Address **800 Park Boulevard, Suite 720** **Boise, ID 83712**
(e)	Name of Chief Executive Officer **Martin J. Rankin**
(f)	Customer Contact (include Name, Title, Address, Telephone, Toll-Free Number, Facsimile and E-mail) **James Harrison** **Partner** **6400 S.Fiddler's Green Circle, Suite 1500** **Greenwood Village, CO 80111** **Tel : 1.877.275.3278** **Fax : 1.303.770.3701** **e-mail : JHarrison@GenTax.com**
(g)	Company Web Site **www.gentax.com**
(h)	Type of Organization (i.e., Sole Proprietor, Corporation, Partnership, etc. -- should be the same as on the Taxpayer ID form below) **Partnership**
(i)	Length of Time in Business **Nine years**
(j)	Annual Sales (for most recently completed Fiscal Year) **$ 19,138,000 – from audited financial statements for 2004**

(k)	Number of Full-Time Employees (average from most recent Fiscal Year) **170**
(l)	Type of and description of business **Fast Enterprises, LLC specializes in providing services and products to government revenue agencies. Our premier product is GenTax, the world's first commercial off-the-shelf (COTS) integrated tax processing product.**
(m)	State of incorporation, state of formation or state of organization **State of New York**
(n)	Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of this RFP. **6400 South Fiddler's Green Circle, Suite 1500** **Greenwood Village, CO 80111** **Tel: 1.303.770.3700** **Fax: 1.303.770.3701** **800 Park Boulevard, Suite 720** **Boise, ID 83712** **Tel: 1.208.433.9244** **Fax: 1.208.433.9863**
(o)	Identify the Vendor's accounting firm **Mountain States Professional, PLLC**
(p)	The successful Vendor will be required to register to do business in Illinois. If already registered, provide the date of the Vendor's registration to do business in Illinois and the name of the Vendor's registered agent in the State. **Registered on 12/29/2005** **Registered Agent is C T Corporation System**

Attachment C
References

Provide references from established firms or government agencies. See section 4.8.1.5 in the RFP for the types of references required and specific information to be provided for each reference.

(1) Firm/Government Agency (Name): Louisiana Department of Revenue	Contact Person Name: Kenneth Comeaux Address: Office of the Secretary 617 N. Third Street Baton Rouge, Louisiana 70802 Phone: (225) 219-2700 E-mail Address: Kenneth.Comeaux@LA.gov
Types of Supplies/Services Provided and Dates Provided/Contracted: Implemented GenTax Integrated Tax System, May 2002 - May 2005	
(2) Firm/Government Agency (Name): New Mexico Taxation and Revenue Department	Contact Person Name: Loretta Silva Address: 1100 St. Francis Drive Santa Fe, New Mexico 87502 Phone: (505) 827-2289 E-mail Address: Loretta.silva@state.nm.us
Types of Supplies/Services Provided and Dates Provided/Contracted: Implemented GenTax Integrated Tax System, March 2002 - September 2003	
(3) Firm/Government Agency (Name): Wisconsin Department of Revenue	Contact Person Name: Oskar Anderson Address: 2135 Rimrock Rd Madison, WI 53713 Phone: (608) 266-0218 E-mail Address: oanderso@dor.state.wi.us
Types of Supplies/Services Provided and Dates Provided/Contracted: Implementing GenTax Integrated Tax System, May 2005 – April 2007	

Below, we have provided three additional references for your consideration.

(4) Firm/Government Agency (Name):	Contact Person Name: Steve Wilson
Idaho State Tax Commission	Address: PO Box 36 Boise, ID 83722 Phone: (208) 334-7853 E-mail Address: swilson@tax.idaho.gov
Types of Supplies/Services Provided and Dates Provided/Contracted: Implemented GenTax Integrated Tax System, May 2000 – March 2002	
(5) Firm/Government Agency (Name):	Contact Person Name: Margaret Kauska
Montana Department of Revenue	Address: 125 N Roberts Helena, MT59604 Phone: (406) 444--9535 E-mail Address: mkauska@mt.gov
Types of Supplies/Services Provided and Dates Provided/Contracted: Implementing GenTax Integrated Tax System, August 2003 – June 2007	
(6) Firm/Government Agency (Name):	Contact Person Name: Cathy Forsch
North Dakota Office of State Tax Commissioner	Address: 600 E Boulevard Ave, Dept. 127 Bismarck, ND 58505 Phone: (701) 328-2783 E-mail Address: cforsch@state.nd.us
Types of Supplies/Services Provided and Dates Provided/Contracted: Implementing GenTax Integrated Tax System, April 2005 – June 2007	

Attachment D
Department of Human Rights (DHR) Public Contract Number

If Vendor has employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this RFP in the Illinois Procurement Bulletin (or issuance date if not published), then Vendor must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the offer opening date. If the Agency cannot confirm compliance, it will not be able to consider the bid or offer. Please complete the appropriate sections below.

Name of Company (and D/B/A): **Fast Enterprises, LLC**

DHR Public Contracts Number: **124387-00**

_____(check if applicable) The number is not required as the company has employed 14 or less full-time employees during the 365-day period immediately preceding the publication of this RFP in the Illinois Procurement Bulletin (or issuance date if not published).

IF NUMBER HAS NOT YET BEEN ISSUED:

Date Completed Application was submitted to DHR: _____

Date of Expiration: _____

NOTICE:

Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current DHR number as a condition of contract eligibility (44 IL Adm. Code 750.210(a)).
Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998, are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 90000-00-0.
IF YOUR ORGANIZATION HOLDS AN EXPIRED NUMBER, YOU MUST RE-REGISTER WITH DHR.
Bidder/Vendor may obtain an application form by:

1. **Telephone**: Call the DHR Public Contracts unit between Monday and Friday, 8:30 a.m. to 5:00 p.m. CST, at (312) 814-2431
2. **Internet**: Download the form from the Internet at http://www.state.il.us/cms/1_selling/vendfrms.htm. In the Purchasing area of CMS home page, click the "Download Vendor Forms" line.
3. **Mail**: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, Illinois 60601.

Attachment G
Conflicts of Interest Disclosures

Instructions. The Illinois Procurement Code requires that Vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below (30 ILCS 500/50-13 and 50-35 (a)(b)(h)).

Vendor shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3, and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. In addition, you must complete Sections 2, 3, and 4 for contracts with an annual value exceeding $10,000 that must be procured using one of the authorized competitive methods of source selection.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (Sections 2, 3, and 4) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the Vendor (or its parent). However, that person must have verified the information with each affected individual.

INSIDER INFORMATION PROHIBITION: Section 50-50 of the Illinois Procurement Code prohibits any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

Vendor's response to this RFP must include a notarized affidavit signed by the Vendor that reads as follows:

> "Vendor affirms that it neither possessed nor used any confidential information of the Department of Revenue in preparing its response to this RFP, regardless of whether such confidential information was obtained from any current or former elected or appointed State official or State employee, or otherwise."

Vendor Information
This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: Fast Enterprises, LLC
D/B/A (if used):
Name of any Parent Organization:
Address: 6400 S. Fiddler's Green Circle, Suite 1500 Greenwood Village, CO 80111
Contact Person: Name: James Harrison Title: Partner Address: 6400 S. Fiddler's Green Circle, Suite 1500 Greenwood Village, CO 80111 Telephone/Fax: (877) 275-3278 / (303) 770-3701

Section 1: Section 50-13 Conflicts of Interest

(a) Prohibition. It is unlawful for any person holding an elective office in this State holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois **[$90,414.60],** or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor **($150,691.00],** to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor **[$301,382.00],** to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

(f) Exceptions.

(i) Public aid payments. This Section does not apply to payments made for a public aid recipient.

(ii) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, or State University.

(iii) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.

(iv) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or

in behalf of a child or family served by the Department of Children and Family Services.

(v) Licensed professionals. Contracts with licensed professionals provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the departments of Children and Family Services, Human Services, Public Aid, Public Health, or Aging.

CHECK ONE:

✓ No Conflicts Of Interest

_____ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Attachment H
Taxpayer Identification Number

I certify that:

1. 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**
2. 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**
3. I am a U.S. person (including a U.S. resident alien).

Name (Printed): Fast Enterprises, LLC

Taxpayer Identification Number:

Social Security Number_____
or
Employer Identification Number_____

Legal Status (check one):

_____Individual	_____Governmental
_____Sole Proprietorship	_____Nonresident alien
✓ Partnership/Legal Corporation	_____Estate or Trust
_____Tax-exempt	_____Pharmacy (non-corporate)
_____Corporation providing or billing medical and /or health care services	_____Pharmacy/Funeral Home/Cemetery (Corp.)
_____Corporation NOT providing or billing medical and / or health care services	_____Other_____

Attachment I
Information Regarding Terminations, Litigation and Debarment

The Agency/Buyer requests that the Vendor provide the following information:

1. During the last five (5) years, has the Vendor had a contract for services terminated for any reason? If so, provide full details related to the termination.

   No.

2. During the last five (5) years, describe any damages or penalties or anything of value traded or given up by the Vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the Vendor.

   None.

3. During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice or activity.

   None.

4. During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the Vendor to perform the required services. The Vendor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid Offer or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid Offer, and with respect to the successful Vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Agency.

   There are no pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of Fast Enterprises, LLC to perform the required services.

   Neither Fast Enterprises, LLC nor its partners has ever been convicted of a felony.

5. During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the Vendor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.

   No.

This section of our response details those exceptions to the RFP terms that have not already been enumerated in our response.

Page 63; Section 5.3.1; Software Product(s) Licenses
In accordance with the RFP, we are providing a GenTax license that is perpetual. The license will allow use within the executive branch of government in Illinois. This will allow, for example, the State to continue using GenTax to administer Withholding Income Tax even if the administration of that tax should be transferred from IDOR to another State agency. The license will also allow IDOR to administer additional tax types beyond the forty to be implemented as part of this project without incurring additional license fees. The license we are granting will allow the State to use GenTax to administer all tax and revenue programs normally administered by a State tax agency. This means that the State will not be able to use GenTax to administer programs such as Driver Licensing, Vehicle Titling, Vehicle Registration, Unemployment Insurance, Unclaimed Property, Child Support, and Real Property. Also, the license we will grant will cover all GenTax modules necessary to meet the requirements of the RFP. At this time, there are several modules provided by Fast which are not in scope and may incur additional license fees, should the State choose to implement them. They are:

1) Taxpayer Access Point
2) GenTax Discovery
3) GenTax Collections Standalone
4) GenTax Audit Standalone.

This section of our response details our proposed changes, additions and reductions to the Sample Contract for Services included in the RFP.

Page 6; Section 4.1.2.6; Proposed Payment Schedule
We are proposing an alternate delivery schedule which results in one additional Payment Task. Also, we are proposing some differences in the taxes/functions delivered as part of the 2nd and 3rd Payment Tasks. Please see Section 4.4.1 of our response for details related to our proposed delivery schedule.

Page 7; Section 4.1.2.6; Implementation Deliverables
FAST agrees to provide the required Deliverables. Any additional documents prepared or provided by FAST during the course of the project shall be considered working papers and not actual Deliverables.

The majority of paper Deliverables (plans, manuals, reports) will be completed before the production cutover date of the respective Phase. However, the "Operations Manual" and the "Procedures Manual" will only be drafted before the production cutover date and will not be completed until the Milestone Date. Also, the "Systems User Guide" and the "Procedures Manual" are delivered as part of GenTax on-line help. If necessary, GenTax on-line help content can be spooled to a printer.

Page 9; Section 4.2.4; Schedule of Work
FAST project team members will require 24x7 access to the project work space.

Page 11; Section 4.2.13; Antitrust Assignment
FAST requests rewording or deleting this section. It is quite broad and open-ended in the way that it requires the vendor to surrender everything related to antitrust claims.

Page 11; Section 4.3.1; Confidentiality
Suggest changing:
"may have access to confidential data maintained by the Agency/Buyer"
to:
"may have access to confidential data belonging to the Agency/Buyer"

Page 11; Section 4.3.2; Confidential Information May Not Be Disseminated
Suggest changing:
"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 Agency/Buyer, either during the period of the Contract or thereafter. Any data supplied to or created by the Vendor shall be considered the property of the Agency/Buyer. The Vendor 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 request of the Agency/Buyer."
to:
"No Agency/Buyer 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 Agency/Buyer, either during the period of the Contract or thereafter. Any data supplied to the Vendor by the Agency/Buyer shall be considered the property of the Agency/Buyer. The Vendor must return any and all Agency/Buyer data in whatever form it is maintained promptly at the request of the Agency/Buyer."

Page 11; Section 4.3.3; Subpoena
Suggest changing:
"In the event that a subpoena or other legal process is served upon the Vendor for records containing confidential information, the Vendor shall promptly notify the Agency/Buyer and cooperate with the Agency/Buyer in any lawful effort to protect the confidential information."
to:
"In the event that a subpoena or other legal process is served upon either party for records containing confidential information, the party being served shall promptly notify the party owning the confidential information and cooperate with the owning party in any lawful effort to protect the confidential information."

Page 11; Section 4.3.4; Reporting Unauthorized Disclosures
Suggest changing:
"The Vendor shall immediately report to the Agency/Buyer any unauthorized disclosure of confidential information."
to:
"Each party shall immediately report to the other party any unauthorized disclosure of the other party's confidential information."

Page 12; Section 4.3.5.1; Use of Work Product
Suggest changing:
"Work product produced under this Contract, including,"
to:
"Work product produced under this Contract for the sole use of Agency/Buyer, including,"

Page 12; Section 4.3.5.6; Use of Work Product
Suggest changing:
"that Vendor previously developed and brings to the Agency/Buyer"
to:
"that Vendor previously developed or develops for general customer use and brings to the Agency/Buyer"

Page 12; Section 4.3.6; Survives Termination
Suggest changing:
"Vendor's obligations regarding Confidential"
to:
"The parties' obligations regarding Confidential"

Page 12; Section 4.3.7; Vendor Confidential Information
Suggest adding:
"Vendor, in the course of discharging its duties pursuant to this Contract, may provide to Agency/Buyer access to Vendor confidential information which includes, but is not limited to, designs, inventions, specifications, techniques, models, data, source code or object code, trade secrets, know-how and information relating to the technology, customers, business plans, promotional and marketing activities, pricing policies, finances and other business affairs of Vendor. Agency/Buyer agrees to protect the confidentiality of such confidential information, using at least the same degree of care as it uses in maintaining the confidentiality of its own confidential information, but always at least a reasonable degree of care. Agency/Buyer shall not allow any third party access to Vendor confidential information without first obtaining written authorization from Vendor."

Page 13; Section 4.4.6; By the State
Suggest adding:

4.4.6 **BY THE STATE:** The State agrees to indemnify and hold harmless the Vendor, its officers, employees, agents and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including the reasonable fees and expenses of attorneys required to defend Vendor, related to or arising from:

4.4.6.1 Any breach by the State of this Contract;

4.4.6.2 Any negligent, intentional or wrongful act or omission of the State or any agent or subcontractor utilized or employed by the State;

4.4.6.3 The State's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the State;

4.4.6.4 Any failure by the State to comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing its duties under this Contract;

4.4.6.5 Any failure by the State to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the State to conduct business in the State of Illinois;

4.4.6.6 Any infringement by the State of any copyright, trademark, patent, trade dress, or other intellectual property right; or

4.4.6.7 Any failure by the State to adhere to the confidentiality provisions of this Contract.

Page 13; Section 4.4.7; State Liability

Suggest adding:

"State agrees to assume, without limitation, all risk of loss and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of the State, its employees, agents, or subcontractors in the performance of the Contract. State shall do nothing to prejudice Vendor's right to recover against third parties for any loss, destruction, or damage to Vendor property, and shall at Vendor's request and expense, furnish to Vendor reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of Vendor in obtaining recovery. Neither party shall be liable for incidental, special or consequential damages.

Page 15; Section 4.5.7; Title to Property and Equipment

Suggest changing:

"title to any property assigned, conveyed or licensed to the Agency/Buyer is good"

to:

"title to any property assigned, conveyed or licensed to the Agency/Buyer pursuant to this Contract is good"

Page 15; Section 4.5.8; Equipment and Supplies Quality

Suggest changing:

"Vendor warrants that all equipment and/or supplies shall be new"

to:

"Vendor warrants that all equipment and/or supplies provided by Vendor pursuant to this Contract shall be new"

Page 15; Section 4.5.10; Technology Updates

Suggest changing:

"The Vendor represents warrants that it shall continually use and integrate the most current and up-to-date technology commercially available."

to:

"The Vendor represents and warrants that, in the performance of this contract, it shall continually use and integrate the most current and up-to-date technology commercially available and accepted in the general marketplace as proven and reliable."

Page 20; Section 4.8.2.7; Termination for Cause with Notice
Suggest changing:
"The Vendor has infringed any patent"
to:
"The Vendor, in the performance of this Contract, has infringed any patent"

Page 23; Section 4.9.17; Obligations Beyond Contract Term
Suggest deleting:
"All obligations of the Agency/Buyer and the Vendor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract."

This requirement is better handled in Section 4.9.4 (Page 22) where the sample contract reads "All provisions that by their nature would be expected to survive, shall survive..."

APPENDIX A

Technical Proposal

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4.10	Presentations and Site Visits	4.101
4.11	IDOR Tax Administration Definitions	4.102
4.12	IDOR Tax Administration Acronyms or Acronyms Pertinent to this RFP	4.102
4.13	Selected Illinois Tax Categories and Registered Taxpayers as of 12/31/2005	4.102
4.14	(Not allocated)	N/A
4.15	Business Process Reengineering	4.103
4.16	Data Conversion Services	4.104
5. Technical Experience		5.1 – 5.12
6. Personnel		6.1- 6.23
7. Financial Capacity		7.1
(Financial statements in sealed envelope in Technical Proposal Original only)		
8. Changes to the RFP		8.1 plus 7 pages
(RFP Addendum cover pages, signed to acknowledge receipt)		
9. State Forms		
Attachment A. Qualification Form		1 page
Attachment B. Business and Directory Information		2 pages
Attachment C. References		2 pages
Attachment D. DHR Public Contract Number		1 page
Attachment G. Conflicts of Interest Disclosure		24 pages
Attachment H. Taxpayer Identification Number		1 page
Attachment I. Information Regarding Terminations, Litigation and Debarment		1 page
Addendum: Exceptions		A.1 – A.5
Bid Bond		
(Bid Bond in sealed envelope in Technical Proposal Original only)		

The GenTax® product is owned by Fast Enterprises, LLC.
GenTax® is a registered trademark of Fast Enterprises, LLC.

4.10 Presentations and Site Visits

4.10.1 Presentations

IDOR reserves the right to request vendor presentations during the bid evaluation period. These presentations may be limited to selected vendors and will be scheduled as needed to ensure that IDOR understands and properly evaluates each COTS ITS. Presentations will be made at IDOR in Springfield, Illinois.

We would be pleased to provide a presentation to IDOR to demonstrate GenTax, clarify our proposal, and/or respond to specific questions during the period specified for Selected Vendor Presentations in the June 6, 2006 Addendum to the RFP (July 17 through 21, 2006). We would deliver such a presentation at IDOR in Springfield at no cost to the State.

We respectfully request that IDOR provide the requirements for such a presentation at the earliest possible date in order to give us adequate time to prepare.

4.10.2 Site Visits

IDOR reserves the right to request site visits from the top two bidders. At the time the top bidders are identified, they will be asked to submit three potential site locations from which IDOR will select up to two to visit. These visits will be to sites that have successfully put the bidder's COTS system, or a similar COTS system, into production and will be for the purpose of enhancing IDOR's knowledge of the bidders' products and their implementations in environments equivalent or similar to IDOR.

We would be pleased to arrange with three of our current clients for a potential site visit from IDOR. These sites can be selected from among the seven US states where GenTax is in production.

Technical Proposal

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GenTax® is a registered trademark of Fast Enterprises, LLC.

Microsoft Corporation
5335 Wisconsin Avenue, N.W.
Suite 600
Washington, DC 20015

Tel 202 895 2000
Fax 202 364 8853
http://www.microsoft.com

Microsoft

May 31, 2006

Mr. Brian Hamer
Director
Department of Revenue
State of Illinois
101 W Jefferson
Springfield, IL 62794

Dear Mr. Hamer:

Microsoft is pleased to have partnered with FAST Enterprises on this response to the Integrated Tax System RFP. The intent of this letter is to provide the Department of Revenue an understanding of the strength of the Microsoft/FAST Enterprises partnership. Additionally, the Microsoft team feels it is important to stress that we are committed to supporting FAST, in any way feasible, to help ensure the success of this Integrated Tax System at the IL Dept. of Revenue.

Microsoft has a long track record of helping revenue agencies around the world achieve efficiencies and better citizen services through the use of technology. We believe that the FAST Gentax solution can help revenue agencies do just that. Therefore, Microsoft has chosen to establish a strong alliance with FAST. We have worked with FAST on numerous client implementations and have seen first hand the ability for FAST to deliver successfully on a consistent basis.

We look forward to partnering with FAST on the implementation of an Integrated Tax System at the State of Illinois Department of Revenue. We are confident that the FAST solution will provide IL with a system that meets your agencies needs, in the most cost effective manner.

Sincerely,

Linda Zecher

Linda Zecher
Vice President
US Public Sector

FAST
ENTERPRISES

June 12, 2006

Illinois Department of Revenue
Attn: Cathy Hubbs, MC 6-100
101 West Jefferson
Springfield, IL 62702
c/o Revenue Integrated Tax System – IDOR ITS FY06

Dear Ms. Hubbs,

Fast Enterprises, together with our business partner Microsoft, is pleased to present this response to the State of Illinois Department of Central Management Services' Request for Proposals, Reference Number IDOR ITS FY06, for an Integrated Tax System for the Illinois Department of Revenue, issued May 10, 2006.

We recognize that the path ahead is both an exciting and a challenging one. Implementing a tax processing system can be a significant undertaking fraught with risk. We believe that a partnership with Fast Enterprises to implement GenTax® represents a real opportunity for the Illinois Department of Revenue to mitigate these risks and realize its information system goals.

PRODUCT

- GenTax® is the only production-proven integrated tax commercial off-the-shelf (COTS) solution processing multiple taxes at multiple jurisdictions in the United States.

PEOPLE

- Our business is integrated tax. We know how to implement GenTax® so that it effectively and efficiently meets the business needs and objectives of a revenue agency.

DELIVERY

- The states of Idaho, New Mexico, Louisiana, Montana, Wisconsin, North Dakota, Alabama, West Virginia, and Utah have all chosen GenTax® as their integrated tax processing solution. We hope to welcome Illinois into this partnership, sharing in the use of a common solution that has been delivered on time and on budget in every implementation.

We look forward to the possibility of working with the Illinois Department of Revenue. We are confident that we can share with you the same success we are enjoying with our current clients.

Please do not hesitate to call for further information.

Sincerely,

James G. Harrison

James G. Harrison
Partner - Fast Enterprises, LLC

6400 S. FIDDLER'S GREEN CIRCLE, SUITE 1500
GREENWOOD VILLAGE, CO 80111
TELEPHONE: 303.770.3700 FAX: 303.770.3701
WWW.GENTAX.COM

4. Technical Approach

Our detailed response to the requirements stated in Section 4 of the RFP begins below.

We have reproduced the section numbers and content from the RFP for the convenience of the reader.

4. PRODUCTS AND SERVICES REQUIRED FROM THE VENDOR

The Agency/Buyer will detail the specific requirements and needs for which the Contract is to address. This section will include the Agency/Buyer's needs, goals and requirements as well as any other specifications. This information should be used by the Vendor to prepare its Offer and will also constitute the terms of the Contract.

4.1 Need for Products and Services

The Illinois Department of Revenue (IDOR) currently uses a variety of legacy computer applications running on a number of different hardware platforms to administer over 70 state taxes. The IDOR is seeking to replace a number of these old tax administration systems, which supports 40 tax types with a Commercial Off-The-Shelf (COTS) integrated tax processing solution (ITS) and the infrastructure required to support it.

We propose to implement GenTax, our solution for integrated tax administration, to administer the 40 taxes currently administered with the legacy tax administration systems that IDOR wishes to retire.

4.2 Goals and Objectives

4.2.1 Replace existing applications and related hardware used to administer taxes by IDOR with a single COTS ITS solution that supports IDOR's core business processes.

GenTax is an integrated tax administration solution that addresses virtually all of the requirements of a revenue agency administering multiple taxes.

The ITS solution and related infrastructure should

simplify application administration;

Administration of the installed GenTax application is simplified through:

- *Configurability.* GenTax is designed to support an agency implementing multiple taxes, with associated business and processing rules, with minimal programming. Future tax types and changes to the business rules for current tax types can often be implemented primarily through configuration. GenTax configuration covers almost all aspects of the system including returns, letters, penalty, interest, transactions, customer types, workflow, screen layouts, terminology, and window flow.

- *Software Architecture.* FAST has developed a strict set of standards that allow an agency to extend the system while maintaining the integrity of the underlying GenTax software. These standards include naming standards to avoid name clashes and to create and integrate new database tables, parameter tables, reports, letters, interfaces and custom online and batch processes. This powerful plug-in capability allows an agency to incorporate site-specific rules, letters, reports, processes, and windows without compromising the base product.

- *Maintainability.* Through payment of the annual license fee, the agency will be entitled to access product maintenance items ("hot fixes", service packs, and new releases) as they are made available by FAST solution centers. This is a way of outsourcing software development and maintenance while keeping responsibility for maintaining business rules and administering revenue programs. A long term relationship between the agency and FAST ensures continued support and maintenance of the system.

- *Auto-deployment.* GenTax includes a mechanism to auto-deploy upgrades to individual components and cached reference data at GenTax startup.

improve data quality and access for users;

GenTax is a rules-based, on-line, integrated tax administration system that uses an integrated relational database. Consistent application of rules and database integration contributes to data quality. Online access, powerful application tools, and the flexibility of a relational data structure contribute to improved data access.

increase voluntary compliance and collections; and

The ability to integrate all tax data about a particular taxpayer provides an aggregated view of the taxpayer's filing, payment, collections, and audit history. This will assist IDOR in pursuing any taxpayer mistakes or delinquencies in a timely manner. Combined with other tools available in GenTax such as risk-based collection, liens, and bankruptcy management, this will lead to enhanced collections and will contribute to the public knowledge that IDOR is tracking non-compliant taxpayers. Pursuing these taxpayers will help educate otherwise compliant individuals and will bring into compliance those individuals who would otherwise not comply. The result is increased voluntary compliance.

reduce both operational and technology maintenance costs.

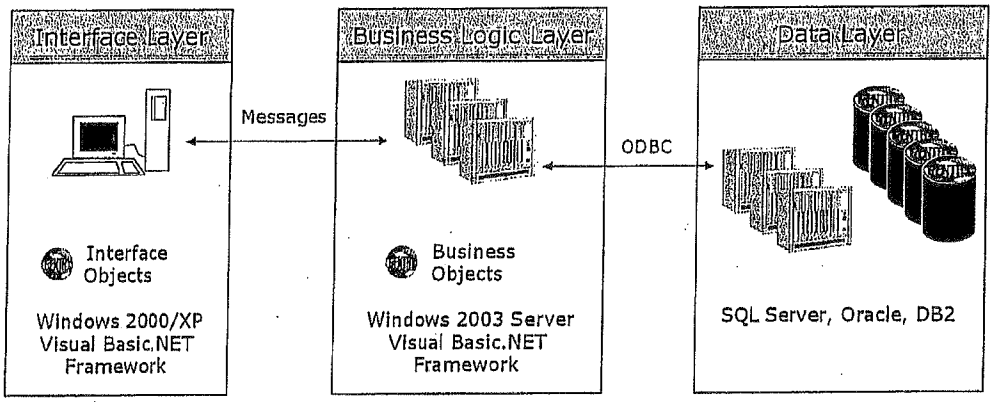
GenTax invariably reduces ongoing operational and technology maintenance costs. Some key reasons include:

- Commodity Intel-compatible servers are employed. These are substantially cheaper to operate and maintain than mainframe or UNIX based hardware.
- The proposed DBMS is Microsoft SQL Server 2005. SQL Server is generally accepted to be the most affordable enterprise relational DBMS, yet still provides excellent performance and availability.
- An enterprise storage area network (SAN) is proposed to consolidate storage so that it may be easily and efficiently managed.
- GenTax utilizes a simple and consistent technology platform with a central data repository, which will eventually eliminate the complexity and added costs of maintaining multiple complex server platforms.
- In the application support environment, all coders are working in a single technology (VB.NET) within an integrated development environment with a rich set of supporting tools. The need to maintain skills and expertise in multiple development technologies is almost eliminated.

Major components of the ITS will include:

4.2.1.1 New Application(s) – The COTS ITS solution should be an n-tier,

GenTax is a multi-tier client-server application.



The **Interface Layer** manages the end-user interface on the desktop and applies data validation business rules. It runs on a Microsoft Windows client machine at the end-user workstation. GenTax Interface Objects implement a graphical user interface that applies basic business rules in real time as the user enters or selects data values. Messages are sent to and responses received from the GenTax Business Objects that run on the business logic layer.

The **Business Logic Layer** applies further business rules to implement system processes, either automatically or on user request. It runs on one or more Microsoft Windows server machines. GenTax Business Objects apply business logic and request database updates through an ODBC interface. The number of application servers is variable and is determined by the system load to be supported. It is at this layer that the processing scalability of GenTax is implemented by installing multiple application servers.

The **Data Layer** is where the business data is stored, retrieved, maintained, and managed. The databases are vertically partitioned so that multiple database servers can be installed, driven by processing demands and data volume.

Note: GenTax supports three industry-leading relational database management systems (RDBMS). While we leave the choice of RDMS to the agency, this proposal is based on using SQL Server.

online, real-time (OLRT) system ...

GenTax is a functionally rich, state-of-the-art, online, integrated system. Except for user or system actions that are specifically meant to update data elements only in a batch mode (uploading batches of return data, uploading payment batch data, uploading change requests from standalone audit or collections functionality, and so on), GenTax allows for posting, edits, and changes in real time. Common examples are in correcting errors on, or changes to, taxpayer demographic and profile information, resolving suspended payments and/or returns, and reconciling taxpayer account information (reversing and re-applying payments, for example). It should be noted that any real-time changes to taxpayer, return, and/or account data are logged and stamped with user login ID and date and time of change. Prior versions of changed data are never deleted from the system and can be displayed as historical information.

... that supports all of IDOR's primary business processes including:

4.2.1.1.1 a comprehensive registration system; (see function 1.1.1.5 in the Function Matrix)

GenTax is an integrated tax administration system that uses an integrated, relational database. All GenTax functional subsystems share this single registry. This substantially reduces duplication of data and the need for redundant re-entry of data.

The GenTax Customer Manager provides a comprehensive set of functions to maintain customer (taxpayer) registration and demographic information, including:

Customer

- Search for customers
- Add new customers
- Maintain customer and agency-specific attributes
- Maintain names
- Maintain and validate addresses
- Maintain identities
- Maintain contacts
- Maintain links
- Maintain indicators
- Maintain account attributes
- Maintain SIC
- Maintain NAICS
- Maintain attachments
- View customer summary
- Track/view system activity by customer or user
- Check spelling of user notes

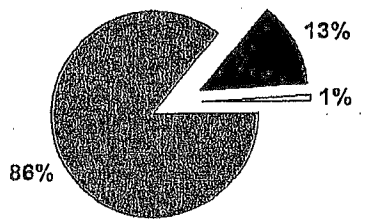
Our responses to the Registration Functional Requirements (Section 3 of the Function Matrix) are summarized in the table on the following page.

Registration Functional Requirement Category	1) Base Product	2) Site Specific	3) Not included
3.1 General	32	6	0
3.2 Name Edit/Validation/Searching	2	1	0
3.3 Address Edit/Location Validation/Standardization/ Searching	6	5	0
3.4 FEIN/SSN Edit/Validation/Search	2	1	0
3.5 Multiple Taxes	3	0	0
3.6 Multiple Locations	2	0	0
3.7 Multiple Entity Names	14	1	0
3.8 Unitary Taxpayers	7	0	0
3.9 Registration/Licensing/ Permitting and Inventory Tracking- New and Renewal	9	0	0
3.10 Account Closing	1	0	0
3.11 Account Review	1	0	0
3.12 Data Edit	5	0	0
3.13 Reporting	4	0	0
3.14 Service Levels	6	0	1
3.15 Exception Handling	2	1	0
Registration Functional Requirements Totals	96	15	1

Function Matrix Section 3:

Registration Functional Requirements

Coverage



4.2.1.1.2 a state-of-the-art financial management system for taxpayer and revenue accounting; (see function 1.1.1.6 in the Function Matrix)

GenTax financial management functionality is delivered through five integrated modules:

- **Returns Manager**, which provides functions to receive, validate, post, and correct returns
- **Payments Manager**, which provides functions to receive, post, validate, and correct payments and payment batches.
- **Financials Manager**, which provides functions to view and print financial transaction lists, view account and period summaries, perform transaction maintenance, and review account activity.
- **Refund Manager**, which provides functions to process refund requests.
- **Revenue Manager**, which provides functions to track and report revenue accounting and integrate with a external general ledger system.

The functions provided by these GenTax Managers are listed below and on the next page.

Returns	Receive return batches Create batches online Validate batches Process batches Search for batches Import returns from Excel Search for returns Key returns online Validate line items Adjust returns online	Maintain periods Direct returns for manual review Handle joint returns Issue correction notices Provide integrated imaging of returns Change addresses automatically
Payments	Receive payment batches Create batches online Validate batches Apply payments Track customer banking information Correct payments Reverse payments	Reapply payments Split payments Search for batches Search for payments Print vouchers Provide integrated imaging of payments
Financials	Issue notices of assessment Issue statements Calculate penalties and interest Post penalties and interest manually Post online transactions Manually reapply credits	Write off small balances Manage bulk write-offs Adjust transactions Reverse transactions Review accounts for user intervention Track offsetting credits and debits
Refund	Process refund requests Validate refunds Track refund approvals Maintain Refunds Consolidate refunds Process credit applications	Post refunds Support refunds outside of GenTax Support external credit claims Divert refunds to trustees Support direct deposit of refunds

Revenue	Create revenue models Define revenue periods Add revenue transactions Make manual adjustments	Update revenue transactions online Interface with general ledger systems to distribute funds to external entities

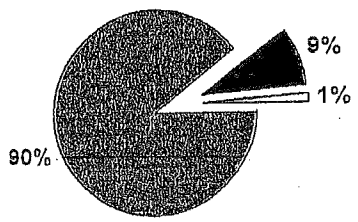
Our responses to the Processing and Accounting Functional Requirements (Section 4 of the Function Matrix) are summarized in the table below.

Processing and Accounting Functional Requirement Category	1) Base Product	2) Site Specific	3) Not included
4.1 General Accounting and Reporting	88	3	0
4.2 Initial Return Processing	20	10	2
4.3 Subsequent Return Processing	3	2	0
4.4 Suspended Return and Suspended Payment Processing	5	1	0
4.5 Extension Processing	1	0	0
4.6 Return and Payment Corrections Processing	10	0	0
4.7 Amended Returns Processing	13	0	0
4.8 Payment Processing	17	2	0
4.9 Inventory Management	3	0	0
4.10 Refund and Credit Processing	22	3	0
4.11 Billing/Liability	12	0	0
4.12 Unclaimed Property Processing	1	0	0
4.13 Write-off Processing	5	1	0
4.14 Manual Entry	1	0	0
4.15 Revenue Accounting	1	0	0
4.16 Reporting	5	0	0
4.17 Service Level	4	0	1
Processing and Accounting Functional Requirements Total	**211**	**22**	**3**

Function Matrix Section 4:

Processing and Accounting Functional Requirements

Coverage



4.2.1.1.3 a flexible case management system usable independently by various areas within IDOR including Audit, Collections, Hearings and Appeals, Legal, and others; (see function 1.1.1.7 in the Function Matrix)

4.2.1.1.4 comprehensive workflow routing, monitoring and management capabilities; (see function 1.1.1.8 in the Function Matrix)

GenTax workflow functionality is delivered through six integrated modules:

- **Work Items Manager**, which supports completion of tasks within the system. Work Items Manager forms the backbone of the user workbenches such as Audit and Collections.
- **Case Manager**, which functions to support multistage business activities such as hearings, appeals, legal, and so on.
- **Audit Manager**, which provides functions to manage working papers, financial postings, and audit recovery. The Audit Springboard provides an "auditor's workbench", bringing together audit workflow functionality with the information and functions needed by the auditor.
- **Collections Manager**, which provides functions to identify and process outstanding debts from customer accounts to ensure prompt follow-up of unpaid debts. The Collections Springboard provides a "collector's workbench", bringing together collection workflow functionality and the information and functionality needed to pursue debt.
- **Liens Manager**, which supports creation, maintenance, and tracing of liens.
- **Bankruptcy Manager**, which is sued to create, maintain, and manage bankruptcy cases.

The functions provided by these GenTax Managers are listed below and on the next page.

Work Items	Create work items Maintain work items Assign work items	View work lists Track work statistics
Case	Define case rules Create cases Link cases to customers or accounts	Generate work items Create correspondence View images of input documents Track resolution of cases
Audit	Manage audit activities Assign audit resources Track audit working papers Track audit activities Handle prepayments	Review, approve, and post audits Track audit recoveries Prepare timesheets *Enable standalone auditing (Optional; not included[1])*

[1] Standalone Audit is an optional feature of the GenTax Audit Manager. Since the Function Matrix does not list any requirements that would be addressed by GenTax Standalone Audit, it is not included in our proposal.

Collections	Create collections Set collection stages Automate collections Predict stages Assign collections List collections Track collection activities Issue remittance advice documents	Calculate collection risk Create collection letters Display customer habits Maintain collection work items Maintain payment plans Consolidate liabilities into one Collection *Enable standalone collecting (Optional; not included[2])*
Liens	Search for liens Create liens	Set lien stages Share lien information
Bankruptcy	Create bankruptcy cases Maintain filing periods Add claims Add custom penalty and interest calculations	Display assigned cases Create case letters Track bankruptcy activities Close bankruptcy cases

The Case Management Functional Requirements listed in Section 5 of the Function Matrix are further supported by the following integrated modules:

- **Refund Manager**, discussed in our response to RFP Section 4.2.1.1.2.
- **Reports Manager**, which provides functions to execute and manage programmed reports and ad hoc queries.
- **Letters/Mail Manager**, which provides functions to create and maintain letter templates and manage printing of documents, forms, and letters.
- **Imaging Manager**, which provides functions to index, store, and retrieve images.

The functions provided by these GenTax Managers are listed below.

Reports	Request reports online Generate reports View reports online Search for reports	Export lists to Excel or Word Make ad hoc queries Create data cubes
Letters/Mail	Create letters online Track issued letters Create letter templates Address letters Preview letters	Manage template versions Edit letters Process letters in bulk Make legal reprints Manage batch letter printing
Imaging	Input images online Input images in batches Index images Retrieve images	Store images independently Integrate images with returns, payments and registration documents

Our responses to the Case Management Functional Requirements (Section 5 of the Function Matrix) are summarized in the table on the following page.

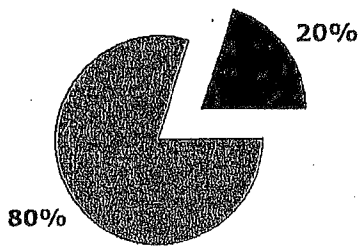
[2] Standalone Collections is an optional feature of the GenTax Audit Manager. Since the Function Matrix does not list any requirements that would be addressed by GenTax Standalone Collections, it is not included in our proposal.

Case Management Functional Requirement Category		1) Base Product	2) Site Specific	3) Not included
5.1	General	12	4	0
5.2	Amnesty DB	1	0	0
5.3	Audit	2	0	0
5.4	Bankruptcy	10	3	0
5.5	Collections	9	1	0
5.6	Collections Field Operations	2	0	0
5.7	Inter-Agency Debt Collection	4	2	0
5.8	Outside Collection Agency	0	3	0
5.9	Hearings and Appeals	8	4	0
5.10	Installment Contract Monitoring	3	0	0
5.11	Legal Department	1	0	0
5.12	Levy	1	1	0
5.13	Lien Tracking	3	2	0
5.14	Reasonable Cause	1	0	0
5.15	Refund Claims	1	1	0
5.16	(Not assigned)	-	-	-
5.17	Reporting	4	0	0
5.18	Service Level	1	0	0
Case Management Functional Requirements Total		**63**	**21**	**0**

Function Matrix Section 5:

Case Management Functional Requirements

Coverage



In our response to the preceding sections, we have provided statistical summaries of the following Functional Requirements categories in the Function Matrix:

- Registration
- Processing and Accounting
- Case Management

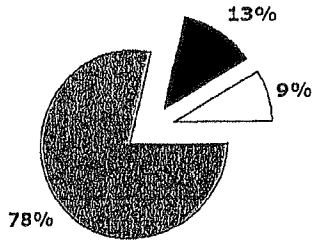
On the following page, we provide a statistical summary of the General and Universal (Cross Functional) Requirements categories in the Function Matrix.

Functional Requirement Category	1) Base Product	2) Site Specific	3) Not included
General Requirements			
1.1 Application Software, Operating System Software, and Hardware	N/A	N/A	N/A
1.2 Operational	N/A	N/A	N/A
1.3 Vendor Training, Support, and Help Desk	N/A	N/A	N/A
1.4 Conversion of Historical Data	2	0	0
Universal (Cross Functional) Requirements			
2.1 Annotation	7	0	1
2.2 Audit Trail	2	0	1
2.3 Business Rules	5	0	2
2.4 Correspondence/Document Management	1	0	0
2.5 Correspondence Management – Outgoing Documents	29	5	2
2.6 Clipboard – Users	1	0	1
2.7 Customization -Users	0	0	1
2.8 Dashboard	1	0	0
2.9 Decision Support/Decision Analytic	2	0	0
2.10 Document Management – Incoming Documents	7	0	0
2.11 Interface – System	1	2	0
2.12 Interface – Users	4	0	0
2.13 Inventory Management	0	0	1
2.14 On-line Help	2	1	0
2.15 Processing and Exception/Error Handling	9	0	0
2.16 Record Archival and Retention	0	0	2
2.17 Reporting	4	1	0
2.18 Search	0	1	0
2.19 Security	17	1	0
2.20 Workflow/Workload Management and Quality Review	7	6	0
General & Universal Functional Requirements Totals	**101**	**17**	**11**

Function Matrix Sections 1and 2:

General and
Universal (Cross Functional) Requirements

Coverage



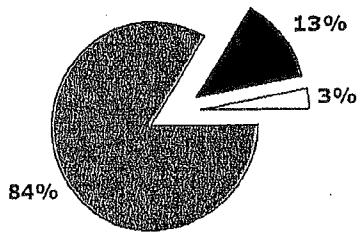
The overall statistics for the entire function matrix are shown blow.

Function Matrix Requirements Category	1) Base Product	2) Site Specific	3) Not included
1. General	2	0	0
2. Universal (Cross Functional)	99	17	11
3. Registration	96	15	1
4. Processing and Accounting	211	22	3
5. Case Management	63	21	0
Function Matrix Total	**471**	**75**	**15**

Function Matrix:

Overall

Coverage



4.2.1.1.6 a correspondence and noticing generation and correspondence tracking system; (see function 1.1.1.9 in the Function Matrix)

Correspondence and noticing generation and correspondence tracking are provided by the GenTax Letters/Mail Manager, which provides functions to:

Letters/Mail	Create letters online Track issued letters Create letter templates Address letters Preview letters	Manage template versions Edit letters Process letters in bulk Make legal reprints Manage batch letter printing

4.2.1.1.8 and the system must be capable of scaling to a minimum of 200% of the data and transaction volumes anticipated at the time of implementation. (see section 4.13 of this RFP)

GenTax runs on industry standard hardware, is built using Microsoft tools and technology and is architected for performance and scalability. The number of application servers is variable and is determined by the system load to be supported. It is at this layer that the processing scalability of GenTax is achieved by installing multiple application servers. These application servers can be added or replaced during the online processing day.

The databases are vertically partitioned so that multiple database servers can be installed to accommodate processing demands and data volume. We have sized the recommended Storage Area Network, the database servers, and the application servers to accommodate the 200% growth of data and transaction volumes.

The proposed hardware/software platform is scalable to the specified degree.

4.2.1.2 Service Levels - IDOR maintains a negotiated Service Level Agreement with CMS that addresses the performance expectations of its IT infrastructure. Within that SLA application performance metrics are specified at levels necessary for our Users to remain productive. The COTS ITS vendor will be required to provide a list of specific hardware and software components needed to maintain the following performance levels given the system sizing parameters listed in Section 4.13. The vendor should reference the CMS Technology Standards Taxonomy where applicable. Adherence to current State Standards is suggested, but not mandatory.

System Availability Target	99.% (general system availability 24 hours per day 7 days per week)
Number of Unplanned Incidents	<2 per year
Total Unplanned Downtime	< 30 minutes per incident
Percent of Processing Cycles Started On Time	98%
User Transaction Response Time	0.5 second avg, 90% of the time.

The infrastructure configuration that we recommend in response to RFP Section 4.3.4 has been sized appropriately to meet the stated service level requirements.

FAST and Microsoft are committed to delivering to IDOR a new Integrated Tax System for IDOR that is robust, secure, and scalable to meet the State's performance metrics. Both companies recognize that this will be a significant, highly visible project to deliver a mission critical application for a large agency. FAST and Microsoft will ensure that the underlying technologies will meet and exceed IDOR's needs.

4.2.1.3 Technology Infrastructure - The solution that you are proposing should be able to integrate/interface with the following State Standard Building Blocks:

- **Building Blocks (Target, Proof of Concept or Standards**
- **Desktop OS** (XP Professional (Standard), Vista (Target))
- **Email** Groupwise / Outlook (Standard)
- **End User Computing** – Excel Spreadsheet
- **End User Computing** – Microsoft Word Processing
- **Relational Database**
  - **Wintel** - DB2 8.1 (Standard), 8.2 (Target), SQL Server 2000 (Standard), 2005 (Proof of Concept)
  - **Midrange** – DB2 8.2
  - **Mainframe** – DB2 7.1 (Standard), 8.2 (Target)
- **Server**
  - **Wintel** – HP Proliant
  - **Midrange** – IBM P series
- **Mainframe** – IBM Z series

The table on the following page documents the adherence of our proposed platform to the State Standard Building Blocks specified above.

State Standard Building Block	Comparison of Proposed Technologies to State Standard Building Blocks	
	Standard	Target
Desktop OS • XP Professional (Standard) • Vista (Target)	Current version of GenTax supports XP Professional	Future version of GenTax will support Vista
Email • GroupWise / Outlook (Standard)	Current version of GenTax is compliant	Not applicable
End User Computing • Excel Spreadsheet	Current version of GenTax is compliant	Not applicable
End User Computing • Microsoft Word Processing	Current version of GenTax is compliant	Not applicable
Relational Database		
Wintel • DB2 8.1 (Standard), 8.2 (Target), • SQL Server 2000 (Standard), 2005 (Proof of Concept)	Current version of GenTax supports SQL Server 2000	Current version of GenTax supports SQL Server 2005
Midrange • DB2 8.2	Not applicable	Not applicable
Mainframe • DB2 7.1 (Standard) • 8.2 (Target)	Not applicable	Not applicable
Server		
Wintel • HP Proliant	Current version of GenTax is compliant	Not applicable
Midrange • IBM P series	Not applicable	Not applicable
Mainframe • IBM Z series	Not applicable	Not applicable

4.2.1.4 Input/Output Interfaces – IDOR intends to make optimal use of the native I/O capabilities of the COTS. To extend those native capabilities, separate projects are underway or planned to make major improvements to IDOR's capability for receiving and sending tax information; including enhanced interactive voice response (IVR) capabilities; document scanning and Optical Character Recognition (OCR) data capture capability, Internet services, and a Data Warehouse (DW). The ITS must be capable of being easily interfaced with these improvements as they occur. (see functions 1.1.1.17 & 2.11 in the Function Matrix for more information)

These types of interfaces have been implemented in multiple GenTax projects with minimal difficulty. For example, the Idaho State Tax Commission is operating interfaces to predictive dialer and IVR products. At the Louisiana Department of Revenue, an interface was implemented to IBM Content Manager during the initial implementation project, but work is underway to convert now to GenTax Imaging manager.

Please note that FAST provides companion products to GenTax that address:

- *Internet services.* Taxpayer Access Point (TAP) provides secure web access functions that allow taxpayers to manage their own accounts. The component functions of TAP can be configured to meet the client's specific business requirements. Further, TAP's design will allow agencies to configure additional web access functions to expand the scope of TAP in the future.

- *Data Warehouse.* Our Discovery product provides data warehouse capabilities for GenTax data and for data that an agency may receive from external sources. Functions are provided to load, retrieve, analyze, and mine external data. Discovery incorporates a case management tool as well as correspondence facilities to manage "leads" that are not yet taxpayers in GenTax. Discovery also includes functions to:
    - Load Internal Revenue Service (IRS) data
    - View IRS W2 Information
    - Submit IRS Information Requests
    - View federal and state personal tax return and schedule information for a selected year and two prior years.

Since Internet services and Data Warehouse are outside the scope of the current RFP, these products are not included in our current proposal.

4.2.1.5 Other Interfaces – Portions of some legacy applications and existing sources of tax information (including other State Agencies, other States, Federal agencies and third parties) will need to be interfaced with the ITS. (see functions 1.1.1.17, 2.11, & 2.12 in the Function Matrix for more information. A detailed list of interfaces will be available at the vendor's conference and posted to the Illinois Procurement Bulletin.)

We do not place a limit on the number of input or output interfaces included in our cost. Interfaces that are reasonable and necessary to administer the in-scope taxes will be provided.

4.2.1.5.1 At the current time, IDOR is utilizing an onsite, CMS controlled data center, containing an IBM 9672-R26 mainframe, running Z/OS V1.4, DB2 V7.1, XCOM V3.1, IAM V8.0 and FTP. Our legacy applications consume considerable quantities of VSAM (IAM) and DB2 resource. To provide an electronic query and update capability to our staff and internet users, we utilize Attachmate Extra V6.2, IBM MQSeries V5.3 and MS Host Integration Server 2000 V5.0. In the very near future, we will be implementing IBM DB2 Connect V8.2.

GenTax is able to interface with legacy systems via a variety of mechanisms. Direct access is possible using ODBC drivers and TCP/IP using a middleware interface such as MS Host Integration Server or IBM DB2 Connect. Other mechanisms include flat file and XML access via FTP or FTPS. GenTax can also expose and consume Web Services. We expect to evaluate each interface as required, and choose an appropriate technical approach given the source and platform of the legacy or external data.

4.2.1.6 ITS Operational Database – All data required to support the ITS will be stored in a centralized data repository. This operational database will support all ITS applications and provide the central point of integration for all system functionality. The database will be based upon the use of ODBC compliant relational database technology and support multiple data types, including data, voice, and images. (see function 1.1.4 in the Function Matrix for more information.)

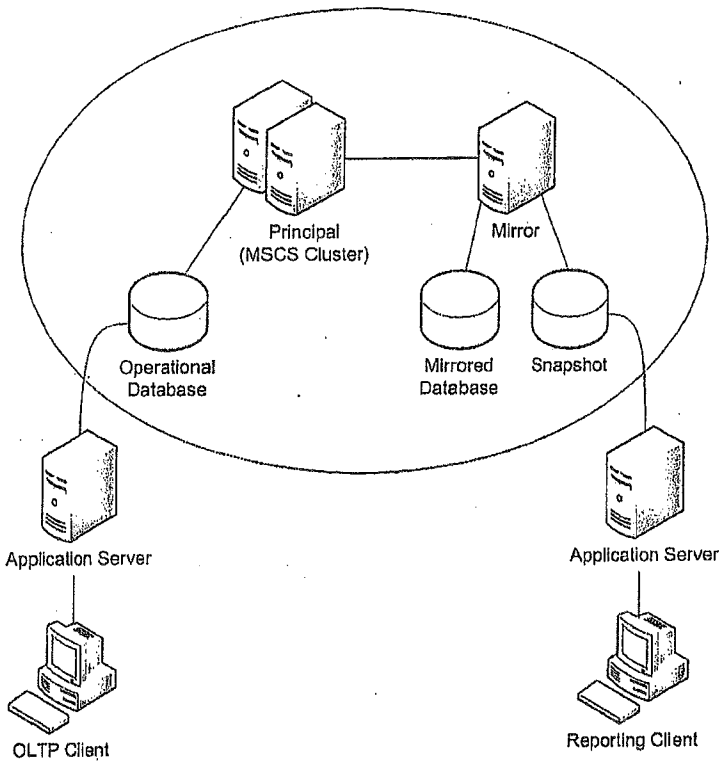
Our proposal is based on a Microsoft SQL Server 2005 operational database solution. Supported ODBC data types include:

- BINARY
- BIGINT
- CHAR
- DATE
- DECIMAL
- DOUBLE
- FLOAT
- INTEGER
- LONGVARBINARY
- LONGVARCHAR
- REAL
- SMALLINT
- TIMESTAMP
- VARBINARY
- VARCHAR

Image and voice data can be stored in ODBC LongVarBinary fields, which equates to the SQL Server IMAGE data type.

4.2.1.7 To meet the SLA requirements of the ITS, the ITS will also include a near real-time centralized data repository that will provide an image of the operational system to provide a seamless, failsafe DB replacement in the event of a catastrophic failure of the operational database. During normal operation, the Backup, Query, & Reporting (BQR) Database will support creation of operational reports and related queries without impacting the performance of the Operational Database. The BQR Database will also interface with other databases containing collected data from a variety of other internal and external sources to help analyze tax compliance, enhance IDOR legislative research and reporting efforts, and provide the data to perform sophisticated business analytics and general management reports. (see function 1.1.4 in the Function Matrix for more information)

FAST proposes that Microsoft SQL Server 2005 Database Mirroring be utilized to provide a near real-time Backup Query and Reporting Database configured as depicted in the diagram below.



The main operational database is installed on a SQL Server 2005 cluster that provides redundancy in the case of a failure of one of the nodes in the cluster. Asynchronous mirroring is enabled so the transaction log records of the Principal server are continuously sent to a copy of the database on a standby server. This database copy is not accessible for reporting purposes, but can be brought on line in a disaster recovery scenario with minimal loss of data. The reporting capability is provided by means of SQL Server 2005 Snapshots. A database snapshot provides the ability to query the standby database as of the point in time the snapshot was created. The snapshot itself consumes very little disk space since it only consists of copies of data blocks that have changed in the standby database since the snapshot was created. It is proposed that the snapshot be automatically refreshed approximately every ten minutes to provide the ability for near real-time reporting.

The reporting server can also host the GenTax Discovery databases and allow for external data matching and analytical reports. ***Since Data Warehouse is outside the scope of the current RFP, Discovery is not included in our current proposal.***

4.2.2 Business Process Reengineering - Reengineer existing processes to maximize utilization of native application functionality while minimizing the processing differences between taxes. IT improvements and business process reengineering efforts are synergistic and must be closely aligned. The result of this initiative will be an integrated, modern technology infrastructure that includes a COTS ITS that effectively utilizes the State's telecommunications and data networks. (function 1.1.1.18 in the Function Matrix for more information).

IDOR's goal of adapting its business processes to maximize the use of native COTS functionality aligns with FAST's approach to business process reengineering. GenTax is an integrated tax system that will bring standardization and consistency to the way in which IDOR's multiple taxes are administered. Please refer to our response to RFP Section 4.3.5 Business Process Reengineering (BPR) and Change Management.

4.2.3 Implementation - Install, configure and customize if necessary, the COTS ITS to conform to the business rules and requirements of IDOR, as well as any procedural idiosyncrasies identified during the BPR review described in section 4.2.2. (see function 1.1.2 in Function Matrix for more information)

The implementation of GenTax represents the major thrust of this ITS initiative. It is here that the GenTax base product is brought to life. The methodology for harmonizing GenTax with the business rules and requirements of IDOR is described in detail in our response to RFP Section 4.3.6.2 and 4.4.

It is important to note that our GenTax implementation methodology is efficient, logical, highly iterative, and proven. Despite the wide variety of client needs and processes encountered in our previous implementations, this methodology has always delivered on time, within budget, and met or exceeded client expectations.

4.2.4 Data Conversion - With IDOR support, convert/import selected data from legacy applications to minimize the need to refer to legacy applications once a given tax is converted to the COTS ITS. To date, an in-house conversion team has been assembled and charged with the responsibility of investigating and accumulating data from all systems affected by each implementation phase of the ITS. The internal conversion team is comprised of a team leader, information systems personnel (6), and users from service and processing areas (12).

This internal team will complete the tasks of data identification, investigation and purification prior to the COTS selection to expedite the conversion effort.(function 1.1.1.1.19 in Function Matrix for more information)

We anticipate a cooperative approach to legacy data conversion. Paramount to success in this critical implementation step is a clear understanding and acknowledgement of roles, responsibilities, and expected outcomes for both FAST and IDOR.

Section 4.16 of our response describes in detail our suggested approach to data conversion, and includes roles and responsibilities, strategies for dealing with anomalies, examples of our experience with other revenue and tax data conversion efforts.

4.2.5 Training - Train IDOR Business Analysts to support the ITS, and train trainers that will be responsible for end user training. (see function 1.1.1.21 in Function Matrix for more information)

FAST proposes to provide GenTax orientation, training, and knowledge transfer to IDOR Business Analysts and to trainers responsible for end user training.

The curriculum described on Page 4.69 of our response is typically offered to our GenTax clients. IDOR's particular business requirements will dictate the selection of courses that best meet agency needs. We will work with agency representatives to customize FAST's standard curriculum to the particular business activities and tax administration procedures performed at the agency.

Students

We identify three distinct categories of students that will require training:

- *Technical.* Information systems staff, who will ultimately be responsible for ongoing support, maintenance, and enhancement of the agency's implementation of GenTax.
- *Administrative.* System operations staff, who will perform system operations tasks and monitor GenTax operations on a day-to-day basis.
- *End User.* IDOR business professionals and managers who will use GenTax to administer the State's tax and revenue programs.

Training Hours

We recommend the following number of training hours for the three categories of IDOR staff:

Category of Student	Minimum Classroom Hours
Technical	40
Administrative	10
End User	30

The above table does not include the on-the-job training that technical, administrative, and end user staff will receive through project participation. On-the-job training is critical to our training approach and to the ongoing ability of IDOR to operate, maintain, and enhance their use of GenTax.

4.2.6 Documentation - Completely document the ITS as installed, configured and customized for IDOR including business rule documentation, technical support documentation, operational documentation, and end user documentation.

FAST has developed extensive documentation that collectively will provide IDOR with the information it needs to maintain and use GenTax. FAST will localize the relevant technical documentation to reflect the particular procedures and the configuration that IDOR will employ. FAST will work with IDOR staff to develop documentation needed to describe all site-specific materials provided to IDOR.

Documentation related to the ongoing maintenance and operation of GenTax will be provided for IT staff following implementation. It may include guides and reference material such as:

- FAST Data Array
- FAST Naming Standards
- Flow Manager Guide
- GenTax Architecture
- GenTax Client Install
- GenTax Configuration and Change Management
- GenTax Developer's Guide
- GenTax Setup for Application Servers
- GenTax Tools
- GenTax Security
- How to Configure Documents

Reference material provided to assist system administrators may include:

- GenTax Batch Job Guide
- GenTax Batch Print Guide
- GenTax Operations Manual

User reference materials include:

- Context-sensitive online help that describes GenTax windows, fields, and action and navigation buttons
- Online task-oriented help that describes how to accomplish specific end user tasks with GenTax
- Detailed guides for selected GenTax procedures
- Quick reference materials

We recommend that IDOR assign a minimum of two qualified end users or IT analysts to the role of Documentation Administrator. We will train these individuals to maintain the project documentation. This role extends beyond the life of the project.

4.2.7 Project Management - Develop a strong, productive working relationship between the Vendor and IDOR/CMS.

A successful systems implementation requires a strong partnership between IDOR and the vendor. Our approach depends on active participation by senior management of IDOR in guiding the business decisions and ensuring that all objectives are met. It is also important that IDOR business experts and knowledgeable users are available to answer questions, provide input to our implementation team, and assist with testing and training. IT staff must roll up their sleeves and apply themselves to learning and helping, and end users need to be prepared to attend training sessions and embrace the new system. We are committed to developing and maintaining a strong working relationship with IDOR staff and to ensuring a successful implementation of the GenTax solution.

4.2.7.1 The vendor may enter into subcontracts with other entities, if necessary, to provide the full range of service and product deliverables necessary for meeting the goals as detailed within the scope of the RFP.

Microsoft, a major information technology company, will join FAST to ensure IDOR is provided a robust, secure, and scalable solution that leverages the latest Microsoft technology.

Additionally, we are reviewing the list of BEP Certified Vendors to determine the subcontracting firms with which we might partner to meet the 19% BEP goal stated in the RFP.

4.2.7.2 DOR must enjoy a strong relationship with a vendor that is a qualified COTS ITS provider if IDOR is to achieve the goals and objectives for the ITS. The relationship that IDOR structures with its COTS ITS provider and the services that it procures must fulfill IDOR's IT, revenue enhancement, and cost control objectives as set out in the ITS Business Plan. These objectives also include the business process reengineering that is needed in order to transform the current environment over time into the environment best suited to achieve IDOR's revenue enhancement and cost reduction goals. Each element of the Vendor's response and proposal will be viewed with these considerations in mind, and IDOR alone is responsible for the final determination of the qualifications of each bidder.

Based on our track record of 14 successful GenTax implementations, we believe that we are considered a qualified COTS ITS provider. During our installations, we are often required to be cognizant of objectives similar to those you have identified.

We have assigned two FAST partners, one of whom is our Managing Partner, to key roles in the project team. They will be on-site and fully engaged in the project for the first two phases of implementation. We are committed to working in partnership with IDOR to achieve both the software implementation and the ITS Business Plan objectives.

We are aware that IDOR is considering a separate RFP for assistance in completing the on-going Business Process Reengineering project. As we do in each engagement, we will bring with us the full benefit of the best practices observed or devised in all our previous implementations. Additionally, we will work with IDOR to reengineer existing processes to maximize the benefit derived from the GenTax product. This will be accomplished during each rollout phase of the implementation. Throughout the length of the project, we will be especially attuned to IDOR's desire to standardize processes, when possible, across all taxes.

4.2.8 It is also the goal of this procurement that the selected vendor will achieve a minimum percentage of the total contract of __% for participation by businesses owned and controlled by minorities or females or by businesses owned and controlled by disabled persons (as defined in Attachment E).

Although we are aware that the Utilization Plan is not due until the deadline for submission of the Price Proposal, we have been reviewing the BEP Certified Vendor List to identify potential subcontractors. We fully intend to propose a Utilization Plan that will meet the goal stated in the RFP.

4.3 Products, Functionality, and Services Required

4.3.1 Software Solution - Requirements regarding the COTS product functionality and SLAs are described in and are to be responded to in the Microsoft Excel file named:

"IDOR ITS RFP Function Matrix.XLS"

that was provided with the RFP. Instructions for responding to each requirement are provided in the spreadsheet. Your response must be made in the spreadsheet and a copy of the spreadsheet on a 3.5" diskette or a CD must be included with your response to the RFP. Replies received in any other format will not be considered.

As directed above and in the spreadsheet itself, we have responded to the **IDOR ITS RFP FUNCTION MATRIX.XLS** spreadsheet and included it in the CD included with our response.

Also, we provide on the following pages an explanation for each of the items to which we have responded **3) WILL NOT BE INCLUDED.**

4.3.1.1 The vendor must supply information on how maintenance and patches will be applied or backed out if problems arise.

4.3.1.2 Vendor must explain how the information on applying maintenance and patches will be communicated and who the State is to contact about support of the changes.

4.3.1.3 The Vendor must explain the warranty of all maintenance and patches.

By subscribing to annual maintenance, FAST will provide IDOR with GenTax Service Packs as well as with on-site support services to apply the Service Packs.

FAST issues GenTax Service Packs on a quarterly basis. In addition, hot fixes are provided when an agency can not wait until the next service pack for a defect to be resolved. Hot fixes are then incorporated into the next Service Pack for the benefit of other agencies who did not require a hot fix but still need the improvements.

Service Packs are delivered with documentation detailing the nature of changes, modules and data structures impacted, testing considerations, and other helpful information. Service Packs are loaded into a development environment for initial unit testing by IDOR staff. Service Packs are then migrated to a test environment for user acceptance testing. Finally, the Service Pack can then be applied to the production environment. Service Packs can be backed out by restoring the original program components and database structures. However, this is quite rare as issues are almost always identified in the Service Pack testing steps and resolved before the Service Pack is applied to the production environment. Nonetheless, problems do occur and the on-site FAST support staff will assist with either backing out the Service Pack or quickly resolving any issues so that the agency can move forward.

The on-site FAST support personnel will work with agency IT staff to ensure that Service Packs are applied correctly and timely. Any communication necessary with the FAST development center can be channeled through the FAST on-site support staff. Any lingering issues can be escalated to the FAST Account Executive for attention.

As long as an agency subscribes to Annual License, FAST will warranty all GenTax code, including Service Packs and hot fixes.

Please note that, during the implementation project and afterward, selected FAST resources will need direct access to GenTax databases and software in order to provide support. In particular, they will need authority to access the test and production databases to browse and update the information and to create, drop, and modify tables, columns, and indices.

4.3.2 Reporting Capabilities - Each bidder is asked to submit a list of all of the standard reports available in their COTS ITS; report creation and printing options, including but not limited to scheduling, filtering, sorting and grouping; and samples of each report. This list of reports and printing options must be provided in a Microsoft Word file named:

"IDOR ITS RFP Standard Reports.DOC"

on a 3.5" diskette or a CD included with your response to the RFP. Replies received in any other format will not be considered. Sample reports may be provided in hard copy or in .doc or .pdf formats on the same media with the report and option list described above.

As directed above, we have placed the **DOR ITS RFP STANDARD REPORTS.DOC** document on the CD included with our response. The report samples are provided in electronic form only, in directory **REPORT SAMPLES**, also on the CD.

4.3.3 Interface Design. Describe in technical detail how the temporary and permanent interfaces between the ITS and our legacy applications will be handled in IDOR's ITS implementation. Specify the additional software and/or hardware tools you will need and describe the techniques and methods to be developed

Temporary interfaces between GenTax and legacy applications are generally handled by consuming or producing flat-file or XML extracts via FTP or network file system. More permanent interfaces may be implemented in the same fashion, or through direct database query and update using ODBC and Microsoft Host Integration Server or IBM DB2 Connect. For a more flexible approach to persistent interfaces, it is recommended that a Service Oriented Architecture be employed using Web Services which GenTax can easily expose and consume. Web Service access to legacy functions can be provided using Microsoft Host Integration Server, however an upgrade may be required to the current version (Host Integration Server 2004).

4.3.4 System Architecture Design and Configuration - Each bidder is required to provide a detailed design and inventory of the infrastructure required to meet the requirements and SLAs detailed in section 4.2.1.2 of the RFP, from desktop PC's through the Database and it's host. This inventory must match the inventory provided with the pricing information requested in section 5.3.1. The vendor need not design beyond the network interfaces. Alternate power considerations and disaster recovery specifications are the responsibility of CMS. The vendor should provide an explanation of deviations from the State Standards referenced in sections 2.24 and 4.2.1.3.

The diagram on the following page depicts the deployment architecture for GenTax.

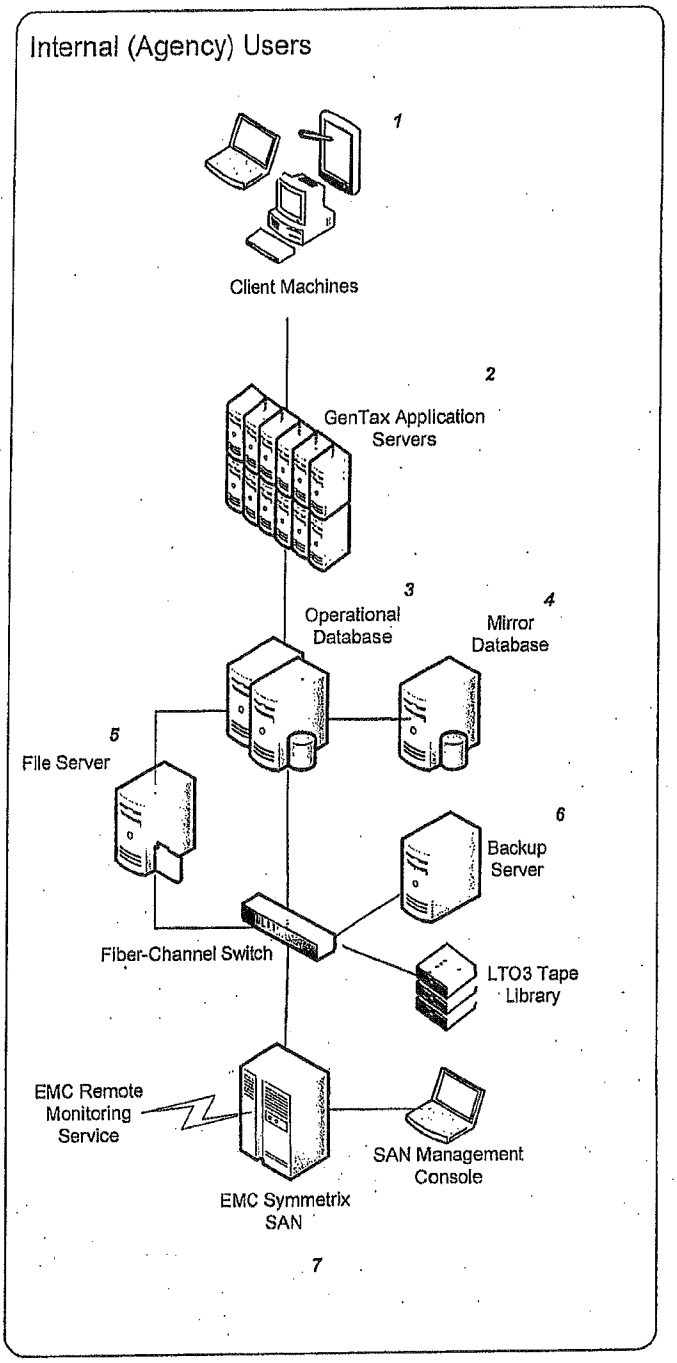
The diagram is followed by a detailed inventory of hardware and software required for the GenTax platform.

Assumption:

- Printing will be accomplished using IDOR's existing high volume and other network printers using Windows PCL or postscript drivers.

Note:

- Field offices with more than ten (10) GenTax users will require a file server with at least 2GB of free space for GenTax distribution. If existing file servers are not available then the acquisition of additional file servers will be required.



1. *Windows 2000 or Windows XP*

2. *Microsoft Windows Server 2003 R2*
   GenTax Business Objects
   GenTax Load Balancing Service
   (12) HP ProLiant BL35p Blade Servers

3. *GenTax Operational Database*
   SQL Server 2005 Enterprise x64
   Microsoft Server 2003 R2 Enterprise x64
   Microsoft Cluster Services (Active/ Active)
   (2) HP ProLiant DL585, Quad Opteron

4. *GenTax Reporting & Standby Database*
   SQL Server 2005 Enterprise x64
   Microsoft Windows 2003 R2 Enterprise x64
   (1) HP ProLiant DL585, Quad Opteron

5. *Microsoft Windows 2003 R2 Standard*
   (1) HP ProLiant BL35p Blade Server

6. *Legato Networker backup server*
   Microsoft Windows 2003 R2 Standard
   HP ProLiant BL35p Blade Server
   SAN attached

7. *EMC Symmetrix DMX2000 SAN*
   30TB RAW, ~15TB formatted

GenTax Deployment Architecture (Production)

Purpose of Hardware	Configuration Elements (CPU Speed, Disk Space, Memory, etc.)	Manufacturer & Model	Qty	Assumptions/Notes (In addition, we have indicated the number of users/accounts this platform will support)
Database Server (Production)	HP ProLiant DL585 Quad AMD 885 Opteron™ 2.6GHz Dual Core Processors 32GB REG PC3200 8/(2X2048) 2 HP 146.8GB Pluggable Ultra320 SCSI 15,000 rpm hard drives SAN attached Dual fibre channel HBA	HP ProLiant DL585 rack server	3	MS Windows 2003 Server R2 Enterprise x64 Active/Active cluster + Mirror MS SQL Server 2005 Enterprise x64 CALs for all users Each DL585 node configured with 2 Drives, RAID 1 Quest Spotlight on SQL Server Quest Lightspeed for SQL Server (Server will support up to 10,000 concurrent users)
Database Server (Staging/ Conversion)	HP ProLiant DL585 Quad AMD 885 Opteron™ 2.6GHz Dual Core Processors 32GB REG PC3200 8/(2X2048) 2 HP 146.8GB Pluggable Ultra320 SCSI 15,000 rpm hard drives SAN attached Dual fibre channel HBA	HP ProLiant DL585 rack server	2	MS Windows 2003 Server R2 Enterprise Active/Active cluster MS SQL Server 2005 Enterprise CALs for all users Each DL585 node configured with 2 Drives, RAID 1 Quest Spotlight on SQL Server Quest Lightspeed for SQL Server

Purpose of Hardware	Configuration Elements (CPU Speed, Disk Space, Memory, etc.)	Manufacturer & Model	Qty	Assumptions/Notes (In addition, we have indicated the number of users/accounts this platform will support)
Database Server (Development/ Test/Training)	HP ProLiant DL585 Quad AMD 885 Opteron™ 2.6GHz Dual Core Processors 32GB REG PC3200 8/(2X2048) 2 HP 146.8GB Pluggable Ultra320 SCSI 15,000 rpm hard drives SAN attached Dual fibre channel HBA	HP ProLiant DL585 rack server	2	MS Windows 2003 Server R2 Enterprise x64 Active/Active cluster MS SQL Server 2005 Enterprise MS SQL CALs for all users (incl. software assurance) Each DL585 node configured with 2 Drives, RAID 1 Quest Spotlight on SQL Server Quest Lightspeed for SQL Server
EMC SAN storage (Primary data storage)	EMC Symmetrix SAN DMX2000 146GB, 15,000rpm Fibre Channel Drives	EMC Symmetrix SAN DMX2000	1	30 TB of RAW disk storage space (configured with RAID 1/0 and RAID 5) EMC Control Center- Management Software EMC Timefinder - BCV/Snapshotting Software
EMC SAN storage (Imaging storage)	EMC Symmetrix SAN DMX1000 500GB, 7200rpm Fibre Channel Drives	EMC Symmetrix SAN DMX1000	1	50 TB of RAW disk storage space (configured with RAID 5)
EMC SAN – switch	Dual EMC Connectrix 24-Port Fabric Switches	EMC Connectrix 24-Port Fabric Switches	2	
Backup Library	Overland Storage Neo 4200 w/ (4) LTO-3 drives	Overland Storage Neo 4200	1	Fibre Adapter

Purpose of Hardware	Configuration Elements (CPU Speed, Disk Space, Memory, etc.)	Manufacturer & Model	Qty	Assumptions/Notes (In addition, we have indicated the number of users/accounts this platform will support)
Blade Enclosure	p-Class server blade enclosure w/ enhanced backplane components	HP P-Class enclosure	2	Enclosure + HP BladeSystem Management Suite
Backup Server	HP ProLiant BL35p Server 2 Dual Core AMD Opteron™ 280 2.4GHz Processors 4GB PC3200 DDR SDRAM 400MHz 60GB ATA 5400rpm drive (2.5 inches wide, 1 inch tall) HP Emulex based BL20p dual port fibre channel HBA	HP ProLiant BL35p Server	1	Windows 2003 Server R2 Standard EMC Legato Networker for backup software
Application Server (Production)	HP ProLiant BL35p Server 2 Dual Core AMD Opteron™ 280 2.4GHz Processors 4GB PC3200 DDR SDRAM 400MHz 60GB ATA 5400rpm drive (2.5 inches wide, 1 inch tall)	HP ProLiant BL35p Server	12	Windows 2003 Server R2 Standard GenTax Load Balancing services (Servers will optimally support up to 10,000 concurrent users.)
Application Server (Staging)	HP ProLiant BL35p Server 2 Dual Core AMD Opteron™ 280 2.4GHz Processors 4GB PC3200 DDR SDRAM 400MHz 60GB ATA 5400rpm drive (2.5 inches wide, 1 inch tall)	HP ProLiant BL35p Server	8	Windows 2003 Server R2 Standard

Purpose of Hardware	Configuration Elements (CPU Speed, Disk Space, Memory, etc.)	Manufacturer & Model	Qty	Assumptions/Notes (In addition, we have indicated the number of users/accounts this platform will support)
Application Server (Conversion)	HP ProLiant BL35p Server 2 Dual Core AMD Opteron™ 280 2.4GHz Processors 4GB PC3200 DDR SDRAM 400MHz 60GB ATA 5400rpm drive (2.5 inches wide, 1 inch tall)	HP ProLiant BL35p Server	8	Windows 2003 Server R2 Standard
Application Server (Training)	HP ProLiant BL35p Server 2 Dual Core AMD Opteron™ 280 2.4GHz Processors 4GB PC3200 DDR SDRAM 400MHz 60GB ATA 5400rpm drive (2.5 inches wide, 1 inch tall)	HP ProLiant BL35p Server	3	Windows 2003 Server R2 Standard
Application Server (Test)	HP ProLiant BL35p Server 2 Dual Core AMD Opteron™ 280 2.4GHz Processors 4GB PC3200 DDR SDRAM 400MHz 60GB ATA 5400rpm drive (2.5 inches wide, 1 inch tall)	HP ProLiant BL35p Server	4	Windows 2003 Server R2 Standard
Application Server (FCR)	HP ProLiant BL35p Server 2 Dual Core AMD Opteron™ 280 2.4GHz Processors 4GB PC3200 DDR SDRAM 400MHz 60GB ATA 5400rpm drive (2.5 inches wide, 1 inch tall)	HP ProLiant BL35p Server	1	Windows 2003 Server R2 Standard FAST Code Repository

Purpose of Hardware	Configuration Elements (CPU Speed, Disk Space, Memory, etc.)	Manufacturer & Model	Qty	Assumptions/Notes (In addition, we have indicated the number of users/accounts this platform will support)
Developer Workstation	Intel Pentium IV 2.8GHz 1 GB RAM 100GB, 7200RPM Hard Drive 19-inch color monitor		* TBD	**Minimum Configuration:** Intel Pentium IV 1.6 GHz 512 MB RAM 2 GB available hard drive space 100 MBit NIC * Quantity: Required for each member of the project team.
End User Workstation (Desktop or Laptop)	Intel Pentium IV 2.8GHz 512 RAM 60GB, 7200RPM Hard Drive 1024x768 Color Monitor		* 3000	**Minimum Configuration:** Intel Pentium IV, 1.6GHz 256 MB RAM 200 MB available hard drive space 1024x768 Color Monitor 100 MBit NIC * Quantity: Required for each end user.
Training Laptop	Intel® Core™ Solo processor U1400 (1.20-GHz 533-MHz FSB, 2-MB L2 cache) 1 GB, DDR2 SDRAM 60GB hard drive Integrated Intel® Pro Wireless 3945ABG	HP Compaq nc2400 Notebook PC	* TBD	MS Office MS SQL server desktop engine * Quantity or need is determined by training approach, which will be developed during the Training phase of the GenTax Implementation Methodology.

Additional Software:

Purpose of Software	Package / Vendor	Qty	Assumptions/Notes (In addition, we have indicated the number of users/accounts this platform will support)
Development	Microsoft Visual Studio 2005 Professional / Microsoft Corporation	100 (est.)	The actual number of licenses required depends on the number of developers on the project.
Development	Xceed Ultimate Suite / Xceed Software, Inc.	1 (site license)	
Address validation	USPS Zip+4 Subscription / US Postal Service	1	Annual subscription
Address validation	USPS City State Subscription / US Postal Service	1	Annual subscription
Address validation	USPS Zip Move Subscription / US Postal Service	1	Annual subscription
Mapping	Microsoft MapPoint 2006 / Microsoft Corporation	300 (est.)	The actual number of licenses required depends on the total number of field collectors.
Conversion	UltraEdit-32 / IDM Computer Solutions, Inc.	5	
Documentation	Macromedia Robohelp X5 / Adobe Systems, Inc.	3	
Documentation	Macromedia Captivate / Adobe Systems, Inc.	1	

4.3.4.1 Vendor must state the maximum number of concurrent users the system will support.

Under the configuration recommended in our response to RFP Section 4.3.4, GenTax will support a maximum of 10,000 concurrent internal users.

4.3.4.2 Vendor must state that, at a minimum, the system will support 3,000 internal and 25,000 external concurrent users.

Under the configuration recommended in our response to RFP Section 4.3.4, GenTax at a minimum will support 3,000 internal concurrent users.

Under our proposal, "external users" will not be supported. RFP Section 4.2.1.4 lists "Internet services" as being one of a number of "separate projects (that are) underway or planned to make major improvements to IDOR's capability for receiving and sending tax information". Such services, and specifically taxpayer self-service functions, are provided by our Taxpayer Access Point (TAP) product, which does not form part of our proposal because of the RFP statement quoted above.

4.3.4.3 Vendor must state the maximum number of total users the system will support.

The total number of users that GenTax will support is not limited by either design or licensing. User accounts are stored in the RDBMS; the MS SQL Server that we are proposing for the RDBMS does not have a fixed limit for the number of records that a table may contain, so there is no technical limit on how many user accounts can be created.

4.3.6.2 Each bidder shall describe the approach it employs for the following specific project management topics:

- Communication Plan

Communication Plan

Effective communication is important to the successful delivery and completion of the COTS ITS project. Throughout implementation, clear communications will help to ensure that IDOR has the information required to make educated decisions on its use of GenTax. It will also help the user community not only adopt but also welcome their new system.

The goal of the Communication Plan is to set a direction that our experience has found to be effective for other organizations. The Communication Plan does not attempt to lay down the exact methods of communication that will be used throughout the ITS project. We expect those details to be adapted over time as the project unfolds.

Executive Support

The ITS project is vital to the future of the Illinois Department of Revenue. This message should be conveyed frequently and unequivocally from the onset of the project throughout implementation.

The project team will face many challenges—deadlines to meet, existing assumptions to validate, new ways of doing business, and drops in productivity while users are learning to use the new system. But alongside every challenge is the unwavering support and confidence of the executives within IDOR.

Messages such as these engender the "can do" attitudes that will deliver ITS successfully and encourage IDOR to embrace the new technology.

The Project Champion

The Project Champion is an IDOR executive or senior manager whose role is to promote the project among:

- IDOR staff
- IDOR private and public business partners
- Other stakeholders.

The Project Champion is the "cheerleader captain" for the project. The Champion reminds the members of the project team of the value of their contribution to the project. The Champion also reminds all IDOR staff and external stakeholders of the value of the project to the organization and the citizens of Illinois. The Project Champion is also the Project Communications Coordinator. Throughout implementation, IDOR staff should be reminded of the project's existence and apprised of its progress. From time to time, staff and other stakeholders will also be asked to contribute by making informed decisions regarding the best use of GenTax. The Project Communications Coordinator helps to establish, facilitate, and enhance effective communication channels between each of these parties.