PROFESSIONAL SERVICES AGREEMENT

INTEGRATED HOME RULE TAX PROCESSING SYSTEM

BETWEEN

COOK COUNTY GOVERNMENT
DEPARTMENT OF REVENUE

AND

REVENUE SOLUTIONS, INC. (RSI)

CONTRACT NO. 1518-14681

Reference Agreement No: RFP 7458282 Integrated Tax System
Rhode Island Department of Taxation & RSI, April 13, 2013

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

SEP 09 2015

PROFESSIONAL SERVICES AGREEMENT

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ATTACHMENTS

Attachment 1 State of Rhode Island, Department of Revenue, Division of Taxation, Integrated Tax System Agreement

AGREEMENT

This Professional Services Agreement ("PSA" or "Agreement") is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Revenue Solutions, Inc. (RSI), doing business as a corporation of the State of Massachusetts hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on September 9, 2015 as evidenced by Board Authorization letter attached hereto as EXHIBIT "8".

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the "Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

Whereas, the Rhode Island Department of Administration, Division of Purchases issued a Request for Proposals for Integrated Tax System and associated Services ("Services") and the Consultant was identified as one of several qualified consultants to provide the services; and

Whereas, the State of Rhode Island, Department of Revenue, Division of Taxation, entered into a contract on April 26, 2013 for the provision of Services, a copy of the contract is attached hereto as Attachment 1 for reference purposes only, but the terms of the contract are not a made a part of or incorporated into this Agreement; and

Whereas, the County wishes to leverage the procurement efforts of the State of Rhode Island; and

Whereas, the County, through the Department of Revenue, desires certain similar services of the Consultant; and

Whereas, County Offices, Departments, and Agencies may utilize this Agreement for specific contracted procurement efforts; and

Whereas, the Consultant agrees to provide to the County the Services as set forth in Exhibit 1, Statement of Work; and

Whereas, the Consultant warrants that it is ready, willing and able to deliver the Services set forth in Exhibit 1, Statement of Work, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the State of Rhode Island contract, as set forth in Attachment 1 and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Consultant and the County agree that the information set forth above is incorporated by reference herein.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"**Accept**" means a written determination by the County that a Deliverable, including all of its components, satisfies all applicable acceptance criteria, which must be demonstrated by successful completion of all acceptance testing procedures that are based upon testing criteria established by the Parties in accordance with this Agreement.

"**Acceptance Criteria**" means the measures against which Deliverables, Services, Software, and Equipment shall be evaluated and the grounds for the County's Acceptance or rejection thereof.

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, Exhibit 3, Consultant Software License and Maintenance Agreement and Exhibit 1, Statement of Work, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"**Agreement**" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Chief Procurement Officer**" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Contract Compliance Director" or **"CCD"** means the County Contract Compliance Director.

"Consultant or Contractor" means the Person that enters into a Contract with the County.

"**Defect**" means a failure of the Deliverables to substantially conform to the functional descriptions set forth in the Statement of Work.

"**Deliverable**" means any work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the County.

"**Employee**" means any individual working on a full-time basis, and providing services for an Employer under a Contract. "Employees" shall not include workers required to be paid the prevailing wage pursuant to the Cook County Procurement Code. Cook County, Ill., Code pt.1, ch. 34, art. IV., div. 3, section 34-161.

"**Employer**" means any Person that employs one or more full-time Employees.

"**Execution**" means to sign a Contract, after it has been approved by the CPO or the Board, as required by the Procurement Code.

"**Intellectual Property**" means any inventions, discoveries, designs, processes, software, documentation, reports, and works of authorship, drawings, specifications, formulae, databases, algorithms, models, methods, techniques, technical data, discoveries, know how, trade secrets, and other technical proprietary information and all patents, copyrights, mask works, trademarks, service marks, trade names, service names, industrial designs, brand names, brand marks, trade dress rights, Internet domain name registrations, Internet web sites and corporate names, and applications for the registration or recordation of any of the foregoing.

"**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement.

"**Lobbyist**" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), itself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County whether disclosure is required, or make the disclosure.

"**Maintenance and Support Agreement**" means the terms and conditions governing the provision of maintenance and support services to the County, specified in EXHIBIT 3.

"**Reject**" means the act of denying acceptance of a Deliverable in writing for failure to meet one or more requirements associated with the Deliverable.

"**Risk Management Office**" means the Cook County Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Software**" means the Contractor's Software and computer software, including source code, object, executable or binary code, comments, screens, user interfaces, data structures, data libraries, definition libraries, templates, menus, buttons and icons.

"**System**" means the entire solution, inclusive of all modules, configurations, and customization delivered by the Contractor.

"**Subcontractor**" or **"Subconsultant"** means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"Third Party" means a legal entity, company or person that is not a Party to the Agreement and is not a Using Agency, Subcontractor, affiliate of a Party, or other entity, company or person controlled by a Party.

"Using Agency" shall mean the Cook County Department of Revenue.

b) Interpretation

i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement,
and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders, and vice versa.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits; Order of Precedence

The following attached Exhibits are made a part of this Agreement. This Contract shall be interpreted and construed based upon the following order of precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. PSA
2. Exhibit 4 (ITSCs) — Cook County Information Technology Special Terms and Conditions
3. Exhibit 3 — Consultant Software License and Maintenance Agreement
4. Exhibit 1 — Statement of Work (SOW)
5. Exhibit 2 — Schedule of Compensation
6. Exhibit 6 — Minority and Women Owned Business Enterprise Commitment
7. Exhibit 5 — Identification of Subcontractor/Supplier/Subconsultant
8. Exhibit 7 — Evidence of Insurance
9. Exhibit 8 — Board Authorization
10. Exhibit 9 — Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include those described in Exhibit 1, Statement of Work and Exhibit 3, Consultant Software License and Maintenance Agreement, which are attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables as specifically described in the Statement of Work. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or

for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has ten (10) business days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure within thirty (30) days after receipt of notice from the County specifying the failure, or as agreed to in writing by the parties, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) **Adequate Staffing**

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must

include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Statement of Work.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women Owned Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 6. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (f) Umbrella/Excess Liability or as specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements

i) **Coverage to be Provided**

(1) Workers Compensation and Employers Liability

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction, and shall include Employers' Liability coverage with a limit of:

$1,000,000 per Accident
$1,000,000 per Employee
$1,000,000 Policy Limit for Disease

(2) Commercial General Liability (Primary and Umbrella)

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Completed Operations Aggregate	$ 2,000,000

The General Liability policy shall include the following coverages:

(a) All premises and operations;
(b) Contractual Liability;
(c) Products/Completed Operations;
(d) Severability of interest/separation of insureds clause

Subconsultants performing Services for Consultant must maintain limits of not less than $1,000,000 with the same terms in this Section 3.i(2).

(3) Commercial Automobile Liability Insurance (Primary and Umbrella)

When any vehicles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than $1,000,000 per accident.

(4) Professional Liability

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement.

This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than $5,000,000 in the aggregate with a deductible of not more than $100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than $1,000,000 with the same terms in this Section 3.i(4).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

(6) **Network Security and Privacy Liability (Primary and Excess)**

Contractor shall secure Network Security and Privacy Liability insurance covering any and all claims arising from network risks and disclosure of private information. This Network Security and Privacy Liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than $5,000,000 for Privacy Liability, Data Breach and Network Security Liability with a deductible of not more than $100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage shall be maintained by

the Contractor for a minimum of three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal.

Subcontractors performing services for the Contractor must maintain limits of not less than $1,000,000 with the same terms in this section.

(7) **Umbrella/Excess Liabililty**

Contractor shall secure coverage in excess of general liability, automobile liability, employers liability in the amount of a least $5,000,000 per occurrence.

Subcontractors performing services for the Contractor must maintain limits of not less than $1,000,000 with the same terms in this section.

ii) Additional requirements

(1) **Additional Insured**

Cook County, its officials, employees and agents shall be listed as additional insureds under the Commercial General Liability insurance, Commercial Automobile Liability, Network Security and Privacy Liability Insurance. The Commercial General Liability insurance shall be on a primary and non-contributory basis with any insurance or self-insurance programs maintained by the County. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(2) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(3) **Insurance Notices**

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not

constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(4) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the
Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 7) or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to

suspend this Agreement until proper evidence of insurance is provided.

(2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

(4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(5) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all reasonable costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the willful, intentional or negligent performance or nonperformance of the Contract by the Consultant, or the willful, intentional or negligent acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

Intellectual Property Infringement Indemnification

(1) Contractor will defend the County against any third party claim(s) that the Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which Contractor consents). The County will notify the Contractor promptly in writing of the claim and give Contractor sole control over its defense or settlement. The County agrees to provide the Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense.

(2) Contractor's obligation to indemnify the County for claims set forth in (1) above, will not apply to the extent the claim or adverse final judgment is based upon: (a) the County's use of a previous version of Contractor's Software and the claim would have been avoided if the County had installed and used the current version of the Contractor's Software; (b) combining the Contractor's Software with any Software not approved by Contractor; (c) altering or modifying the Contractor Software, including any modification by third parties at the County's direction or otherwise permitted by the County; (d) use of the Contractor's Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including the use of the Contractor Software after it notifies the County to discontinue use due to such as a claim.

(3) If Contractor receives information concerning an infringement or misappropriation claim related to the Software, then Contractor will, at its expense, either (a) procure for the County the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case the County will stop running the allegedly infringing Software immediately.

(4) If, as a result of an infringement or misappropriation claim, the County's use of the Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which the Contractor consents), the Contractor will either (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate the County's license and refund the fees paid for the infringing Software.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to

County without charge.

All documents, data, studies, reports, work product or product created solely for the County as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County. Pre-existing materials developed by the Consultant, inclusive of its Revenue Premier products, shall remain property of the Consultant and are licensed for use by the County. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of $10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/ Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the

provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on **10/1/2015** (**"Effective Date"**) and continue until **9/30/2020** or until this Agreement is terminated in accordance with its terms, whichever occurs first. County may renew the contract for up to five (5) additional one-year periods thereafter in accordance with Section 4(c) below.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County. County will accept reasonable adjustments in the schedule of performance of Services where delays or hindrances are caused by County. If County causes a delay that will extend the overall timeline of the project, not the timeline for a specific Deliverable or Service, more than sixty (60) days but less than one hundred eighty (180) days from the date specified in the SOW, Exhibit 1, then Consultant may charge, through the change order process, County for costs attributable to such delay up to a maximum total of $200,000 for all such charges. If

County causes a delay that will extend the overall timeline of the project, not the timeline for a specific Deliverable or Service, more than one hundred eighty (180) days from the date specified in the SOW, Exhibit 1, then Consultant may charge County for costs attributable to such delay by following the change management/change order process set out in the SOW, subject to County Board approval of any such change order.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for up to five (5) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of this Section.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services. Consultant shall provide the Deliverables at the fixed costs set forth in this Agreement, not to exceed the contract amount of $10,971,946 (excluding any renewal options) as further detailed in Exhibit 2. Any Additional Services or Deliverables requested by the County and provided by Consultant beyond those specifically detailed in this Agreement must be approved by the County in accordance with its procedures for amendments and change orders, including the procedures described in Article 10.c of this Agreement.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. The County will pay such invoices within forty-five (45) days, provided however, Consultant shall not be entitled to invoice the County for any late fees or other penalties in the event payment is not made within forty-five (45) days. The parties agree that claims related to late payments will not be considered disputes under Article 6.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and

any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification, and a percentage complete for work-in-process will be made to Consultant, not to exceed the amount of funds appropriated. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of

Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be resolved in accordance with the policies of the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five (5) days of such request. The Chief Procurement Officer will reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. The parties agree that with respect to matters pertaining only to the payment of an invoice submitted by Consultant, the provisions of Article 5(b) relating to method of payment shall apply and the dispute resolutions terms of this Article 6 shall not be applicable.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

i) Warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

ii) Warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

iii) Warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

iv) Warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;

v) Represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) Represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and

vii) Acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

i) In addition to the foregoing warranties and representations, Consultant warrants:

(1) No officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) No payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse

Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.

ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:

(a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

(b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(d) Discontinuance of the Services for reasons within Consultant's reasonable control; and

(e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

v) Failure to comply with Article 7 in the performance of the Agreement.

vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer will give Consultant an opportunity to cure the default within a reasonable period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies (without duplication):

i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others. County shall bill Consultant for the cost of completing such Services in the following manner: i) If County has paid Consultant for some or all

of the Services prior to invoking this remedy, then Consultant shall reimburse County for the amount already paid to Consultant by County ("Services Payment") plus up to ten percent (10%) of any amount over the total Services Payment which County incurs to complete the Services either directly or through another vendor, or ii) If County has not made any payments to Consultant under this Contract prior to invoking this remedy, then Consultant shall pay County up to ten percent (10%) of any amount in excess of the contract amount of this Agreement which County incurs to complete the Services either directly or through another vendor.;

ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

iv) The right to money damages;

v) The right to withhold all or any part of Consultant's compensation under this Agreement;

vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give a thirty (30) day notice to Consultant in accordance with the provisions of Article 11. The effective date of termination ("Early Termination Effective Date") will be thirty (30) days after the notice is received by Consultant or the date stated in

the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County by the Early Termination Effective Date. In the event of early termination, Consultant will be paid for all deliverables completed and accepted prior to the Early Termination Effective Date and on a prorated basis the percentage completed for those deliverables in process.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

i) If the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

ii) If the County exercises any of its remedies under Section 9.b of this Agreement;
or

iii) If the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Intentionally omitted.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

h) Incurred Expenses

The County will make payment to the Contractor for all undisputed products, services and expenses delivered and accepted prior to the effective date of termination. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than ten (10) days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Contractor must attempt to agree on the amount of

compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

(a) The meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;

(b) The nature of the Services to be performed;

(c) The nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;

(d) The general conditions which may in any way affect this Agreement or its performance;

(e) The compensation provisions of this Agreement; or

(f) Any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Purchase Order

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any purchase order, request for proposals, or invitation to bid, the terms and conditions of this Agreement shall control.

d) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond $150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond $150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

e) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

f) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

g) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

h) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

i) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only

applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

j) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

k) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

l) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the

County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

m) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

n) Limitation of Liability; Inapplicability of Limitations

EXCEPT FOR INAPPLICABILITY OF LIMITATIONS PROVISION DESCRIBED HEREIN, the Consultant's total liability arising out of or in any manner connected with or relating to this Contract and County's use or inability to use any of the products or services provided under this Contract shall not exceed, in the aggregate, the total fees paid to Consultant under this Contract.

o) Inapplicability of Limitation on Liability

Notwithstanding the foregoing section, the limitation of liability and exclusion of damages provided therein shall not apply (i) with respect to Consultant's breach of the confidentiality, security or data protection obligations set forth herein, (ii) to damages payable for bodily injury or wrongful death, (iii) damages for violation of intellectual property rights, (iv) to damages for fraud, willful misconduct, criminal acts or gross negligence, (v) to damages for Consultant's or a Consultant's subcontractor's failure to comply with its obligations regarding laws under this Agreement, and (vi) to Consultant's wrongful withholding of the County's confidential information.

p) Indirect Damages

Except for an unauthorized disclosure of confidential information and infringement/misappropriation of Intellectual Property, Consultant shall not be liable for consequential, incidental, indirect, special, exemplary and/or punitive damages, including lost profits or loss of business, lost goodwill, regardless of the form of the action or the theory of recovery, even if advised of the possibility of such damages and regardless of the form in which any action is brought.

q) Publicity; Advertising

County understands and acknowledges that Consultant intends to include County's name in a list of Clients using Consultant's software which list may be used in proposals,

advertisements, brochures and included on Consultant's Web site. County hereby consents to such use.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Department of Revenue
118 N. Clark Street, Room 1160
Chicago, Illinois 60602
Attention: Department Director

and

Cook County Chief Procurement Officer
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: Revenue Solutions, Inc. (RSI)
42 Winter Street
Pembroke, MA 02359
Attention: Christopher L. Barlow, CFO
Email: CBarlow@RSImail.com
Fax: (781) 826-1324

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

STATEMENT OF WORK (SOW)

Exhibit 1- Statement of Work

Cook County Department of Revenue

ITPS Project

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1.0 INTRODUCTION

1.1 Document Purpose

This Statement of Work (SOW) details the specific tasks that Consultant will undertake during the *Integrated Tax Processing Solution (ITPS) Project* for, and in partnership with, the County.

The SOW provides an explanation of the specific work to be performed, assigns responsibilities for the work to be performed, and outlines the costs of the work to the County by deliverable.

1.2 Project Overview

The ITPS project is a Reference Project, based on:

- The Professional Services Agreement ("PSA" or "Contract"), including this Exhibit 1 and Exhibits 2-9 as set forth in the PSA.
- The State of Rhode Island Division of Taxation (DOT), RFP #7458282: Integrated Tax System released November 14, 2012, with subsequently published addenda.
- RSI submitted competitive proposals dated January 15, 2013.
- The procurement was competitively scored and awarded to RSI over other vendors.
- The DOT contracts were agreed upon and executed between RSI and the Rhode Island Department or Revenue, Division of Taxation on April 26, 2013.

1.2.1 Project Background & Goals

The Department of Revenue collects and administers Cook County home rule taxes and a variety of fees. The scope of collections includes alcoholic beverages, amusement, cigarette, gasoline and diesel fuel, new motor vehicle, parking, use and wheel taxes, cable television franchise fees, health insurance, lost ID fees, IBID payments and off-track betting fees, as well as fees for Building and Zoning, Environmental Control and Real Estate Management. Additionally, The Department audits and maintains delinquent property tax records and also researches and proposes new revenue sources for the County.

As articulated in the Request for Vendor Reference Proposal and our discussions with Cook County to date, the County seeks ways to: (1) improve operational efficiency, (2) deliver better customer service, (3) increase revenue collections, (4) increase voluntary compliance, and (5) remove the risk of antiquated systems that are expensive and difficult to support. Table 1-1 below describes how the RSI solution meets the County's nine goals described in the Integrated Tax Processing System RFP.

Table 1-1: How RSI Meets the County's Goals and Objectives for ITPS

County Goal	Revenue Premier Software Modules or Solution Component	RSI Approach
A. Fully integrated accounting system with comprehensive revenue accounting, internal and external financial reporting.	Integrated Tax Processor – Taxpayer Accounting and Revenue Accounting submodules	Developed for revenue agencies by revenue experts, the system works from a single book of record and "one version of the truth." Extensive financial reporting provided "out of the box" with training on reporting tool provided to County staff.
B. Comprehensive Case Management System that can be used independently by various County business units including for example, Audit, Collections, Hearings and Appeals, Legal, etc.	Revenue Premier Case Management Shared Service	Revenue Premier uses a single case management system across all disciplines, i.e., Collections, Audit, Hearings, Customer Service and Exception Processing. Extensions to the case system are provided for special needs, such as in Audit and Collections. Only those users with a profile to access their appropriate cases can do so.
C. Comprehensive workflow management system that tracks, manages, and reports all work entered in the ITPS including exception tracking and exception reporting to facilitate management of County core functions.	Revenue Premier Workflow Shared Service	A comprehensive, single workflow system manages work across case types and case subtypes. Work can "pushed" or "pulled" depending on need. Profiles and Roles also determine what work is presented to each staff member.
D. Comprehensive registration system that minimizes data entry and redundancy.	Integrated Tax Processor – Entity Identification and Taxpayer Portal	Registrations for all taxes are combined in single entity. Registrations can be initiated, updated and fees collected all through the Taxpayer Portal. The County can choose to accept and process paper filings, scan them in locally, so they are part of taxpayer account.
E. Generally Accepted Accounting Principles (GAAP) compliant taxpayer (return and payment, billing and refund processing).	Integrated Tax Processor Module	Revenue Premier was designed by Revenue experts for Revenue Agencies. The system is GAAP compliant, and the system maintains complete audit trail of all filings, payments, refunds, penalty & interest, and adjustments. Taxpayers can see their account history on the portal.
F. Integrated correspondence generation and tracking system.	Correspondence Module Shared Service	Pitney-Bowes EngageOne is the correspondence engine supporting Revenue Premier. RSI tests new releases of EngageOne and includes the certified upgrades with Revenue Premier.
G. Integrated report writer for standard and ad hoc reports (or a separate ad hoc report writer).	Business Intelligence/Analytics Framework	The solution includes licenses for Microsoft SQL Server Reporting Services – integrated in the Revenue Premier offering. RSI will train County staff on how to use the tool along with understanding the

County Goal	Revenue Premier Software Modules or Solution Component	RSI Approach
		database schema. Standard reports are provided with the system. There is also a built-in query capability for the specialized needs in Audit Selection. The County will be provide licenses for Microsoft SQL Server, which shall include the Reporting Services.
H. Reengineered business processes for improved operational practices.	RSI's proposed Consulting Services, which include training, mentoring and knowledge transfer	RSI will work with the County to assess and reengineer business practices, and make suggestions for improvement. Together, we will tailor Revenue Premier's business rules and workflow to support these new approaches. This activity is considered part of the training and knowledge transfer scope of work.
I. Revenue recovery that leads to increased revenues through system automation and compliance.	Revenue Premier Analytics, Audit and Collections Case Mgmt., enabled by RSI Consulting	RSI will implement two (2) compliance programs (one alongside each major Release), and implement a data-driven model for either Collections or Audit. RSI will bring ideas and proven methods from our work in other agencies that will increase revenues. The specific scope of each compliance program will be determined and agreed upon project launch.

1.2.2 Intention of the Parties

The following intentions shall be considered by the parties in performing their respective obligations under this Statement of Work:

- This SOW articulates the specific objective and requirements of the ITPS solution, as well as how the parties will work together to achieve those objectives and requirements. The parties acknowledge that this SOW does not convey every possible scenario which may occur, and the parties agree to work in good faith to resolve issues, and barriers as they arise.
- The parties intend to jointly meet stated objectives such that the solution can be reasonably operated and maintained by County with a reasonable level of support staff.
- The parties intend to form a unified team comprised of County and RSI staff to achieve project goals and objectives by assigning staff of the appropriate level to the appropriate positions.
- The parties intend to openly communicate their requirements, make special efforts to understand the requirements of each other, consider the capabilities of the other party, and strive to meet their respective obligations under this SOW.
- The parties intend to promote a cooperative relationship in which any conflicts that arise continue to be resolved amicably between the parties.

- The parties are committed to a collaborative business relationship that continues to evolve over time and continues to produce measurable results in accordance with the project goals in an environment of integrity, ethics, and trust.

2.0 PROJECT SCOPE, TASKS, AND DELIVERABLES

2.1 Introduction

The ITPS Project contains a set of specific tasks and interim deliverables aimed at achieving the project goals, listed above. The sections below outline the high-level activities to be conducted during the execution of the project. Each activity and deliverable has a description of goals and approach (to be clarified at the outset of each deliverable by County stakeholders) specific content/scope points, assumptions, and a breakdown of responsibilities.

2.2 Project Plan and Project Startup Activities

The proposed high-level implementation plan, reflected in a Gantt chart/roadmap is provided in Appendix A of this document. It shows the high-level time span for each major initiative and deliverable. As an initial task, RSI and County project managers will collaborate on a detailed project work plan and other project startup activities. The project plan will contain a detailed task breakdown, staffing estimates, responsibilities, and target start and completion dates. Critical milestones will be established and clearly identified in the plan, which will be used to track and manage progress during the execution of the project. Summarized County staffing estimates will be developed and reviewed with County management as part of the project planning exercise. In addition, key assumptions and approach considerations will be discussed and reviewed, then reflected back in the Project Management Plan deliverable, reviewed, revised, and accepted. Please see Appendix C for Project Management Documentation that will be used as a baseline for Deliverables.

The refinement of the Project Management Plan, the scope, key approach points and assumptions for each deliverable, and the detailed project plan therefore collectively represents the initial "Project Plan and Project Startup Activities" as described in Table 2-1 below:

Table 2-1: Startup Phase Deliverables

RSI Methodology Deliverable	Description	Project Release
Project Management Plan	The Project Management Plan (PMP) is produced after the project kickoff and is jointly agreed to between RSI and the County Project Manager. The PMP contains the following plans and sections: • Scope Management Plan • Project Schedule • Staffing and Resource Management Plan • System Implementation Plan • Change Management Plan • Quality Assurance / Delivery Management Plan • Communication Management Plan • Issue Management Plan • Risk Management Plan • Training Plan	Initiation (Startup)
Technical Architecture Configuration	The Technical Architecture Configuration defines each of the system environments (e.g., Development, Production, etc.), the hardware/software for each environment and provides a diagram(s) for each environment.	Initiation (Startup)
System Requirements Confirmation	RSI will conduct requirements confirmation sessions to clarify understanding of the requirement, demonstrate the requirement in a "Sandbox" environment (where applicable), and document that the requirement will be met through either configuration or new development. The System Requirements Confirmation includes a Requirements Traceability Matrix (RTM), based on Consultants Response to County's Requirements Matrix contained in Exhibit 5. The RTM will contain a disposition for each requirement.	Initiation (Startup)

2.3 Release 1

2.3.1 Overview

This first release builds the foundational processes and technology upon which the ITPS is based. RSI will be responsible for installing, configuring and testing of the proposed software necessary to

support the business functionality included within this release. RSI will also provide training and implementation support services to ready the County for production use.

2.3.2 Goals

As the foundation for County's taxes and functions, the goals of Release 1 are to:

- Retire the mainframe-based taxes.
- Pilot the initial implementation on small number of tax types using all Revenue Premier Modules.
- Limit functionality to existing Revenue Premier functions, with County-specific configurations, and exclude modifications to core software.
- Demonstrate Inventory Management capabilities on a low volume tax (approximately 300 taxpayers).

2.3.3 Scope

Release 1 scope includes three (3) tax types that will implement Revenue Premier end-end functionality. These include:

- Gasoline and Diesel Tax
  - Wholesalers/Distributors
  - Retailer
  - Municipal Townships
- Parking Lot and Garage Operations
  - Owner/Valet
- Gambling Machine Tax
  - Terminal Operators
  - Suppliers
  - Establishments
  - Riverboats

Cook County may elect to swap/replace tax types as part of this release. Additional tax types may also be added as part of this SOW.

Interfaces

This release will include the following interfaces:

- Receipt and processing of payments from iNovah (batch, one-way to RPE)
- Receipt and processing of EFT Lockbox files (batch, one-way to RPE)
- ACH direct debit communications and processing (batch, one-way to RPE)
- Receipt and processing of files from the current online (credit card) Payment System (batch, one-way to RPE)

This release will include up to ten (10) customized reports. These reports may be modifications of reports in the RPE Report Repository (see Appendix F).

During Project Startup, County may elect to revise tax implementation priorities. RSI will use its COTS Software Implementation Methodology, as described in Section 4, to manage the services to implement the tax types.

2.3.3.1 Requirements Confirmation

RSI will conduct requirements confirmation meetings, during which RSI will demonstrate baseline Revenue Premier features and how the software will support the business processes of each tax type. Functionality not directly supported by the baseline product (i.e., not met by configuration) will need to be evaluated to determine the best way to meet those requirements. As part of the System Requirements Confirmation Deliverable, the requirements will be documented in the Requirements Traceability Matrix work artifact, which will serve as the input for creation of the Model Office Testing. During Requirements Confirmation, the RSI Team also works with the County to identify the information necessary to configure the application. RSI's COTS Software Implementation Methodology utilizes the concept of a Tax Binder to consolidate the configuration information. The Tax Binder provides the details for configuring the tax types and functionality required. It includes the list of tax types, sub types, an overview of the tax (including what the tax is based on, taxpayer base and what are the unique characteristics/requirements of this tax type), applicable inventories (i.e., forms and reports), statistics (e.g., number of returns filed) and peripheral reference data related to each tax type. Existing tax forms and instructions are included as a frame of reference for the processing of each form.

Where possible by the County, gathering the inventories in advance of the project will allow the team to focus on how the system needs to be configured, rather than focusing on what needs to be configured. This early involvement by the County, and throughout the project, allows for the team to keep the process moving and avoid any delays to progress and implementation. Table 2-2 below provides a preliminary outline of the composition of the Tax Binder.

Table 2-2: Tax Binder Contents

Function/Functional Area	Configuration Items
Entity Identification	• Account Types & Subtypes • Account Statuses • Asset Types • Relationships Types • Name Types • Address Types • Email Address Types • Exemption Types & Statuses • Entity Types & Statuses • Registration Rules (e.g., method/form, fees, filing frequency, etc.) • Address Hierarchy

Function/Functional Area	Configuration Items
Channel Management and Return Processing	• Deposit Account Information & Rules • Batch Types, Statuses, Groups & Special Codes • Document Locator Number Algorithm • Remittance Types • Document Types • Form Types & Edit/Validation Rules • Exceptions • Form Layouts
Taxpayer Accounting	• Penalty & Interest Rules • Process Period Balance Rules • Liability Types & Reasons • Credit Types & Reasons

2.3.3.2 System Design

While the majority of tax administration functions are supported and configurable within the COTS framework, RSI understands that some functions may require localized extensions (e.g., interfaces). For these instances, the RSI Team will lead in the design of necessary localized extensions with input from the County. Along with the Tax Binder, these system specifications provide the input into the Application Configuration and Programming task. For Release 1, these localization extensions will be kept within scope. The interfaces, notices, and reports designs are captured in the Design Specification document. Note, Appendix F contains a list of reports provided with Revenue Premier.

2.3.3.3 Application Configuration and Programming

The team configures and extends the system as the inputs become known in order to gain validation and verification from the County on an ongoing basis. Verification and Validation (V&V) is obtained through actual demonstration of the application to the applicable County personnel utilizing the provided configuration information. Demonstrating the application instead of developing voluminous design documentation provides the County a tangible method of confirming that the system meets a given requirement or set of requirements. This approach provides the County with something to see and validate as soon as it is ready.

Utilizing the Tax Binder and designs for the localization extensions, the team configures the software to meet the requirements for processing the tax types. As functions are configured (e.g., registering an entity, posting a return, etc.), RSI demonstrates the configured function to County personnel. The involvement of authorized and qualified County personnel during the configuration cycle provides two key outcomes:

1. Project team members obtain validation of the configuration earlier in the project life-cycle. This provides the team with the confidence that the implementation is meeting expectations and lessens rework later in the project.

2. County personnel gain insight into the product long before formalized training. This provides key County individuals with insights into how the system will operate once implemented and allows them to gain proficiency early in the project.

In addition to the Tax Binder, the RSI team documents configuration business rules, form definitions, and inventories for each tax type and tax process. These project artifacts are stored either on the County project SharePoint site and/or Team Foundation Server (TFS). This documentation includes the following:

1. Business Rulesets – These are individual spreadsheets used to document specific business rules configured for each tax type and process. For example, tax rates are captured in a business ruleset.
2. Forms Definitions – For each tax form, RSI documents all data elements and calculations in a forms definition spreadsheet.
3. Inventories – Inventories are created for business processes to document workflow, assignment, approvals, business rules, and outcomes. For example, tax return exceptions processing is documented in an inventory worksheet.

The iterative cycle of configure, demonstrate and refine requires frequent interaction with the County's personnel. The approach gives light to the County's expectations and any requirement misinterpretations, thus aligning the efforts of the team with County's goals for the project.

2.3.3.4 Data Conversion

In parallel with the System Design, RSI and County will work together to determine the data conversion approach and scope in detail. RSI's conversion methodology uses a systematic approach for each data source. The methodology emphasizes the importance of understanding the business meaning of the data, not simply its size and value, a particularly important factor for those fields that were used for multiple purposes over time. Along with County resources, RSI analyzes the legacy databases to list and define all data sets and fields, including:

- Possible values and definitions for reference tables. For reference values (e.g., tax type, address type, etc.), verify that the equivalent values appear in the target system. Highlight any discrepancies for discussion with functional resources. Identify these early and compare them with reference tables in the target system.
- Map ID types, name and address types, transaction types, and other reference values throughout the legacy databases to the new data model. County is not limited to the number of source data sets used for conversion. RSI's approach to mapping legacy code type values to the new application involves understanding the "data about the data."
- For each field in the legacy databases, develop a conversion matrix identifying the mapping to target field(s) in the target database. For all data, in particular, data stored in different formats (such as dates, addresses, etc.), identify all data validation (valid type/format, range, etc.) and "data cleansing" requirements.

During conversion design, development, and testing, County is responsible for providing access to legacy data, validating the conversion design, and resolving source data irregularities.

RSI executes multiple Mock Conversions before the "go-live production" conversion. RSI's Mock Conversion effort executes the conversion process within an allotted timeframe already planned for the

true production conversion to identify performance issues, dependencies, and stability issues. Up to 100% of the converted data is made available for Model Office Testing. County users participate in the Mock Conversions and Model Office Testing to validate key converted data and to ensure that the conversion is complete. County users also review Balance & Reconciliation reports in preparation for the final production conversion. See Appendix D for sample Data Conversion Documentation.

2.3.3.5 Test and Train

Since Revenue Premier is a COTS product, the core system functions including security functions and features are built-in and tested as part of the base product in our Solution Center. Testing for the Special Taxes Initiative will therefore be focused and tailored to the County's account types, configurations, localization, conversion, reports, and security settings. As most of the County's configurations will take place in the Business Rules Management System (BRMS), testing of the County's logic can be isolated. The BRMS is a tool integrated with, but separated from the baseline code, where the core business rules for the County's implementation of Revenue Premier reside and where client specific business rules can easily be added or tailored to meet the County's requirements.

The specific stages/levels of testing conducted in RSI COTS Implementation Methodology are described in detail in Section 3.1 Project Management Methodology below.

Training

At this stage in the system development lifecycle, specific County personnel will have either received on the job training and/or have been involved with the process and engaged in demonstrations pertaining to configuration and design; however, not all County personnel will have had the opportunity to use the system. This comes to fruition through training. RSI will provide formal instructor-led training for up to 80 end users on how to use the new system and for up to ten (10) technical personnel on how to operate and maintain the system.

Training will include the following training types:

- User Training
- Technologists Training
- Third Party Training
- Training Faculty
- Tax Discovery/Data Analytics Training

RSI and County will work together to develop a Test and Training plan that will prepare County personnel to utilize the new system and verify that the application functions properly and is ready for production operations. See Appendix E for a sample Training Plan. County will be responsible for conducting the Needs Assessment and prerequisites training for targeted Revenue Premier Users, in order to ensure trainees have met course prerequisites (e.g., proficiency in Windows and web-based application navigation, working knowledge of County taxes & processes, etc.).

2.3.3.6 Implementation

The Implementation task includes the steps necessary for production cutover. These steps are explained below:

Preparation & Maintenance of the Implementation Timeline

RSI develops an Implementation Timeline that contains the tasks required leading up to and for performing the conversion and implementation. These tasks are jointly administered by RSI and the County. Some tasks may be as simple as re-verifying the installation of the production environment. Those items requiring modifications to or stoppage of existing legacy modules and/or processes are the responsibility of the County and are coordinated through this Implementation Timeline and any necessary meetings.

Prepare & Maintain the Readiness Checklist

The Readiness Checklist is a high-level document that provides the team with the necessary assurance from the County that the production cutover is ready to proceed. Unlike the Implementation Timeline, which contains detailed tasks that need to occur leading up to conversion, the Readiness Checklist is broader in scope. It contains items such as acceptance of the system during Model Office Testing, verification/cleansing of converted data during mock conversions, training completion, and County change communication. The Readiness Checklist will outline tasks in three categories:

1. Tasks that must be completed prior to starting the production cutover
2. Tasks that are executed during the cutover period
3. Tasks that are planned for post-cutover.

Leading up to and through the cutover period, the Readiness Checklist will be the vehicle by which the County and RSI jointly manage the "punchlist" of activities (each activity having a clear description, owner, and reliable due date) to ensure all workstreams converge into a confident "Go" decision to implement. Together with the County, RSI marks each item finished as they are completed leading up to the date of cutover/conversion.

Execute Conversion

As the final data conversion executes, exceptions will be written to a report (with codes and explanations) for review by the County. This same process is executed during the mock conversion to identity and resolve exceptions prior to Go-Live. The County will be responsible for final signoff to confirm that the conversion has completed accurately based on the reconciliation reports developed for the conversion and other specific checks. User training will be coordinated prior to go-live. Technical training will also be executed simultaneously during mock conversions and go-live runs so that County operations are familiar with administrative tables in the production environment.

2.3.3.7 Production System Support

RSI will provide ninety (90) calendar days of on-site post-production warranty support to address defects and bug fixes identified after Go-Live. This activity may include additional patch releases if defects are found. These defects may be related to the core product, local configurations, or localized extensions. This warranty is further described in Exhibit 3, paragraph 8 of the Revenue Premier License and Maintenance Agreement. The on-site warranty applies to each of the 4 releases (1, 1b, 2, 2b) as contemplated by the proposed project plan and release schedule.

2.3.4 Deliverables

Table 2-3 below lists the deliverables for each Release.

Table 2-3: Release Deliverables

RSI Methodology Deliverable	Description	Project Release
Data Conversion Plan/Design	The Data Conversion Plan defines the approach for converting the legacy data to Revenue Premier and includes an inventory of data to be converted, assessment of legacy data and conversion specifications.	Created in Release 1 and Updated for Release 2
Configuration Specifications & Design Specifications	RSI will conduct the necessary design familiarization sessions to confirm the necessary site-specific configurations to the application and perform the configurations in the application. The County will validate that the site-specific configurations are acceptable through hands-on demonstrations in the functioning application. In areas that require development (e.g., interface, report, notice, etc.), these will be defined at the general system design level in a Design Specification document that will be produced by RSI as part of this deliverable.	Created in Release 1 and Updated for Release 2
Start System Test	Start of the System Test for the release.	Started in Release 1 and again for Release 2
Start Model Office Test	Start of the Model Office Test for the release.	Started in Release 1 and again for Release 2
End User Training Complete	RSI will complete the delivery of End User training courses agreed to by RSI and the County inclusive of delivering the user guides. Training content and schedule are defined within the Training Plan artifact.	Conducted in Release 1 and again for Release 2

RSI Methodology Deliverable	Description	Project Release
System Deployment	RSI will perform the deployment of the release-specific system to the production environment. System deployment is the date the County begins using the system in the production environment. The system deployment date is the day on which the Release conversion occurs and County begins administering taxes on Revenue Premier rather than on the Legacy system. This will include Release-specific configurations (business rules, tax types, reports, correspondence/notices, etc.), and custom developed components.	Created in Release 1 and Updated for Release 2
Software, Hardware and Maintenance	RSI will provide the County with a bill of materials outlining the software and hardware that must be purchased to meet the requirements of the contract. RSI will obtain approval by the County prior to procuring the hardware or software.	As provided by RSI

2.4

2.4 Release 2

2.4.1 Overview

This second release builds upon the processes and technology implemented in Release 1. RSI will be responsible for installing, configuring and testing of the proposed software necessary to support the business functionality included within this release. RSI will also provide training and implementation support services specific to Release 2 functionality and tax types.

2.4.2 Goals

The goals for Release 2 are to:

- Bring major taxes on the Business Tax Registration Form online in one implementation to eliminate the need for dual systems of record for demographic information.
- Utilize lessons learned from Release 1 to ensure a successful rollout to remaining tax types and remaining user base.

2.4.3 Scope

Release 2 will follow the same COTS Software Implementation Methodology used in Release 1 and will include the following tax types.

- Alcoholic Beverage Tax

  - Wholesaler/Distributor
  - Retailer
- Amusement Tax
  - Exempted Operator
  - Owner, Manager or Operator
- Firearm Tax
  - Retail Dealers
  - Deadly Weapons Dealers
- Sales of New Motor Vehicles
  - Dealers
- Tobacco Tax
  - Other Tobacco Products (OTP), Tobacco Wholesaler
  - Retail Manufacturer
  - Retailers
  - Cigarette Wholesalers
- Use Tax (Titled Personal Property)
  - Dealer
  - Lessor
  - Individual
- Wheel Tax
  - Vehicle Sticker Tax

Cook County may elect to swap/replace tax types as part of this release. Additional tax types may also be added as part of this SOW.

Interface Requirements

This release will include the following interfaces:

- Enterprise Active Directory (bi-directional). Single Sign-on (SSO) must be addressed as part of this requirement.
- Office 365 (one-way to RPE)
- ArcGIS (one-way to RPE)
- DACRA (one-way to RPE)
- Enterprise Resource Planning System (one-way to RPE)

- Revenue Kiosk (one-way to RPE)
- Interactive Voice Response System (bi-directional)
- Tobacco Investigation System (one-way to RPE)
- Tax Intercept (one-way to RPE)

2.4.4 Deliverables

The Deliverables for Release 2 are listed in Table 2-5 below:

Table 2-5: Release 2 Deliverables

RSI Methodology Deliverable	Description	Project Release
Data Conversion Plan/Design	The Data Conversion Plan defines the approach for converting the legacy data to Revenue Premier and includes an inventory of data to be converted, assessment of legacy data and conversion specifications.	Created in Release 1 and Updated for Release 2
Configuration Specifications & Design Specifications	RSI will conduct the necessary design familiarization sessions to confirm the necessary site-specific configurations to the application and perform the configurations in the application. The County will validate that the site-specific configurations are acceptable through hands-on demonstrations in the functioning application. In areas that require development (e.g., interface, report, notice, etc.), these will be defined at the general system design level in a Design Specification document that will be produced by RSI as part of this deliverable.	Created in Release 1 and Updated for Release 2
Start System Test	Start of the System Test for the release.	Started in Release 1 and again for Release 2
Start Model Office Test	Start of the Model Office Test for the release.	Started in Release 1 and again for Release 2
End User Training Complete	RSI will complete the delivery of end user training courses agreed to by RSI and the County inclusive of delivering the user guides.	Conducted in Release 1 and again for Release 2

RSI Methodology Deliverable	Description	Project Release
System Deployment	RSI will perform the deployment of the release-specific system to the production environment. System deployment is the date the County begins using the system in the production environment.	Executed in Release 1 and again for Release 2
Software, Hardware and Maintenance	RSI will provide the County with a bill of materials outlining the software and hardware that must be purchased to meet the requirements of the contract. RSI will obtain approval by the County prior to procuring the hardware or software.	As provided by RSI

3.0 PROJECT GOVERNANCE

3.1 Project Management Methodology

RSI will work with the County to plan and execute an effective approach for managing the ITPS project implementation and supporting organizational change. The approach that RSI uses to manage complex projects is embodied in the methodology and spans all phases of the software releases.

From a system implementation perspective, each of the life-cycle stages in the methodology includes a number of underlying tasks resulting in work-products and deliverables. Some of these tasks are executed in sequence (with end-to-end dependencies) and others are executed in parallel. ***Project management directs, coordinates and monitors the activities in the life-cycle stages and provides the guidance and tools to deliver quality deliverables in a timely manner.*** The goal is to structure the project so that:

- Scope is controlled
- Schedule, cost and quality is achieved
- Staffing is at appropriate levels
- Communication is occurring appropriately
- Risks are identified and mitigated, or avoided
- Quality is maximized
- Issues are tracked and resolved in a timely manner.

During the Project Initiation phase of the project, RSI will publish a Project Management Plan (PMP). Typically it is produced after the project kickoff and is jointly agreed to between RSI and the County Project Manager. The PMP contains the following plans and sections:

- Scope Management Plan
- Project Schedule
- Staffing and Resource Management Plan
- System Implementation Plan
- Change Management Plan
- Quality Assurance / Delivery Management Plan
- Communication Management Plan
- Issue Management Plan
- Risk Management Plan

The Cook County Project Manager may request additional information to be added to project management documentation to align it to the BOT ePMO Project Management reporting practices. RSI will work with the Cook County Project Manager to provide all necessary documentation which may include but not be limited to i.e., project status reports, project schedule reporting, change request forms etc.

RSI understands County will employ an Independent Validation and Verification (IV&V) contractor for the ITPS project. As such RSI agrees to reasonably respond to IV&V vendor requests for information and reports.

3.2 Change Management Process

The Scope Management section of the Project Management Plan describes how the key goals and objectives of the Agency will be managed and how agreed upon changes will be incorporated into the project deliverables. A clearly defined project scope provides a baseline to measure progress against a known final objective of the project. Proposed changes are handled through the documented change control process, which ensures changes are managed effectively. The Project Management Office will be responsible for managing all scope defined within the SOW and refined during the Project Initiation phase of the project. All scope changes approved the Change Control Board will be documented and communicated to all project stakeholders and Project Team member impacted by the scope change.

A robust Change Control process certifies that only necessary changes are incorporated into the project and that all impacted work streams are adjusted accordingly for each approved change.

Change, or the need to respond to change, is a normal part of any large or complicated project. When managed well, changes during the course of a project can enhance the results of the project. When managed poorly, changes can derail a project.

RSI has established a comprehensive change management, or change control, approach as a standard practice in all of our client engagements. With consideration for the particular needs of the agency, the approach and management process proposed for the project are as follows:

- Change request is identified and logged;
- RSI responds to client requests for changes by providing a description of the scope of the change, details/impact of the change, work estimates and cost to the client;
- Impact of the change is assessed with respect to implementation timeline, schedule and resources;
- Change request is evaluated and if approved, the agency executes a Change Order once the description of and specifications for the change, as well as any equitable adjustments that need to be made in RSI's fee or the schedule for the work have been agreed. Assessment of the "ripple effect" of the change, as it may impact other aspects of project work, will be conducted prior to final agreement to proceed with the change;
- Work associated with the change is scheduled and worked; and,
- Once work effort is completed, the change request is validated and signed-off.

Change orders will be reviewed by the RSI and Cook County Project Manager and, upon approval, passed on to the Project Team for review. The status of change orders will be logged.

The creator of the request will be notified when a change order has been approved, rejected or additional information has been requested by the Project Team. Change orders that are agreed upon by the parties to be out of scope shall be addressed via a separate contract. RSI has provided a rate card in the Schedule of Compensation, Exhibit 2.

A depiction of RSI's Change Control process is presented below in Figure 3-1 below.

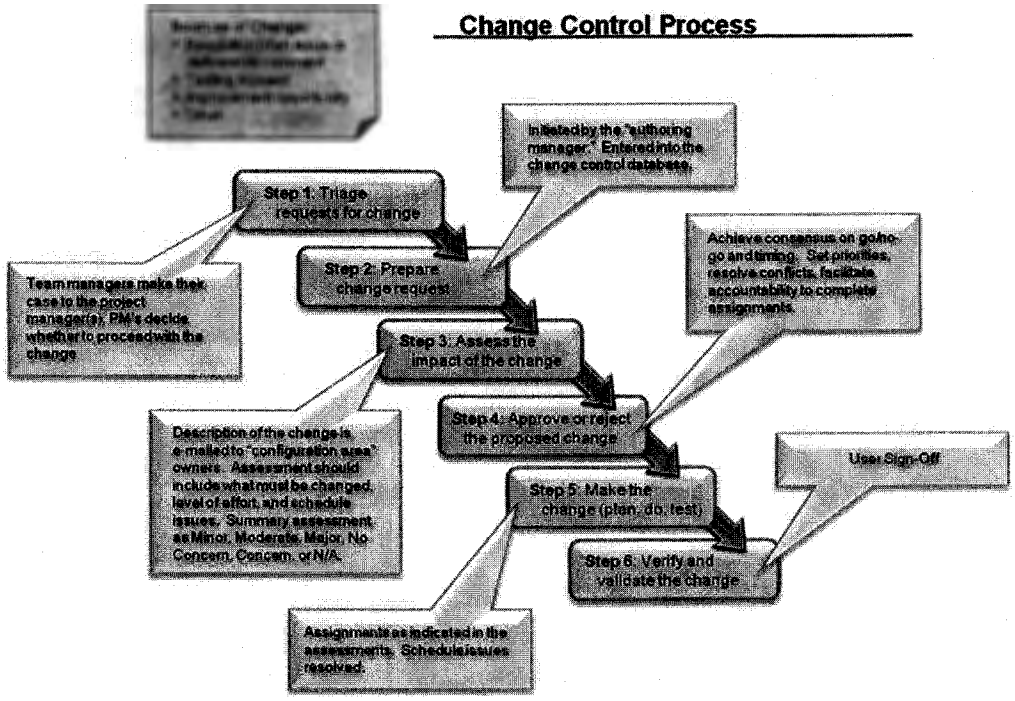


Figure 3-1: RSI's Change Management Process

A clearly documented change management process sets expectations for all stakeholders on how project changes are managed.

Any change requests that require modifications to the baseline Revenue Premier COTS application will be developed by RSI's Solution Center under configuration management and delivered to the project site. These changes will then become part of the base COTS software and available as part of future versions of the software. It is assumed that changes to other parts of the proposed solution (e.g., local customizations) will be managed as part of the process currently in place to accommodate those types of changes. In addition, those changes would be managed under the configuration management process already in place.

3.3 Critical Success Factors

What does success look like for the ITPS project?

The success of this project will most importantly be measured by the magnitude of tangible and intangible benefits generated as a result of the ITPS solution working effectively in production. Financial (direct) benefits will be derived from the compliance initiatives implemented as part of the project. In addition, there will be significant indirect benefits generated through productivity improvements of

County staff, and through the general voluntary compliance improvements indirectly resulting from the increased ease of self-service of taxpayers.

The technology and process elements of the goal are to implement a modern, integrated tax processing solution, along with related business process changes, in a way that helps County rapidly adapt to future change and be as self-sufficient as possible.

RSI will help the County focus attention on the internal goal of building skills and expertise around the new ITPS solution, specifically in leadership, functional and technical disciplines in a way that strengthens the County's capabilities and the capabilities of individual team members.

In our experience, there are a number of critical elements to executing the ITPS project well. These are elements of an atmosphere of success that we can put in place now. All team members, regardless of their role, contribute to the success of the project by:

- Focusing on results,
- Tackling issues quickly,
- Knowing when to ask for help, and
- Communicating openly

3.4 County Responsibilities

The County will be responsible for providing in a timely manner any required information, data, documentation, issue decisions, and test data as needed by the project team.

The County will work with RSI to meet the project schedule and to reach milestones on time. Cook County will provide access to a SharePoint and TFS environment to store all project management and other project related artifacts.

The County will be responsible for completing those tasks specified and mutually agreed to as County responsibilities in this Statement of Work and in the Project Management Plan, once accepted. High level expectations for County's responsibilities are contained in Section 6 below and in Exhibit 5, Section 3.5.1.

The County will provide RSI with timely access to appropriate County personnel as necessary or helpful to perform RSI's obligations under this Statement of Work.

3.5 General

RSI has based its pricing, scheduling, and knowledge transfer expectations on the responsibilities and assumptions stated in this Statement of Work. Both parties have agreed to provide sufficient staff with the necessary skills and experience to complete the project within the timeframes and budget agreed to, while at the same time ensuring that the County staff receives sufficient training and have had sufficient participation throughout the project to assume control of the solutions upon production implementation.

The County and RSI agree that the draft implementation plan provided in the proposal is a living document which will change during the project with the mutual consent of the County and RSI. There may be situations during the execution of the project where there is mutual agreement between the parties to shift focus, change the task execution order, or replace certain tasks with other tasks. Any

significant change to the project plan and the Statement of Work should be documented through the change order process, regardless if there is a cost to the change. This will provide an audit trail of the changes agreed to between the two project management teams.

3.6 Facilities

The County will provide reasonable work space, furniture, network connections and telephones to project staff. The facilities provided must be able to support a peak onsite RSI staff of up to eight (8) full-time RSI team members at some points in the project timeline.

The County will provide office space, network access and up to 5 desktops for the RSI team members to perform the services specified in this Statement of Work.

3.7 Connectivity and Security Access

As new RSI project team members arrive on the project site, there is an expectation that the County will work with RSI to ensure necessary access to the appropriate network, printers and applications necessary to complete the individual's work while on the project site. This is to include internet access, and project information such as technical documentation, deliverables, software version control tools, and incident tracking tools. This access should be granted within two (2) days of arrival or within two (2) days of installation of the hardware or software. RSI will comply with any necessary background checks or acknowledgement signing necessary to grant this access. If access to County specific applications or environments is required to complete the work, there is an assumption that this security access to operating systems, databases, or other systems will be granted within two (2) days.

RSI will require access to the project's designated work area and information systems 24 hours per day, seven days per week during the contract period with two days advanced notice. RSI will require the assistance of the County's staff from time to time, on an as needed basis to facilitate systems work that may be required. When possible this work will be scheduled in advance from 6:00 a.m. through 6:00 p.m., Monday through Friday, but may be required to be completed at other times as dictated by the project schedule.

RSI development staff will be provided with security access to all project related hardware, operating software, and applications in the development and production environments in order to complete project activities. RSI agrees to abide by all County security regulations concerning access to and confidentiality of data of which RSI has advance written notice.

3.8 Approvals and Information

Under the conduct of this Statement of Work, there is an expectation that each party will respond with reasonable promptness to any request by the other party to provide information, direction, authorization, approvals and/or decision relating to performance of the requesting party's obligations under this Statement of Work. Due to the tight timeframes on this project, neither party will unreasonably delay providing a response to any such request. The parties intend that all such responses shall be provided within five (5) business days. If a response is not given within five (5) business days the matter will be taken to the Project Team. If a decision cannot be reached by the Project Team via the weekly Project Team status meetings, then it will be escalated to the Steering Committee.

A decision must be made by the Steering Committee within five business days from the date the request was submitted for discussion. If a decision has not been made within five business days, the RSI Project

Manager will send a second and final notice to the Cook County Project Manager. If a decision has not been made within five business days of the final notice, the issue may be submitted to the County's Office of the Chief Procurement Officer.

The issue resolution process will adhere to the following guidelines:

- All project-related decisions will be made by the appropriate business SMEs/leads identified in the previous section.
- If an issue is identified, a resolution or approval must be given within two business days of the issue being identified. If a decision has not been rendered within two business days, the matter will be taken to the Project Team. If a decision cannot be reached by the Project Team via the weekly Project Team status meetings, then the issue will be escalated to the Steering Committee for resolution.
- A decision must be made by the Steering Committee within five business days from the date the issue was submitted for discussion. If a decision has not been made within five business days, the RSI Project Manager will send a second and final notice to the Cook County Project Manager. If a decision has not been made within five business days of the final notice, the issue may be submitted to the County's Office of the Chief Procurement Officer.
- Once a decision has been made, the matter will be documented either via a Status Memo or via a Change Order if appropriate.
- If at some time in the future, Cook County or RSI desire to change a previously made decision, the matter must be addressed with the other Project Manager. A request to change a prior decision must be submitted by the Cook County or RSI Project Manager and be accompanied with corresponding documentation as to why the change is being requested and the potential impact to the project. If RSI or Cook County determines that the change in direction presents a risk to the project, the matter will be escalated to the Steering Committee for final decision making within two business days of the request being submitted.

4.0 PROJECT IMPLEMENTATION METHODOLOGY

RSI will employ its COTS Software Implementation Methodology which is based on the Project Management Body of Knowledge (PMBOK®). PMBOK is a widely used repository of best practices that has been proven in thousands of engagements worldwide. Our methodology takes full advantage of prior implementations of Revenue Premier where artifacts created during previous implementations are available as is or as a starting point (and since the examples are Revenue Premier/tax related, they often contain best practices).

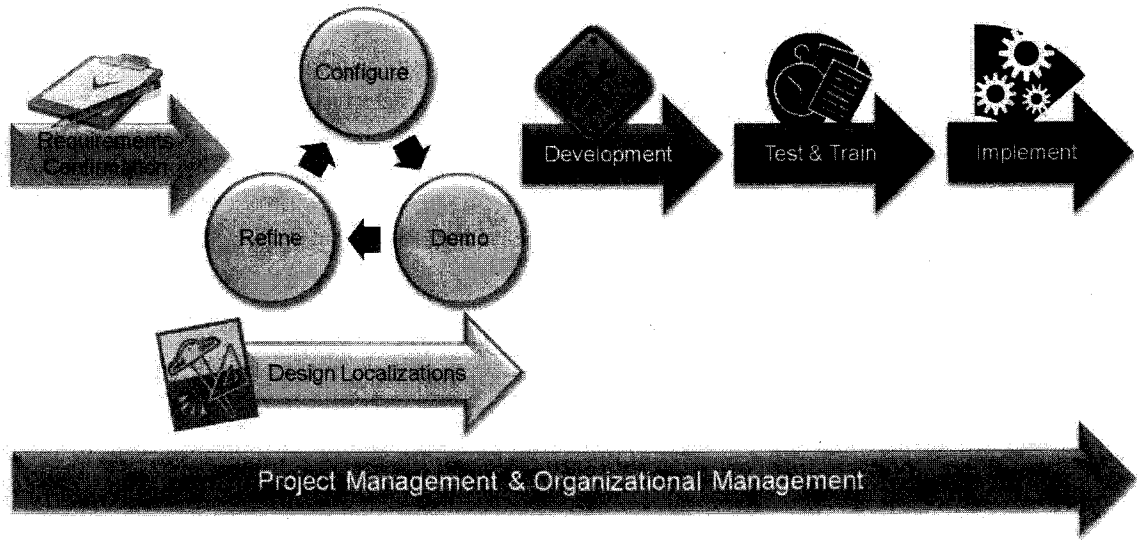


Figure 4.1: RSI's COTS Software Implementation Methodology

RSI's COTS Software Implementation Methodology ensures that project phases are completed on time, on budget and that the Project Team produces high quality deliverables. The COTS Software Implementation Methodology is a framework that is used to manage and deliver all the aspects of the project. At the same time, it incorporates the flexibility necessary to address the County's specific needs. The methodology utilizes repeatable processes, with a focus on iterative interaction with County personnel that produces expected results and enables County staff to succeed in their new roles.

4.1.1 Project Management and Organizational Change Management

RSI will work with the County to plan and execute an effective approach for managing the ITPS implementation and supporting organizational change. RSI will use its PMBOK-based methodology to manage all phases of each release.

Each of the life-cycle stages in the methodology includes a number of underlying tasks resulting in work-products and deliverables. Some of these tasks are executed in sequence (with end-to-end dependencies) and others are executed in parallel to each other. *Project management will direct, coordinate and monitor the activities in the life-cycle stages and will provide the guidance and tools to deliver quality deliverables in a timely manner.* The goal is to ensure that the project is managed and controlled so that:

- Scope is controlled

- Schedule, Cost and Quality is achieved
- Staffing is at appropriate level
- Communication is occurring appropriately
- Risks are identified and mitigated
- Issues are tracked and resolved in a timely manner

4.1.2 Requirements Confirmation Phase

Along with County personnel assigned to the project, the RSI Team will work to confirm a mutual understanding of the requirements. The team will review each requirement with the appropriate County personnel to confirm the purpose of the requirement and to align the requirements with the corresponding module and functionality within Revenue Premier. Requirements lists often speak generically across functions required of the County; therefore, it is important to understand the intricacies of a given requirement to be properly administered in the new system. In some instances, RSI will use a demonstration version of Revenue Premier to further explore and understand requirements.

After confirming the requirements and assigning requirements to releases, the RSI Team will work with County to identify the information necessary to configure the application and validate the functionality in each release. The Requirements Confirmation phase generally aligns with the Mobilization phase of the County's implementation approach.

RSI's COTS Software Implementation Methodology utilizes the concept of a Tax Binder to consolidate the configuration information. The Tax Binder will provide the details for configuring the tax programs and functionality required. It will include the list of tax programs, sub programs, an overview of the tax (including what is the tax, taxpayer base, etc.), statistics (e.g., dollars collected, returns filed, etc.), peripheral reference data related to each tax program, as well as the inventories of notices, reports and interfaces for each phase. Existing tax forms and instructions are also included as a frame of reference for the processing of each form. The Tax Binder is the reference guide for configuring the system. Table 4-1 below provides an outline for what comprises the Tax Binder.

Table 4-1: Outline of the Tax Binder

Function/Functional Area	Configuration Items
Entity Identification	• Tax Program & Subtypes • Tax Program Statuses • Asset Types • Relationships Types • Name Types • Address Types • Email Address Types • Exemption Types & Statuses • Entity Types & Statuses

Function/Functional Area	Configuration Items
	• Registration Rules (e.g., method/form, fees, filing frequency, etc.) • Periodic Correspondence Rules • Address Hierarchy
Tax Processing & Channel Management	• Deposit Account Information & Rules • Batch Types, Statuses, Groups & Special Codes • Document Locator Number Algorithm • Remittance Types • Document Types • Form Types & Validation Rules • Exceptions • Form Layouts
Taxpayer Accounting	• Penalty & Interest Rules • Process Period Balance Rules • Liability Types & Reasons • Billing Rules • Credit Types & Reasons • Refund Types & Reasons • Refund Rules • General Ledger Codes to Tax Program Associations • Hold Reasons • Write Off Types & Reasons
Revenue Accounting	• General Ledger Funds • General Ledger Codes • General Ledger Distribution Accounts & Rules • Voucher Types • Voucher Templates • Voucher Reasons
Enforced Compliance	• Levy (Garnishment) Types & Rules • Lien Rules • Payment Agreement Rules • Hold Types & Rules
Workflow	• Registration Workflows • Accounting Workflows

Function/Functional Area	Configuration Items
	• Refund Workflows • Billing Workflows • Collections Workflows
Work Item Management	• Agency Hierarchy • Work Item Assignment Rules • Work Lists & Resolutions

4.1.3 Application Configuration and Localization Design Phase

RSI does not utilize a conventional waterfall implementation approach. As such, the team does not await the full completion of all of artifacts to begin configuration and development. Rather, the team begins the effort to configure and customize the system where the inputs are known in order to gain validation and verification from the County on an ongoing basis. Verification and validation is obtained through actual demonstration of the application to the applicable County personnel utilizing the provided configuration information. Demonstrating the application instead of developing voluminous design documentation provides the County a tangible method of confirming that the system meets a given requirement or set of requirements. This approach is afforded by starting with a COTS application rather than a framework or transfer solution. This "early and often" approach provides the County with something to see and validate as soon as it is ready. This experience-based design process, giving key users a chance to see and feel how the application will function in your specific business environment, further increases the likelihood of getting to the later cycles of testing and implementation check-points on time and with less misunderstandings of your expectations.

4.1.4 Configuration

Utilizing the Tax Binder and Inventories as primary input, the RSI Team begins configuration as soon as possible. Many items are known early in the project and can be validated with the County within weeks of the project start, even before the completion of the Tax Binder. This rapid approach to configuration allows the team to provide the County with constant demonstration of what has been configured in order to confirm the understanding of the requirements and/or make modifications early in the process. The ease of configurability of the Revenue Premier system and the efficiency of the deployment and testing processes make this more iterative and rapid configuration process a powerful aspect of RSI's implementation approach.

The constant involvement of authorized and qualified County personnel throughout the configuration cycle provides two key outcomes:

- Project team members obtain "hands-on" validation of the configuration early and often. This provides the team with the confidence that the implementation is meeting expectations and lessens rework later in the project.
- Agency personnel gain insight into the product long before formalized training. This provides these individuals information on how the system will operate once implemented and allows them to gain proficiency early in the project.

The cycle of configuration hinges on the ability of the team to iteratively interact with the County's personnel and move through barriers as they arise. The approach gives light to the County's

expectations and requirement misinterpretations, thus aligning the efforts of the team with County's goals for the project. With this in mind, it is important that the County assign to the project personnel who have been given authority to make decisions and have deep knowledge of the County's processes. Involving these individuals with the project helps to resolve issues and overcome barriers throughout the implementation cycle.

4.1.5 Demo and Refine Configurations

RSI configures the system in a non-production environment for the users to see. In our implementation experience, we've found that demonstrating the configuration to County personnel on a frequent basis, plus allowing the users to "test drive" those configurations regularly, leads to a more rapid acceptance of the system and ability to get the business rules right sooner, and with less rework. Any refinements to the configuration can be identified rapidly and integrated so the users can see the effects of changes to business rules, workflow and reporting. Again, the ease of configurability of Revenue Premier and the efficiency of the deployment and testing processes make this more iterative and rapid configuration process a powerful aspect of RSI's implementation approach.

4.1.6 Design Localizations

The RSI Team works closely with the County to understand gaps specific to the County and focuses on reusing existing system functions wherever possible. As is expected, sometimes not every function needed by the County is accounted for within the base solution; therefore, the team works with the County in designing these necessary configurations or extensions as localizations.
Included in these localizations are the following:

- Agency specific notices
- Agency specific reports
- Agency specific interfaces

Along with the Tax Binder, these system specifications provide the necessary input into the configuration and development phase of the project.

The primary outcomes of this phase are System Design documents:

- Business Rule Catalog
- Reference Data Catalog
- Notice designs
- Report designs
- Interface and localization designs

RSI works closely with the County to determine reasonably the effectiveness of each item within the context of the new system. For instance, some reports may no longer be needed as the information is available via real-time, online searching and some notices may be consolidated since they are being generated out of a single integrated solution. Designs are created for those customizations done on-site as opposed to items that require enhancements to the COTS product in RSI's Solution Center.

4.1.7 Development Phase

As mentioned above, the primary input to the Development Phase (and configuration tasks) is the Tax Binder and System Design documents for the items localized to the County.

RSI will use the Revenue Premier standard interface facility that provides the tools, design patterns and frameworks for integration with internal and external systems. County and RSI will mutually agree on a layout for each interface and each partner will build their "side" of the interface and handle any modifications to their systems. RSI has the "Revenue Premier side" of many interfaces already developed (for example, a daily deposit treasury interface) which will be leveraged to facilitate the interface layout design further expediting the process and lowering risk.

4.1.8 Test and Train Phase

At this stage in the overall process, many of the County's personnel have been fully involved with the process and engaged in many demonstrations pertaining to configuration and design. However, not everyone has had the opportunity to use the system. RSI will train County testers on how the system operates to facilitate the Model Office Acceptance Testing. The Model Office Accepting Test consists of executing a "day in the life" script co-created by RSI and the County with the purpose of providing the County with the confidence to proceed to conversion knowing the outcomes of the execution of this test.

Refer to Training Plan in Appendix E which will include the following training types:

- User Training
- Technologists (Administrator/SME)Training
- Third Party Training Faculty
- Tax Discovery/Data Analytics Training

4.1.8.1 Testing

RSI's methodology focuses on constant validation, testing and verification with the County throughout the lifecycle of the project. This starts at the beginning of the project with requirements confirmation (with the actual software as described above) and continues into configuration and the design of any localized interfaces and processes. County team members obtain validation of the configuration by testing early and often. This approach allows testers to provide constant feedback on the solution, which enables issues to be identified and corrected early in the process, well before System Testing or Model Office Acceptance Testing. Ultimately, Model Office Acceptance Testing is fast-tracked as key County users will have been involved in the requirements, configuration and validation of the product throughout the system implementation phase which lessens rework later in the project.

RSI views testing as an important opportunity for knowledge transfer to County personnel. As described in several areas in this section, RSI plans to have County personnel engaged in testing activities and even leading some phases, such as Model Office Acceptance Testing. Where the County's resources are available, RSI's testing methodology is designed to transfer knowledge of how to properly test and regression test the application with the goal of empowering the County with a sound testing approach that can be utilized for years to come. Figure 4-2 depicts the planned test phases for a Revenue Premier project. RSI will provide sample use cases and test scripts as a reference guide for the Cook County project team.

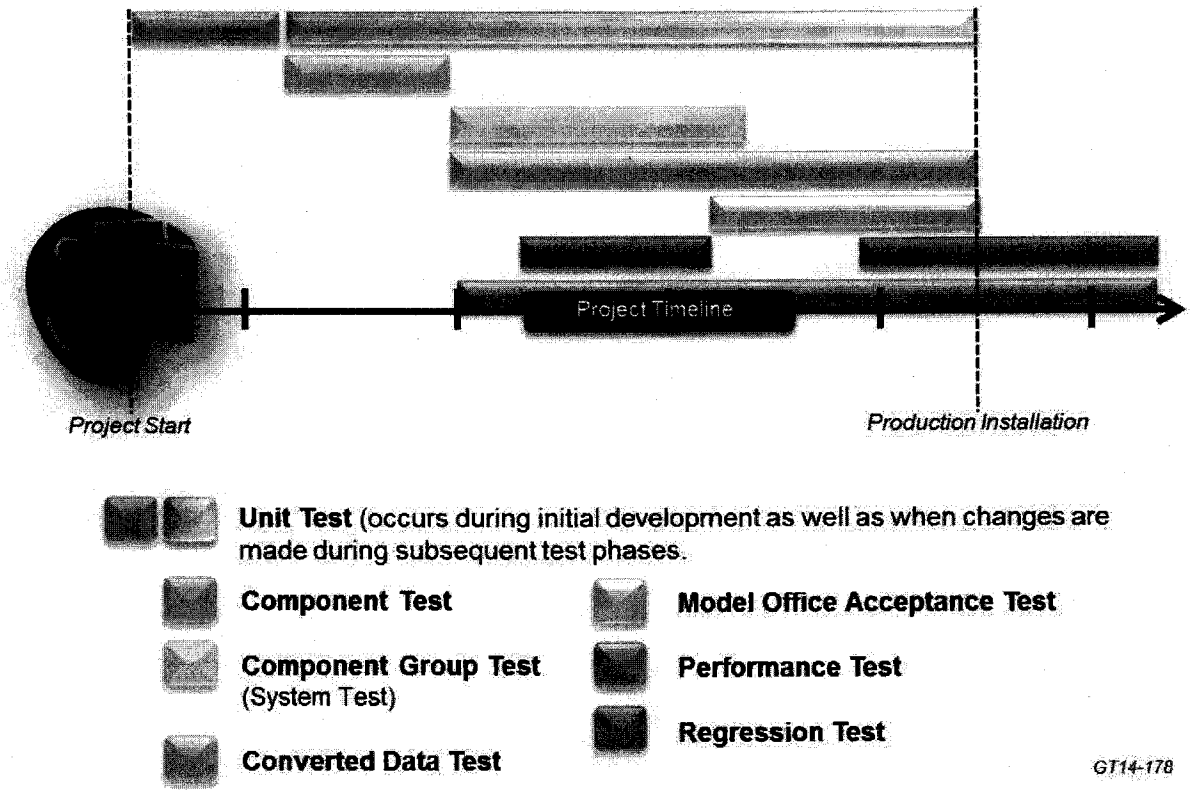


Figure 4-2: Planned Test Phases

Since Revenue Premier is a COTS product, the core system functions including security functions and features are built-in and tested as part of the base product in our Solution Center and further through each client's implementations and production usage. Therefore, testing for the project is focused and tailored to the County's account types, configurations, localization, interfaces, conversion, reports and security settings. As most of the County's configurations take place in the Business Rules Management System (BRMS), testing of the County's logic can be isolated.

Unit Testing

RSI will unit test County-specific business rule configuration and localized development for data integration programs, interfaces, notices, and reports. Proper unit tests improve quality by providing automated feedback that each component is working as initially designed. In cases where County has developed localized extensions (e.g., data extracts from County systems), County is responsible for unit testing the developed code.

County is responsible for unit testing its own code. This may occur in the instance County develops code to extract data from legacy systems. In this case, RSI would expect the extracts to be tested and available for use during conversion/data loads into RPE.

Component Testing

RSI shall be responsible for component testing of business rules within Revenue Premier. These are contained in a BRMS where core business rules (a baseline set of rules provided with the software to operate the solution) and most client specific configurations are incorporated into the

system. The BRMS testing tool is called BrUnit, and it allows the business analyst to perform both manual and automated testing on the business scenarios and understand the impact of rule changes on existing business scenarios. The BRMS testing tool provides the great advantage of being able to review the effects of business rule changes on business scenarios quickly and to demonstrate these changes to end-users easily.

Component testing is an iterative process confirming the configuration and business rules. RSI uses a "live" test environment to demonstrate the functionality as configured, and County confirms it meets requirements. RSI business analysts will demonstrate configuration changes and new development for reports to County end-users as part of Component Testing. Any issues uncovered during component testing will be resolved by RSI. The change will then be unit tested before it is returned.

Component Group Testing (System Testing)

Component Group Tests, sometimes called System Tests, are integrated functional tests derived from traceable user requirements that verify that all functions of the system are working as designed and that all processes and interfaces work together as intended end-to-end in a Production-like testing environment. Component Group test scenarios and scripts will be written and executed by a group of testers that include both RSI test team members and key County resources in a joint testing effort. The test scenarios will be tied to County requirements and designs, and the expected results versus the actual test results will be tracked through the Team Foundation Server (TFS) testing tool. County will provide a TFS environment on which RSI will install a Revenue Premier project repository including: requirements, work items, and test scripts. Test scripts will be modified or supplemented as needed per requirements, and used for Component Group Testing. Test data is created by RSI and County to fulfill each test scenario. Converted production-like data will be used for test scenarios once the converted data has passed its own testing, where and when possible.

All system problems found during Component Group Testing will be logged and tracked in TFS. Once an issue is resolved and provided in a new build in the test environment, the issue will be retested. Once all issues for a test scenario have passed retest, the test scenario will then be retested and the test metrics will be updated if the test scenario passes. If new issues are found, they will be logged and the test scenario will not passed until all steps of the test scenario are successful. All test results will be retained in TFS.

Model Office Acceptance Testing

Model Office Acceptance Testing is fundamentally different than a typical User Acceptance Testing phase. User testing will be fast-tracked as key County users will have been thoroughly involved in the requirements, iterative configuration process (configure – demo – refine), and validation of the product after completing Component Group Testing. The Model Office Acceptance Test phase will be led by County and supported by the RSI team. By leading the Model Office Testing effort, County personnel begin to take ownership of the solution and receive valuable knowledge transfer.

During Model Office (MO) Acceptance Testing, RSI and County will practice the process of moving the new system into a production-like environment with all necessary participants involved. MO testing will begin with validation and verification of converted data. This converted data will then be used to conduct production type functions in the new system to mimic a day in production. A day will include activities such as registering taxpayers, processing returns and payments, producing correspondence, reconciling financial transactions, managing case workflow, and reporting. County

team members are responsible for these test activities. Issues encountered will be addressed by both RSI and County, and, if necessary, more Model Office Acceptance Testing rounds will be performed until the County is comfortable with converting the new system to the Production environment. It will not be a re-execution of system testing using vendor produced test scripts.

Regression Testing

Regression Testing will be an ongoing effort, closely related to defect resolutions and change requests. The goal for Regression Testing is to validate that all the main functions of the system are still working as expected and have not been broken due to code or configuration changes or fixes that have been introduced. Regression tests prove that the system is ready for the next test phase. Note that developers will also unit test changes or fixes, prior to releasing them for regression testing.

4.1.8.2 Training

RSI recognizes that ultimately, the project is a success when County personnel have accepted the new system and are able to produce results. Training of County personnel begins on the first day of the project. An active role on the project is the first opportunity for team members to participate in on-the-job training. Knowledge transfer starts with the County's staff dedicated to the ITPS Project team, who will ultimately be the initial user experts of the system. It is here that day-to-day mentorship begins on functional and technical aspects of the Revenue Premier modules as well as the overall ITPS.

The training team executes the training methodology for the project, seen below in Figure 4-3, and reiterates when necessary for each implementation phase.

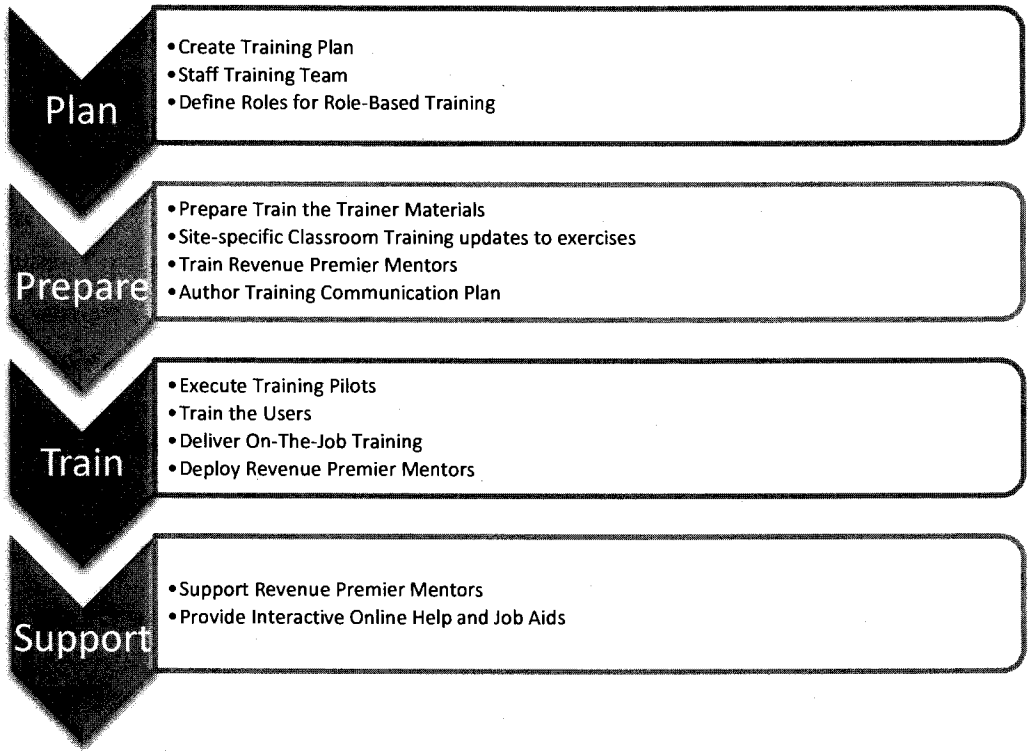


Figure 4-3: Training Methodology

Each of the four components of RSI's training methodology is described in more detail below.

Plan

RSI will develop a Training Plan during the initiation phase of the project and will revise and refine it as each release nears training and deployment. The Training Plan defines the training objectives of the project and the process by which they are achieved and measured. The implementation approach includes components such as traditional classroom instructor led training, On-The-Job (OJT) training, job aids, and mentors.

The training plan will identify role-based course curricula and the schedule. It primarily addresses training for Revenue Premier components because it impacts the majority of new users. Individuals that need more training to perform their new job functions start training earlier than individuals with less demanding new roles.

Prepare

RSI will revise the base Revenue Premier training materials to reflect the County-specific configurations. For example, hands on exercises will be customized for the County. In some instances, administrative guidelines and processes may change and functional job aids will be required. County will be responsible for creating these functional job aids, and RSI will assist as needed.

RSI will work with County to create a communication plan. The training communication plan will define how information is shared with County staff. The objective is to help prepare the organization for the new system. For example, newsletters may be used to communicate project status, instructions on how to register for training and identify how to get additional help if needed. County will be responsible for integrating the training communication with any broader agency communication programs and/or tools.

Train

RSI will begin end user training with training pilots prior to Model Office Acceptance Testing. The pilots will prepare individuals who are on the Model Office Acceptance Testing team. Training internal users will occur prior to production launch. The County's Revenue Premier mentors will be deployed as part of the production launch and learning continues with support and on-the-job training.

Training will follow the curriculum and schedule defined in the Training Plan.

Support

Training will not end once the class is over. County personnel will be supported by County mentors, training Job Aides, Revenue Premier's context sensitive online help and the County's helpdesk as a first line of support, and then, RSI team members as well. Internal users will also have access to the sandbox environment to reinforce the new skills learned during training.

4.1.9 Implementation (Rollout) Phase

The Implementation phase contains the necessary steps for production cutover. These steps are each explained below. Each of the activities mentioned below will be developed by RSI with input and approval by the County:

Preparation & Maintenance of the Implementation Timeline – The Implementation Timeline will contain tasks required leading up to and for performing the conversion and implementation of the ITPS solution. These tasks will be jointly administered by RSI and the County. Tasks requiring modifications to or stoppage of existing legacy modules and processes are the responsibility of the County and are coordinated through this Implementation Timeline and any necessary meetings.

Production Ramp-Up Schedule – The Ramp-Up Schedule is a document containing a list of all the offline processes that are executed. These may include mailings, invoices, or refunds. As these items can be sensitive in nature during any cutover, they are monitored closely. RSI will work with the County to select an acceptable number of records to execute once the system is in operation. The County will adjust to the new system in a reasonable manner, maintain control over volumes (manually or through business rules, if desired), and monitor the system for any items out of the ordinary.

Prepare & Maintain the Readiness Checklist – The Readiness Checklist is a high-level document that provides the team with the necessary assurance from the County that the production cutover may proceed. Unlike the Implementation Timeline, which contains detailed tasks that need to occur leading up to conversion, the Readiness Checklist is broader in scope. It contains items such as acceptance of the system during Model Office Acceptance Testing, verification/cleansing of converted data during mock conversions, training completion and government change communication. Together with the County, RSI will mark each item finished as they are completed leading up to the date of cutover/conversion.

Execute Conversion – As final data conversion executes, exceptions will be written to a report (with codes and explanations) for review by the County. This same process will have been executed in the Mock Conversion to identify and fix data issues prior to Go-Live. The County is responsible for final signoff to confirm that conversion has completed accurately based on the reconciliation reports developed for the conversion and other specific checks. User training is coordinated prior to Go-Live. Technical training is also executed simultaneously during mock conversions and Go-Live runs to familiarize County operations with batch control jobs and administrative tables in the production environment. Given the County team members' involvement throughout the project from design through testing, many key members of the staff will already be familiar with the system prior to formal training.

Deployment/Go-Live – The production system is effectively turned over to the County for use. RSI Team members will be on hand to support the County with the initial transition and to support the users during the early weeks of operation. During each Release, RSI will provide on-site support to troubleshoot implementation issues as well as provide software maintenance for baseline defects.

After all deployment activities are completed and the Revenue Premier system is live, the production environment will be monitored closely to determine if there are any issues to be addressed. Controlled production means taking daily checkpoints to understand performance of the system. Volumes of taxpayer returns and payments for processing may be throttled at the start of production to acclimate the County to the new system. Processes will be monitored closely to ensure that all activities are operating normally. Lastly, users are polled to ensure that the business of the County is being conducted as expected.

4.1.10 Payment Holdbacks for Failing to Meet SLA's and Project Deliverables

The RSI team shall provide a biannual report by the 20th of the month following the biannual close, of any outstanding defects reported during implementation and after Go Live for the life of the contract. The report shall document the RSI team's performance measures towards the following service level requirements.

Failure to provide this report is deemed a service level violation (and subject to a 5% withhold of the biannual maintenance invoice as described below).

In the event that the RSI team fails to meet the service level requirement outlined below, it shall investigate the root cause to determine if any trends exist. If any trends exist, it shall create a corrective plan of action. The RSI team shall present the County with the data on such trends, a copy of the corrective plan of action and regular updates on the success of the plan of action on an interval consistent with the biannual reporting.

For the purposes of the helpdesk SLAs a "Failure to Respond" occurs when the RSI team is in confirmed receipt of a service ticket and the RSI team fails to respond to the County within the timeframe defined in the SLA. The RSI team receipt of the service ticket shall be defined as the date/time of confirmed receipt by RSI via a mutually agreeable helpdesk submission process.

For each of the below SLAs: (1) measurements are biannual after go-live, except the completion of milestones, which shall be reported during the full lifecycle of the project, (2) the RSI team shall affirmatively monitor for SLA compliance and notify the County of SLA violations, (3) the RSI team shall give the County raw data to validate SLA compliance and calculation of credits and (4) the RSI team shall provide an executive summary of raw data that explains service level compliance for the determination of holdbacks, data trends, and emerging and ongoing issues.

The County reserves the right to hold back five percent (5%) of the biannual RSI maintenance invoice if RSI fails to satisfy each P1 SLA identified (within the Corrective Action Timeframe as defined below) and at least 4 days prior to the close of the previous billing period and properly reported (by County) in accordance with the Software License and Maintenance Agreement, with a maximum of 15 percent (or 3 defects) at any one time. Where the County identifies the SLA violation less than 4 days prior to close of the previous billing period, the County reserves the right to apply the holdback to the next billing period. The County will continue to withhold payment for the duration of a subsequent billing period for each P1 SLA identified (maximum of 15 percent (or 3 defects) until RSI satisfies it. RSI can bill for any resolved defects from a prior period at the end of the subsequent billing period.

The payment holdback shall not limit the rights of the County to take further legal action or use the escalation process as defined in the PSA; nor does a failure to satisfy a P1 SLA within the Corrective Action Timeframe in itself constitute a breach of the Contract.

Service Requirements	Service Level Agreement (SLA)	Holdback
The RSI Team completion of "deliverables" The pricing and fees are based on deliverables as defined in Exhibit 2.	The RSI Team shall provide all identified deliverables in a reasonably timely manner in accordance with the current, mutually agreed upon Project Plan and accepted by the appropriate (identified) County representative with such acceptance not to be unreasonably withheld.	For any deliverable that is not delivered in accordance with the defined acceptance criteria and in a reasonably timely manner by the RSI team, then the RSI team be provided five (5) business days to either remedy the issue or provide an acceptable plan for remedy (that may extend beyond the five days). Due to the collaborative nature of the solution and this ITPS project, it is recognized that RSI's ability to achieve deliverables will be dependent (in varying levels depending on the deliverable) on the County team. A project holdback of 5% with ½ released after R1 go live and remainder upon R2, as defined in Exhibit 2.
The RSI team helpdesk response time shall be at or below the response times listed as ***Critical P1*** priority.	Production operations affecting high impact business processes are down as a result of Licensed Software failing to function as specified in the contract. It has also been determined that no acceptable workaround to this issue exist to remedy the situation. **Corrective Action Timeframe:** Licensor will respond to Licensee within two (2) hours; Licensor will apply best efforts with the goal to resolve the issue within one (1) business day or a reasonable, agreed upon due date and time. Top priority will be given to the issue and all necessary resources will be immediately assigned. If applicable, an e-	Cook County's obligation to pay biannual payments for maintenance and support, as defined in Exhibit 2.

Service Requirements	Service Level Agreement (SLA)	Holdback
	patch will be released as soon as the issue has been resolved. RSI shall provide the following deliverables for each issue reported: • A Root Cause Analysis • Plan of Action • Remediation Plan	
The RSI Team helpdesk response time shall be at or below the response times listed as ***Medium P2 priority.***	Significant product functionality impacting some business processes is not working as defined in the contract, however the majority of functionality and primary operations are working or the issue has been deemed less impactful than a P1. It has also been determined that no acceptable workaround to this issue exist to remedy the situation. **Corrective Action Timeframe:** Licensor will response to Licensee within four (4) hours; work around identified within one (1) to three (3) business days. Licensor will apply best efforts with the goal to resolve the issue within one (1) to three (3) business day or an agreed upon due date and time. RSI shall provide the following deliverables for each issue reported: • A Root Cause Analysis • Plan of Action • Remediation Plan High priority will be given to the issue and all necessary resources will be assigned to the issue. If applicable, an e-patch will be released as soon as the issue has been resolved.	N/A

Service Requirements	Service Level Agreement (SLA)	Holdback
The RSI Team helpdesk response time shall be at or below the response times listed **as *Low P3 priority***.	There is a problem, but it does not significantly impact work because there is a mutually agreed upon short term workaround. **Corrective Action Timeframe:** Response to Licensor within one (1) business day; resolution of the issue to be included in the next product release yet to complete development. Reported issue is a "non-problem," for example, a request for service, "how to" questions, new feature suggestion, or requests for installation of application(s) on new equipment. Lower priority is given to the issue and the appropriate resources will be assigned to the issue. If applicable, an e-patch will be released as soon as the issue has been resolved. RSI shall provide the following deliverables for each issue reported: • A Root Cause Analysis • Plan of Action • Remediation Plan	N/A
Enhancement Suggestions (Submitted to RSI helpdesk) ***Low P4 priority*:** General System/Application/ User Support, Software Updates, and other Non-Warranty Items (including Application Support, Issue Resolution Due to County, etc.).	No SLAs Specific SLAs can be determined and finalized as part of a Post Go Live Support Agreement.	N/A

Note: The table outlined below may also be subject to performance credits as they are considered within scope. RSI will work with County in successfully meeting the acceptance criteria.

If a workaround agreed to by the Licensor and the Licensee can be applied, then the priority may be downgraded to the next level.

i. When a P1 issue occurs, Licensor will use reasonable efforts to resolve the issue and bring the system back to a functioning state within 4 hours. Licensor expects the following:

   a. The Licensee to give unrestricted access to the system as well as provide the appropriate staff to assist in the resolution.

   b. The Licensee establishes one senior level primary point of contact (e.g., manager or supervisor) that will:

      i. In conjunction with Licensor support personnel, agree on Priority and action plan; and,

      ii. Provide a designated Licensee person onsite to provide all coordination. This person must be trained on the Licensed Software and understand its specific Environment(s).

ii. Licensee will perform first level triage and be able to provide Licensor application logs along with any error messages in order to diagnose the issue.

iii. If a P1 or P2 issue occurs and the Licensee has not performed reasonable triage, to include ruling out Environment(s) issues, and requests Licensor's support (either onsite or remote) then Licensee may be liable for Licensor's time and expenses if the issue is determined not to be caused by the Licensed Software.

Any delays caused by Licensee's triage/resolution activities are out of Licensor's control, and will impact the issue resolution timeframe.

4.1.11 Contract Performance Review and Final Acceptance

a. RSI shall schedule a close out session 14 days after the 90 days onsite support period ends for the final software release, per release. RSI shall include in this meeting representatives from each business area and the Executive Steering Committee.
b. RSI shall establish a recurring contract performance review schedule. RSI shall review contract performance biannually, after Final Acceptance, during the years of support and maintenance.
c. RSI shall prepare an executive summary of raw data that explains service level compliance for the determination of holdbacks, data trends, and emerging and ongoing issues
d. RSI shall confirm the Go-Live dates and system warranty expiration date based on contract terms.
e. RSI shall abide to the following performance metrics:

Contract Performance Criteria	Description – acceptance criteria	Acceptance via
1. System reliability;	System architecture supports automatic load balancing, mirroring, and automatic failover to backup/DR location. It is understood that County is responsible for acquiring, installing and testing all infrastructure to support these features.	Form signed by PM and Project Sponsor (or emailed approved).
2. System functionality;	System requirements traceability to implemented functionality using the RTM as the basis for PM review. **Refer to Attachment - System Requirements Traceability Matrix (RTM)**.	Acceptance Form signed by PM and/or Project Sponsor (or emailed approved).
3. System integrates with the existing technologies	System can successfully integrate with the recommended existing technologies, as defined in the RTM.	Acceptance Form signed by PM and/or Project Sponsor (or emailed approved)
4. Critical data is available in the new system;	Data in the existing "in scope" databases listed in the scope and assumptions is successfully migrated to the new system, and seamlessly integrates with all other system components.	Acceptance Form signed by PM and/or Project Sponsor (or emailed approved).
5. Project transition;	Vendor submits all acceptance forms for all deliverables – as accepted and signed at each phase, including UAT signed forms.	Acceptance Form signed by PM and/or Project Sponsor.
6. Budget and schedule;	Key deliverables were executed on time and on budget. Project costs were contained to/or about the originally agreed amount including any change orders. A final report should be presented for signoff.	Final Report signed by PM and/or Project Sponsor.

Preparation & Maintenance of the Implementation Plan, as referenced in Section 3.1 above, contains every task required leading up to and for performing the conversion and implementation. These tasks are jointly administered by RSI and the County. Tasks requiring modifications to or stoppage of existing legacy modules and processes are the responsibility of the County and are coordinated through this Implementation Timeline and any necessary meetings.

Production Ramp-Up Schedule – The Ramp-Up Schedule is a document containing a list of all of the offline processes that are executed by the scheduler. These may include mailings, billings, or refunds. As these items can be sensitive in nature during any cutover, they are monitored closely. RSI works with the County to select an acceptable number of records to execute once the system is in operation. The County will adjust to the new system in a reasonable manner, maintain control over volumes (manually or through business rules, if desired), and monitor the system for any items out of the ordinary.

Prepare & Maintain the Readiness Checklist – The Readiness Checklist is a high-level document that provides the team with the necessary assurance from the County that the production cutover may proceed. Unlike the Implementation Plan, which contains detailed tasks that need to occur leading up to conversion, the Readiness Checklist is broader in scope. It contains items such as acceptance of the system during Model Office Acceptance Testing, verification/cleansing of converted data during mock conversions, training completion and County change communication. Together with the County, RSI marks each item finished as they are completed leading up to the date of cutover/conversion.

Execute Conversion – As final data conversion executes, exceptions are written to a report (with codes and explanations) for review by the County. This same process would have been executed in the Mock Conversion in hopes that any fall-out was identified and fixed prior to Go-Live. The County is responsible for final signoff to confirm that conversion has completed accurately based on the reconciliation reports developed for the conversion and other specific checks. User training is coordinated prior to go-live. Technical training is also executed simultaneously during mock conversions and go-live runs so that County operations are familiar with batch control jobs and administrative tables in the production environment. Given the County team members' involvement throughout the project from design through testing, many key members of the staff will already be familiar with the system prior to formal training.

Deployment/Go-Live – The production system is effectively turned over to the County for use. RSI Team members are on hand to support the County with the initial transition and to support the users during the early weeks of operation. During each Release through Release 4, RSI will provide on-site support to troubleshoot implementation issues as well as provide software maintenance for baseline defects.

After all deployment activities are completed and the Revenue Premier system is live, the production environment will be monitored closely to determine if there are any issues to be addressed. Controlled production means taking daily checkpoints to understand performance of the system. Volumes of returns and payments for processing may be throttled at the start of production to acclimate the County to the new system. Processes are monitored closely to ensure that all activities are operating normally. Lastly, users are polled to ensure that the business of the County is being conducted as expected.

4.1.12 Project Closeout

Project closure is the last task of implementation in RSI's COTS Software Implementation Methodology. RSI has tailored its project closure methodology to address the needs for a COTS implementation of Revenue Premier.

As the project moves to closure, a Final Project Report, or Closure Report, will be presented. The Closure Report will be developed in conjunction with County personnel. The focus of Project Closure Report will verify acceptance of project closing work products including:

- Review Deliverable Acceptance Checklist
- Review Risk Register and Issue Log
- Turn over all system functions to operations
- Operation and Transition Plan
- Reallocate project resources, including staff, facilities, and equipment
- Closeout of financial accounts and contract
- Archive project documentation
- Document lessons learned of the project

5.0 SOLUTION OVERVIEW

RSI is recommending an On-Premise infrastructure solution for the Cook County ITPS as part of the base proposal.

High Level Overview of Revenue Premier's System Architecture

The key design principles upon which Revenue Premier is built include the following:

- **Extensibility** - the solution is customizable and extendible to meet County's needs.
- **Scalability** - the system can grow to meet increasing processing demands without changing the underlying software implementation.
- **Open Architecture** - the County can continue to leverage the underlying services to integrate with new technology. Revenue Premier is designed using SOA principles allowing future integration and expansion.
- **High Availability** - the system will be resilient to errors and failures and continue to run even if one or more components fail. In addition the system does not always need to be taken off-line to perform upgrades or run off-line processes.
- **Flexibility** - the product can easily be adapted to modify business processes, in particular via the openness, but also the business rules engine (see Services - Business Rules Layer below).
- **Upgradability** - RSI stands behind the product and customer-specific extensions will not be impacted when new features are released. Customers receive upgrades at no additional cost with Revenue Premier.

Revenue Premier is architected as an N-Tier solution, meeting the goals of the County for an industry leading COTS solution. Figure 5-1 describes how these components come together to achieve these goals, and concisely depicts the layers of the architecture.

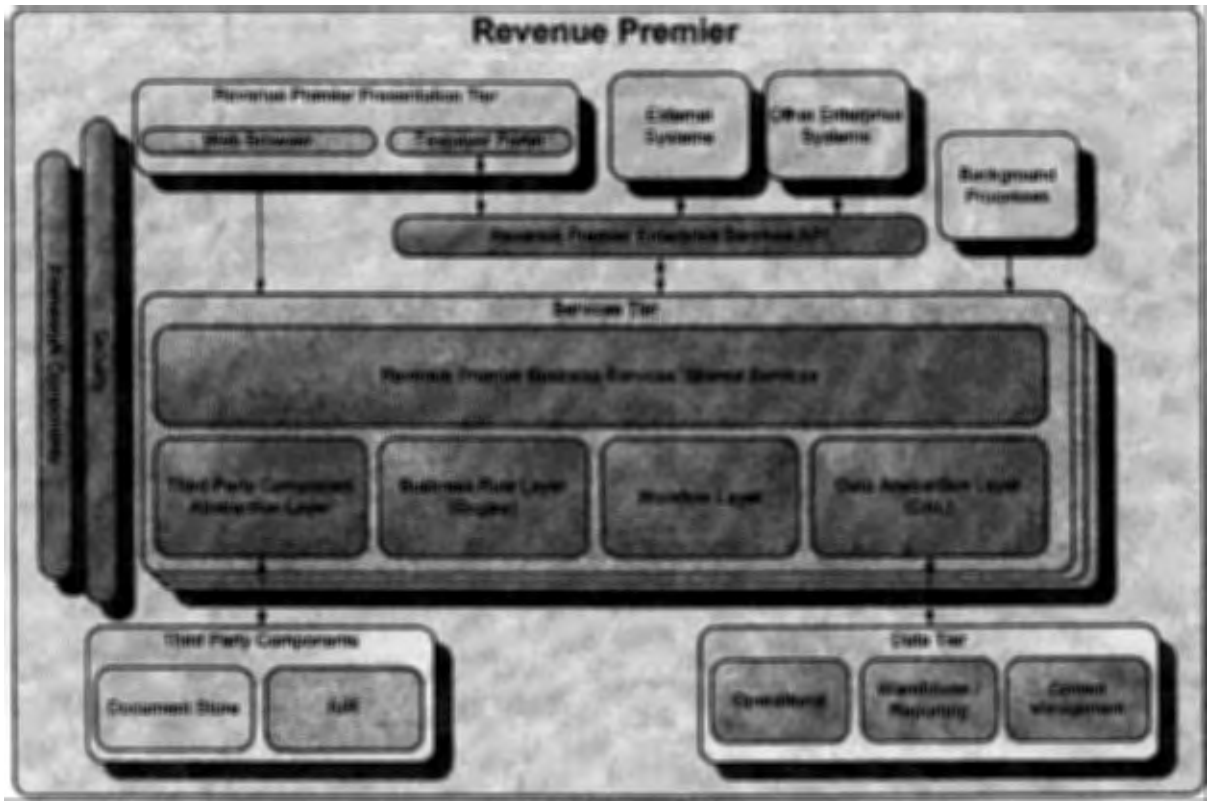


Figure 5-1: Revenue Premier System Architecture

Revenue Premier is architected in separate tiers, which enables integration with other systems and high availability.

Presentation Tier

RSI's Revenue Premier User Interface (UI) for both staff and County customers is presented within a web browser. Significant user feedback from customers, collected during Usability Studies, was instrumental in the design of the UI. It was designed to provide a user experience similar to that of the Internet, making it easier for users to learn how to use and navigate Revenue Premier.

Enterprise Services API Tier

The Enterprise Services Tier provides Revenue Premier's Taxpayer Portal and third-party applications with access to Revenue Premier core functionality and data stores. Third parties may integrate with Revenue Premier by making calls through web services. This provides real-time access to Revenue Premier functions mediated by the Role-Based Access Control security model. The Enterprise Services API Tier enables maximum reuse and consolidation of existing IT assets and also provides additional security and mediation between enterprise consumers of the API and the Revenue Premier business services.

Services Tier – Revenue Premier Business Services

Revenue Premier's Business Services encapsulate all business logic contained within Revenue Premier. This business logic is reused for on-line, off-line, administration and public portal functions. Revenue Premier Business Services deliver functionality for the following:

- Taxpayer Registration
- Return/Payment processing
- Refunds
- Penalties and Interest
- Taxpayer Accounting
- Revenue Accounting
- Pre-Collections/Collections
- Auditing
- Bankruptcy
- Decision Analytics
- Reporting/Document Management
- Workflow Management
- Inventory Management
- Online Services
- Security
- Integration
- Tax Discovery

Services Tier – Third-Party Component Abstraction Layer

For non-tax administration specific business functions (correspondence, content management, business rules, address validation, etc.), RSI integrates third-party components in the Revenue Premier solution. These third-party components continuously evolve and improve in the marketplace driven by a larger, commercial user base. At any given time, what is determined "best of breed" becomes outdated and a new entrant to the market becomes the leader. Revenue Premier adopts all third-party component integration through an abstraction layer, which enables new products to replace old technology easily. This also enables our customers to leverage their own choices related to third-party products. For example, a customer recently required an alternative document engine. RSI was able to add a new adapter using the established API to utilize the new engine. RSI exceeded that customer's requirement. RSI's philosophy is one of leveraging best of breed products to offer customers the most robust industry-leading choices, and not one of constraining our customers to homegrown solutions or vendor-dictated preferences.

Services Tier – Business Rules Layer (Engine)

In enterprise business systems, business rules and policies change more frequently than the rest of the system. It is for this reason that modernized, enterprise-class software systems encapsulate these business rules within a Business Rule Management System (BRMS). A fully enabled BRMS solution, such as Revenue Premier, allows the County the flexibility to easily modify the solution, with or without vendor assistance, when the County's business rules change. So, within Revenue Premier, RSI provides a full tax system set of functions, for example, a tax return processing module or a refund module. The "how" something is processed, for example, how a tax form is validated and what may trigger review, are stored in business rules changeable by the agency.

By embedding a BRMS in Revenue Premier, RSI enables its customers to make faster, more consistent business decisions with business rules that are completely automated and stored in a central location. Our customers can also change rules quickly, providing greater business agility – developers or advanced business users can maintain business rules. FICO Blaze Advisor, our selected BRMS, executes rules based on the most advanced inferencing technology that benchmarks more than 300% faster than competitive engines at the highest levels of complexity.

The Blaze Advisor BRMS is a key element of the Revenue Premier architecture, which enforces a clean separation of business logic from other system concerns, such as presentation (screens) and persistence (data storage). Implementing business rules in this manner minimizes the impact of

business rule changes to the system, which maximizes the agility of the system and our customers' ability to stay current with changing business rules. This means that when business rules change, the County does not need to change the core Revenue Premier code base and does not have to wait for or rely upon a vendor; the business rule changes are contained within the Business Rule Engine Repository.

Through successful application of proprietary rule evaluation algorithms within Blaze Advisor and carefully designed rule deployment strategies, RSI has achieved optimal performance and scalability with business rules. Further, Revenue Premier business rules can be authored in the Blaze Integrated Development Environment (IDE) or by business users through web-based Rule Maintenance Applications (RMA). This ensures the County's business community has visibility into the implementation of business rules and reduces dependency on costly software development resources. These same business rules are used across all areas of Revenue Premier ensuring there is never dual maintenance of business rules.

Services Tier - Workflow Layer

Revenue Premier includes workflow functionality responsible for automatic case staging, case escalation and case assignment. Revenue Premier uses workflow for all work item types, including suspended documents, refund and invoice exceptions, overpayment and underpayment notifications, receivable staging and compliance case staging. As illustrated by the underpayment workflow example in Figure 5-2, business rules initiate work items. Workflow then progresses the work item through a series of stages based on the County's business rule processing requirements.

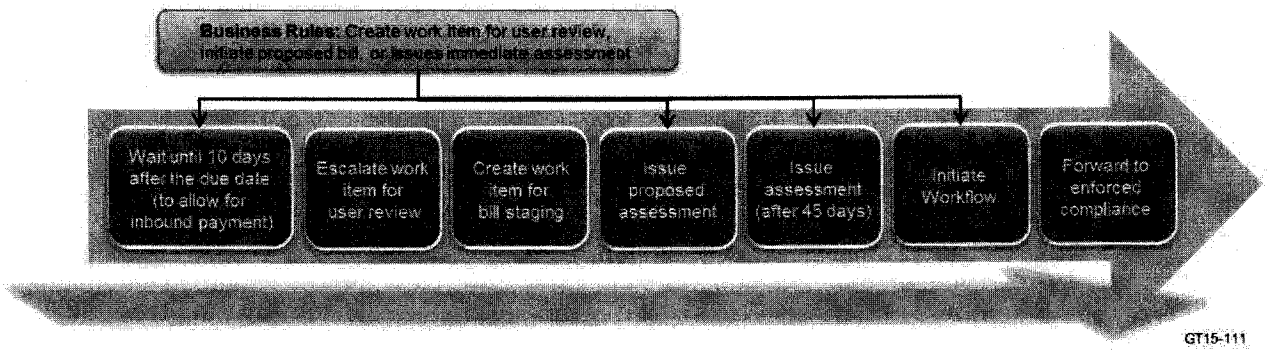


Figure 5-2: Revenue Premier Workflow Example

Revenue Premier includes a cross-function workflow capability that enables automated business processes with ease.

Revenue Premier's ability to support multiple workflows, initiated by the County's business rules, allows tailoring the system for each filing and work item type to meet County's way of doing business. The system also provides the County with a complete picture of:

- Quantity of existing work items
- Work item status
- Quantity of problem work items that require additional resources.

At any point in time the County knows, for example, how many credits or refunds are queued for approval, how many bills are staged, how many correspondences were sent and how many mails were returned. The status of all work items is easily visible as shown in Figure 5-3 below.

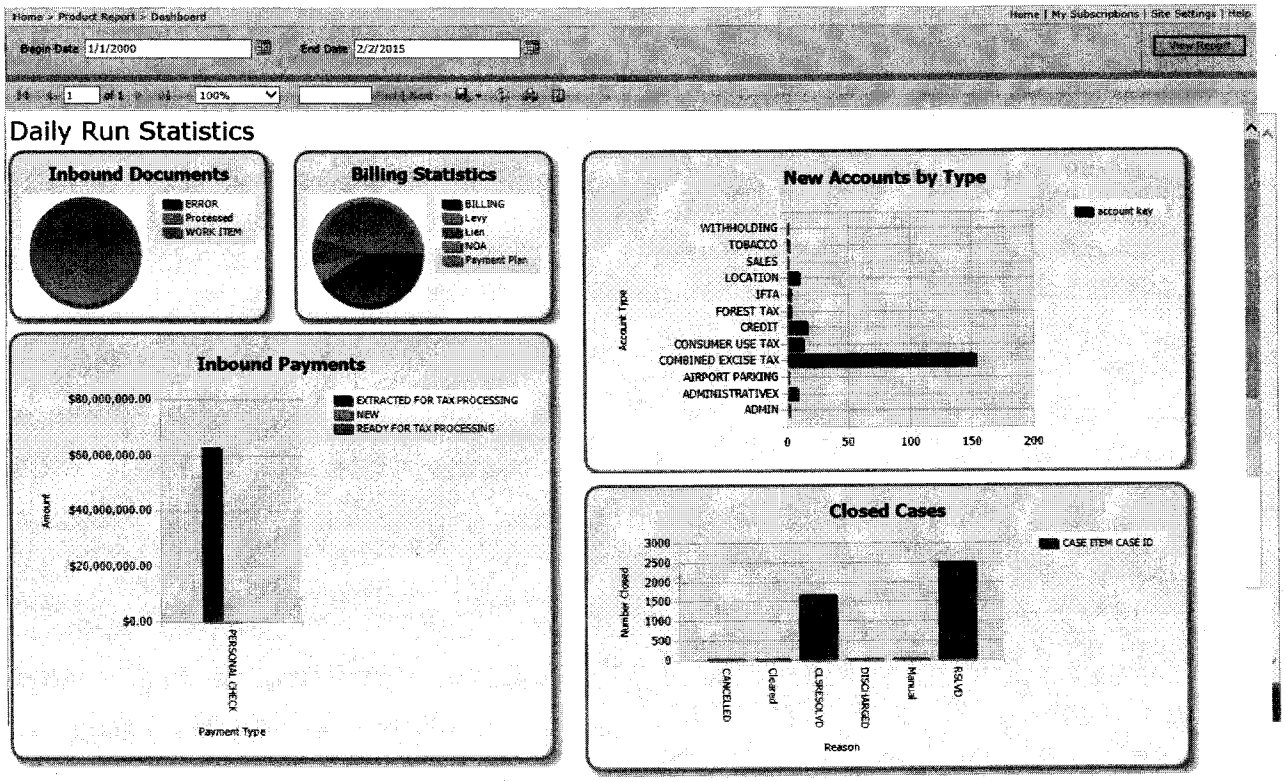


Figure 5-3: Workflow Status

The County has full awareness of how many work items are in the system and their status.

Services Tier - Data Abstraction Layer

The Data Abstraction Layer (DAL) contains the read, create, update and delete logic within the application. The DAL accesses information regardless of its location or storage format. The DAL is separated from the Business Services Tier so that it may focus on the concerns related to translating data from its storage into object data structures.

Data Tier

The data layer is responsible for the access to the physical database store. This layer retrieves, updates, and creates new records using SQL statements. Abstracting database access gives RSI the capability of "switching out" the underlying Revenue Premier database without losing any of Revenue Premier's functionality or capabilities.

In addition Revenue Premier's data model is open and available to all Revenue Premier customers. This is not the case with all COTS products. Revenue Premier's open data model can be extended through the use of User Defined data structures to better meet the County's needs going forward.

6.0 KEY STAFF

All staff will be assigned to perform the Services on such basis (e.g., full time assignment or otherwise) as needed to ensure that the Services are provided in workmanlike manner and in accordance with this Agreement. Key staff will devote his or her best efforts on the Project and be on site in accordance with the scheduled commitment stated in the table below. No re-deployment of any key staff may be made by RSI without the prior written consent of the County and made thirty (30) days in advance of re-deployment. RSI agrees to supply the key staff proposed for the duration of their proposed task assignment in the Workplan, throughout the Term other than for Just Cause. "Just Cause" is defined as death, medical disability, resignation, termination, or military recall.

Table 6-1 outlines the staff assigned to the project along with their scheduled commitment. Key staff are named.

Table 6-1: RSI Roles and Responsibilities

RSI Project Role	Individual Approx. %	Responsibilities
Project Director	Paul Panariello R1 = 15% R2 = 10%	The RSI Project Director is responsible for client satisfaction and overall project success and will primarily be involved through the Project Steering Committee meetings and communication with the RSI Project Manager and other RSI staff. The RSI Project Director will also address issues regarding staffing, project scope, contract obligations, and critical risk management, as well as serve on the Project Steering Committee. In addition, the RSI Project Director will attend regularly scheduled meetings and will remain engaged throughout the project through regular communication with the RSI Project Manager, the County project stakeholders, and various other team members.
Project Manager	Michael Minton R1 = 100% R2 = 100%	The RSI Project Manager is responsible for project delivery. Primary responsibilities include project leadership, work plan development and management, staff management, project financials, issue/risk mitigation and resolution, quality management, deliverable acceptance, and client relationship management. The RSI Project Manager provides guidance for the configuration of the Revenue Premier product with respect to meeting the stated requirements, and achieve the stated objectives. The RSI Project Manager will work closely with the County Project Manager to plan, coordinate, manage, and report on project status, and will be a member of the Project Steering Committee.

RSI Project Role	Individual Approx. %	Responsibilities
Functional Lead	David Casey R1 = 100% R2 = 100%	The Functional Lead has overall responsibility for the business solution being delivered. Responsible for the management and successful completion of all deliverables related to the business solution including requirements confirmation, configuration and design, and system implementation. As a Revenue Premier product expert, this position will ensure the application of best practices leading to the successful implementation of the Revenue Premier software. As an in-depth expert in the architecture and design of the Revenue Premier software, and with knowledge of the business requirements, this role will navigate the RSI Team through the implementation of the County's processes and workflows. The Functional Lead will be the conduit for RSI personnel to the RSI Solution Center and Implementation Center and will be the liaison with other Revenue Premier Subject Matter Experts to leverage lessons learned from other client implementations.
Technical Lead	John Barron R1 = 50% R2 = 50%	The Technical Lead is responsible for the solution Infrastructure. The Technical Lead will be responsible for all technical deliverables and work products including the technical architecture, data security and integrity and hardware and software installation support. The Technical Lead will also be responsible for supporting the establishments of the various project environments (Development, Test, Production, etc.) by County staff. The Technical Lead is also responsible for performance test oversight.
Infrastructure Architect	Unnamed R1 = 50% R2 = 50%	The Infrastructure Architect works along with the Technical Lead to support the County's installation and maintenance of the hardware and software utilized for the overall solution and implementation. They are also responsible for security related tasks.
Build Manager	Unnamed R1 = 100% R2 = 100%	The Build Manager is responsible for determining which components are included in each software build and coordinating cross-team dependencies. The Build Manager administers the configuration management process, plans and procedures to ensure that the product is properly configured and that new code deployments are successfully tested.

RSI Project Role	Individual Approx. %	Responsibilities
Product Specialist	Unnamed R1 = 100% R2 = 100%	The Revenue Premier Product Specialist is knowledgeable in aspects of the Revenuer Premier solution having worked on the development of the software and from direct involvement in multiple customer implementations. The product knowledge, along with practical customer implementation experience, enables the Revenue Premier Product Specialist to advise the RSI Team on lessons learned from other configurations and deployments. The Product Specialist co-ordinates support from the RSI Solution Center and the Implementation Center to research and resolve software issues that may arise or to suggest methods by which other customers implemented solutions for similar requirements.
Implementation Lead	Unnamed R1 = 100% R2 = 100%	The Implementation Lead is responsible for working with the Product Specialist and Functional Lead, and other RSI architects to define, prioritize and schedule technical and functional modifications. The Implementation Lead works with developers to implement the designs and works with the Quality Assurance team to ensure customizations meet requirements and quality standards/ In addition, this lead is responsible for the subset of functionality that requires on-site customization.
Business Rules Team	Unnamed R1 = 100% R2 = 100%	Working under the direction of the Revenue Premier Product Specialist and the Functional/Implementation Leads, this role is responsible for developing County specific business rule extensions for the ITPS.
Developers & Interface Analysts	Unnamed R1 = 100% R2 = 100%	Working under the direction of the Implementation Lead, this role is responsible for developing County specific reports, notices, interfaces and customizations.
Conversion Lead	Unnamed R1 = 100% R2 = 50%	The Conversion Lead is responsible for defining the Conversion Plan and executing the plan with the involvement of County resources. The Conversion Lead will apply best practices leading to the successful conversion of source data to the Revenue Premier software. The Conversion Lead is responsible for all aspects of data conversion planning, data mapping, data conversion software design and development, data conversion testing, and data conversion verification. The Data Conversion Lead will work closely with the designated County conversion liaison to formulate the data conversion strategy and to orchestrate the conversion(s) so as to be in sync

RSI Project Role	Individual Approx. %	Responsibilities
		with the phased implementation plan for the Revenue Premier solution.
Conversion Analyst	Unnamed R1 = 100% R2 = 75%	The Conversion Analyst supports the conversion lead in the mapping and development of legacy data into the new ITPS.
Training Lead	Unnamed R1 = 100% R2 = 50%	The Training Lead is responsible for the management and successful completion of the tasks associated with user adoption of the system. Responsibilities include assembling and tailoring the training material for the specific requirements of the County project, preparing the training environment and conducting the instructor-led training and train-the-trainer courses.
Testing Lead	Unnamed R1 = 100% R2 = 100%	The Testing Lead is responsible for the management and successful completion of testing related deliverables of the project. Also responsible for assisting the County in preparing the users for the roll out of the proposed solution. Working with the County and the RSI Team, the Test Lead will create and maintain the Test Plan. This position is responsible for managing test activities, overseeing the documentation of test conditions and development of test scripts, accumulating test progress, completing and reviewing test plans, conditions and scripts, and monitoring and reporting test progress. The Testing Lead will participate in the Test and Train Phase, providing support and guidance to RSI and County testers as they complete the various test phases.
Business Analyst / Test Analyst	Unnamed R1 = 100% R2 = 100%	The Business Analyst/Test Analyst supports the Test Lead in testing the system to verify that the configuration and development meets the requirements set forth by the team. Testing tools will be utilized to track progress, thus allowing the test lead to understand progress and status throughout the various testing phases.

Table 6-2 details the anticipated roles and responsibilities of County resources during each release of the project. The % Time Allocation is an estimate of the County's Resource's time allocation, for their particular period of participation on the project, based on the Project Schedule.

Please note that the technical roles identified are only needed if the County determines that they do not want to contract with RSI for all ongoing support of the system after implementation.

Table 6-2: Proposed County Project Personnel and Responsibilities

Role	Responsibility	County Resources	% Time Allocation (subject to project phase, tasks, and time line)
Executive Sponsor	Provide guidance, leadership and support for the ITPS replacement program.	1	10%
Project Manager	Responsible for overall management of the project, including delivery of the required changes to achieve the project benefits, within the defined schedule, cost, and scope.	1	100%
Executive Steering Committee	Overall program oversight, resolution of issues, program direction for multiple projects affecting the County.	3-4, depending on assignments by the Executive Sponsor	10%
Subject Matter Experts/ Testers	County subject matter experts for each functional area of the system including IT and Systems Administration areas who will be responsible for making decisions on behalf of the business community. They will also be responsible for attending iterative configuration sessions, clarifying requirements as needed and reviewing deliverables. These individuals will also participate in the System Testing and Model Office Acceptance testing and are expected to become Revenue Premier subject matter experts.	3-4	25-100% (Varies over time depending on project phase and specific project tasks)
Technical Lead	The Technical Lead establishes the technical environments, oversees hardware and software installation and oversees migration procedures to support interim and final software releases.	1	100%
Business Rule Analysts	Business rule authors utilize the BRMS of Revenue Premier to configure and test the business rules configured by the team and subject matter experts.	2	100% (if the County will provide ongoing support)
Application Developers	County developers support the gathering of legacy system inventories, if not yet complete, such as notices issued, forms processed and	2	Up to 100% (if the County will provide

Role	Responsibility	County Resources	% Time Allocation (subject to project phase, tasks, and time line)
	reference values, to facilitate requirements discussion and prepare for system configuration, conversion and interfaces. In addition, the County developers work to extract data for conversion and work closely with the conversion lead during the conversion processes		ongoing support) 100% for conversion activities
Model Office Test Lead	The Model Office Test Lead develops the project test strategy across the project, and participates in integration and conversion discussions to understand implementation details.	1	100%
Database Administrator	Administer the project databases. Contributes to performance test and performance tuning.	1	Up to 100% (if the County will provide ongoing support)

7.0 PAYMENT MILESTONES

In accordance with Exhibit 2 of the Contract, Table 7.1 provides a summary of the proposed RSI deliverables that will either be developed or updated after each of the two major releases based on RSI's COTS Software Implementation Methodology. Non-services based deliverables, such as for software, software maintenance and hardware purchases will be invoiced at the time RSI purchases the component.

Table 7-1: List of Deliverables

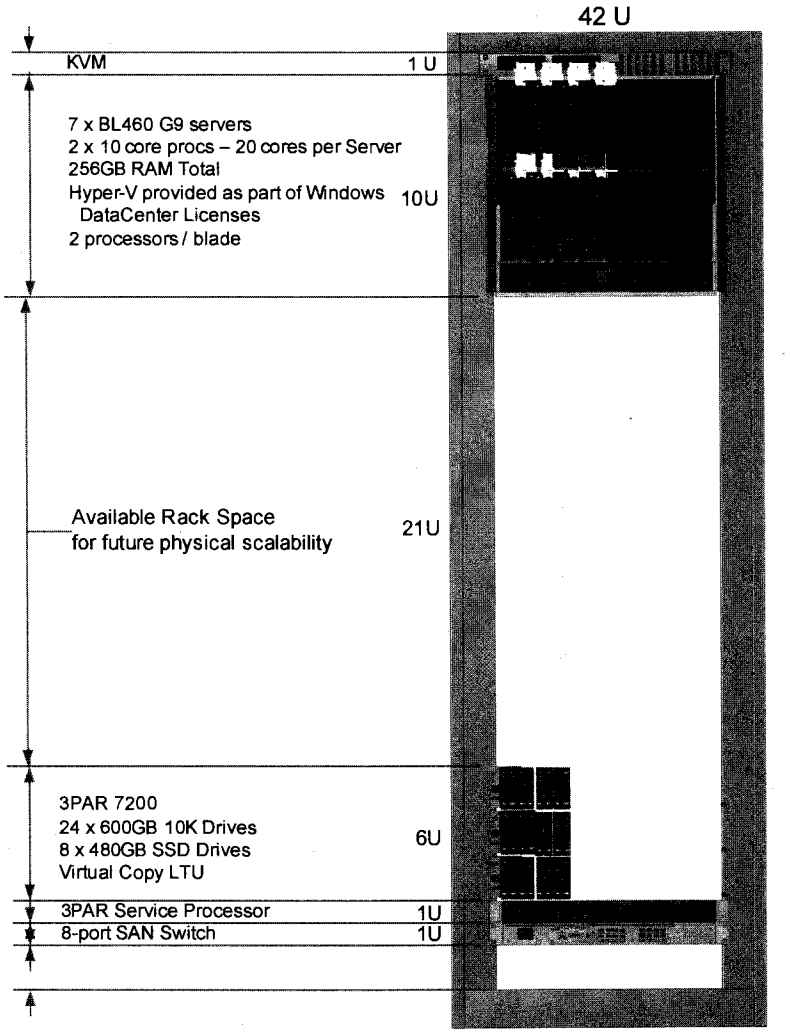
RSI Methodology Deliverable	Description	Project Release
Project Management Plan	The Project Management Plan is produced after the project kickoff and is jointly agreed to between RSI and the County Project Manager. The PMP contains the following plans and sections: • Scope Management Plan • Project Schedule • Staffing and Resource Management Plan • System Implementation Plan • Change Management Plan • Quality Assurance / Delivery Management Plan • Communication Management Plan • Issue Management Plan • Risk Management Plan	Initiation (Startup)
Technical Architecture Configuration	The Technical Architecture Configuration defines each of the system environments (e.g., Development, Production, etc.), the hardware/software for each environment and provides a diagram(s) for each environment.	Initiation (Startup)

RSI Methodology Deliverable	Description	Project Release
System Requirements Confirmation	RSI will conduct requirements confirmation sessions to clarify understanding of the requirement, demonstrate the requirement in a "Sandbox" environment (where applicable), and document that the requirement will be met through either configuration or new development. The System Requirements Confirmation includes a Requirements Inventory and a disposition for each requirement identified in the SOW and including exhibits.	Initiation (Startup)
Data Conversion Plan/Design	The Data Conversion Plan defines the approach for converting the legacy data to Revenue Premier and includes an inventory of data to be converted, assessment of legacy data and conversion specifications.	Created in Release 1 and Updated for Release 2
Configuration Specifications & Design Specifications	RSI will conduct the necessary design familiarization sessions to confirm the necessary site-specific configurations to the application and perform the configurations in the application. The County will validate that the site-specific configurations are acceptable through hands-on demonstrations in the functioning application. In areas that require development (e.g., interface, report, notice, etc.), these will be defined at the general system design level in a Design Specification document that will be produced by RSI as part of this deliverable.	Created in Release 1 and Updated for Release 2
Start System Test	Start of the System Test for the release.	Created in Release 1 and Updated for Release 2
Start Model Office Test	Start of the Model Office Test for the release.	Created in Release 1 and Updated for Release 2
Train-The-Trainer Complete	RSI will complete the delivery of Train-the-Trainer training courses agreed to by RSI and the County inclusive of delivering the user guides.	Created in Release 1 and Updated for Release 2

RSI Methodology Deliverable	Description	Project Release
System Deployment	RSI will perform the deployment of the release-specific system to the production environment. System deployment is the date the County begins using the system in the production environment.	Created in Release 1 and Updated for Release 2
Software, Hardware and Maintenance	RSI will provide the County with a bill of materials outlining the software and hardware that must be purchased to meet the requirements of the contract. RSI will obtain approval by the County prior to procuring the hardware or software.	As purchased by RSI

8.0 HARDWARE AND SOFTWARE

A hardware complex of Hewlett Packard (HP) hardware for servers and SAN storage will support the Revenue Premier software based on RSI's hardware and software recommendations. The equipment will be procured and installed, certified ready for use by County according the general specifications below.



Rack: Revenue Premier

Figure 8-1 below shows the recommended computer and storage resource allocation and how the solution environments will be deployed. Load balancing and SAN switching equipment is included. County is responsible for all network, firewall, load balancing and VPN equipment.

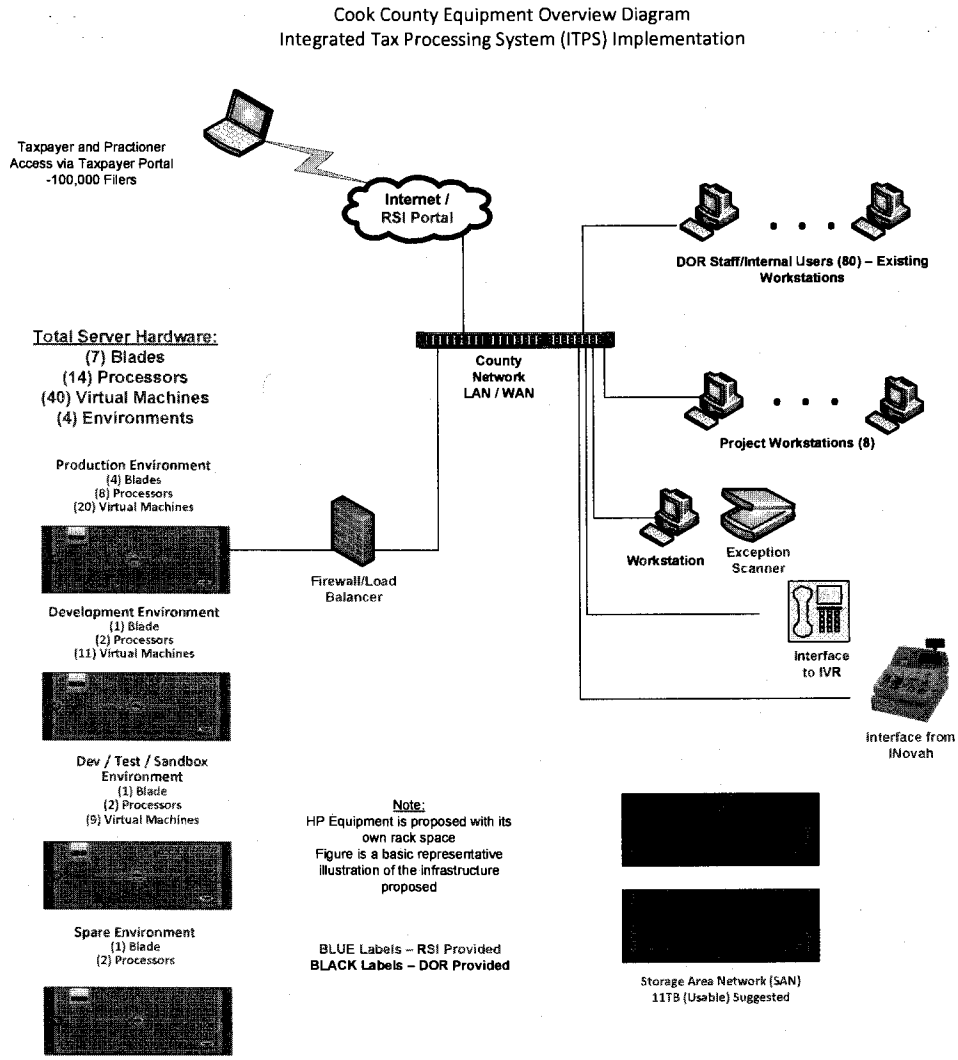


Figure 8-1: Allocation and Deployment of Hardware Solution

A Blade server solution for hardware is configured and is designed to support Hyper-V, as requested by County.

Each Virtual Machine (VM) Host accommodates between 4 and 8 virtual servers depending upon the final site configuration. Table 8-1 below shows configuration of suggested VM Hosts. It is the County's responsibility to configure the environment as indicated below, with RSI's review.

Table 8-1: VM Hosts

Physical Servers	Environment	Cores
VMHOST01	Production Revenue Premier	10
VMHOST02	Production Revenue Premier	10
VMHOST03	Production Revenue Premier	10
VMHOST04	Production Revenue Premier	10
VMHOST05	Production Revenue Premier & Taxpayer Portal	10
VMHOST06	Production Taxpayer Portal	10
VMHOST07	Production Taxpayer Portal	10
VMHOST08	Production Taxpayer Portal	10
VMHOST11	Non-Production Environments - Sandbox, Test and Development	10
VMHOST12		10
VMHOST13		10

Figure 8-2 below shows the distribution of virtual server machines (VM's) across the environments shown in Figure 8-2 below.

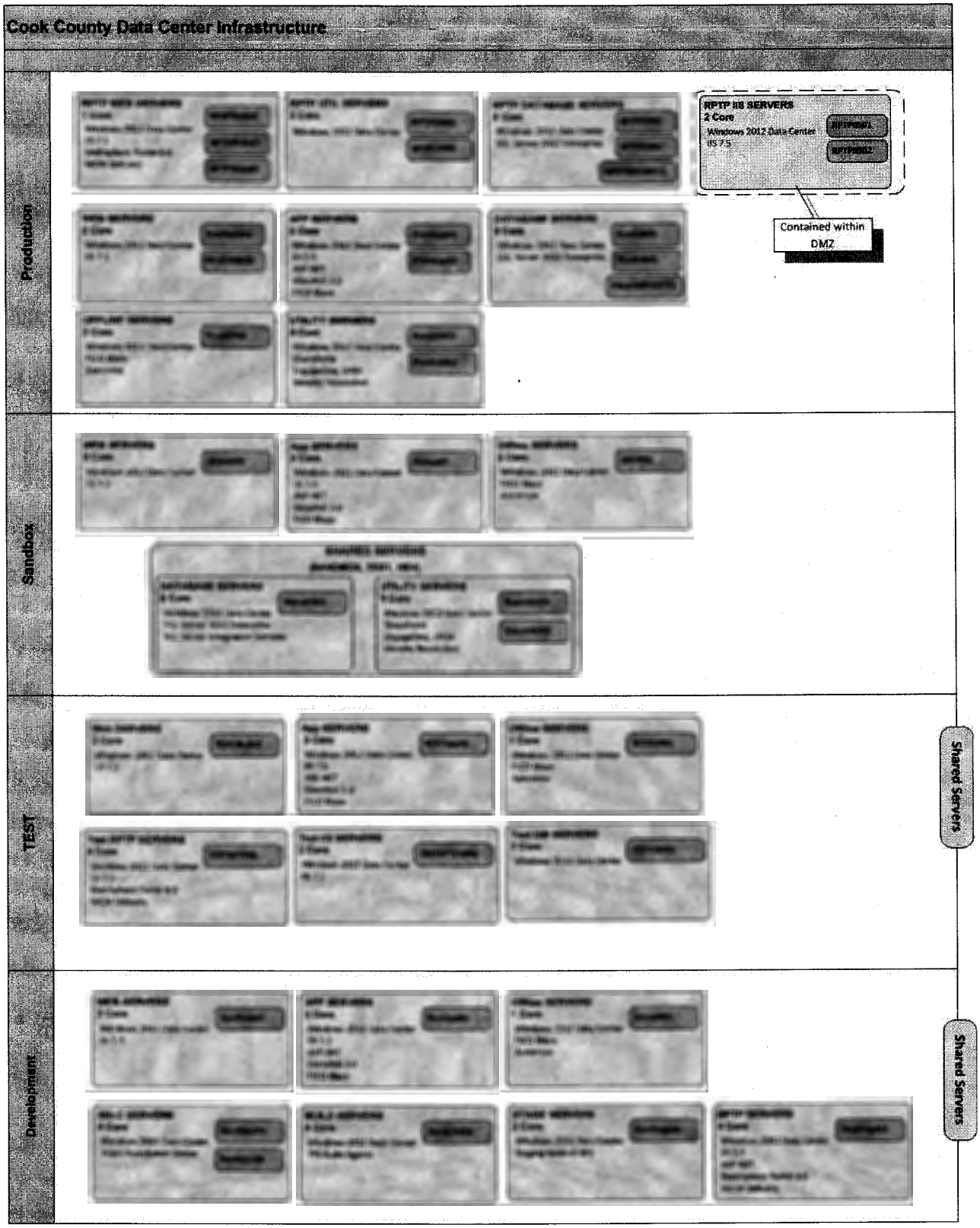

Cook County Data Center Infrastructure
Production
Sandbox
TEST
Development
RPTP IIS SERVERS
2 Core
Windows 2012 Data Center
IIS 7.5
Contained within DMZ
Shared Servers
Shared Servers

Figure 8-2: Virtual Machines Deployed Across Revenue Premier Environments

In addition to the server hardware discussed above, the ITPS solution leverages Storage Area Network (SAN) technology for all levels of disk storage. This includes database storage, file storage, OS images for servers, Image (returns, correspondence, etc.) files, log files, and project repositories such as SharePoint and Microsoft TFS. County will provide Commercial grade SAN technology as listed in Table 8-3 below. Note that 17TB of total usable storage is suggested.

Table 8-3: SAN Hardware Configuration Summary

Item	Quantity
HP 3PAR StoreServ 7200 Storage	1
600GB SAS HDD 2.5 in 480GB SSD 2.5 in	32 8
Drive Enclosure HP M6710	3
Usable Storage Proposed for Production Usable Storage Proposed for Non-Production Total Storage Anticipated	7.2TB 10TB 17.2TB

County will provide and install all system, environmental, Microsoft Office 365, other Microsoft software listed below to support the hardware and for use on site by either RSI or County team members.

System and Environmental Software:

- Windows Operating Systems
- SQL Server Database
- Virtualization Software
- Antivirus Software
- Backup/Restore Software
- Performance Monitoring Software
- Scheduling Software
- Document Management System Software (OnBase)
- SSL Certificates
- SharePoint instance for report distribution

Project Team and Development Tools Software and Hardware:

- SharePoint instance for project support
- Team Foundation Server
- Visual Studio
- Project & Project Server
- Visio
- Captivate
- (5) Workstations for project team members, including Office 365

9.0 REQUIREMENTS

RSI has assessed the Integrated Tax Processing System RFP requirements across all major functions and business processes (listed below in Table 9-1 below) and confirmed:

- That each of the core County business functions (and more) are met by Revenue Premier capabilities
- How the various modules and Shared Services of the Revenue Premier COTS software map to core County business functions
- How Revenue Premier will be implemented to provide the ITPS business functions.

Table 9-1 below maps the County's major business functions from the ITPS Requirements Matrix to: 1) the corresponding Revenue Premier modules that provide that functionality and 2) the Exhibit 5 section(s) that describe the functionality in detail and provide applicable screenshots. The Revenue Premier functionality referenced in the table is further described in Exhibit 5, Section 3, solution Description.

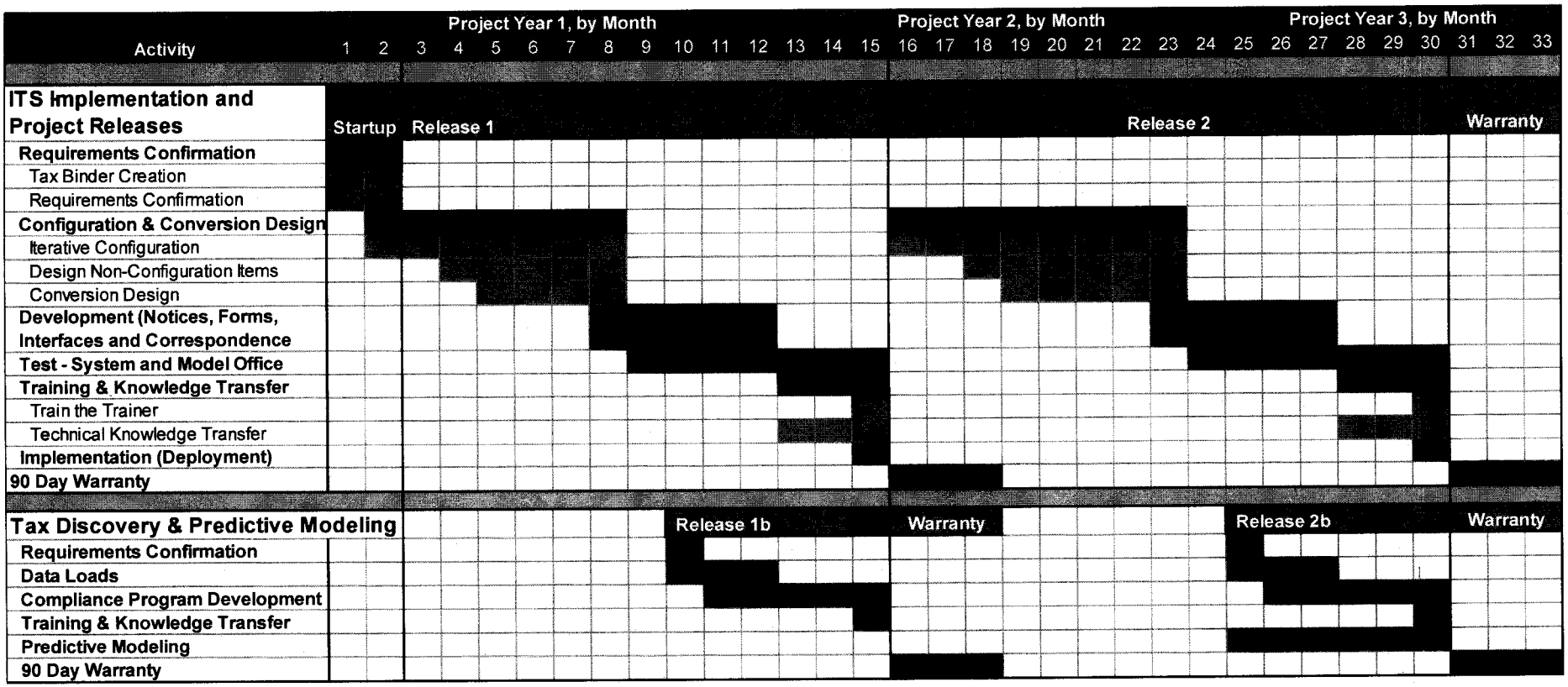
Table 9-1: Revenue Premier Functionality Mapped to County Business Requirements

County Business Function	Revenue Premier Module	Exhibit 5 Section
1. General and User Interface	Revenue Premier – All Modules	Section – 3.6.1.1 General and User Interface
2. Registration	Integrated Tax Processor	Section – 3.6.1.2 Taxpayer Registration
3. Returns	Integrated Tax Processor	Section – 3.6.1.3 Return/Payment Processing
4. Payments	Integrated Tax Processor	Section – 3.6.1.3 Return/Payment Processing
5. Refunds	Integrated Tax Processor	Section – 3.6.1.5 Taxpayer Accounting
6. Penalties and Interest	Integrated Tax Processor	Section – 3.6.1.4 Penalties and Interest
7. Taxpayer Accounting	Integrated Tax Processor	Section – 3.6.1.5 Taxpayer Accounting
8. Revenue Accounting	Integrated Tax Processor	Section – 3.6.1.6 Revenue Accounting
9. Auditing	Audit Case Management;	Section – 3.6.1.8 Auditing

County Business Function	Revenue Premier Module	Exhibit 5 Section
	Audit Workpapers Toolkit	
10. Inventory Management	Integrated Tax Processor	Section – 3.6.13 Inventory Management
11. Workflow Management	Case Management/Workflow (Shared Service)	Section – 3.6.1.12 Workflow Management
12. Collections	Collections Manager	Section – 3.6.1.7 Pre-Collections/Collections
13. Bankruptcy	Collections Manager	Section – 3.6.1.9 Bankruptcy
14. Data Analytics	Decision Analytics/Business Intelligence Framework (Shared Service)	Section – 3.6.1.10 Decision Analytics
15. Reporting and Document Management	Microsoft SQL Server Reporting Services (SSRS) OpenText Document Management System	Section – 3.6.1.11 Reporting/Document Management
16. Online Services	Taxpayer Portal	Section – 3.6.1.15 Online Services
17. Security	System Administration & Configuration (Shared Service)	Section – 3.6.10 Data Security and Compliance
18. Integration	Revenue Premier – All Modules	Section – 3.6.5 Interfaces and Integration
19. Imaging and Data Capture	OpenText Content Suite Platform	Section – 3.1.2 Document Management
20. Pre-Collection	Integrated Tax Processor; Collections Manager	Section – 3.6.1.7 Pre-Collections/Collections

The ITPS System Requirements Matrix may be found in Exhibit 5.

APPENDIX A -PROJECT ROADMAP



APPENDIX B -SAMPLE PROJECT MANAGEMENT DOCUMENTATION

Sample documents have been provided to County and are referenced below (**See attachment Sample Project Management Documentation**)

- Issue Tracking
- Risk Register
- Meeting Agenda
- Weekly Status Reporting
- Project Management Plan

The example Project Management Plan demonstrates the many project deliverables and artifacts, as outlined in Table 2-1.

All project management documentation shall be reviewed by the Cook County Project Manager and additional information may be requested to meet Cook County documentation and reporting requirements.

<Client Name>
<Project Name>
Issue Log

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Unique identifier for issue tracking	*Issue status from list.*	*Priority from list.*	*Short description of the issue*	*Name of person assigned to the issue.*	*Date issue needs to be resolved to mitigate impact.*	*Yes or No*	*Describe impact if issue is unresolved.*	*Actions needed to resolve issue.*	*Individuals and groups affected by the issue. Identify who needs to make decisions.*	*Functional subsystem or Technical Area impacted for grouping.*	*Impacted Release (1, 2, 3)*	*Provides categories for issues for grouping*				*Identify WBS item(s) impacted by the issue.*	*Who wrote the issue.*	*Resolution of the issue.*	*Other comments.*

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Client Logo	**<Agency name>** **<Project Name>** Meeting Agenda	RSI

Date of Meeting:		**Time:**	
Location:			
Requestor:			

1. Purpose of Meeting

2. Meeting Preparation

Please Read:

Please Bring

3. Meeting Attendees

Name	Department/Division

3. Meeting Agenda

- ✓ **Agenda Item 1 –**
  - **Subtopic/Question**
- ✓ **Agenda Item 2 –**
- ✓ **Agenda Item 3 –**

4. Notes

- ✓ **Note –**
  - **Comment/Question**

5. Action Items /Decisions/Issues/Risks				
Type	**Description**	**Assigned to**	**Due Date**	**Response**
Decision to be made				
Action to be completed				
Issue				
Risk				

						CONSOLIDATED									
Status	**Risk ID**	**Risk Title**	**Description**	**Risk Indicator / Symptom**	**Category**	**Probability**	**Impact**	**Exposure Level**	**Impact Description**	**Risk Response**	**Mitigation Action / Contingency Plan**	**Author**	**Date Reported**	**Owner**	**Due Date**
Visual flag of risk status	*Unique identifier for tracking the risk.*	*Short name for risk.*	*Describe what might happen in the future and the possible impact on the project.*	*Describe what events or symptoms would indicate that the risk is about to occur or has already occurred.*	*Risk category / type*	*1 - Low 2 - Medium 3 - High*	*1 - Low 2 - Medium 3 - High*	*Risk Priority from Probability and Impact*	*Describes specific impact risk could have on schedule, budget, scope, quality, other.*	*Describe how the project will address the risk.*	*Describes what has been done and what will be done in the future to respond to the risk.*	*Source of risk.*	*Date when risk was identified.*	*Team member responsible for the risk.*	*Date when risk tasks are due.*
[redacted]	1	Not Enough Benefits	There is a potential that there will not be enough benefits to maintain the project or continue funding by the legislature.	**Benefits funded projects only.** Benefits realized by project are no accumulating according to plan.	Financial	1. Low	3. High	Medium	The contractor cannot maintain work due to lack of benefits or funding.	Regular reviews of actual versus forecasted benefits. Communication to Budget and Planning Office as well as legislative stakeholders about those benefits.	Revisit lower priority benefit programs. Reduce project scope or extend timeline of the project.	RSI Repository			
	2	Not Enough Confidence in Benefits Validity	Calculations to determine fair benefits above existing baseline collections is likely to be complicated. Project leadership needs to be able to communicate benefits calculations in simple yet fiscally competent way. There is a chance that confidence in benefits can be lost due to misunderstanding or other reasons.	**Benefits funded projects only.** Benefits realized by project are questioned by Agency as being inaccurate, unreasonable, or inflated.	Financial	1. Low	3. High	Medium	A loss of confidence in the accuracy of benefits could result in a loss of funding. It would also affect the confidence in the overall project quality.	Documented the methodology approach. There are specific measurements by program being described. The department will speak to methodology when reporting benefits. Creation of a Benefits Committee to certify realized benefits and will include participation of B&P.	If there is a loss in confidence it is likely due to miscommunication. Further pointed efforts should be made to review the methodology with those parties and revisit any parts that are perhaps questioned. Referring to other benefits efforts may be useful as well.	RSI Repository			
	3	Legislative Impacts to Collections	Ongoing legislative efforts to improve cash flow with tools such as Amnesty or tax holidays can compete with or complicate project collection efforts.	New legislation related to collection activities.	Financial	2. Medium	2. Medium	Medium	Accounting for variables such as amnesty or other a-typical collection events will make project benefits calculation more difficult and at risk for errors.	Contracting to outside entity for doing amnesty could reduce impact.	If legislation is passed that will impact project benefits then project leadership will have to adjust projections and possible system rollout effects.	RSI Repository			
	4	Resource Constraints For New Collections Initiatives	It is possible that at times there will not be enough resources or the right type of resources to work increased collections due to project benefit efforts.		Personnel / Staffing	2. Medium	2. Medium	Medium	Not having enough resources to work new collection efforts can slow the benefits accrual and impact the project timeline. Other effects including customer frustration and statute of limitations may also be realized.	Leads for the project are managers and administrators are working to back-fill their responsibilities. Adjusting notices to reduce impact on call center during busy times. Resources should be monitored and shifted to highest priority areas.	Management will have to determine cost/benefit for which efforts have the highest priority and should receive resources.	RSI Repository			
	5	Project Negatively Impacts Existing Processes	The work to implement the project may cause existing work to suffer due to being spread too thin or having conflicting priorities.		Personnel / Staffing	2. Medium	1. Low		Errors or setbacks in existing processes due to the project can cause staff frustration and negative views of the project.	Resources and processes should be monitored. New project efforts should be understood well enough to be able to visualize the resource impact.		RSI Repository			
	6	Lack of Business Edits Knowledge	There is not enough knowledge to recreate existing business rules in the new system due to either an inability to extract them from existing systems or simply lost organizational knowledge.	Requests related to existing business rules remain unanswered.	Project Delivery	1. Low	2. Medium		Systems will either be incorrect or the project will have to revisit business rules multiple times.	Subject matter experts have been identified in several areas. In weak areas, backups have been identified such as in system knowledge for Tire and Battery Fee. Need to identify potential business rules as early as possible to allow time to ensure the right SMEs are identified.		RSI Repository			
	7	Local Sales Tax Complexity	Distributions to local entities is complex and takes time the way they are currently done.		Image / Political Climate	1. Low	3. High	Medium	Local government entities can have incorrect deposits if implemented incorrectly in the new system.	Have good trending information to compare against actuals.	Evaluate sales tax processing and business rules during Configuration and Design phase.	RSI Repository			
	8	Significant Sales Tax System and Process Changes	The most drastic process and system changes will likely be in sales tax. Sales tax staff may have difficulty with the drastic process changes and implementation of sales tax has a higher risk of error.		Project Delivery	1. Low	2. Medium		If analysis, design, or conversion is done improperly, significant problems with sales tax distribution and other functions could occur that would be very public and financially detrimental to distribution recipients.	Must ensure sufficient expertise is present at analysis sessions during R2.		RSI Repository			
	9	Employee Buy-In	There may not be enough buy-in for effective process change or system acceptance.		Personnel / Staffing	1. Low	1. Low		Lack of user buy-in can result in a more difficult implementation and business disruption.	Providing several communication mediums that involve employees including kickoffs, status updates, and role responsibilities. In areas impacted early, managers have closely monitored and discussed the project with staff.		RSI Repository			
	10	Effective Communication Among IT Groups	Communication with IT is sometimes difficult given its restructure into functional areas rather than agency areas.		Project Delivery	2. Medium	2. Medium	Medium	Poor communication / handoffs between IT groups can result in a lack of continuity and quality. This usually results in greater rework due to errors or unintentional roadblocks waiting on dependencies to be completed.	Assign a single point as an Agency IT liaison. Include Agency IT support functions (email, network, active directory, servers, etc.) in all steps of the project.		RSI Repository			
	11	Appropriate IT Skills	IT resources assigned to work may lack skills required for tasks assigned to them due to availability of enough (or any) of resources with those skills. Skills may be in SQL databases, web application architecture development, report writing, business analysis, business rules, and others.		Personnel / Staffing	2. Medium	2. Medium	Medium	Lack of skills or the appropriate resource will result in errors or minimally delays that will impact timeline. This is especially a concern during efforts related to benefits collection.	Closely follow the technical needs of the benefits team and work to maintain positive relationships. [Needs a detailed discussion] Identify org chart for the end of each release and the end of the project. Leverage training where needed. Start knowledge transfer early to identify problem areas.		RSI Repository			

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	12	Administration Change	A change of administration can result in loss of support of project or minimally a significant amount of time reeducating.		Image / Political Climate	1. Low	3. High	Medium	Loss of support of the project can ultimately result in an end to funding or reallocation of needed resources. Reeducation leaves an opportunity for miscommunication that can result in delays and time consumption for management resources.	Create and gather high level project explanation materials to be provided at quick notice.		RSI Repository			
	13	Loss of Legislative Support	Possibility of support for the project by the legislature being lost during any session before the completion of the contract.		Image / Political Climate	2. Medium	3. High		Loss of legislative support could lead to loss of project funding.	Provide information wherever possible to ensure the benefits of the project are well known to key legislators. Hold back on efforts that have a higher risk of being construed negatively by the public if miscommunicated.	If loss of support results in an impact to funding, project management will need to determine the best route given financial resources available. A public relations effort may be engaged if determined the environment allows.	RSI Repository			
	14	Negative Public Feedback from Collections Programs	Increased collections efforts from new benefits programs are viewed negatively by public.	Collections Projects Only	Image / Political Climate	1. Low	2. Medium		Impacted public may contact their legislators to complain which in turn might affect legislature support.	Change the notice address to that of the responsible party rather than the business address. Refine filters to ensure responsible parties are more solid leads. Increase communications among Agency management and inbound staff to make them aware of the possibility of calls and how to address them. Prioritize efforts to undertake ones more likely to comply.		RSI Repository			
	15	Turnover in IT	The risk of turnover in IT has specific implication for certain staff and specific implications at certain points of time. Staff leaving can impact conversion and business rule development by losing system knowledge.		Project Delivery	2. Medium	2. Medium	Medium	Loss of system knowledge can result in either the contractor having to dig into systems themselves - increase in scope, time and cost, or there can be system knowledge that is completely lost which results in an inaccurate implementation in that business area.	Agency needs to identify backup staff in key areas. Determine and monitor turnover rate. Identify potential future losses due to retirements.	If there are not enough Agency staff to do the work, then either project scope or timeline will need to change. Or other contract staff may have to be acquired to do sideside tasks. RSI could provide additional support by contracting more resources to the project or ongoing operational roles.	RSI Repository			
	16	Turnover in Key Business Positions	The risk pertains to turnover in agency leadership, key personnel, or individual in project lead roles.		Personnel / Staffing	2. Medium	2. Medium	Medium	Changes in agency leadership or key project roles can result in lost project knowledge or delays while getting new individuals familiar with the Integrated Revenue System.	Need to ensure there is cross knowledge for key positions. Keep documentation of project decision history.		RSI Repository			
	17	Staff Burnout	Current processes or project efforts suffer due to staff stress.		Personnel / Staffing	1. Low	2. Medium		Increased absenteeism, mistakes, lower quality work are all symptoms of burnout and also will impact project processes with delays and inaccuracies.	Free staff to focus on new project and overall utilize staff as completely as possible to reduce putting too much on too few.	If burnout is determined to be occurring and significant impacts to the project are being seen, management will have to determine the best direction given the stage of the project including even putting a pause on project efforts.	RSI Repository			
	18	Loss of RSI talent to other contracts.	New RSI engagements can cause an impact to the project's RSI resources.		Personnel / Staffing	3. High	2. Medium		Loss of personnel can impact knowledge continuity, have the possibility of less qualified replacement, and possibly disrupt project processes.	Refer to contract terms regarding staffing and key resources. Place that text here.	If significant amounts of contractor talent transferring are determined to be a project problem, a meeting with RSI project and executive management should occur to resolve personnel concerns.	RSI Repository			
	19	Legislative changes impact project scope.	New laws are passed that impact the scope of the project.	New bills in the legislature that affect tax law or tax processing.	Project Delivery	2. Medium	2. Medium	Medium	Varies greatly depending on the statute being passed.	Accept risk.	Create a separate risk for each piece of legislation that is likely to be passed. The Agency assigns individuals to monitor the Legislature for new tax laws that may impact the project. Those likely to be passed should be added to the risk register as needed.	RSI Repository			
	20	Conversion Data Integrity	Data integrity for the new system and registration data will be bad.		Technology	3. High	3. High		Poor data integrity of converted data will result in untrustworthy data in the new system.		Convert less data. Cleanup data prior to conversion. Test extensively.	RSI Repository			
	21	Enterprise Content Management - Vendor Change	The Agency may change ECM vendors.		Technology	3. High	3. High		A change to the ECM vendor may require re-work of the interface being developed for the new Revenue System			RSI Repository			
	22	IE 8 Compatibility	Internet Explorer 8 will become "n-2".	Agency uses Internet Explorer 8 as the default web browser.	Technology	2. Medium	3. High		IE 8 is the current version used by the Agency and is already "n-1"; the contract only requires support for "n" and "n-1", therefore another new version will move IE8 out of the "required to be supported" group.			RSI Repository			
	23	Slow Network Performance	Network performance will be too slow to adequately support the new system.		Technology	2. Medium	2. Medium	Medium	Bandwidth considerations in the remote offices may impact the user experience as that bandwidth is being shared with all other users in that locations and there is more and more media rich content being served up		Limit other things that utilize bandwidth or purchase more bandwidth.	RSI Repository			
	24	Core Technology Changes - Mainframe Upgrades	Upgrades to the mainframe may cause significant issues with legacy applications.	Agency legacy system runs on a mainframe and the agency is about to install software upgrades during the project.	Technology	3. High	1. Low	Medium	The zOS operating system is updated annually. Other mainframe software has the potential to be upgraded as well.			RSI Repository			

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	25	Enterprise Content Management - Volume Too High	The volume of new documents in Electronic Content Management (ECM) system may be too high.		Technology	1. Low	3. High	Medium	Revenue Premier will add a large number of additional documents to the ECM system. This may cause issues with searching or indexing the content.			RSI Repository			
	26	Aging Developer PCs	Developer PCs will be inadequate to run the development software required to support the system.		Technology	1. Low	2. Medium	Low	Developer PCs are aging and may be insufficient to run the software required to support the new system.			RSI Repository			
	27	Aging User PCs	User PCs will be inadequate to run the new system.		Technology	1. Low	2. Medium	Low	User PCs are aging and may be insufficient to run the new system software.			RSI Repository			
	28	Core Technology Changes - IPv6	IPv6 may cause significant issues with the new system.	Agency network uses IPv4 and has components with IPv6.	Technology	1. Low	2. Medium	Low	IPv6 will cause the network topology to change which may impact this system.			RSI Repository			
	29	Core Technology Changes - Server Infrastructure Changes	Server infrastructure changes may cause significant issues with the new system.		Technology	2. Medium	1. Low	Low	Server infrastructure changes happen during the project due to technology changes and as customer needs change.			RSI Repository			
	30	Core Technology Changes - SQL Server Upgrade to 2010	SQL server upgrade may cause significant issues with the new system.	Microsoft issues a SQL Server upgrade during the project.	Technology	1. Low	2. Medium	Low	SQL Server software must be upgraded to stay supported.			RSI Repository			
	31	Core Technology Changes - Server OS Upgrades	Server OS upgrade may cause significant issues with the new system.	Microsoft issues a Server OS upgrade during the project	Technology	1. Low	2. Medium	Low	Server OS software must be upgraded to stay supported.	Defer Server OS upgrades until after RSI has certified Revenue Premier on the new version.		RSI Repository			
	32	Core Technology Changes - Windows 8 Upgrade	Windows 8 upgrade may cause significant issues with the new system.	Agency uses Window 8 on the desktop	Technology	1. Low	2. Medium	Low	MS Windows software must be upgraded to stay supported.			RSI Repository			
	33	Core Technology Changes - Windows XP Demise	Windows XP workstations will stop being supported.	Agency uses Windows XP on the desktop	Technology	1. Low	2. Medium	Low	MS Windows software must be upgraded to stay supported.			RSI Repository			
	34	Non-compliance of Standards	The contractors may not follow Agency and Project standards.		Technology	1. Low	2. Medium	Low	If Agency and Project standards are not followed, the system will be more difficult to support.		Quality reviews occur throughout the project. This include peer review and code reviews for site specific customization.	RSI Repository			
	35	Temporary Interfaces	Temporary interfaces are being developed to support the project.		Technology	1. Low	1. Low	Low	Developing interfaces that are only temporary may not be the best use of resources. Temporary interfaces may become permanent when they were not designed that way.		Temporary interfaces will be evaluated for each release and removed as soon as is practical.	RSI Repository			
	36	Administration/Management Turnover	Key Agency management may leave during the project.	Key Agency management resign or become unavailable to the project.	Personnel / Staffing	3. High	2. Medium	High	May result in delays to the project. Key decisions or approvals may not be made in a timely manner.			RSI Repository			
	37	Current Processing/ Resources	Current processing may interfere with project due to staff resources being needed for both.	Agency personnel assigned to the project are not available, or are unable to accomplish assignments in a timely manner.	Personnel / Staffing	3. High	2. Medium	High	May result in delays to the project.			RSI Repository			
	38	Staff Turnover	Key Agency staff may leave during the project.	Key Agency personnel resign or become unavailable to the project.	Personnel / Staffing	3. High	2. Medium	High	Some knowledge regarding current system functionality and business rules may be lost and the project may experience delays or incorrectly implement business rules.			RSI Repository			
	39	Inadequate Documentation	Agency documentation of current legacy systems may be inadequate.	Documentation of the legacy system does not exist, is outdated, or poorly maintained.	Personnel / Staffing	2. Medium	2. Medium	Medium	Inadequate documentation of the current legacy systems may cause delays in the project as questions cannot be answered in a timely manner.			RSI Repository			
	40	Lack of Communication	Agency IT staff may not be kept informed of project activities.		Personnel / Staffing	2. Medium	2. Medium	Medium	May result in delays to the project; may cause morale issues; may cause lack of functionality in the new system.		Project Communication Plan, as defined in the Project Management Plan, will include Agency IT as a stakeholder to receive targeted communication about the project.	RSI Repository			
	41	Inadequate Documentation	Documentation of the new system may be inadequate.	Agency IT personnel have concerns about the documentation for the new system.	Personnel / Staffing	1. Low	3. High	Medium	Inadequate documentation of the new system may result in a degraded level of support by Agency IT.		Review available documentation on Revenue Premier with Agency IT staff during training and system implementation.	RSI Repository			
	42	Knowledge Transfer	Knowledge transfer to Agency IT staff may be inadequate or not timely.	Agency IT staff are not able to perform tasks in the new system independently.	Personnel / Staffing	1. Low	3. High	Medium	The Agency may not receive desired level of support from the Agency IT staff. This May cause morale issues.		IT training occurs throughout the project. The Agency should assign IT personnel to the project team from the beginning of the project. Hands on experience and on-the-job training as detailed in the project proposal and executed using the project training plan.	RSI Repository			
	43	Staff Resistance	Agency IT staff may resist participating in the project.	Agency IT staff refuse to participate or obstruct project progress.	Personnel / Staffing	1. Low	1. Low	Low	May result in delays to the project.	Project team will notify Agency Management of any issues regarding obstruction early and often.	The Agency is responsible for managing Agency IT staff and will need to resolve the problems and address the concerns of the individual(s) involved.	RSI Repository			
	44	Legacy Changes	Legacy systems will be changed during the course of the project.	Changes are required to the legacy systems while the project is underway.	Project Delivery	3. High	2. Medium	High	May result in rework on project; may cause resources to be pulled away from project.	Changes to the project scope must follow formal change management processes.		RSI Repository			
	45	Competing Projects for Agency IT resources.	Resource contention with other Agency IT projects with individuals assigned to the project.	Other projects maybe mandated as a higher priority.	Project Delivery	2. Medium	2. Medium	Medium	May result in a reduction of available staff/resources or delays to the project.			RSI Repository			
	46	Competing Agency Priorities	Other projects/systems supported by the Agency may take precedence.	Other projects maybe mandated as a higher priority.	Project Delivery	2. Medium	2. Medium	Medium	May result in delays to the project.			RSI Repository			
	47	IRS Safeguard Audit Findings	IRS Safeguard audit findings may impact scope.	IRS Safeguard audit occurs during the project.	Project Delivery	1. Low	3. High	Medium	May result in delays to the project.		Revenue Premier and Portfolio Warehouse have undergone IRS Safeguard audits at other Agencies. Lessons learned at these agencies have been incorporated into the product. Safeguard audit findings that impact how the Agency does business must be resolved in a way the minimizes the overall impact to the project team and schedule. Changes in scope will go through a formal change management process.	RSI Repository			

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	48	Scope Creep	Systems that are currently out-of-scope may change to be in-scope.	Agency requests a change in requirements.	Project Delivery	1. Low	2. Medium	Low	May result in delays to the project.	A Scope Management Plan and Change Management Plan define how to handle changes to project scope and obtain approval to implement changes..	Requirements are confirmed during project initiation. During this time the Agency has the opportunity to review the requirements documented in the RFP and identify changes in scope early in the project.	RSI Repository			
	49	Data Security for Public System Functionality	Data may not be properly secured in public-facing portions of the system.		Security	1. Low	3. High	Medium	May result in improper data access.		The Agency will perform a information security review of the new system to ensure it adheres to Agency security standards and policies.	RSI Repository			
	50	IRS Pub 1075	Pub 1075 may have major changes.	IRS issues a new version of Publication 1075.	Security	1. Low	2. Medium	Low	May result in delays to the project.	Agency has at least a year to conform to the new Pub 1075 standards.	Managed according to the Scope Management Plan.	RSI Repository			
	51	Disaster Recovery / System Redundancy	In the unlikely event of a catastrophic failure restoring function could be difficult at best and delays could be significant.		Disaster	3. High	3. High	High	This system is not part of the Disaster Recovery/Business Continuity planning for the Agency.		Develop disaster recovery plan as part of Integrated Revenue System project.	RSI Repository			
	52	DR Timeliness	Disaster recovery, business continuity response, may not be timely.	Disaster occurs and the project team cannot continue working.	Disaster	3. High	2. Medium	High	May result in delays to the project.		Discuss with Agency if they want to accept this risk or develop and implement a disaster recovery plan for the project.	RSI Repository			
	53	Hardware Failure	Pre-production or production hardware components used by the new system or by the project team to support and implement the new system fails.	Hardware component fails. This could be any component on a server, load balancer, SAN, switch, router, Firewall, IDS that has an impact on system performance or availability.	Assets	1. Low	2. Medium	Medium	Development or production environments become unavailable or performance is significantly degraded that it impacts team productivity, the project schedule, and costs.	The Agency IT team will monitor servers, OS, and network devices for alerts and warnings on hardware and proactively respond to correct or replace the failing component(s).	Hardware components that could impact the project team or production environment will have inherent redundancy in the device when possible or in the architecture. The Agency is responsible providing a fault tolerant network architecture. Recommended redundancy for server and server architecture include: • Redundant server memory • Redundant server CPUs • Redundant server power supplies • Redundant virtual machines (web, application, offline application, utility) with virtual machine clustering and load balancing • Redundant virtual machine hosts • Redundant database servers • Redundant hard drives in the SAN - standard disk redundancy based on the RAID classification along with hot spares per disk group • Redundant SAN controllers • Redundant network switches, load balancers, and security devices (intrusion detection devices) • Disaster recovery (redundant) data center with a redundant Production solution Agency executed daily backup and weekly full backup of project servers such that team can restore as of the previous night.	RSI Repository			
	54	UNAX Incident - browsing or disclosure violation	RSI employee, contract employee or subcontractor is discovered to have browsed or disclosed confidential taxpayer information.	Person observed, or admits to, browsing or disclosing taxpayer information.	Security	1. Low	2. Medium	Low	Impact will depend on the scope and scale of the violation. Violation could cause the project to be cancelled.	Document incident. Immediately notify RSI Chief Financial Officer, RSI Project Manager, and Client Project Manager. Determine response and corrective action plan with client. This will depend on the nature of the disclosure.	All RSI employees, contract employees and subcontractors are required to take UNAX training annually and sign forms agreeing to compliance to the law. All team members must sign client non-disclosure agreements before starting on the project.	RSI Repository			
	55	UNAX Incident - Accidental disclosure of taxpayer information to RSI by agency personnel.	Agency personnel send taxpayer information to an RSI email address by accident.	RSI employee notifies supervisor, Executive VP, or project manager that they have received confidential taxpayer information in their RSI email account.	Security	2. Medium	1. Low	Low	RSI will need to purge the taxpayer information from their mail system and the computer that received the email. RSI will have to provide the Agency will proof that the information was properly disposed.	Document incident. Immediately notify RSI Chief Financial Officer, RSI Project Manager, and Client Project Manager. Determine response and corrective action plan with client. This will depend on the nature of the disclosure.	RSI project team is provided with Agency email addresses. All non-contract related project related email uses the agency email account rather than the RSI email account.	RSI Repository			
	56	InfoSec Breach	The Agency experiences and information security breach.	Agency Information Security monitoring team notifies project team of information security breach.	Security	2. Medium	2. Medium	Medium	The impact will vary based on the scale and scope of the breach especially is confidential taxpayer information, or accounts with administrative credentials are compromised.	RSI project team will support the Agency in their InfoSec response. The exact response will depend on the nature of the incident. RSI will follow the Agency's InfoSec Incident response procedures if they have been provided to the project team.	Agency will train the RSI project team on their information security standards and procedures. - Project work will occur primarily on Agency computers and networks. Remote users will use computers that are on current version, current antivirus software - version and virus profiles. Project related work use Agency email accounts whenever available. - Project team will conform to Agency information security standards and procedures. - Taxpayer information will be encrypted at rest and in transit. - Users with access to taxpayer data or have administrative access rights will use complex passwords that conform to Pub 1075 standards.	RSI Repository			
	57	Unauthorized access to the system	Unauthorized access to the system occurs either by an internal or external source.	Unusual activity occurs, system performance degrades, or intrusion detection / intrusion prevention system report an incident.	Security	1. Low	3. High	Medium	The impact will vary based on the scale and scope of the breach especially is confidential taxpayer information, or accounts with administrative credentials are compromised.	RSI project team will support the Agency in their InfoSec response. The exact response will depend on the nature of the incident. RSI will follow the Agency's InfoSec Incident response procedures if they have been provided to the project team. If unauthorized access is performed by an RSI employee, contract employee or subcontractor that individual will face disciplinary action, including termination of employment.	RSI will conform to Agency security standards in user ID and passwords. Passwords for users with access to taxpayer information or with administrative access will conform to passwords standards defined in IRS Pub 1075. User accounts will be terminated when individuals leave the project. User accounts will be inactivated after 90 days of inactivity. Users will be granted access based on their role within the organization. Access is limited to users current role.	RSI Repository			

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	58	Physical Security of the project	The project site must be secure from unauthorized access. Information on the project team is confidential and proprietary to RSI, protected by statute (UNAA), as well as the physical security of employees.	Unauthorized individuals are able to access the project site. This includes Agency personnel and individuals from the public.	Security	1. Low	3. High	Medium	Loss of confidential information. Loss of proprietary or trade secrets. Loss of project assets through theft or destruction. Injury or loss of life in the event of an armed individual entering the project site.	If person is unarmed, they will be asked to leave. Building security or 911 will be contacted as needed. If an armed individual enters the project site, all personnel will immediately leave the building through emergency exits. Building security and 911 will be contacted. Individuals who cannot make the emergency exits will barricade in offices if possible.	Access to project site is in a building with a security staff. All visitors must wear guest badges. All employees and contractors must wear badges at all times. Team will participate in a drill to leave using the emergency exits no less than annually. Firearms of any sort are not permitted on the project site except for law enforcement The project space is in a secure area that requires key card with security access to open. Individuals do not ghost upon entering the area. Each person must swipe their card on the badge reader. Unknown individuals are immediately reported to building security.	RSI Repository			
	59	Disaster Recovery / RSI Solution Center	The RSI Solution Center in California because unavailable because of a natural disaster or other event.	Natural disaster occurs in California around Sacramento. The Solution Center becomes unavailable.	Disaster	1. Low	2. Medium	Low	Software upgrades would delayed. Localizations being developed in the solution center would be delayed. Greatest risk is during the Configuration and Design phase of a project while the project team depends on a Solution Center hosted Sandbox environment.	Evaluate project exposure and the extent of the impact to the project. Develop and implement a response strategy on how to mitigate the loss of the solution center.	All development work on localizations will be performed using project development server and project TFS accessed remotely by Solution Center resources. The source code and progress made will not be lost. Project team would have to expedite a local Sandbox environment if needed.	RSI Repository			
	60	RSI goes out of business	RSI goes out of business and is not able to provide ongoing support or complete the project.	RSI declares bankruptcy. RSI notifies clients to terminate project for convince if permitted under the contract.	Project Delivery	1. Low	3. High	Medium	The project is terminated.	None.	Where contractually required, the most recent version of the Revenue Premier source code is held in escrow.	RSI Repository			
	61	Loss of an Agency laptop	An Agency laptop assigned to the project team is lost or stolen.	Employee or vendor employee notifies agency that they have lost a laptop or it was stolen.	Security	1. Low	1. Low	Low	Loss of an Agency asset. Individual may not be able to get another computer immediately resulting in a los of productivity. Confidential or sensitive information on the laptop may be accessed.	Notify Agency of the lost asset. If the laptop was stolen then provide the Agency with a Police report.	Limit the distribution of Agency laptops to only those individuals who need it to perform their job function. Require a police report if a laptop is stolen. Follow Agency information security standards regarding laptops. Laptops require password to access the OS. Laptop hard drives use hardware encryption. Agency may have installed security software to retrieve the laptop or cause it to reformat the hard drive.	RSI Repository			
	62	Loss of access to Agency physical location	Agency provided project work site becomes unavailable because of a natural disaster, fire, water main break, or other reason.	Building closed to project team.	Disaster	1. Low	3. High	Medium	Project is delayed.	Project site will be unavailable for XX days. Execute business continuity plan agreed upon with the Agency.	For each project, work with Agency to develop a business continuity plan. Bomb threats and fire drills would be addressed by project contingency.	RSI Repository			
	63	Loss of key RSI team members	A key project team member becomes unavailable (e.g., wins the lottery).	Key team member leaves team.	Personnel / Staffing	2. Medium	2. Medium	Medium	Staffing change could impact schedule and project quality.	RSI team has skills overlap where never practical. An existing team member can fill the role part-time until RSI is able to replace the resource.	Staffing approach defined in the Project Staffing Management Plan.	RSI Repository			
	64	New system does not meet agency performance requirements	Agency is not satisfied the new system meets the contractual performance requirements.	System performance is slow and does not meet the needs of the Agency.	Technology	1. Low	2. Medium	Low	Agency may not accept the system. Project delay as performance concerns are resolved.	Perform a root cause analysis to determine why performance criteria are not met.	Project hardware and software configuration are confirmed during project initiation. Performance testing is performed during Test phase. Stress testing is performed during Test phase.	RSI Repository			
	65	Agency personnel do not have the necessary technical skills to maintain the system.	Agency personnel did not develop the necessary technical skill to maintain the system independent of daily RSI support.	Agency resources are unable to complete project related tasks in a timely manner and without defects.	Technology	1. Low	3. High	Medium	Agency is not able to maintain and operate the new system independently.	Agency to identify individuals with the needed basic technical skills, or send their employees to training to develop those skills.	Agency assigns technical resources to the project team from the beginning of the project. These individuals already have the technical skills needed to perform their job functions. RSI project team provides classroom and on-the-job training to develop technical skills among the Agency staff. RSI to provide Agency will feedback if the IT staff assigned have the needed base skillsets to fulfill their future role maintaining the new system.	RSI Repository			
	66	Project servers are not backed up on a regular basis.	Project servers support pre-production activities are not backed up on a regular schedule.	Scheduled backup fails consecutively for three days.	Technology	2. Medium	3. High	High	Project is exposed to loosing work in the event of a hardware failure or disaster.	Project team will accept no more than 3 days loss of work. If automated backups fail then the Agency will perform manual backups of the pre-production and production servers. If backup hardware fails then Agency will leverage the SAN to store backup files on disk.	Preproduction servers are backup daily. Weekly a full backup is performed. Contingency plan is to use SAN storage is backup hardware fails. If the agency uses magnetic tapes, old tapes are replaced after (x months or y uses). At least semi-annually, the Agency will test the validity of backups by performing test restores using the backup tapes. The Agency will have offsite storage of backup tapes.				
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WEEKLY PROJECT STATUS REPORT

Project Name:	Week Ending :

Executive Summary:

- aaa
- bbb
- ccc
- dddh
  - a
    - 1
  - *b*
  - *c*
    - 2

Weekly Progress (to show previous week's progress in comparison to project plan and schedule):

Activity	Scheduled Begin	Actual Begin	Schedule End	Actual End	Comments

Major Activities, Deliverables and Milestones (to show status of major milestones and project deliverables):

Task	Planned End Date	Actual / Target End Date	Status: Green, Yellow, Red
Release 1			

Planned Activities for Upcoming Week

Activity	Scheduled Begin	Actual Begin	Schedule End	Actual End	Comments

	WEEKLY PROJECT STATUS REPORT	PAGE: 2 of 2

New Project Risks (identified in past week):

Risk Id	Risk Description	Level of Impact	Probability	Exposure Level	Impact Description	Mitigation/Planned Actions	Responsible	Date Reported	Trend
n/a									

New Project Issues (identified in past week

Issue Id	Title	Assigned To	Status	Severity	Category	Release	Due Date	Area Impacted
n/a								

CCR Summary (to provide summary statistics for change control request items):

CCR ID	CCR Status	Release	Est. Effort (Hrs)	Notes
n/a				

Updated Project Schedule: (to reflect actual work and progress since last status report):

APPENDIX C -SAMPLE DATA CONVERSION DOCUMENTATION

The sample documents referenced below contain representative Data Conversion documentation. These documents are representative deliverables and artifacts for the ITPS project. (**See attachment Sample Data Conversion Documentation**)

- Data Assessment and Cleansing Plan
- Data Conversion Program Specifications
- Data Conversion Plan

Rhode Island Department of Revenue
Division of Taxation

Integrated Tax Project
R1: Data Conversion/Migration Plan

Artifact ID #19

Prepared
by

Revenue Solutions, Inc.

Award Number: 3323013
Task Order Number: *Initial Contract*

I. Record of Changes

Table 1. Document Change History

Change Number	Change Description	Date of Change	Date Inserted	Change Inserted By
0000	Initial Draft	07/10/13		Michael Early
0001	Updated to include final databases	10/25/13		Michael Early

II. Distribution

Copy No.	Recipient	Department
0001		

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1. Introduction to This Document

1.1. Purpose

This document defines the strategy for performing the Release 1 conversion to the Rhode Island State Tax Administration and Revenue System (STAARS) system. It provides a roadmap for the conversion of data and defines the tasks and resources needed to fulfill this strategy.

1.2. Scope

Data conversion for Release 1 includes only the following tax types:

1. Alcoholic Beverage Import Service Fee
2. Alcoholic Beverage Manufacturing Tax
3. Bank Deposit Tax
4. Bank Excise Tax
5. Beverage Container Tax
6. Compassion Center Surcharge
7. Economic Development (Newport)
8. Employee Leasing Organization Fee
9. Environmental Protection Regulatory Fee
10. Exempt Organization Exemption Fee
11. Gaming Withholding
12. Historic Tax Credit
13. Hospital Licensing Fee
14. Imaging Services Surcharge
15. Insurance
16. Liquor Agent License Fee
17. Manufacturer & Wholesale License Fee
18. Motor Carrier Fuel Use / IFTA Receipts
19. Motor Fuel/Gasoline
20. Outpatient Facility Surcharge
21. Political Organization Tax
22. Public Service Gross Earnings Tax
23. Real Estate & Mobile Home Conveyance Fee
24. Rental Vehicle Surcharge
25. Security Deposits
26. Simulcast
27. Telecom Surcharges - E911 Wireless Surcharge
28. Telecom Surcharges - E911 Wireline Surcharge
29. Telecom Surcharges - GIS Technical Fund
30. Telecom Surcharges - Tele Education Access Fund
31. Telephone Tangible Public Service Corporation Tax
32. Tobacco Products
33. Uniform Oil Response & Prevention Fee
34. Warwick Airport Parking Permit Fee
35. Warwick Airport Parking Surcharge

Although originally included as part of Release 1 in the contract, Tobacco Dealer License has been moved to Release 3 because of its ties to the mainframe.

Conversion will include all account periods that have "financial activity" in the year of conversion (2014) and the three previous calendar years (2013, 2012 and 2011) (the "defined period").

Conversion execution will be aligned with current system processing schedules to ensure any batch processes are completed before extraction of data to be converted begins

Conversion will not include accounts that do not have financial activity in the year of conversion or the three previous calendar years and do not have a delinquency.

1.3. Document Organization

Section 1 – Introduction to this Document outlines the data that will be converted and introduces the structure of this document.

Section 2 – Conversion Process outlines the methodology that will be used in the data conversion process including conversion tasks, identification and data assessment, Extract, Transform and Load (ETL) development and data cleansing.

Section 3 – Data sources for the conversion of data identifies the source data, target data and impacted legacy systems.

Section 4 – Mock Conversion describes what a mock conversion is, the frequency and what the outcomes of the effort are.

Section 5 – Conversion Deliverables outlines unofficial work products that will be developed during the conversion effort.

Section 6 – Conversion Timeline describes the relationship of the conversion effort to other project activities.

Section 7 – Roles and Responsibilities outlines the roles and responsibilities for RSI and Taxation conversion team members.

1.4. References and Relationship to Other Documents

N/A.

1.5. Maintenance of This Document

The R1 Data Conversion Plan will be updated as new conversion requirements are discovered. Such updates are expected from team meetings, the clarification of documented requirements, and initial development and testing.

2. Conversion Process

2.1. Conversion Flow

The data conversion process planned for the project has three high-level steps:

1. Legacy data extracts;
2. Load to staging; and,
3. Load to STAARS.

2.1.1. Legacy Data Extracts

Based on the conversion scope, rules are defined for the extract of the legacy data. Careful examination of the legacy databases will provide guidance as to the data to be included in the extract. Although some columns in the legacy files may be deemed "unnecessary to convert," they may still be included in the data extract. A detailed data assessment by the conversion team will aid in the development of the legacy data extract. The more detailed the analysis of the legacy files, the more accurate the data extract. Identifying the rules and data to be included in the legacy data extract will be a joint effort between RSI and the Agency.

2.1.1.1. Data Assessment

During the data assessment, RSI resources work closely with Agency personnel to fully understand all fields in the legacy data sources, from both a technical and a business perspective.

Data assessment will include:

- Identifying the elements of each account, period and return to build the different account/period scenarios that exist. These scenarios will be used to determine what processes the conversion programs will use to convert the account/periods. Any accounts that do not fall into the pre-defined scenarios will be flagged for Agency review. The results of the review will determine if the account/period will be converted.
- Determining the granularity of conversion (payment information, returns) necessary for continuation of business processing in the target system. RSI's past experiences demonstrated that business rules for going-forward processing (by tax type) dictate the level of granularity needed for conversion. Volumes of data, impact to billing, statutes, penalty and interest calculations, payment application, and case processing all play a role in each Release's conversion strategy.
- Identifying cross references between internal ID keys for the same taxpayers between multiple source systems to facilitate consolidation.
- Working with Agency resources to map existing SIC codes to current NAICS codes. RSI's experience has shown that there isn't a clear one-to-one mapping between SIC and NAICS. The 3-digit SIC lines up fairly well with the

first three digits of the NAICS, but then the NAICS has three additional digits, drilling down into very low level detail of business type.

- Examining each field in a legacy data source(s), to develop a source-to-target mapping. For all data, particularly if data is stored in different formats (such as dates, addresses, etc.), the team will identify all data validation (valid type/format, range, etc.) and "data cleansing" requirements.

2.1.1.2. Develop Data Extracts and Provide Program Output Layouts

Results of the data assessment phase drive development of legacy data extracts. Mapping matrices help guide this process while extract layouts and technical requirements, developed and approved by both Agency and RSI conversion team members, support final deliverables.

2.1.1.3. Develop and Review Balance and Reconciliation Reports

Balance and reconciliation reports ensure accuracy of extracted data. RSI and Agency personnel will work together to identify reports from the legacy system(s) that will be used to validate extracted data. Similar reports will be developed based on the converted data. These reports will then be reviewed and compared to verify that the data was extracted correctly.

2.1.2. Load to Staging

Once legacy data extract files have been created, the next step loads the data to the Legacy Data Repository (LDR) staging tables, and then parses (or breaks down into component parts) them into a similar intermediate format. The LDR is a set of tables in a SQL Server database that essentially mirrors the data stored on the primary legacy system files/databases. This provides the following advantages:

- Full history of converted data, even after legacy database retirement;
- The ability to query legacy data using SQL queries, rather than requiring access to multiple legacy databases and knowledge of COBOL (for Releases 2 and 3) or other programming languages; and,
- Access to normalized views from the converted legacy systems which will then be scrubbed and transformed into a single source.

2.1.2.1. Load to LDR/Staging Tables

SQL Server Integration Services (SSIS) programs will be developed to import extract files into SQL Server staging tables. These tables will closely resemble the current legacy file layouts. A data flow task will be developed for each extracted file. The SSIS tool reads the data from the LDR, transforms the data, and adds additional columns and data to the staging tables used to load the target database. The additional data is essentially a translation of legacy data needed for STARS to function properly.

During the import process, statistics will be gathered to aid in data validation and troubleshooting if failures occur. These will be output to an Excel spreadsheet for review by the conversion team. These statistics include table row counts, bad dates (dates that are mal-formed or out of range such as a date with a year of 3015 or month of 15) and orphaned records (e.g., a “detail” record without a “name” record).

This step is complete when RSI finishes unit testing and any identified legacy data issues are resolved. Processes at this stage perform basic scrubbing and data type transformations as needed to cleanse the data wherever conversion rules can be applied. The system will reject any incomplete or invalid data for review by Agency personnel. The Agency will provide a full volume of conversion data for testing during the development and unit test phases. RSI will create staging balance and reconciliation reports, as well as a mechanism to compare them to the extract file balance and reconciliation reports.

2.1.2.2. SSIS and SQL Data Cleansing

Data cleansing is the process of detecting and correcting corrupt or inaccurate records from a record set or table. It refers to identifying incomplete, incorrect or inaccurate parts of the data and then replacing or modifying them. Data cleansing may involve removing typographical errors or validating and correcting values against a known list of entities or values.

Data cleansing will include, but is not limited to:

- Verifying that fields requiring "non-null" values in the target database have data populated in the source database. If not, the team will determine the correct data cleansing approach (i.e., calculated or default values).
- Identifying each field in the appropriate target database tables which have NOT been mapped from a field in the legacy data source, to determine if it needs a value that is defaulted, calculated or derived, or left blank.
- Identifying fields that allow free text entry as these types of fields are very difficult to map. Unique values will have to be identified and redundant values consolidated into consistent values. A source-to-target mapping will then be developed to chart the values transformation and mapping to the target system. An example of this type of field is person title where the title "vice president" could be entered in a number of different ways: "v.p.", "v pres", "vice pres." etc.
- Identifying SIC codes that can be mapped to current NAICS codes. Accounts with codes that cannot be mapped or map to more than one current NAICS code will have to be manually reviewed by Agency staff to determine the correct NAICS code for that account.
- Distinguishing between variations of addresses that may exist in the legacy data, then applying address standardization via Pitney Bowes software that will enable the conversion program to identify true duplicates. The conversion programs will then be able to convert only one instance of each unique address. In instances where several entities/accounts have the same address, a reference will be established between the entity/account and the single instance of the address.
- Identifying invalid or mal-formed dates such as a date with a year of 3015 or month of 15. They may be fixed prior to conversion or changed to a null value

2.1.2.3. Data Mapping and Transformation

Data mapping is the process of identifying where data elements in the source system correspond to data elements in the data model of the target system (also referred to as 'source-to-target mapping').

Generating mapping documents will allow for traceability of data elements from source-to-target including one-to-one, one-to-many, and many-to-one relationships. Similarly, if a single field was used for multiple purposes over time, and a clear effective date of when the data usage changed exists, the field can be mapped to multiple fields as necessary. These types of rules will be appended to the conversion functional design documents.

Mapping documents will include:

- Source tables and columns from the extract files as defined by the program output layouts provided by Agency IT.
- Any data transformation that takes place, including the logic that was used for said transformation. An example of this would be transforming a filing period (201206) into the period's start and end dates (4/1/2012 – 6/30/2012) based on the filing frequency (in this case the filing frequency is quarterly).
- Any processes or procedures used to move data from source to target.

2.1.2.4. Develop and Review Balance and Reconciliation Reports

Balance and reconciliation reports at the staging level ensure that the data from the extracts is accounted for in the staging tables. These reports will then be reviewed and compared to verify that the data was inserted into staging correctly and that no unidentified scenarios exist. If an entity/account does not fall into an existing scenario it will not be converted until the entity/account is reviewed by the conversion team and appropriate steps are taken to ensure the entity/account can be converted successfully.

2.1.3. Load to STAARS

Once staged in LDR, the data undergoes final cleansing and transformations based on mapping matrices. After this step is complete, data is loaded to the target database environment. As with the previous step, RSI's responsibility involves the development work for this phase and Agency personnel are responsible for resolving any issues found with the legacy extract files that cannot be systematically resolved. Following the load to STAARS, a "lessons learned" session will be conducted with the conversion team and any parties involved in the conversion and testing process. This session will be used to identify any defects in the conversion process and to point out any opportunities for improvements. These lessons will be carried over into subsequent Releases so the same mistakes will not be repeated.

2.1.3.1. Use Existing System Stored Procedures

Where possible, existing STAARS stored procedures will be used to import converted data. This will ensure that data integrity is maintained and any database-specific functions will be executed on the converted data as it is being loaded into STAARS.

2.1.3.2. User Interface Data Verification

As conversion development takes place, data becomes available for viewing in the User Interface (UI) of STAARS, a critical part of the iterative nature of conversion. This visual data validation provides important feedback for the conversion team to understand the gaps that exist in the conversion applications. It also aids in identifying any additional data cleansing needed, and provides an opportunity to see that the application performs appropriately with the converted data. The conversion team views selected accounts covering identified data scenarios in both the legacy applications and STAARS to verify that all details appear correct and complete.

2.1.3.3. Develop and Review Balance and Reconciliation Reports

Balance and reconciliation reports ensure accuracy of converted data. RSI and Agency personnel will work together to identify reports from the legacy system(s) that will be used to validate extracted and converted data. Similar reports will be developed based on the converted data. These reports will then be compared to verify that the data was converted correctly.

2.2. Conversion Tasks

Conversion of legacy data to STAARS will be a multi-step process, with tasks broken down into sections as follows:

- Conversion Planning Phase Activities
  - Confirm Conversion Approach by Data Source – Review all legacy data sources and determine the best approach to convert the data therein.
  - Preliminary Data Source Analysis To Determine Resource Requirements – Review of the source data systems to determine the number of agency and RSI resources needed for the conversion effort.
  - Perform Dependency Analysis Against Overall Project Plan – Determine time lines for other project plan activities and align the conversion effort with those activities (i.e. testing, system configuration, training).
  - Perform Hardware Requirement and Database Sizing Analysis – Determine the type and size of the computer-server hardware needed based on amount of data being converted and number of intermediate or staging tables needed to convert data.
  - Document Conversion Plan - Document the strategies involved in converting data from the existing offline systems to STAARS.
- Data Assessment Phase Activities
  - Legacy Data Field Definition – Review each field in the source data to identify data type and usage.
  - Perform Source-to-Target Data Mapping – Construct a map that follows each data element from the source system through the conversion process to STAARS.
  - Determine Cleansing/Transformation Details, including defaulted/derived values – Identify which data fields from the source data need to changed and build the

rules for the change. i.e. – 8 digit dates (20120101) will be transformed into SQL server date/time formatted dates (2012-01-01 00:00:00.000).
    - Define Code Value Translation – Source-to-target mapping of code value data such as transaction types, payment types, ownership types, etc.
    - Document Conversion Design – Document how the conversion process will work, including layouts of staging tables, reference value conversion and any data validation or standardization that is used. Conversion programs and/or code will also be in the conversion design.
- Conversion Design, Development and Unit Test Phase Activities for Automated Conversion
    - Legacy Extract Design, Development & Unit Test – Develop the programs to extract conversion data from the legacy system(s) and review the data to make sure it is correct.
    - Legacy Extract Delivery – Provide the data from the legacy extract programs to the conversion team.
    - Legacy Extract Balance and Reconciliation Reports – Identify and develop balance and reconciliation reports to verify conversion data is complete and correct.
    - Parse and Load Staging Design and Development – Analyze legacy data to design and build appropriate programs to load it into the STAARS staging tables.
    - Unit Test with Extracted Data – Test the different sets of data (entity, account, return, financial and case) in the data extract(s) to see that the data was extracted correctly and all expected data is present.
    - Data Extract Issue Resolution – Review the data provided by the extract program to resolve any issues identified.
    - Unit Test Issue Resolution – Resolve any issues discovered as a result of the extracted data unit testing.
    - Load Target Tables Design and Development – Design and develop SSIS packages and additional programs as needed to move cleansed data from the staging tables to the STAARS tables.
    - Target Unit Test with Extracted Data – Test the individual sections (entity, account, return) in STAARS to see that converted data was converted correctly and functions properly in the new system.
    - Data Extract Issue Resolution – Review the data provided by the extract program to resolve any issues identified
    - Target Unit Test Issue Resolution – Resolve any issues in the data identified by the unit tests.
    - Data Validation via UI – Visually validate the converted data in STAARS by reviewing each user interface screen.
    - "Lessons Learned" analysis to validate next release conversion plan – Identify things that most contributed to the success of the conversion and things that could have gone better and apply this knowledge to conversions in future releases.
- Conversion System Test Phase Activities
    - Identify Scenarios (Test Cases) for Testing with Converted Data – Identify the different entity, account, financial and return scenarios that exist in the converted data.
    - Provide Sample Converted Data to System Test Team with Multiple Examples of Each Scenario – Convert data containing the identified test cases into STAARS and provide samples to the test team.

- System Testing with Converted Data – Test converted data in STAARS to ensure that system functionality with converted data is normal.
- System Test Issue Resolution – Resolve any issues identified by the System Testing with Converted Data.
- System Test Fix Validation – Validate that the fixes for issues identified in System Testing are acceptable.
- Balance and Reconciliation System Test - Review balance and reconciliation reports for the data during and after the system test to ensure converted data is correct and complete and functions appropriately in STAARS.

- Conversion User Acceptance Test Phase Activities
  - Provide Jointly Agreed Amount of Converted Data to User Acceptance Test Region – Convert a mutually agreed upon set of data into the user acceptance testing environment to test with.
  - Identify Specific Taxpayers and/or Accounts for Specific Test Cases - Identify the different entity, account, financial and return scenarios that exist in the converted data.
  - User Acceptance Testing with Converted Data - Testing is done using real world scenarios and perceptions relevant to the end users
  - UAT Issue Resolution - Resolve any issues identified by the User Acceptance Testing with Converted Data.
  - UAT Fix Validation – Validate that the fixes for issues identified in User Acceptance Testing are acceptable.
  - Balance and Reconciliation User Acceptance Test - Review balance and reconciliation reports for the converted data during and after the user acceptance test to ensure converted data is correct and complete and functions appropriately in STAARS.
- Mock Conversion Phase Activities
  - Mock Conversion Setup and Execution – Perform any set-up work prior to the mock conversion. This could include creating user accounts, importing mapping tables, and refreshing staging tables with current extract data. Once the set-up is complete, run the conversion programs.
  - Key Data Validation - Validate key converted data to ensure data accuracy and completeness.
  - Mock Balance & Reconciliation Reports Execution – Run the balance and reconciliation reports and any comparison scripts to legacy balance and reconciliation repots for the converted data.
  - Mock Balance & Reconciliation Reports Review - Review balance and reconciliation reports for the converted data during and after the Mock Conversion to ensure converted data is correct and complete and functions appropriately in STAARS.
  - "Lessons Learned" Analysis and Code/Process Improvements - Identify things that most contributed to the success of the conversion and things that could have gone better and apply this knowledge to conversions in future releases.
- Go-Live Conversion Phase Activities
  - Identify Operational Impacts - Identify legacy systems that will be impacted by the conversion and halt processing for involved tax types on legacy applications for an agreed upon amount of time based on the conversion window and logical business processes.
  - Production Conversion Setup and Execution - Perform any set-up work prior to the production conversion. This could include creating user accounts, importing

mapping tables, and refreshing staging tables with current extract data. Once the set-up is complete, run the conversion programs.

- Key Data Validation - Validate key converted data to ensure data accuracy and completeness.
- Final Balance & Reconciliation Reports Execution – Run the Balance & Reconciliation reports and any comparison scripts to legacy Balance & Reconciliation reports for the converted data.
- Final Balance & Reconciliation Reports Validation - Review Balance & Reconciliation reports for the converted data during and after the conversion to ensure converted data is correct and complete and functions appropriately in STAARS.
- "Lessons Learned" Analysis and Code/Process Improvements - Identify things that most contributed to the success of the conversion and things that could have gone better and apply this knowledge to conversions in future releases.

Both Agency and RSI personnel are involved with individual tasks identified above; see section 7.1 Roles and Responsibilities for a detailed breakdown of task responsibility.

2.3. Tools for conversion

As part of the proposed SQL Server Relational Database Management System (RDBMS) for this project, RSI uses the included SSIS application tool, an enterprise-level ETL application with proven stability, performance and functionality. SSIS enables sharing of custom-made utilities among all developers on the project, ensuring consistent data scrubbing and purification. With its dynamic graphical user interface and extensive built-in tool-kit, SSIS greatly speeds up data conversion, development and testing.

RSI typically tracks any conversion issues using the same approach as project-wide issue tracking. This helps to fully integrate the conversion team with the wider project team and make issue tracking easier for testers (no need to learn an additional system).

3. Data Sources for Conversion of Data

3.1. Systems to be converted

The scope of the Release 1 conversion includes all offline Access databases which contain taxpayer data (e.g. demographics, financials) specifically pertaining to Release 1 tax types. The following table contains a list of all Access databases that will be converted and retired in Release 1.

Database	Directory	Account Type	Account Subtype
911Surcharges.mdb	J:\novell\Databases\Access2003	Telecom Surcharges	
AlcoholBeverageMFG.mdb	J:\novell\Databases\Access2003	Alcoholic Beverage	Manufacturing
AutoRental.mdb	J:\novell\Databases\Access2003	Rental Vehicle Surcharge	
BankDeposit.mdb	J:\novell\Databases\Access2003	Bank Deposits Tax	
BankExcise.mdb	J:\novell\Databases\Access2003	Bank Excise Tax	
Betting.mdb	J:\novell\Databases\Access2003	Simulcast	
BeverageContainer.mdb	J:\novell\Databases\Access2003	Beverage Container Tax	
BeverageImportFee.mdb	J:\novell\Databases\Access2003	Alcoholic Beverage	Import
CompassionCenter.mdb	J:\novell\Databases\Access2003	Compassion Center	
EconomicDevelopment.mdb	J:\novell\Databases\Access2003	Administrator	Economic Development
EmployeeLeasing.mdb	J:\novell\Databases\Access2003	Employee Leasing Organization	
EPRegFee.mdb	J:\novell\Databases\Access2003	Environmental Protection Regulatory	
Gaming.mdb	J:\novell\Databases\Access2003	Administrator	Gaming Withholding
Gas.mdb	J:\novell\Databases\Access2003	Motor Fuel	
HealthcareSurcharges.mdb	J:\novell\Databases\Access2003	Imaging Services	
		Outpatient Health Care Facility	
HistoricCredits.mdb	J:\novell\Databases\Access2003	Administrator	Historic Tax Accounts
Hospital.mdb	J:\novell\Databases\Access2003	Hospital Licensing	
LiquorAgentsLicense.mdb	J:\novell\Databases\Access2003	Administrator	Liquor Agent
Parking.mdb	J:\novell\Databases\Access2003	Airport Parking	
PoliticalOrganizations.mdb	J:\novell\Databases\Access2003	Political Organization	

Database	Directory	Account Type	Account Subtype
PSTang.mdb	J:\novell\Databases\Access2003	Telephone Tangible Public Service Corporation Tax	
Realty.mdb	J:\novell\Databases\Access2003	Administrator	Real Estate and Mobile Home Conveyance
SecurityDeposit.mdb	J:\novell\Databases\Access2003	Administrator	Security Deposit
TobaccoProducts.mdb	J:\novell\Databases\Access2003	Tobacco Tax	Products
UniformOil.mdb	J:\novell\Databases\Access2003	Uniform Oil Response and Prevention Fee	
WholesaleMFGLicense.mdb	J:\novell\Databases\Access2003	Administrator	Wholesale / Manufacturer
BevContReturns.mdb	J:\novell\Databases\Access2003\ExciseOnly	Beverage Container Tax	
InsuranceBE.mdb	J:\novell\Databases\Access2003\Insurance\BackEnd	Insurance Tax	
PublicServiceFE.mdb	J:\novell\Databases\Access2003\PublicService	Public Service Corporation Gross Earnings	

Offline Access Databases

* The MiniRec.mdb and MiniRecCigarettes.mdb databases will be converted through a separate conversion process as part of the Consolidated Collections effort to retire RevQ.

4. Mock Conversion

RSI executes up to three mock conversions in conjunction with each release to a) ensure data accuracy and completeness, and b) verify that it can run within the designated timeframe. Mock conversions can be run as soon as conversion program development is complete. A mock conversion is not simply a "dry run" of the data conversion but a real-life picture of how the conversion process will occur and an opportunity to resolve any identified issues prior to the production conversion. RSI's mock conversion effort executes the conversion process within an allotted timeframe already planned for the true production conversion to identify performance issues, dependencies, and stability issues. In addition, Agency users participate in the mock conversion to validate key converted data to ensure data accuracy and completeness, as well as review Balance & Reconciliation reports in preparation for the final production conversion.

5. Conversion Work Products

5.1. Data Conversion Plan

The Conversion Plan provides a roadmap for the entire conversion effort. The conversion effort has both unique and repeatable elements related to STAARS. It is unique because the systems being converted are specific to the Agency and contain data that may not easily map to the STAARS data model. The repeatable aspect is that once the mapping issues, if any, are resolved, the extract, transform and load into STAARS is straightforward and has been done before.

5.2. Data Assessment and Cleansing Plan

The Data Assessment and Cleansing Plan defines legacy data fields, provides a source-to-target data map of legacy systems to STAARS, determines cleansing and transformational details including defaulted and derived values, defines code value translations to assess and confirm level of effort estimates, and documents the conversion design.

5.3. Conversion Program Specifications

The Conversion Program Specifications defines the programs and procedures used during the data conversion process. This will include source and target data structures and mapping, cleansing and transformation routines and any other internal or external processes that move or manipulate the data during conversion. This document is produced alongside development.

5.4. Data Conversion Test Scripts

Data conversion test scripts are the set of instructions that will be performed on STAARS to test that the data that was converted is accurate and is represented in full.

5.5. Data Conversion Program Development

Documents the development of the programs, procedures and scripts used to transform the legacy data and load it into STAARS.

6. Conversion Timeline

Conversion data will be available in the conversion environment as conversion program development progresses. This data will be limited to entity and registration data at first. As additional data elements are added to the conversion programs, they will be available in the conversion environment as well. Conversion data will be available in the conversion environment prior to system testing, but may change due to the results of the system tests.

The following are project activities that will align with the data conversion:

- System Test (January 2014 - March 2014)
- Model Office Testing (March 2014 - May 2014)
- Go Live (June 2014)

7. Roles and Responsibilities

7.1. Roles and Responsibilities

Conversion Planning Phase Activities

Task/Activity/Event Description	Agency Task	RSI Task
Confirm conversion approach by data source	Support	Lead
Preliminary data source analysis to determine resource requirements	Support	Lead
Perform dependency analysis against overall project plan	Support	Lead

Data Assessment Phase Activities

Task/Activity/Event Description	Agency Task	RSI Task
Legacy data field definition	Lead	Support
Perform source-to-target data mapping	Support	Lead
Determine cleansing/transformation details, including defaulted/derived values	Support	Lead
Define code value translation	Support	Lead
Document conversion design	Support	Lead

Conversion Design, Development and Unit Test Phase Activities for Conversion

Task/Activity/Event Description	Agency Task	RSI Task
Legacy extract design, development & unit test	Lead	Support
Legacy extract delivery	Lead	Support
Legacy extract balance and reconciliation reports	Lead	Support
Load staging design and development	Support	Lead
Unit test with extracted data	Support	Lead
Data extract issue resolution	Lead	Support
Unit test issue resolution	Support	Lead

Task/Activity/Event Description	Agency Task	RSI Task
Staging balance and reconciliation reports	Support	Lead
Balance and reconciliation development and unit test	Support	Lead
Load target tables design and development	Support	Lead
Target unit test with extracted data	Support	Lead
Data extract issue resolution	Lead	Support
Target unit test issue resolution	Support	Lead
Data validation via UI	Support	Lead
"Lessons learned" analysis to validate next release conversion plan	Support	Lead

Conversion System Test Phase Activities

Task Description	Agency Task	RSI Task
Identify scenarios (test cases) for testing with converted data	Support	Lead
Provide sample converted data to system test team with multiple examples of each scenario	Support	Lead
System testing with converted data	Support	Lead
System test issue resolution	Support	Lead
System test fix validation	Support	Lead
Balance and reconciliation system test	Support	Lead

Conversion Model Office Phase Activities

Task Description	Agency Task	RSI Task
Provide jointly agreed amount of converted data to model office test region	Support	Lead
Identify specific taxpayers and/or accounts for specific test cases (where necessary)	Support	Lead
Model office testing	Lead	Support
Model office issue resolution	Support	Lead

Model office fix validation	Lead	Support
Balance and reconciliation user acceptance test	Lead	Support

Mock Conversion Phase Activities

Task Description	Agency Task	RSI Task
Mock conversion setup and execution	Support	Lead
Key data validation	Lead	Support
Mock Balance & Reconciliation Reports execution	Support	Lead
Mock Balance & Reconciliation Reports validation	Lead	Support
"Lessons learned" analysis and code/process improvements	Support	Lead

Go-Live Conversion Phase Activities

Task Description	Agency Task	RSI Task
Identify operational impacts	Support	Lead
Production conversion setup and execution	Support	Lead
Key data validation	Lead	Support
Final Balance & Reconciliation Reports execution	Lead	Support
Final Balance & Reconciliation Reports validation	Lead	Support
"Lessons learned" analysis and code/process improvements	Support	Lead

ABBREVIATIONS AND ACRONYMS

This section should always be included and describe any acronyms in the deliverable so that the reader can understand the document.

SSIS	SQL Server Integration Services. Click here for more information.
ITP	Integrated Tax Processing system.
LDR	Legacy Data Repository
RDBMS	Relational Database Management System
ETL	Extract, Transform and Load
STAARS	State Tax Administration And Revenue System

APPENDIX D -SAMPLE TRAINING PLAN

The sample document referenced below is a representative training plan that will be refined and presented as a deliverable for the ITPS project. (**See attachment Sample Training Plan**)

- Rhode Island Training Plan

Rhode Island Department of Revenue
Division of Taxation

Integrated Tax Project
Training Plan

Prepared by:

Revenue Solutions, Inc.

Award Number: 3323013

Task Order Number: *Initial Contract*

FORWARD

I. Record of Changes

Table 1. Change History

Change Number	Change Description	Date of Change	Date Inserted	Change Inserted By
0000	Initial Draft-Outline	09/30/2013		Jason Woodcock

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1. Introduction to This Document

1.1. Purpose

This document provides a description of user curriculum content for the Integrated Tax System training program. The training program is designed to train Agency trainers, project team members, and technologists, and includes training modules, knowledge transfer, and on-the-job training.

1.2. Scope

This document describes each module included in the Train-the-Trainer and Technologists training, as well as third-party training. RSI trainers will use the relevant modules to train Agency trainers, so they can perform their required tasks, which for some include mentoring users and training users. RSI technologists will also use the relevant modules to conduct the technologist training to prepare the Agency technologists for the required system operations. This classroom training accompanies on-the-job training provided by RSI technologists.

The Agency trainers attending training will have experience and skills in the legacy environment on the topic being presented, and the Agency IT staff will have the necessary prerequisite training.

1.3. Maintenance of This Document

This document will be edited as needed throughout the project in order to reflect items that may have changed over the course of the implementation. See Table 1: Change History for details on the changes that have occurred.

2. Train-the-Trainer

2.1. Agency Trainers

The Agency will select trainers based on their position in their team as a leader, a subject matter expert, and/or a mentor. These trainers will officially become the Integrated Tax System subject matter experts and mentors to their teams. These are people who have leadership skills and solid tax processing experience.

RSI trainers use the facilitator guide, accompanying PowerPoint slides and user workbooks for training the Agency trainers. Following training Agency trainers on the use the system, RSI trainers will support the Agency trainers as they develop their training delivery skills. After this training, the Agency trainers and RSI trainers will determine which modules Agency trainers will use to train their scheduled end-user groups, based on the end-users' needs.

Training of end-users will occur just prior to each release. During this time, RSI trainers will be available to support the Agency trainers as needed.

2.2. Training Materials

The materials used in Train-the-Trainer are the materials Agency trainers will use to train end-users. The training materials support on-site, comprehensive classroom training in the Train-the-Trainer program. The materials will be provided in electronic, editable, and printable format. The materials include the following:

Material	Purpose
Overview (PowerPoint Presentation)	Serves as an introduction to the course topic and statement of training objectives.
Facilitator Guide	A document created by RSI trainers that provides detailed instructions for the module being presented.
Computer Based Training (CBT)	CBT01 and CBT02 contain instructions for the following core system activities: • Log on the System • Search for and Entity • Search for an Account • Register Entity • Maintain Entity • Register Account • Maintain Account • File a Return • Reconcile and Release Deposits • Transfer Return • Transfer Payment • Adjust Return • Review Financials • Work Suspended Return • Work Pending Bills

Material	Purpose
	• Work Pending Overpayments. • Create a Case • Request and Search for Correspondence They also include how to use the context-specific help It is recommended that Agency users complete CBT01 and CBT02 prior to attending their first training session.
Contextual On-Line Help	Context-sensitive online help screens are linked within the screens of the Integrated Tax System. These screens provide instructions on how to perform each business transaction and process within the system.
Lab Workbook	Lab workbooks contain exercises related to the module being taught. They are provided to reinforce the materials being taught.

Figure 1: Training Materials

2.3. Training in the Integrated Tax System

Agency trainers will participate in formal training sessions that cover the system modules and are in the same format that the Agency trainers will later use to train end-users. The training sessions also help Agency trainers become comfortable using the system and to prepare them to teach the materials. During this time, Agency trainers will have the opportunity to present materials and receive immediate feedback from RSI trainers about their training delivery.

Following the formal Train-the-Trainer training, the Agency trainers, with the support of RSI trainers, will determine which parts of the modules are necessary to adequately train their end-users, because some end-users will not require training in all the skills included in each module.

3. User Training

3.1. End-User Training

End-user training will be conducted by Agency trainers. It will be staged throughout the life of the project, occurring by release for the scheduled project releases. Each module included in training will focus on the processes used by the Agency and how to perform the tasks contained in each of them efficiently.

During training, end-users are provided with an overview training presentation, demonstrations of software use, and practice labs where the end-users will perform software tasks in the classroom. It is recommended that the classrooms contain a minimum of two trainers at all times, who will visit each end-user being trained during lab exercises and assist as needed. If the end-user has difficulty, the Agency trainer can provide assistance in the training event or schedule additional follow-up training.

The modules listed below demonstrate the content provided for training.

3.1.1. RP01: Introduction to the Integrated Tax System

Training Item	Description
Objective	After completing this module, end-users will be able to log in the system and will gain an understanding of the navigational features in Integrated Tax System.
Content	• Overview of Integrated Tax System • Accessing Integrated Tax System • Navigating Integrated Tax System • Storing taxpayer information • Using context sensitive on-line help documents
Materials	• Guided Lab Workbook • Job Aids • Facilitator Guide
Length	Approximately 2 hrs.
Prerequisite Skills	• None Identified

Figure 2: RP01 – Introduction to the Integrated Tax System

3.1.2. RP02: Entity Identification

Training Item	Description
Objective	After completing this module, end-users will be able to understand the hierarchy of entities, accounts, and periods, and know where to find entity information, register entities and accounts, create associations, and establish relationships.
Content	• Description of entity model • Review of entity information captured • Register entities • Register accounts • Modifying an existing account • Establish relationship between tax entities • Add associations • Add attributes
Materials	• Guided Lab Workbook • Job Aids • Facilitator Guide
Length	Approximately 3 hrs
Prerequisite Skills	• RP01

Figure 3: RP01 – Entity Identification

3.1.3. RP03: Channel Management

Training Item	Description
Objective	After completing this module, end-users will be able to balance and manage daily deposits, and correct batch errors in Integrated Tax System.
Content	• Look up deposits and batches • Change the settlement date of a batch and a deposit • Correct and balance a batch • Delete a batch • Delete a submission from a batch

Training Item	Description
	• Reconcile a deposit • Process split batches • Perform a coupon search • Create a payment coupon • Edit a payment coupon • Record a bad check • Record bank errors
Materials	• Guided Lab Workbook • Job Aids • Facilitator Guide
Length	Approximately 4 hrs.
Prerequisite Skills	• RP01 • RP02 • Knowledgeable in processing deposits, creating batches, batch corrections, and corrections.

Figure 4: RP03 – Channel Management

3.1.4. RP04: Returns and Payments

Training Item	Description
Objective	After completing this module, end-users will be able to perform manual tax processing tasks using Integrated Tax System.
Content	• Review system screens and menu items related to Returns and Payments. • Enter returns • Adjust returns • Create account periods • Process payments • Perform a coupon search • Create a payment coupon • Edit a payment coupon

Training Item	Description
	• Perform submission searches • Access suspense items • Correct suspended returns • Transfer transaction to the suspense queue • Add notes
Materials	• Guided Lab Workbook • Job Aids • Facilitator Guide
Length	Approximately 4 hrs.
Prerequisite Skills	• RP01 • RP02 • Knowledge and experience in tax processing, payment processing, and error correction

Figure 5: RP04 – Returns and Payments

3.1.5. RP05: Taxpayer Accounting

Training Item	Description
Objective	After completing this module, end-users will be able to manage a taxpayer account period.

Training Item	Description
Content	• Review Integrated Tax System screens and menu items related to Taxpayer Accounting Perform taxpayer accounting searches for financials, customer transactions, submissions, compliance check, and exceptions • Add an extension • Adjust the effective and postmark dates • Clear Exceptions • Transfer returns and payments to a different entity's account • Transfer payments to an external system • Execute an abatement or a settlement • Process a refund (Automatic Refunds, Manual Refunds) • Forecast Penalty & Interest • Maintain suppressions • Enter a manual liability
Materials	• Guided Lab Workbook • Job Aids • Facilitator Guide
Length	Approximately 8 hrs
Prerequisite Skills	• RP01 • RP02 • RP04

Figure 6: RP05 – Taxpayer Accounting

3.1.6. RP09: Support Functions

Training Item	Description
Objective	After completing this module, end-users will be able to search, manage, and manipulate cases; and create and view outbound correspondence; in the Integrated Tax System.

Training Item	Description
Content	• Review Integrated Tax System screens and menu items related to Case Management • Review case summary page • Describe case type and case sub-type • Search for a case • Create a case • Transfer a case • Add notes for a case • Edit case details • Close a case • Work from My Inventory • Work from My Cases • Use work lists • Use case staging • Create and view outbound correspondence • Add periods to a case
Materials	• Guided Lab Workbook • Job Aids • Facilitator Guide
Length	Approximately 5 hrs
Prerequisite Skills	• RP01 • RP02 • RP04 • RP05 • Experience working refunds, delinquencies, error corrections, and audits

Figure 7: RP09 – Case Management

3.1.7. RP25: Supervisory Functions

Training Item	Description
Objective	After completing this course, end-users will be able to maintain worklists, assign roles, use bulk actions, and create reports.
Content	• Review system screens and menu items related to Supervisory Functions • Monitor case worklists • Assign worklists to users • Grant users access to necessary work areas based on users' roles • Use Bulk Actions • Create reports
Materials	• Guided Lab Workbook • Job Aids • Facilitator Guide
Length	Approximately 2 hrs
Prerequisite Skills	• RP01 • RP02 • RP04 • RP05

Figure 8: RP25 – Supervisory Functions

4. Technologists Training

4.1. Technologists Training

IT and Taxation will coordinate with the Training team to determine the technical needs of the Agency technologists and which developers and technical specialists will attend training events.

4.2. Technologists Training Curriculum

Technologists training includes classroom training for Integrated Tax System, hands-on training as part of the project development team, and third-party vendor training. These training types work hand-in-hand for a successful knowledge transfer. In addition to the courses listed below, technologists training participants will also receive hands-on training.

4.2.1. RP11: System Configuration

Training Item	Description
Objective	After completing this module, participants will be able to maintain the configuration of system-wide parameters and reference data. This establishes the code values on which the system will operate and be used by the user interface as well as the core product and business rules to make decisions accordingly.
Content	• Overview of the System Administrator tool • Create reference data • Update reference data • Inactivate reference data • Guided Lab
Materials	• Technical Administrator Guide • Guided Lab Workbook
Length	Approximately 4 hours
Prerequisite Skills	• Knowledgeable in the use of the reference data as it pertains to the items being configured.

Figure 9: RP11 – System Configuration

4.2.2. RP12: Forms Definition

Training Item	Description
Objective	After completing this module, participants will be able to maintain form definitions within the system. Establishing the form definition within the system includes the creation of the schema, the end-user layout of the form, and the creation of the form-specific validation rules.
Content	• Overview • Create XML schema • Add a schema to a custom tax form • Configure tax form sections and line items • Guided Lab
Materials	• Technical Administrator Guide • Guided Lab Workbook
Length	Approximately 5 hours
Prerequisite Skills	• XML Spy • RP11

Figure 10: RP12 – Forms Definition

4.2.3. RP13: Exceptions and Worklists

Training Item	Description
Objective	After completing this module, the participants will be able to configure exceptions and worklists within the system. These exceptions and corresponding worklists provide the means for users to correct items that are incorrect and need manual intervention.
Content	• Add a worklist and corresponding worklist views • Create an exception • Maintain worklists • Maintain exceptions • Guided Lab
Materials	• Technical Administrator Guide

Training Item	Description
	• Guided Lab Workbook
Length	Approximately 4 hours
Prerequisite Skills	• RP11

Figure 11: RP13 – Exception and Worklist

4.2.4. RP14: Case Workflow and Configuration

Training Item	Description
Objective	After completing this module, participants will be able to configure cases and workflows within the system. Case flows assist in the management of work across the system, and the agency. Case flows are not limited to collections or audit, but are also used to manage other exception scenarios through the system, including items such as return exceptions, bill item review, and refund item review.
Content	• Overview • Create case types and sub types • Add and maintain code processing attributes for case types • Create and maintain a case flow • Create and maintain case plan • Create and maintain case closure codes • Guided Lab
Materials	• Technical Administrator Guide • Guided Lab Workbook
Length	Approximately 5 hours
Prerequisite Skills	• RP11

Figure 12: RP14 – Workflow and Configuration

4.2.5. RP15: Correspondence Definition

Training Item	Description
Objective	After completing this course, participants will be able to create and maintain notices and outgoing correspondence within the application. This module complements the Pitney Bowes EngageOne training and provides the implementation skills necessary for creating notices with the system.
Content	• Overview • Create and import a correspondence template • Activate and modify a definition • Associate a definition to a template • Associate a definition to a security access profile • Create custom element procedures • Guided Lab
Materials	• Technical Administrator Guide • Guided Lab Workbook
Length	Approximately 8 hours
Prerequisite Skills	• EngageOne • Object oriented programming • RP11

Figure 13: RP15 – Correspondence Definition

4.2.6. RP16: Channels & Interfaces

Training Item	Description
Objective	After completing this course, participants will be able to create and maintain channels and interfaces. This module complements object oriented programming training and provides the implementation skills necessary for creating channels and interfaces within the system utilizing SSIS.
Content	• Overview • Create and modify an SSIS package for a channel • Create and modify an SSIS package for an interface

Training Item	Description
	• Guided Lab
Materials	• Technical Administrator Guide • Guided Lab Workbook
Length	Approximately 8 hours
Prerequisite Skills	• Object oriented programming • RP11

Figure 14: RP15 – Correspondence Definition

4.2.7. RP20: Offline Processes and Scheduling

Training Item	Description
Objective	After completing this course, participants will be able to analyze runs, cleanup data, prioritize jobs, and create and maintain offline processes and scheduling.
Content	• Overview • Analyze runs • Cleanup data • Prioritize jobs • Create and maintain offline processes with regards to scheduling • Guided Lab
Materials	• Technical Administrator Guide • Guided Lab Workbook
Length	Approximately 4 hours
Prerequisite Skills	• RP11

Figure 15: RP20 – Offling Processes and Scheduling

4.2.8. RP22: BRMS Configuration

Training Item	Description
Objective	After completing this course, participants will be able to create and maintain business rules. This course covers the skills necessary to update and maintain the rules within the system across functional areas.
Content	• Overview • Create and maintain business rules • Guided Lab
Materials	• Guided Lab Workbook
Length	Approximately 24 hours
Prerequisite Skills	• RP11

Figure 16: RP22 – BRMS Configuration

4.2.9. Fairfax Imaging

Taxation will receive vendor training directly from Fairfax Imaging for the licensed Quick Modules software that is part of the project. The training will be delivered to individuals based on their role and business need as appropriate. Quick Modules system training courses introduces Quick Modules and the related components to the key data entry managerial or supervisory staff. It will cover all aspects of monitoring the system using the Quick Modules. Quick Modules Administrator training is a condensed administrator course introducing Quick Modules and the related components to the system administrative staff. It will cover installation, configuration and monitoring.

The Division of Taxation will receive vendor training directly from Fairfax Imaging for the licensed Quick Modules software that is part of the project. The training will be delivered to individuals based on their role and business needs as appropriate. Quick Modules system training courses introduces Quick Modules and the related components to the key data entry managerial or supervisory staff. It will cover all aspects of monitoring the system using the Quick Modules. Quick Modules Administrator training is a condensed administrator course introducing Quick Modules and the related components to the system administrative staff. It will cover installation, configuration and monitoring.

For System Administrators, training on the following Fairfax Imaging Quick Modules products will occur:

- Quick Modules Workflow
- Quick Workflow
- Quick Enhance
- Quick Capture
- Quick DLN Burn (check endorsements)

- Quick DBFill
- Quick Monitor
- Quick Check21 Admin Tool.
- Quick Check21 User Management Tool
- Quick Check21 File Generator
- Quick Check21 Communicator

A full training plan is provided by Fairfax imaging that encompasses the above.

4.3. Third-Party Training

RSI recommends the following third party training to augment the RSI-provided modules above.

4.3.1. SQL Server Reporting Services Training (SQL Server Version 2008)

The software course *Introduction to SQL Reporting Services* should be attended by technical users selected by the Agency. This course teaches attendees how to create, test, and distribute SQL Server Reporting Services reports. Following the course, technical users trained in SQL Reporting will participate in project tasks, as requested, to support report conversion from the legacy system into the new system.

4.3.2. EngageOne Designer (EngageOne Version 3.0)

Introduces attendees to the essential tools and techniques needed to create EngageOne templates. The course is geared towards those individuals who will use EngageOne Designer as the tool for creating EngageOne templates with interactive data capture.

4.3.3. EngageOne Administrator (EngageOne Version 3.0)

Provides EngageOne Administrators with the skills needed to create and manage a basic EngageOne environment. The course is geared towards technical users who will be using, setting up, and managing EngageOne Administrator as the tool for interactive document creation and management.

4.3.4. Introduction to C# 4.0 with Visual C# 2010

Teaches participants how to program in C# 4.0 using Visual C# 2010 and serves as in introduction to object oriented programming.

4.3.5. Mastering XML Spy (Version 2013)

XML Spy is an advanced XML editor for modeling, editing, transforming, and debugging XML-related technologies. This course teaches attendees basic XML skills, as well as how to make the most of XML Spy.

4.3.1. OpenText 1-0100 Course (Version 10.0.0)

OpenText is utilized as the content management store which interfaces with Fairfax Imaging modules and RPE. This course teaches users how to navigate within Content Server, search for documents and other work managed in Content Server, add new documents and other

Content Server items, apply custom categories (and attributes) to documents and edit these categories, revise documents and other information managed in Content Server, Initiate document review workflows, process workflow and other tasks assigned to them.

5. Training Facility

5.1. Agency Provided Training Facility

The agency will provide the training facility used during the training events described in this document. The Training Facility will contain one trainer desk, one projector, and a projection screen.

6. Training Schedule

The following tables include the schedule for Release 1 Train-the-Trainer.

6.1. Train-the-Trainer Training Schedule Overview

The Agency will identify trainers for Train-the-Trainer training.

The training will begin April 21, 2014 and continue in two day sessions for four weeks.

6.1.1. Week 1 of Train-the-Trainer, April 21-22

Day	Morning	Afternoon
Monday	RP01: Introduction to Integrated Tax System: learn to navigate the user screens	RP02: Entity ID structure and functions
Tuesday	RP03: Channel Management: Batches and Deposits	RP04: Returns and Payment Processing

Figure 17: Week 1 of Train-the-Trainer

6.1.2. Week 2 of Train-the-Trainer, April 28-29

Day	Morning	Afternoon
Tuesday	RP05: Taxpayer Accounting	RP05: Taxpayer Accounting
Wednesday	RP09: Case Management	RP09: Case Management

Figure 18: Week 2 of Train-the-Trainer

6.1.3. Week 3 of Train-the-Trainer, May 5-6

Day	Morning	Afternoon
Monday	RP25: Supervisory Functions	Questions, Review, Open Lab
Tuesday	Guided/Open labs	Guided/Open labs

Figure 19: Week 3 of Train-the-Trainer

6.1.4. Week 4 of Train-the-Trainer, May 11-12

Day	Morning	Afternoon
Monday	Trainer presentation prep	Training presentation prep
Tuesday	Trainer presentations and feedback	Trainer presentations and feedback
Wednesday	Trainer presentations and feedback	Review and discussion

Figure 20: Week 4 of Train-the-Trainer

6.2. End User Training

6.2.1. End-User Training Schedule

The Agency Personnel Services Bureau will schedule the Agency end-users for training in the Integrated Tax System. User training will begin in May 2014, following the conclusion of the Train-the-Trainer sessions.

6.3. Technologists Training Schedule

The following table includes the schedule for Release 1 and post Release 1 technologists training.

Training	Dates for Delivery	Length
Introduction to SQL 2008 Reporting Services	Already occurred	N/A
Fairfax	April 2014	TBD

Training	Dates for Delivery	Length
Introduction to C# 4.0 with Visual C# 2010	Already occurred	N/A
EngageOne Designer	First Quarter 2014	4 Days
EngageOne Administrator	First Quarter 2014	3 Days
RP11: System Configuration	First Quarter 2014	1 Day
RP12: Forms Definition	First Quarter 2014	1 Day with additional on-the-job training and knowledge transfer
RP13: Worklist	First Quarter 2014	1 Day with additional on-the-job training and knowledge transfer
RP14: Case and Workflow Configuration	First Quarter 2014	1 Day with additional on-the-job training and knowledge transfer
RP15: Correspondence Definition	First Quarter 2014 (following EngageOne training)	1 Day with additional on-the-job training and knowledge transfer
RP20: Offline Processes and Scheduling	First Quarter 2014	1 Day with additional on-the-job training and knowledge transfer
RP22: Business Rules Engine	First Quarter 2014	4 Days

Figure 21: Technologists Training Schedule

2

7. Abbreviations and Acronyms

This section should always be included and describe any acronyms in the document so that the reader can understand the document.

BRE	Business Rules Engine
CBT	Computer Based Training
IT	Information Technology
SME	Subject Matter Expert
RSI	Revenue Solutions, Inc.

Appendix A

Changes for Releases 2 will be recorded in Appendix A.

Appendix B

Changes for Release 3 will be recorded in Appendix B.

APPENDIX E -REPORT INVENTORY

The table below provides a listing of standard reports available with Revenue Premier. During the Configuration and Design process, the Team will determine which reports meet the needs of County and which will be modified to meet specific needs.

REPORT NAME	Description	Functional Area
TA Collection Movement Details	This report details all subsequent reallocations for Collections in the taxpayer's account.	Accounting
TA Cash Journal Movement Details	This report details all subsequent reallocations for Cash in the taxpayer's account. It is used to create journal vouchers.	Accounting
Real Estate Conveyance by Town		Audit
Aging Action report	This reports basic case and notice information for any audited account periods where a bill staging notice will be sent. Cases reported will be for notices being sent at least one week from report date and less than two weeks from report date. This will give the auditors time to insure any case work to stop the notice may be done if necessary.	Audit
Aging Recap Report	The Aging Recap Report summarizes all billing notices and non-filer assessments for a given period of time. This gives department management a summary of the number and amount of each type of billing notice and the non-filer assessments that have been sent to taxpayers.	Audit
Failure to File Job Outcome	This report provides details and summary totals of the results of the failure to file job	Audit
Bankruptcy Case Report	This report contains basic information on all bankruptcy cases.	Bankruptcy
CA0001-Cases Closed By Date Range REG	This report provides the list of cases closed by either or combination of casetype, casesubtype, start date, end date or worklist.	Case
CA0002-Inventory Summary REG	This report provides the case inventory Summary (i.e. start count, closed count, average case age...etc.)	Case
CA0003-Case Inventory REG	This report provides the case inventory information (i.e. case step, case age, hold status, worklist ...etc.)	Case
Active Exception Worklist	This report details the count of action exceptions by type and the worklists they reside upon.	Case

REPORT NAME	Description	Functional Area
Active Suppression	This report shows active suppression in the system, how long they have existed and who they are for.	Case
User Assigned Case	This report details how many cases have been assigned to users, their average open length and how many each user has closed in the past month.	Case
Active work list	This report details all active Processing exceptions type worklist and processing cases by worklist.	Case
Exceptions Inventory	This report allows for insight into the active exceptions using multiple types of parameters.	Case
Worklist Details	This report details document types that have been suspended or have posted exceptions and ties them to their taxpayer and worklist.	Case
CH0001-Batches Extracted For Deposit Detail	This report provides the list of batches that are extracted for deposit by course and/or settlement date.	Channel
CH0010-Deposit Aging report	This report provides the deposits that are taken where the deposit date is the current date or later.	Channel
Deposit Sources by GL Account	This Reports details the deposit by GL and source, by settlement date range.	Channel
Deposit by Settlement Date	This report details a summary view of the deposit by settlement date and source.	Channel
Deposit Detail	This report details the transactions in the deposit by taxpayer and document type.	Channel
STAARS Documents Processed	This report details at a high level how many items are processed for each GL, by source.	Channel
Unprocessed Fairfax records	This is a report of Failed and Unprocessed Fairfax documents and remittances.	Channel
Inbound Documents	This reports details processing statistics of various document types based on time period.	Channel
Items processed by Scanner	This report details items exported by the Fairfax Scanner, using scanner statistics.	Channel
EFT Deposit by Settlement Date	This report details The EFT Deposit by source & GL for a given day.	Channel
Fairfax Loaded to STAARS by Settlement Date	This report details the Data loaded from Fairfax Scanner to STAARS for a given processing day.	Channel
Time from receipt of return to bill		Channel

REPORT NAME	Description	Functional Area
EIC Adjusted	A report of processed returns where the line item for EIC has been changed.	Channel
Manual Deposit Batch Wrapper Report	This report displays document information for a single batch in a manual deposit. The report is wrapped around the documents prior to filing the documents.	Channel
Manual Deposit Check Wrapper Report	This report displays remittance information for each check in a single batch in a manual deposit. The report is wrapped around the checks to be sent to the bank.	Channel
Manual Deposit Batch Summary Report	This report displays summary document and remittance information for all batches within the single manual deposit and is attached to the deposit ticket submitted to the bank.	Channel
Investment & Cash Management	This reports deposit information for all deposits for a deposit date. The report goes with deposit tickets to the bank and is not limited to manual deposits. The report displays deposit information divided by deposit account name, cash receipt number, and displays each remittance type associated with the cash receipt.	Channel
Received Data System Assurance Report	This report displays summary document and remittance information for all batches within the single manual deposit and is attached to the deposit ticket submitted to the bank.	Channel
Channel Interface Error Report	This report will be used to report any errors that occurred during the interface from other processors.	Channel
Post office certified mail listing	This report displays all outbound correspondence that will be sent certified mail. The report meets standards required by the United States Postal Service. This report accompanies certified mail to the mail room and the post office.	Channel
Returned by Post Office Report	This report displays counts by several different categories for mail returned by the Post Office. It has expandable areas to show counts by sender PO Box to assist in determining the correspondence tax area.	Channel

REPORT NAME	Description	Functional Area
Generate Mailings Report; Tire and Battery Return Booklets Mailings Report	This report will display counts of the number of Tire and Battery Return Booklets sent to the vendor for mailing. The report will have expandable area to be utilized for researching details of the account information sent to the vendor.	Channel
Cashiering Total Collections	This report lists all general ledger accounts for a given period of time even if no activity on the general ledger account during that the period. This report is used to balance against to SAM II. The report may be ran for one day, or multiple days. This report contains all voucher types: deposits, transfers, returned checks, bank errors.	Channel
Financial Activity Report by Deposit (CR) Number	This report contains all deposit information. It contains details on each batch within the deposit. The report contains channel deposits, transfers, returned checks, bank errors, error corrections, and suspended documents information.	Channel
Suspended Document and Payment Report	This report gives a list of all documents currently in suspense.	Channel
Historical View of Document Report;	This report shows a complete history of the stages of a document transaction. Some of this information is not available through RPE screens. This report will be used for research purposes.	Channel
Processing Managerial Report	This report contains processing statistics for managerial reporting, with the counts and total amounts of documents processed by source, batch type, document type, and document transaction type.	Channel
Cashiering Management Report;	This report gives management totals and details about cashiering.	Channel
Refunds Process Overpayment Job Outcome	This report summarizes the activity that was output by the Process Overpayment Job. It summarizes the outcome of each refund processed by this job. This report lists the outcomes the refunds that are expected to be issued, errors, suppressed refunds, offsets, and unprocessed records. Detailed refund information is available as a drill down.	Channel
Outbound Correspondence Job Outcome	This report provides details and summary totals of outbound correspondence printed by date range and status	Channel

REPORT NAME	Description	Functional Area
Outbound Correspondence Statistics and Research	This report provides details and summary totals of outbound correspondence by several criteria	Channel
Accounts Receivable by __ as of __	Accounts Receivable by __ as of __	Collection
Levy Proof of Service	A report by revenue officer, showing the Levy Proof of Service notices they generated in a given date range (for notarization and record keeping)	Collection
License Block Kick outs	A list of unmatched license (professional and driver's) failing to match to entities in a License Block Interface Run	Collection
Accounts Receivables Detail	A listing of individual receivables meeting same criteria as the Summary Report	Collection
Collection Program Summary Report	A report to measure the success of difference Collection Programs such as TOPS, License Blocks, and Collection Agencies. Shows summary counts and amounts of bills sent and payments collected	Collection
Offer in Compromise Possible Violation Report	The report contains a list possible violations with the terms of Offer in Compromises. Violations include any new bill staging or billing review case created after the closing of the Offer in compromise case, any bill returned check case, and an entity with multiple offer in compromise cases. This report will only be used during Release 1, the Integrated Revenue System will handle violations after Release 1.	Collection
Settlement/Abatement/Write-off Report	This report shows transactions with a settlement, abatement, or write-off based on report date parameters.	Collection
Delinquent Accounts Summary	This report summarizes by notice stage, the amount of tax, penalty/fee and interest delinquent by journal type	Collection
Delinquent Accounts Collections report	The report contains a summary of all collections on delinquent accounts by journal type, subtype and general ledger account. Summaries are reported based on tax type, billing stage, delinquency type of actual or estimated. A summary for all billing types within tax type and delinquency types will also be reported. Account periods currently under protest will be reported separately.	Collection
EI0002-Accounts Closed Accounts By County And Type	List of closed accounts by Location, license and Account Type	Entity

REPORT NAME	Description	Functional Area
EI0003-Operator Activity Report	Operator Activity Report. Entity and Account Statistics for a date range, Department or users.	Entity
IFTA Account Snapshot	Account Snapshot report shows a summary of the IFTA account	Entity
Account Status Hold	This report details all accounts where the account status is hold	Entity
Taxpayers Under CID	This report details taxpayer under investigation by the Special Investigation Unit	Entity
Monthly Registration Statistics	Registration Statistics for Last Month	Entity
Licenses by Account Type	This report details all licenses by Account type	Entity
Asset values related to liability	This report details the current account balance and the assets associated with those accounts by bond type	Entity
Registration by Type and Source Report	This report produces counts in a variety of ways for entities and accounts by type and registration source.	Entity
Registration Production Report	This reports registration production counts for created and updated entities, created and updated accounts, correspondence, merged accounts, and registration type or subtype cases closed.	Entity
IFTA Annual Report	IFTA Annual Report	IFTA
Monthly IFTA Non-Clearinghouse Transmittal	Transmittal report to non-participating jurisdictions. Shows all IFTA activity for the jurisdiction for the month reported.	IFTA
IFTA Legacy Data Repository and Transmittal Interface QA Report	Shows any IFTA returns posted to STAARS that also has a return posted to the RPC and stored in the Legacy Data Repository where the original return has Do Not Transmit to IFTA Inc = False.	IFTA
Monthly IFTA Decal Attribute - Number Gap/Overlap	Release 1.5 Only – Monthly IFTA Decal Attribute - Number Gap/Overlap report shows data entry errors when adding decal numbers as account attributes. Report becomes obsolete when inventory management is implemented.	IFTA
IFTA Demographic Interface Errors	Shows error records from each run of the IFTA Demographic Interface sent to the IFTA Clearinghouse.	IFTA
IFTA SAFER Interface Errors	Shows error records from each run of the IFTA Safety and Fitness Electronic Records (SAFER) Interface sent to the Volpe Data Center.	IFTA
IFTA Refunds / IFTA Jurisdiction Disbursements		IFTA

REPORT NAME	Description	Functional Area
IFTA: Clearinghouse Decal / IFTA Account Attributes Report (Annual)		IFTA
IFTA Demographic/SAFER Interface Error Report		IFTA
List of Motor Fuel Distributors		IFTA
List of Motor Fuel Exports		IFTA
List of Motor fuel Distributors without active bonds		IFTA
Total Taxable gallons per MFT-1 VS EPR fee paid		IFTA
Total exempt sales to US Gov. and Railroads		IFTA
Total Biodiesel sold per month		IFTA
Excise accounts listing by ID#, Account type, License Number, Full Address, Bond Number and Amount		IFTA
suppression still in place where the issue has been resolved		IFTA
Court Notes; Taxpayer Summary Report	This report contains basic entity, relationships, account, notes, case, and correspondence information for a taxpayer. The report can be used to get a basic picture of the taxpayer, and to take to court for reference, or to do additional research based on report information.	Legal
OP0001-Offlines And Real-time Windows Service Statistics	This report list out the statistics of the nightly cycle offline batch jobs and Real time windows service stats.	Operational
OP0002-Offline Errors	This report displays the errors and exceptions from the nightly cycle processing.	Operational
External Data Received	A daily report of external data received by the tax system and was recorded as transactions within the system	Operational
New Registration of Tire and Battery Account Report	This report will contain information on new Tire and Battery accounts created in the Integrated Revenue System. This will be used to update the legacy MITS system with the Tire and Battery indicator. The report will be used Release 1 only.	Operational

REPORT NAME	Description	Functional Area
Registration Update	This report will contain information about updated registrations in the Integrated Revenue System. The data will be used by the Information Technology Services Division to create a report with the legacy changes for the same date to help insure that both systems are being maintained during Release 1.	Operational
Active Suppression Report	This report shows all active suppression activity	Operational
OC0001-Outbound Correspondence Statistics Sales	OC Statistics i.e. Notice Name, Request DT, Sent Dt, Pages, Count etc.	Outbound Correspondence
OC0002-Batch Log Report	OC Batch Printing log report by printer	Outbound Correspondence
Notice by Request Date	This report details the Notices printer by date range	Outbound Correspondence
Returned Correspondence	Amount of returned correspondence in total and by notice / correspondence type (inbound & outbound)	Outbound Correspondence
Total Letter Counts	Total count of letters sent and closed by each type of letter. Used to review what we are sending letters for additional information on. Helps us understand what T/P are not doing or understanding.	Outbound Correspondence
Annual Complete IFTA Field Audit	Annual Complete IFTA Field Audit - Used by Audit to manage IFTA audits and track towards IFTA audit requirements.	Portfolio Warehouse
Audit Stratification	Audit Stratification report used by Audit to select audit candidates and conform to requirements of the IFTA Articles of Agreement.	Portfolio Warehouse
Motor Fuel Gallons Consumed	This report details the gallons calculated on motor fuel returns for a given time period	Processing
Long Term Retention Documents	This report will list DLNs for processed forms within the defined date range which require long term retention	Processing
Suspended Document Journals	This report details Suspended Documents by Journal GL	Processing
MeF Fraudulent Filing Report	A dataset extracted from the daily MeF filing XML file to be loaded into Access for fraud analysis.	Returns Processing
Worklists Summary Report	This report will provide counts and of cases on each Worklist and summation of key dollar amount fields.	Returns Processing
Tax Processing Statistics Report	This new report can be used to show counts and amounts of processed documents such as Liability Amount	Returns Processing

REPORT NAME	Description	Functional Area
Return Statistics Summary Report	This report will provide counts and key amount totals from returns received in the system in a given date range	Returns Processing
Returns Detail Report	This report will be based on the Returns Summary report, allowing users to view individual record of processed returns that were included in summary numbers.	Returns Processing
RA0004-GI Account Type Report	List of General Ledger Codes Available in systems	Revenue Accounting
RA0005-Chart of Accounts	This is he chart of Accounts configured in the system	Revenue Accounting
Ledger Summary	This deport details the daily, MTD, & YTD totals for Revenue Accounting for a given period	Revenue Accounting
RA Document by Post Date	This report details the Revenue Accounting Documents/Vouchers for a time period	Revenue Accounting
RA Document Lines by Post Date	This report details lines behind the Revenue Accounting Documents/Vouchers for a time period	Revenue Accounting
RA Document	This report is an aggregate report of the RA document voucher details	Revenue Accounting
TA Revenue Posting	This repost details cash postings to TA, including reversals	Revenue Accounting
RA reconciliation issues	This report details the potential RA reconciliation issues from the last evaluation of the system	Revenue Accounting
Refund Processed	This report details the status and details of returns processed in a given time period	Revenue Accounting
Refund Cancellation	This report details refund cancellations during a given time period	Revenue Accounting
TA by RA Reconciliation	This report details the TA money movement for a given time period and ties into the revenue accounting document that was vouchered.	Revenue Accounting
Pending STAARS Reconciliation	This report details any remaining out of balancing deposit scenarios that need to be resolved.	Revenue Accounting
Refund Turn Around Time	This report details how long it took to process refunds from start to finish for a time period	Revenue Accounting
Penalty and Interest	This report details the movement of collection events to and from P&I	Revenue Accounting
Daily Deposit Summary	This report details the Deposit for a given day, by GL and Document Type	Revenue Accounting
Report that excludes items that are not contained in the deposit journal but were put into staars		Revenue Accounting

REPORT NAME	Description	Functional Area
Income Tax Direct Deposit & Check Register	This is a report associated with the refund interface with Treasury and Citizens bank (direct deposits sent to the bank or checks printed and mailed) detailing each transaction	Revenue Accounting
Refund Summary Report	This is a summary report showing counts and amounts of key metrics on refunds requested, approved, rejected or pending	Revenue Accounting
Refund Detail Report	This is a report showing individual refund requests and filterable by each of the metrics in the summary report	Revenue Accounting
Offsets Summary Report	This is a summary reports showing counts and amounts of different offset programs	Revenue Accounting
Offsets Detail Report	This shows individual offsets and if filterable by offset type and date range	Revenue Accounting
Deposits by Accounts and Source	This shows deposits going into General ledger accounts and via the different methods such as Lockbox	Revenue Accounting
Transfer In Report	This is a report of TOPS offsets received from the IRS that have now been reversed.	Revenue Accounting
TOPS Reversal Reports	This is a report of TOPS offsets received from the IRS that have now been reversed.	Revenue Accounting
Tax Credit Summary Reports	This reports shows summary counts and amounts of different credits claimed show requested, accepted figures as well as breaking them out by Tax Rate levels	Revenue Accounting
Refund Exceptions Reports	This report is similar to the existing active worklists reports but specifically lists exceptions relating to pending refunds	Revenue Accounting
Refund Entry and Approval Report	This report is used to enter the approval for issuance of refund checks in SAM II. In addition to information needed for SAM II, refunds denied for under minimum tolerance and refunds used to offset debt in a different period (debt offset) are also reported.	Revenue Accounting
Refund Transfer Record Report	This report shows a summary of refunds being issued. It also reports refunds used to offset debt in a different period (debt offset). It is used by the State Treasurer's Office, Office of Administration, Tax Division, and DOR Mail Services.	Revenue Accounting

REPORT NAME	Description	Functional Area
Refund Balancing and Control Totals Report	This report will show refund totals at designated benchmarks to ensure data passing between programs and going to the State Treasurer's Office is not lost or corrupted.	Revenue Accounting
Bank Error Report	This report shows transaction information on bank errors. It is used to insure all bank errors received are entered into the system.	Revenue Accounting
Refund Process Report	This report will identify daily list of refunds issued, identify refunds with interest, and report refund status by tax type.	Revenue Accounting
Refund Pending Report	This report identifies pending refunds in the system that are in danger of qualifying for refund interest, ordered by date.	Revenue Accounting
Refund Cycle Time Report	This report provides cycle times for refunds with summary information.	Revenue Accounting
Refund Cancelled Report	This report is used for SAMII entries on cancelled refunds (checks and direct deposits). It should be sorted by fiscal year.	Revenue Accounting
Returned Check Process Report	This report shows returned check information based on the date the returned check was processed. If the returned check was entered in error, it will also report the reversal of the returned check.	Revenue Accounting
Returned check Review for Prosecution Report	This report will be used to pull the proper documentation on returned checks that will be forwarded to the prosecutor. The staff member will use this report to assist in working the Review for Prosecution work list.	Revenue Accounting
Gross Revenue Report	This report reflects total new revenue (deposits received and posted), total refunds issued, and net revenue by tax type.	Revenue Accounting
Financial Activity Pivot Table Report	This report contains all deposit information. It contains details on each batch within the deposit. The report contains a basic pivot table and the query of all financial data tied to vouchers other than refund vouchers. It allows for the ability to 'slice/dice' the data in ways needed to research or report for different reasons. This report is tied to the database to retrieve data using the basic query. The customer using this report needs to understand Excel pivot tables.	Revenue Accounting

REPORT NAME	Description	Functional Area
Returned check payment report	This report is used to show payments against a financial transaction group and account period where a bad check was posted prior to the payment.	Revenue Accounting
Annual Accounts Receivable report.	This is an annual report of accounts receivable as of fiscal year end and collections on those receivables for first two months of the new fiscal year. Account periods under protest will not be reported. This report is used to report to Office of Administration.	Revenue Accounting
Split Deposit Report; Internal Bank Account Transfers	This report shows transfers of money between general ledger codes within the Integrated Revenue System where the bank account is not the same. It shows split deposit amounts as a secondary detail area. This report is used to call the bank to transfer monies.	Revenue Accounting
External Bank Account Transfers Report	This reports on money that is transferred out of Revenue Premier to other funds. The systems outside of Revenue Premier are not within the same bank account as Tire and Battery.	Revenue Accounting
Split Deposit account reconciliation	This report shows the detail of payments where ITP and ITP money comes in on the same payment in order to reconcile the deposit	Revenue Accounting
ADP Suspended Records	This report shows suspended records associated with ADP (Audit Case Deposit)	Revenue Accounting
User Security	This report details User Security information	Security
SC0001-Application Audit Log Report FTI	This report provides the user activity of accessing FTI data within the application for any given user or between the date range.	Security
SC0002-Authorization Audit Log Report	This report provides Authorization log for a user or a given data range. Who is authorized to view what information in the application?	Security
SC0003-Invalid Logon Audit Report	This report provides the invalid logins by user or between the date range	Security
SC0004-Security Admin Log Report	Security Administrator report to view which user has what access.	Security
SC0005-SMF Audit Log Report	This report provided the user activity on RPE Admin Tool for any given user or between the date range	Security
SC0006-VIP Security Report	This report provides the user activity of accessing VIP data within the application for any given user or between the date range.	Security

REPORT NAME	Description	Functional Area
SC0007-Audit Hours	This report provides the Audit Hours	Security
Create User Security report	This report shows user security, profile and role information for each user based on the environment	Security
Logging access & Activity Reports	This report gives a list of all actions performed in the Integrated Revenue System. It can be restricted by user and by date range.	Security
Access Rights by User	This report gives a list of Integrated Revenue System users, showing their organization, roles, and tasks.	Security
Access Rights by Operation	This report gives a list of Integrated Revenue System operations showing all related tasks and roles.	Security
Search Notes Report	This report will allow the customer to search global notes and case notes. This report will be used for research.	System Admin
General Ledger	This report details the General Ledger details for a given period of time	Tax Accounting
Identify Out of Balance Conditions		Tax Accounting
Tax Revenue Estimating Report		Tax Accounting
Accrued Receivables	This report details accrued receivables for a given period, as well as all outstanding receivables	Tax Accounting
Alcohol Beverage Report		Tax Accounting
Real Estate Conveyance Postings		Tax Accounting
Account Detail by Period Report		Tax Accounting
Simulcast Report		Tax Accounting
TA0001-Transaction Activity By User Within Section Withholding	Transaction activity by User, department and organizational unit/sections.	Tax Accounting
TA0003-Bad Check Report	List of Bad Check Report	Tax Accounting
Aging Projection Report	This report displays current and next aging steps for bill staging cases for the requested time frame. Tax management uses the report to monitor forecasted number of notices and amounts that will be sent to taxpayers for collection.	Tax Accounting
Refund Replacement Check Report	This report shows refund checks that were issued as a replacement. The State Treasurer's Office uses this report to reconcile to the DOR Check Issuance file.	Tax Accounting
Refund Case Attribute Report	This report provides information on refund cases. It provides statistics on refund application reasons, court case issues, refund appeals and other information stored in the refund application case.	Tax Accounting

REPORT NAME	Description	Functional Area
Debt Offset Report	This report will list offsets performed by the Process Overpayments program each day. This will only include internal offsets for Release 1.	Tax Accounting
Internal Transfers within Bank Account	This report shows transfers of money between general ledger codes within the Integrated Revenue System where the bank account does not change.	Tax Accounting
External Transfers within Bank Account Report	This reports on money that is transferred out of Revenue Premier to other funds. The systems outside of Revenue Premier are within the same bank account as Tire and Battery.	Tax Accounting
Document or Payment Posted with Errors Report	This report gives a list of all documents currently posted with errors and each of the error messages.	Tax Accounting
Failed TP Document	This report details documents that were deposited, but failed to suspend or post to a taxpayer's account period correctly	Tax Processing
Fairfax Check Information by DIN	This report details the Remittance Check Information that comes into the System from Fairfax	Tax Processing
Error Code Statistics	This report details exceptions created for a given time period and how many of them have been resolved.	Tax Processing
Tax Processing Statistics	This report details aggregate statistics on the lifecycle of returns, from processing through suspense and into the taxpayers account period	Tax Processing
Pending Bills	This dashboard displays information about the type of account that have pending bills	Tax Processing
Dashboard	This dashboard displays a snapshot of the processing items in the system	Tax Processing
Suspended Payments Aging	This report details aging statistics for payments suspended	Tax Processing
External Transfer Details	This report details external transfers from the system for a given date range	Tax Processing
Extension Requests by Date	This report details the extension requests processed for a given date range and the status of each.	Tax Processing
Rate of Suspended Returns	How many Returns hit each exception code – are there systematic user/system/user errors	Tax Processing
Accounts Receivables Summary	This report will provide counts and key amount totals and of receivables in the system filterable by account type and date range. Filterable by collectible vs non collectible	Tax Processing/Collection

REPORT NAME	Description	Functional Area
List of Active Cig Bonds with effective dates		Tobacco
List of Cig Vending machine locations		Tobacco
Total Cig Stamp discounts per month		Tobacco
Total cigars sold at 80% rate and .50 rate		Tobacco
Total $ collected for OTP, Cigars, and snuff, broken down		Tobacco
Returns to work		Tobacco
Work List Aging	This report gives an overall view of volume of items currently on work lists. It displays work lists and number of cases on work list by case status, category, and work list. This will allow Tax management to monitor work items that need additional attention. The oldest case creation date will be displayed for each status, category, and work list. One case ID and a count of cases for the oldest case creation date will also be displayed.	Workflow

EXHIBIT 2

SCHEDULE OF COMPENSATION

Exhibit 2 – Schedule of Compensation

Cook County Department of Revenue

ITPS Project

DELIVERABLE PAYMENT SCHEDULE

In accordance with the PSA and Exhibit 1 (SOW), the following table summarizes the ITPS Project Payment Deliverables with approximate month of invoice.

#	Deliverable	Release	Proposed Invoice Amount	Approximate Month of Invoice
1	Project Management Plan	Initiation (Startup)	$332,500	2
2	Technical Architecture Configuration	Initiation (Startup)	$332,500	2
3	System Requirements Confirmation	Initiation (Startup)	$380,000	2
4	Data Conversion Plan/Design	Release 1	$332,500	8
5	Configuration Specifications & Design Specifications	Release 1	$712,500	8
6	Start System Test	Release 1	$475,000	9
7	Start Model Office Test	Release 1	$475,000	12
8	Train-The-Trainer Complete	Release 1	$427,500	15
9	System Deployment	Release 1	$237,500	15
10	Software	Billed as Purchased	$2,309,393	4
11	Hardware	Billed as Purchased	$2,000	4
12	Maintenance	Billed as Purchased	$772,103	4
13	***Release 1 Holdback ½ due at Phase 1 Implementation***		$97,500	
	Release 1 Total		$6,983,492	
14	Data Conversion Plan/Design	Release 2	$332,500	23
15	Configuration Specifications & Design Specifications	Release 2	$807,500	23
16	Start System Test	Release 2	$475,000	24
17	Start Model Office Test	Release 2	$475,000	27
18	Train-The-Trainer Complete	Release 2	$237,500	30

#	Deliverable	Release	Proposed Invoice Amount	Proposed Invoice Month
19	System Deployment	Release 2	$237,500	30
20	***Phase 2 Holdback***		$135,000	
28	***Remainder of Phase 1 Holdback***		$97,500	
	Release 2 Subtotal		$2,700,000	
	TOTAL 3 YEAR PROJECT COSTS		**$9,683,492**	
29	Annual Software Maintenance – Year 4, not to exceed*.		$637,809	
30	Annual Software Maintenance – Year 5, not to exceed*		$650,645	
	TOTAL 5 YEAR PROJECT COSTS		**$10,971,946**	

Optional Software Maintenance, Years 6-10

#	Description	Release	Invoice Amount	Proposed Invoice Month
1	Annual Software Maintenance – Year 6, not to exceed*	N/A	$663,741	N/A
2	Annual Software Maintenance – Year 7, not to exceed*	N/A	$677,101	N/A
3	Annual Software Maintenance – Year 8, not to exceed*	N/A	$690,731	N/A
4	Annual Software Maintenance – Year 9, not to exceed*	N/A	$704,636	N/A
5	Annual Software Maintenance – Year 10, not to exceed*	N/A	$718,821	N/A

* Note: Software Maintenance to be billed biannually, in advance.

RATE CARD FOR CHANGE ORDERS

The following rate table is to be used for any change orders during the course of the contract.

TITLE/POSITION	EXPERIENCE LEVEL	2015 HOURLY RATE ONSITE*	2015 HOURLY RATE w/TRAVEL*
Director/Executive	Over 15 years of tax revenue related experience or similar levels of experience based on the specific job assignment	$325	$355
Senior Manager	9 to 15 years of tax revenue related experience or similar levels of experience based on the specific job assignment	$225	$255
Experienced Manager	7 to 9 years of tax revenue related experience or similar levels of experience based on the specific job assignment	$195	$225
Manager	5 to 7 years of tax revenue related experience or similar levels of experience based on the specific job assignment	$165	$195
Senior Consultant	3 to 5 years of tax revenue related experience or similar levels of experience based on the specific job assignment	$135	$165
Consultant	Up to 3 years of tax revenue related experience or similar levels of experience based on the specific job assignment	$95	$125

*Annual increases to hourly rates shall not exceed 5% per year.

COST WORKSHEETS

Updated cost worksheets for the project are included below to serve as reference for individual hardware and software components.

Company Name REVENUE SOLUTIONS INC.

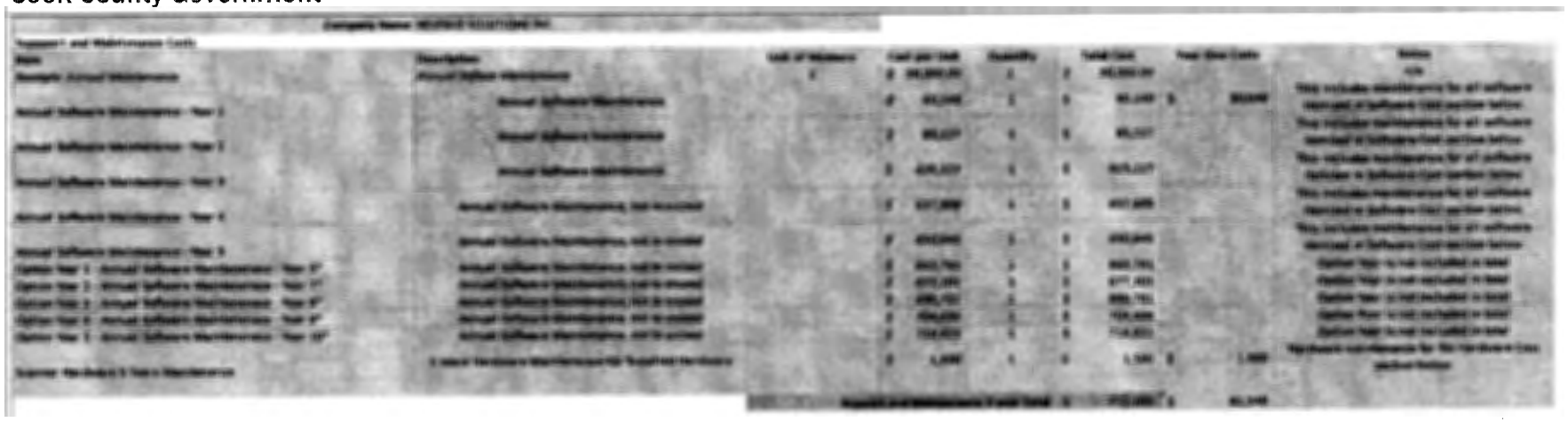
ID	Phased Costs	Manually enter the expected cost associated with Phase 1, 2 or other	Year One Totals
1.001	Project Cost - Phase One	$ 6,983,492	
1.002	Project Cost - Phase Two	$ 2,700,000	
1.003	Project Cost - Maintenance Years 4 and 5	$ 1,288,454	
1.004	*Total Project Cost	$ 10,971,946	n/a

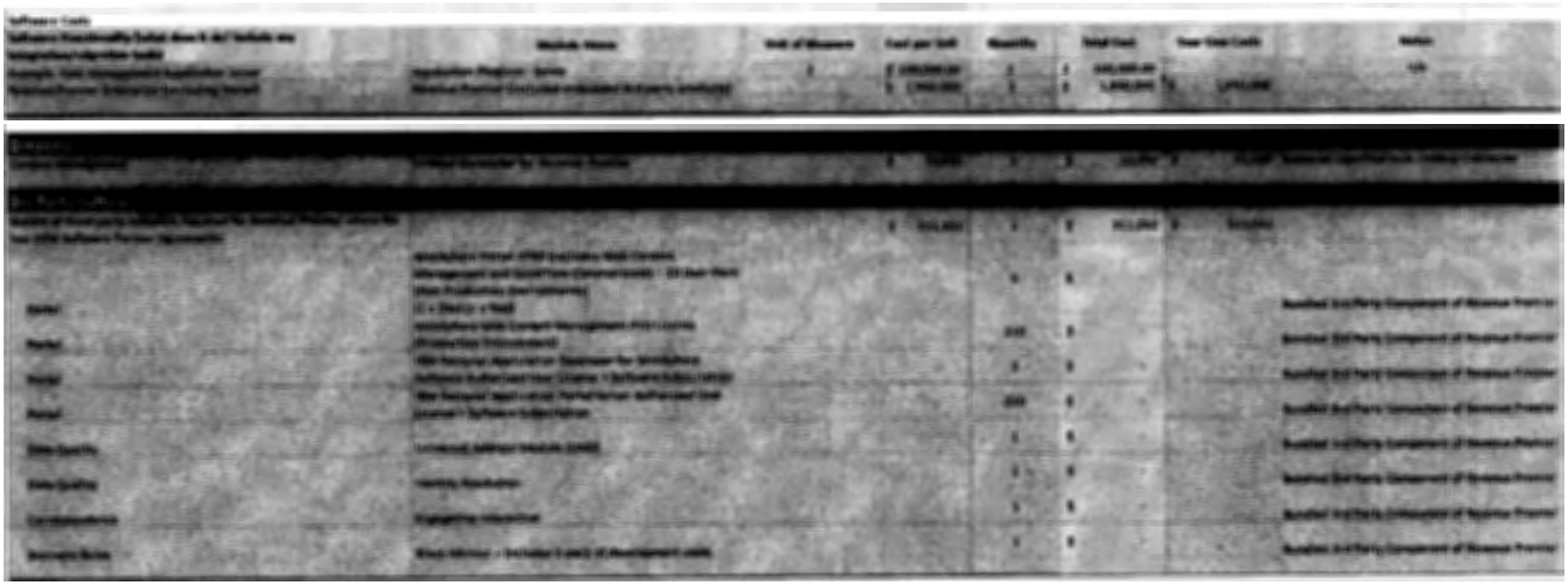
1.003	HW and SW Project Cost - Total	$	4,371,950	$	2,372,942
1.004	Professional Services Cost - Total	$	6,599,996	$	2,037,138
1.005	***Total Project Cost**	$	10,971,946	$	4,410,080

Cook County makes no guarantee that the services or products identified in this RFP will be required.
Proposers must return this pricing proposal in excel format.

*If these cells are not identical, there may me an issue with your calculations. Please validate your totals and communicate any potential errors to the Procurement Office.

Cook County Government





Cook County Government

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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Cook County Government

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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

See next page for pricing comments

1. The proposed solution has been licensed and sized to the scope and requirements requested in the RFP. The proposed solution does provide a foundation to add additional DOR-administered tax types and, if desired, RSI welcomes the opportunity to discuss future options such as expanding the solution to include such additional tax types and processing capabilities.
2. DOR will provide on-site office accommodations for the on-site RSI Team members (TBD) including:
•Work space (e.g., cubicles is offered to accommodate each resource. Each work space should have a desk, phone, chair and office supplies.
•A PC workstation with a recommended configuration for each RSI Team member, including monitor, keyboard, mouse, network connection, power, MS Office and Windows operating system.
•Access to meeting rooms with white boards, tables and chairs.
•Access to photocopiers, fax machines and paper.
•Access to at least one projector for meetings and product demonstrations/reviews.
•Access to Laser jet printers and paper. At least one printer should be a color Laserjet.
•LAN access and support to the environments.
•24x7 pagers to the workgroup for RSI personnel.
•Administrative access, including remote access, to the environments for select members of the RSI Technical Team.
3. Sections more are inclusive of all personnel-related expenses, including travel-related expenses. For travel-related expenses, it is anticipated that some work will be performed offsite, therefore DOR will provide remote access as required.
4. Both parties will discuss and mutually agree on a payment schedule during contract negotiations. In general it is anticipated that COTS licenses and hardware will be invoiced at time of installation, implementation services per the deliverable schedule, and annual maintenance will be invoiced at the beginning of each maintenance year, per the proposed project schedule and contract terms.
5. DOR, and other agencies (such as a data center), as required, will provide resources in a timely manner per defined and agreed to project team structure, schedule and level of effort. This is required for RSI to meet its commitment to time of work, schedule and cost.
6. DOR will provide adequate staff and developers for required legacy systems/DBs to implement necessary interfaces and conversion. For interfaces, DOR will be responsible for development/testing of the DOR side of the interface based on mutually agreed upon interface layouts, and included DOR/consulting any 3rd party services to make modifications as required of the interfaces. For conversion, DOR will be responsible for data extracts as well as any data purification that RSI can't reasonable automate in their data load processes.
7. DOR will allow and provide to the RSI Design and Development Teams remote access (e.g., VPN) to all required non-production environments during configuration, development and testing. Additionally, DOR will allow and provide to the RSI Technical and Production Support Team remote access to all required production environments.
8. The DOR data center or other provided facility will provide sufficient floor space, power and HVAC to accommodate the new solution. Additionally, DOR is responsible for physical security of the new solution and will provide and be responsible for the new cell, including the connection to any required offsite and appropriate bandwidth to meet performance expectations.
9. DOR can and will issue encryption SSL certificates for the project.
10. RSI's proposed cost does not include DOR staff or operational costs (e.g., postage and paper for notices, computer standbying charges, etc.). The pricing impact for these assumptions that DOR can't provide will be assessed for those assumptions when known.
11. RSI will work with the DOR to develop the templates and look and feel of the web pages for the Taxpayer Portal. DOR is responsible for using the WebSphere tools to author and publish content. Content is a web page that is narrative and informational in nature and does not require iteration the Backend Revenue Premier database.
12. The license price for software is based on perpetual, one-time fees with annual maintenance and support. Subscription-based license fees may be available for some or all of the products, and RSI can provide optional pricing upon request.
13. 5-1-15: It is assumed that County will acquire and install On-Base software separately. RSI is licensing a separate software connector from Revenue Premier to OnBase.
14. 5-1-15: Server Hardware to be purchased and installed by County.

Cook County Government

	Deliverable	Insert RFP Project Sections	Phase (1, 2 or other)	Cost Per Deliverable	Cost for Phase
					Cost for Phase (Invoice)
[illegible]	Project Management Plan	Initiation (Startup)	1	$ [illegible]	$ [illegible]
[illegible]	Technical Architecture Configuration	Initiation (Startup)	1	$ [illegible]	$ [illegible]
[illegible]	System Requirements Confirmation	Initiation (Startup)	1	$ [illegible]	$ [illegible]
[illegible]	Data Conversion Plan/Design	Release 1	1	$ [illegible]	$ [illegible]
[illegible]	Configuration Specifications & Design Specifications	Release 1	1	$ [illegible]	$ [illegible]
[illegible]	Start System Test	Release 1	1	$ [illegible]	$ [illegible]
[illegible]	Start Model Office Test	Release 1	1	$ [illegible]	$ [illegible]
[illegible]	Training Complete	Release 1	1	$ [illegible]	$ [illegible]
[illegible]	System Deployment	Release 1	1	$ [illegible]	$ [illegible]
[illegible]	Software, Hardware and Maintenance (through year 3)	(Must be Purchased)	1	$ [illegible]	$ [illegible]
[illegible]					
[illegible]	Phase 1 Holdback - Held due in Phase 1 Implementation				$ [illegible]
[illegible]					
[illegible]					$ [illegible]
					Cost for Phase (Invoice)
[illegible]	Data Conversion Plan/Design	Release 2	2	$ [illegible]	$ [illegible]
[illegible]	Configuration Specifications & Design Specifications	Release 2	2	$ [illegible]	$ [illegible]
[illegible]	Start System Test	Release 2	2	$ [illegible]	$ [illegible]
[illegible]	Start Model Office Test	Release 2	2	$ [illegible]	$ [illegible]
[illegible]	Training Complete	Release 2	2	$ [illegible]	$ [illegible]
[illegible]	System Deployment	Release 2	2	$ [illegible]	$ [illegible]
[illegible]					
[illegible]	Phase 2 Holdback				$ [illegible]
[illegible]	Remainder of Phase 1 Holdback				$ [illegible]
[illegible]					
[illegible]					$ [illegible]
					Cost for Other Phases
[illegible]	Annual Software Maintenance - Year 4, not to exceed		other	$ [illegible]	$ [illegible]
[illegible]	Annual Software Maintenance - Year 5, not to exceed		other	$ [illegible]	$ [illegible]
					$ [illegible]
					Year One Costs
					$ [illegible]
[illegible]			Total Project Cost	$ [illegible]	

EXHIBIT 3

CONSULTANT SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

Exhibit 3
Consultant Software License and Maintenance Agreement

REVENUE PREMIER® LICENSE AGREEMENT

1. Definitions

a. *Licensed Software*. The term "Licensed Software" means Licensor's proprietary Revenue Premier computer software program in object code form and as more fully described in Exhibit A hereto.

b. *Licensee.* The term "Licensee" and "County" as used herein means Cook County, Illinois.

c. *Licensor.* The terms "Licensor" and "Contractor" as used herein means Revenue Solutions, Inc., a Massachusetts corporation.

d. *Authorized User(s)*. The term "Authorized User(s)" means those of Licensee's employees who are authorized by the terms of this License to use the Licensed Software.

e. *Embedded Third Party Software*. The term "Embedded Third Party Software" means software included as part of the Licensed Software that was developed by third parties other than Licensor.

f. *Integrated Third Party Software*. The term "Integrated Third Party Software" means software optionally included as part of the Licensed Software that was developed by third parties other than Licensor.

g. *Environment*. The term "Environment" means all infrastructure items, including network, load balancers and multiple, interactive user computers/workstations connected to a single installed Licensed Software application environment on one or more web, application, batch, database or other server(s), owned, leased, or operated by Licensee.

h. *Key Person*. The term "Key Person" means a person affiliated with Licensee, designated by Licensee in Section 4 of this Agreement, and authorized by Licensee (i) to receive, retain custody of, and to make one backup copy of the Licensed Software and updates of the Licensed Software; (ii) to coordinate and arrange for the provision of any technical support from Licensor needed in connection with the use of the Licensed Software; and (iii) to receive notice from Licensor concerning bulletins, updates, and supplements to the Licensed Software.

2. Licenses

(a) Upon and subject to the terms hereof, Contractor grants the County a perpetual, irrevocable, nonexclusive, worldwide, and royalty-free license to use the Licensed Software and Contractor's user guides, subject to the following limitations:

(i) County may make copies of the Licensed Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only.

(ii) County may disclose, provide or otherwise make available the licensed software to the County's employees, agents, contractors, as necessary, Contractor's employees, and any third-party service provider of the County's choosing for the sole purposes of backup, operations continuity, and/or disaster recovery, without prior written consent of the Contractor.

(a) Should the County need to disclose, provide or otherwise make available the licensed software to any third party, the County agrees to require any such third party to comply with the Confidentiality provisions of section 7 herein.

(iii) County may require Contractor to modify certain aspects of the Licensed Software and documentation as may be needed by the County, under commercially reasonable terms, for the purposes provided herein.

(iv) County may transfer the Contractor's Software to a replacement hardware system, provided that the County gives Contractor advance written notice of any such transfer and pays Contractor for any required or requested technical assistance associated with such transfer.

(v) County may use and copy the User Guides for internal, non-commercial reference purposes only.

(vi) Except as provided herein, County may not:

(a) Sell, assign, lease, license, or in any manner encumber, pledge, convey or transfer the licensed software or any interest therein to a third party;

(b) Reverse engineer, decompile, or disassemble the Licensed Software;

(c) Rent, lease, lend, or provide commercial hosting services with the Licensed Software; or

(d) Reproduce, distribute, publish or otherwise disclose the Licensed Software or User Guides to a third party.

(vii) The license terms in this Agreement apply to updates and enhancements Contractor may provide to the County or make available to the County through the Maintenance and Support Agreement.

(b) The County grants Contractor permission to use and modify the County's existing software and documentation as necessary for the Contractor to perform the requirements of this project and for no other purpose, provided that any software and documentation provided to Contractor or its agents, employees or subcontractors by the County must be treated by them as Confidential Information.

(c) *Production License*. In accordance with the terms of this Agreement, Licensor grants to Licensee, and Licensee accepts from Licensor, a perpetual, nonexclusive, nonsublicenseable, and nontransferable license to: (i) load and run one copy of the Licensed Software listed in Attachments A and C in machine readable form on one or more servers (as specified on Attachment A) attached to the Environment for use only by Authorized Users; and (ii) permit no more than the number of Authorized Users specified in Attachment C to use and access the Licensed Software listed in Attachment A and C, subject to the terms and conditions of this Agreement. The production license granted herein does not extend the use of the Licensed Software in non-production environments for uses such as development, testing or training.

(d) *Non-Production Licenses.* Licensor has offered Licensee additional licensed use rights for the Licensed Software as set forth on Attachment C hereto. For each additional use set forth below, Licensor hereby grants Licensee additional license rights (as may be applicable) to:

(i) Development Use: load and run one copy of the Licensed Software on an additional environment to be used for development purposes only;

(ii) Training Use: load and run one copy of the Licensed Software on an additional environment to be used for training purposes only;

(iii) Testing/Staging Use: load and run one copy of the Licensed Software on an additional environment to be used for testing purposes only; and,

(iv) Disaster Recovery Use: load and have on standby one copy of the Licensed Software on an additional environment to be used for purposes of recovery from system outages on the production environment.

3. Ownership of Licensed Software

Licensor warrants and represents that, except for the Embedded Third Party Software and Integrated Third Party Software, it is the sole owner and copyright holder of the Licensed Software. Licensor warrants and represents that it has the right and authority to grant the rights and licenses to the Licensed Software as set forth herein.

4. Installation, Maintenance and Technical Support

Licensee will install the Licensed Software on the Environment. Technical support for and maintenance of the Licensed Software and updates to the Licensed Software are subject to the terms and conditions of the Licensed Software Maintenance and Support Agreement, a copy of which is attached to the Software License Agreement as Attachment B. All requests for technical support must be made by approved Cook County personnel. Licensee agrees to notify Licensor of the identity and contact information of approved Cook County personnel. Licensee agrees to notify Licensor upon a

change in the identity approved Cook County personnel.

5. User Manuals and Documentation

a. *Access to Manuals*. Licensor acknowledges that the user manual is an integral part of the software that makes up the Licensed Software and is necessary for the proper use and application of the Licensed Software and updates to the Licensed Software. Licensor agrees to provide current user manuals and documentation with the Licensed Software for use by Authorized Users at computers/workstations at which the Licensed Software can be accessed on the Environment. User manuals and documentation will be provided either by electronic transmission or on a machine readable medium.

6. Title to and Rights in Licensed Software

a. *Proprietary Rights*. The Licensed Software and updates of the Licensed Software are proprietary in part to Licensor and in part to the owners of the Embedded Third Party Software and Integrated Third Party Software, and title to the Licensed Software, and updates thereto, is and shall remain with them. All applicable common law and statutory rights in and to the Licensed Software and updates of the Licensed Software, including, but not limited to, rights in confidential and trade secret material, source code, object code, trademarks, service marks, patents, and copyrights, shall be and will remain the property of Licensor or the owners of the Embedded Third Party Software or Integrated Third Party Software. Licensee shall have no right, title, or interest in such proprietary rights.

b. *Restrictions*. Licensee, and any person acting on Licensee's behalf, (i) are prohibited from disclosing to or allowing access to, the database design incorporated in the Licensed Software, by third parties; and (ii) shall advise all Authorized Users of all prohibitions and restrictions set forth in this Agreement. However, anything to the contrary herein notwithstanding, Licensee shall be permitted, at its expense, to add additional rules to the Licensed Software. Licensee may not permit outside contractors or agents to use or access the Licensed Software without Licensor's prior written authorization.

Use of or access to the Licensed Software is limited to Licensee for Licensee's own internal purposes. Without limiting the generality of the foregoing, Licensee shall not: (i) use, access or grant access to the Licensed Software on behalf of third parties, including without limitation any other governmental agency, department or political subdivision; or (ii) use, access or grant access to the Embedded Third Party Software or Integrated Third Party Software for any purpose other than use of the Licensed Software.

c. *Archival Copy*. The Key Person may make one (1) archival copy of the Licensed Software solely for use as a backup on the Environment for which the Licensed Software is licensed.

7. Confidentiality

Licensor represents and Licensee hereby acknowledges that the object code constituting the Licensed Software and updates of the Licensed Software which is embodied on storage media constitute confidential and trade secret material (collectively hereinafter "Confidential Information") which is not readily susceptible to reverse compilation or reverse assembly. Licensee and the Key Person shall not attempt to decompile or disassemble the object code of the Licensed Software or updates thereof.

Licensee further agrees that it will use its best efforts to prevent decompilation and disassembly of the object code of the Licensed Software and updates thereof by any person or entity by securing and protecting each copy of the Licensed Software or update in a manner consistent with the maintenance of Licensee's rights and by taking appropriate action by instruction or agreement. The user manual, documentation, and all updates thereto shall also constitute Confidential Information. Licensee shall not permit third parties to access Confidential Information, except where required by applicable law, after notice to Licensor.

8. Limited Warranty and Disclaimer of Liability

Licensor warrants to Licensee that for a period of one (1) year immediately following Licensee's final acceptance of Licensor's software for Release 1 and three (3) consecutive months immediately following Licensee's final acceptance of Licensor's software for Release 2, when used with a recommended hardware configuration, the Licensed Software will perform substantially in accordance with the specifications and documentation supplied with the Licensed Software.

9. Relationship of the Parties

For purposes of this Agreement, Licensee is not an agent of Licensor, and Licensee has no express or implied authority to act on behalf of or make any representations whatsoever on behalf of Licensor. Licensor has no right to control any activities of Licensee outside the terms of this Agreement.

10. Delivery

Upon execution of the PSA and receipt of the License Fee set forth therein, Licensor shall deliver to Licensee's Key Person one copy of the Licensed Software and the current user manual and documentation, by electronic transmission on a machine readable medium of Licensor's choosing.

11. License Fee and Payment

Upon execution of the PSA, Licensee shall pay to Licensor a License Fee calculated in accordance with the Fee Schedule set forth in Attachment C thereto.

12. Supplements

From time to time, Licensor may make available computer programs, new modules and customizations which are compatible with the Licensed Software and which supplement the Licensed Software ("Supplements"). Supplements (new modules or products supporting functionality outside of licensed software and scope of statement of work) ARE NOT LICENSED UNDER THE TERMS OF THIS AGREEMENT.

13. General

a. *Severability*. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

b. *Assignment*. Licensee may not assign or sublicense, without the prior written consent of Licensor, its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part.

c. *Waiver*. The waiver or failure of Licensor to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

d. *Headings*. The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

e. *Survival*. Sections 6, 7, 8, and 13 shall survive the expiration or any termination of this Agreement.

ATTACHMENT **A to EXHIBIT 3**

LICENSED SOFTWARE

Revenue Premier Specifications

Revenue Premier Enterprise. Includes all modules of the Revenue Premier product platform in a fully integrated suite.

Revenue Premier Integrated Tax Processor. Includes software for Channel Management, Entity Identification, Return/Payment Processing, Taxpayer Accounting and Revenue Accounting. The Taxpayer Portal is an optionally licensed component of the Integrated Tax Processor module. Includes the Revenue Premier Shared Services.

Revenue Premier Collections Manager. Includes software for Collections Case Management, Enforced Collections and Risk Scoring. Includes the Revenue Premier Shared Services.

Revenue Premier Portfolio Warehouse. Includes software for Data Transformation, Portfolio Management and Lead Selection/Scoring. Includes the Revenue Premier Shared Services.

Revenue Premier Audit Manager. Includes software for Audit Case Management, Workpapers Toolkit and Statistical Sampler. The Workpapers Toolkit and Statistical Sampler are optionally licensed components of the Audit Manager module. Includes the Revenue Premier Shared Services.

Revenue Premier Shared Services. Includes software for a set of shared services which provide flexibility for reusing services, integrating other products and supporting technical infrastructure options. The shared services include:

- Decision Analytics/Business Intelligence Framework - Includes software to support a framework of rule-based risk analysis and scoring for tax discovery, audit and collection case lead selection.
- Case Management/Workflow - Includes software for case management/workflow support of selected leads, including case creation, assignment, workflow, closure, and history.
- Correspondence Management – Includes software to support the definition, generation, distribution (e.g., printing), and history of notices and correspondence.
- System Administration and Configuration - Includes software to perform administrative functions on the Revenue Premier system. Administrative functions include configuration of codes tables, parameters, users, security settings, and business rules used by the online and office processes.

Also includes the following third-party software components:

- Pitney Bowes Business Insight, Universal Addressing Module (UAM)
- Pitney Bowes Business Insight, EngageOne Interactive
- Informatica, Identity Resolution
- Fair Isaac, Blaze Advisor with 3 Pack of Development Seats and End User Deployment License
- IBM WebSphere Portal Server (For the Taxpayer Portal); Production and Non-Production (licensed by cores)
- IBM Websphere Portal Express (For the Taxpayer Portal); 20 user license

- IBM Web Content Manager (For the Taxpayer Portal); Production and Non-Production (licensed by cores)
- IBM Rational Application Developer for WebSphere – 2 seats (For the Taxpayer Portal - Licensed by seats per year)

PERMITTED SERVERS

In the event that the Environment operates as a distributed network system, and comprises multiple servers, Licensee may load and run modules contained in a single copy of the Licensed Software on one or more web, application, batch, database or other server(s) operating as part of the Environment.

ATTACHMENT B TO EXHIBIT 2

LICENSED SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

1. Definitions

i. "Defect" – an error or flaw in the Licensed Software that causes it to operate in a manner inconsistent with its specifications and documentation.

ii. "Enhancement" – an enhancement adds functionality to the Licensed Software.

2. Scope of Attachment

During the term of the PSA, including any extensions and renewal periods, Licensor agrees to provide Licensee standard maintenance and support services, as set forth in Section 3, for the Licensed Software. All terms used herein shall have the meaning set forth in the Contract.

3. Term

This Addendum shall take effect upon the Effective Date of the Contract and shall remain in effect for the duration of the Contract, including any extensions or renewal periods.

4. Standard Maintenance Services

a. *Scope of Services*. During the term of this Addendum, Licensor will provide Licensee the following Standard Maintenance Services for the Licensed Software:

i. Corrections of substantial defects in the Licensed Software so that the Licensed Software will operate as described in the user manuals provided to Licensee with the Licensed Software.

ii. Periodic updates and enhancements of the Licensed Software that may incorporate (A) Enhancements, and (B) corrections of Defects.

iii. Periodic updates to the product documentation.

iv. Live toll free telephone support (available at 888-826-1324) between the hours of 7:00 a.m. and 5:00 p.m., Central Standard Time, Monday through Friday, excluding federal holidays, and e-mail support (available at RPSupport@RevenuePremier.com) to assist Licensee in using the Licensed Software.

v. Phone and email support requests may be submitted at any time, and will be processed by Licensor during the stated hours noted above. If submitted during the stated hours, acknowledgment of support requests will occur within one hour of submission. If submitted outside of the stated hours, acknowledgment of support requests will occur by 8:00 a.m. Central Standard Time, the next business day. Acknowledgment of support requests involves either a phone or email response to the requestor by the Licensor.

vi. In consultation with the Licensee, Licensor will assign a priority to new issues according to the definitions found in Section 4.1.10 of the Statement of Work.

b. *Services Not Included*. Standard Maintenance Services covered by this Addendum do not include:

i. Components that are not covered by Licensee's License agreement or that are offered, at Licensor's sole discretion, to Licensee upon payment of an additional license fee.

ii. Custom programming services not covered by the Contract.

iii. Hardware and related supplies.

iv. Support for customer specific modifications, compliance programs, business rules or extensions.

v. Release upgrades implementation services where step by step procedures are provided.

5. Supplements

From time to time, Licensor at its sole discretion may make available to Licensee Supplements (new modules or products supporting functionality outside of licensed software and scope of statement of work) to the Licensed Software that Licensee may license from Licensor upon payment of the license fee established by Licensor.

6. Maintenance Fee

The maintenance fees during the Initial Term are as set forth on Schedule 1 to Exhibit B to the Revenue Premier License Agreement. For each successive Term, the maintenance fees shall be eighteen percent (18) of the then current list price calculated for each component, quantity thereof, and licensed use of the Licensed Software. Licensor shall provide Licensee notice of any increases in the maintenance fees at least ninety (90) days prior to the start of each successive Term. All maintenance fees shall be due and payable in full as set forth in Article 5 of the Professional Services Agreement. Licensor shall provide Licensee with a 2% cap on annual maintenance increases for each successive Term that maintenance is kept in force.

7. Obligations of Licensee

a. *Licensee Contact*. Licensee shall notify Licensor of Licensee's designated Key Person. Licensee's communications with Licensor will be through the Key Person.

b. *Installation*. Licensee agrees to install all corrections of substantial defects, minor bug fixes and updates, including any enhancements, for the Licensed Software in accordance with the instructions and in order of receipt from Licensor. Licensee understands and acknowledges that Licensor is not obligated to provide maintenance or support for the Licensed Software if Licensee is operating a version of the Licensed Software that is not updated to within two releases of the most currently available release of the Licensed Software.

c. *Facility and Personnel Access*. Licensee agrees to grant Licensor access to Licensee's facilities and personnel concerned with the operation of the Licensed Software to enable Licensor to provide services, provided such personnel complies with security and confidentiality requirements.

d. *Error Documentation*. Upon detection of any error in the Licensed Software, Licensee, as requested by Licensor, agrees to provide Licensor a listing of output and any other data, including databases and backup systems, that Licensor reasonably may request in order to reproduce operating conditions similar to those present when the error occurred.

ATTACHMENT C Exhibit 3
MAINTENANCE FEE SCHEDULE

1. PRODUCTION COPY

Components	Quantity	Unit Price	Extended Price
Revenue Premier Enterprise	1	See License & Maintenance Fee Schedule*	See License & Maintenance Fee Schedule
Revenue Premier Integrated Tax Processor	Included with Revenue Premier Enterprise	$_____	$_____
Revenue Premier Integrated Tax Processor-Taxpayer Portal (Optional)	1	See License & Maintenance Fee Schedule	See License & Maintenance Fee Schedule
Revenue Premier Collections Manager	Included with Revenue Premier Enterprise	$_____	$_____
Revenue Premier Portfolio Warehouse	Included with Revenue Premier Enterprise	$_____	$_____
Revenue Premier Audit Manager	Included with Revenue Premier Enterprise	$_____	$_____
Revenue Premier Audit Manager - Workpapers Toolkit	Included with Revenue Premier Enterprise	$_____	$_____
Revenue Premier Audit Manager - Statistical Sampler (Optional)	Included with Revenue Premier Enterprise	$_____	$_____
		Total:	**$_____**

2. NON-PRODUCTION COPIES

Components	Quantity	Unit Price	Extended Price
Revenue Premier Enterprise	4	See License & Maintenance Fee Schedule	See License & Maintenance Fee Schedule
Revenue Premier Integrated Tax Processor	Included with Revenue Premier	$_____	$_____

	Enterprise		
Revenue Premier Integrated Tax Processor Taxpayer Portal (Optional)	4	See License & Maintenance Fee Schedule	See License & Maintenance Fee Schedule
Revenue Premier Collections Manager	Included with Revenue Premier Enterprise	$_____	$_____
Revenue Premier Portfolio Warehouse	Included with Revenue Premier Enterprise	$_____	$_____
Revenue Premier Audit Manager	Included with Revenue Premier Enterprise	$_____	$_____
Revenue Premier Audit Manager - Workpapers Toolkit	Included with Revenue Premier Enterprise	See License & Maintenance Fee Schedule	See License & Maintenance Fee Schedule
Revenue Premier Audit Manager - Statistical Sampler	Included with Revenue Premier Enterprise	$_____	$_____
		Total:	**See License & Maintenance Fee Schedule**

* The license and Maintenance Fee Schedule is contained in Exhibit 2, Schedule of Compensation

ATTACHMENT D TO EXHIBIT 3
LICENSE FEE SCHEDULE

1. PRODUCTION COPY

Components	Quantity	Unit Price	Extended Price
Revenue Premier Enterprise	1	See License & Maintenance Fee Schedule	See License & Maintenance Fee Schedule
Revenue Premier Integrated Tax Processor	Included with Revenue Premier Enterprise	$_____	$_____
Revenue Premier Integrated Tax Processor-Taxpayer Portal (Optional)	1	See License & Maintenance Fee Schedule	See License & Maintenance Fee Schedule
Revenue Premier Collections Manager	Included with Revenue Premier Enterprise	$_____	$_____
Revenue Premier Portfolio Warehouse	Included with Revenue Premier Enterprise	$_____	$_____
Revenue Premier Audit Manager	Included with Revenue Premier Enterprise	$_____	$_____
Revenue Premier Audit Manager - Workpapers Toolkit (Optional)	Included with Revenue Premier Enterprise	See License & Maintenance Fee Schedule	See License & Maintenance Fee Schedule
Revenue Premier Audit Manager - Statistical Sampler (Optional)	Included with Revenue Premier Enterprise	$_____	$_____
		Total:	See License & Maintenance Fee Schedule

2. NON-PRODUCTION COPIES

Components	Quantity	Unit Price	Extended Price
Revenue Premier Enterprise	4	Covered Under the ITS Contract	Covered Under the ITS Contract
Revenue Premier Integrated Tax Processor	Included with	$_____	$_____

	Revenue Premier Enterprise		
Revenue Premier Integrated Tax Processor - Taxpayer Portal (Optional)	4	See License & Maintenance Fee Schedule	See License & Maintenance Fee Schedule
Revenue Premier Collections Manager	Included with Revenue Premier Enterprise	$_____	$_____
Revenue Premier Portfolio Warehouse	Included with Revenue Premier Enterprise	$_____	$_____
Revenue Premier Audit Manager	Included with Revenue Premier Enterprise	$_____	$_____
Revenue Premier Audit Manager - Workpapers Toolkit (Optional)	Included with Revenue Premier Enterprise	See License & Maintenance Fee Schedule	See License & Maintenance Fee Schedule
Revenue Premier Audit Manager - Statistical Sampler (Optional)	Included with Revenue Premier Enterprise	$_____	$_____
		Total:	**See License & Maintenance Fee Schedule**

EXHIBIT 4

COOK COUNTY INFORMATION TECHNOLOGY SPECIAL TERMS AND CONDITIONS (ITSCS)

Exhibit 4

Cook County Information Technology Special Conditions (ITSCs)

1. DEFINITIONS FOR SPECIAL CONDITIONS

1.1. ***"Assets"*** means Equipment, Software, Intellectual Property, IP Materials and other assets used in providing the Services. Assets are considered in use as of the date of deployment.

1.2. "***Business Continuity Plan***" means the planned process, and related activities, required to maintain continuity of business operations between the period of time following declaration of a Disaster until such time an IT environment is returned to an acceptable condition of normal business operation.

1.3. ***"Cardholder Data"*** means data that meets the definition of "Cardholder Data" in the most recent versions of the Payment Card Industry's Data Security Standard.

1.4. ***"Change"*** means, in an operational context, an addition, modification or deletion to any Equipment, Software, IT environment, IT systems, network, device, infrastructure, circuit, documentation or other items related to Services. Changes may arise reactively in response to Incidents/Problems or externally imposed requirements (e.g., legislative changes), or proactively from attempts to (a) seek greater efficiency or effectiveness in the provision or delivery of Services; (b) reflect business initiatives; or (c) implement programs, projects or Service improvement initiatives.

1.5. "***Change Management***" means, in an operational context, the Using Agency approved processes and procedures necessary to manage Changes with the goal of enabling Using Agency-approved Changes with minimum disruption.

1.6. ***"Change Order"*** means a document that authorizes a Change to the Services or Deliverables under the Agreement, whether in time frames, costs, or scope.

1.7. ***"Change Request"*** means one Party's request to the other Party for a Change Order.

1.8. ***"Contractor"*** has the same meaning as either: (a) both "Contractor" and "Consultant" as such terms are defined, and may be interchangeably used in the County's Professional Services Agreement, if such document forms the basis of this Agreement or (b) "Contractor" as defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.9. "***Contractor Confidential Information***" means all Contractor IP Materials, all Contractor-Provided Software, and all non-public proprietary information of Contractor that is marked confidential, restricted, proprietary, or with a similar designation; provided that Contractor Confidential Information excludes: (a) Using Agency Confidential Information, (b) Using Agency Data; (c) information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances; and (d) the terms of this Agreement, regardless of whether marked with a confidential designation or not.

1.10. "***Contractor Facilities***" means locations owned, leased or otherwise utilized by Contractor and its Subcontractors from which it or they may provide Services.

1.11. "***Contractor Intellectual Property***" means all Intellectual Property owned or licensed by Contractor.

1.12. "***Contractor IP Materials***" means all IP Materials owned or licensed by Contractor.

1.13. ***"Contractor Personnel"*** means any individuals that are employees, representatives, Subcontractors or agents of Contractor, or of a direct or indirect Subcontractor of Contractor.

1.14. "***Contractor-Provided Equipment***" means Equipment provided by or on behalf of Contractor."

1.15. "***Contractor-Provided Software***" means Software provided by or on behalf of Contractor.

1.16. "***Criminal Justice Information***" means data that meets the definition of "Criminal Justice Information" in the most recent version of FBI's CJIS Security Policy and also data that meets the definition of "Criminal History Record Information" at 28 C.F.R. 20.

1.17. "***Critical Milestone***" means those milestones critical to the completion of the Services as identified in this Agreement, in any work plan, project plan, statement of work, or other document approved in advance by the Using Agency.

1.18. "***Data Protection Laws***" means laws, regulations, regulatory requirements, industry self-regulatory standards, and codes of practice in connection with the processing of Personal Information, including those provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320(d) et seq.) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. §§ 17921 et seq.) and the Payment Card Industry standards.

1.19. ***"Data Security Breach"*** means (a) the loss or misuse (by any means) of any Using Agency Data or other Using Agency Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Using Agency Data or other Using Agency Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Using Agency Data or other Using Agency Confidential Information.

1.20. ***"Deliverable"*** has the same meaning as either: (a) "Deliverable" as defined in the County's Professional Services Agreement, if such document forms the basis of this Agreement; or (b) "Deliverable" as defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement. In either case, Deliverables includes without limitation Contractor-Provided Equipment, Contractor-Provided Software, Developed Intellectual Property.

1.21. "***Developed Intellectual Property***" means Intellectual Property as well as any IP Materials conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services for the exclusive use of the Using Agency, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the Using Agency Intellectual Property or the Using Agency IP Materials; (b) Developed Software; (c) documentation, training materials, or other IP Materials that do not modify or enhance then existing Using Agency IP Materials; and (d) modifications to or enhancements (derivative works) of, Third Party Intellectual Property or related IP Materials to the extent not owned by the licensor of the Third Party Intellectual Property under the terms of the applicable license.

1.22. "***Developed Software***" means any custom Software conceived, developed, authored or

reduced to practice in the course of or in connection with the provision of the Services for the exclusive use of the Using Agency (including any modifications, enhancements, patches, upgrades or similar developments to such Software).

1.23. "***Disaster***" means a sudden, unplanned, calamitous event causing substantial damage or loss as defined or determined by a risk assessment and business impact analysis, and which creates an inability or substantial impairment on the organization's part to provide critical business functions for a material period of time. This also includes any period when the Using Agency management decides to divert resources from normal production responses and exercises its Disaster Recovery Plan.

1.24. "***Disaster Recovery Plan***" means the planned process, and related activities, required to return an IT environment to an acceptable condition of normal business operation following declaration of a Disaster.

1.25. "***Equipment***" means the computer, telecommunications, network, storage, and related hardware and peripherals owned or leased by the Using Agency or its Third Party Contractors, or by Contractor or its Subcontractors, and used or supported by Contractor or its Subcontractors, or by the Using Agency or its agents, in connection with the Services.

1.26. "***Exit Assistance Period***" means the time between receipt of notice of termination from the Party giving such notice and the effective date of termination or expiration of the Agreement or the applicable terminated Services.

1.27. "***Illicit Code***" means any hidden files, automatically replicating, transmitting or activating computer program, virus, worms, spyware, malware, or other harmful or malicious computer program or any Equipment-limiting, Software-limiting or Services-limiting function (including, but not limited to, any key, node lock, time-out or similar function), whether implemented by electronic or other means.

1.28. "***Incident***" means any event that is not part of the standard operation of a service in the Using Agency IT environment (including an event in respect of the Services or any Equipment or Software) and that causes, or may cause, an interruption to, or a reduction in the quality of, that service. The Using Agency will determine the severity level of each reported Incident in its reasonable discretion.

1.29. "***Intellectual Property***" has the same meaning as defined in the Professional Services Agreement.

1.30. "***IP Materials***" means works of authorship, software, documentation, processes, designs, drawings, specifications, formulae, databases, algorithms, models, methods, processes and techniques, technical data, inventions, discoveries, know how, the general format, organization, or structure of any report, document or database, and other technical proprietary information.

1.31. ***"Laws"*** means all United States federal, state and local laws or foreign laws, constitutions, statutes, codes, rules, regulations, ordinances, executive orders, decrees, edicts of or by any governmental authority having the force of law or any other legal requirement (including common law), including Data Protection Laws and the Cook County Code of Ordinances.

1.32. ***"Licensed software"*** means Contractor's proprietary Revenue Premier computer software program in object code form and as more fully described in Exhibit A to the Software License Agreement.

1.33. ***"Open Source Materials"*** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation "open source" code (as defined by the Open Source Initiative) and "free" code (as defined by the Free Software Foundation).

1.34. "***Party***" means either County, on behalf of County and its Using Agencies, or Contractor.

1.35. ***"Parties"*** means both County, on behalf of County and its Using Agencies, and Contractor.

1.36. "***Personal Information***" means personal data or information that relates to a specific, identifiable, individual person, including Using Agency personnel and individuals about whom the Using Agency, Contractor, Contractor's Subcontractors or affiliates has or collects financial and other information. For the avoidance of doubt, Personal Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) user name or email address, in combination with a password or security question and answer that would permit access to an account; and (f) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.37. ***"Problem"*** means the underlying cause of one or more Incidents, including where such cause is unknown or where it is known and a temporary work-around or permanent alternative has been identified.

1.38. ***"Public Record"*** shall have the same meaning as the term "public record" in the Illinois Local Records Act, 50 ILCS 205/1 et seq.

1.39. ***"Required Consent"*** means that consent required to secure any rights of use of or access to any of Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency Intellectual Property, Using Agency IP Materials, any other Equipment, any other Software whether Third Party Software or otherwise, any other Intellectual Property whether Third Party Intellectual Property or otherwise, any other IP Material, any of which are required by, requested by, used by or accessed by Contractor, its Subcontractors, employees or other agents in connection with the Services.

1.40. "***Services***" either: (a) has the same meaning as "Services" as defined in Article 3 of the County's Professional Services Agreement, if such document forms the basis of this Agreement or (b) collectively means all of Contractor's services and other acts required in preparing, developing, and tendering the Using Agency's Deliverables as "Deliverables" is defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.41. "***Service Level Agreements***" or "***SLA***" has the same meaning as "Service Level Agreements" as defined in the Statement of Work.

1.42. "***Software***" has the same meaning as defined in the Professional Services Agreement.

1.43. **"Software License Agreement"** means the Consultant Software License and Maintenance

Agreement between the Parties, attached as Exhibit [•] to the Professional Services Agreement.

1.44. **"Source Code"** means the programming statements or instructions written or expressed in any language understandable by a human being skilled in the art, which are translated by a language complier to produce executable machine Object Code.

1.45. **"Statement of Work" or "SOW"** means the Statement of Work constituting Exhibit 1 3 to the Professional Services Agreement.

1.46. ***"Third Party"*** has the same meaning as defined in the Professional Services Agreement "***Third Party Intellectual Property***" means all Intellectual Property owned by a Third Party, including Third Party Software.

1.47. ***"Third Party Contractor"*** means a Third Party that provides the Using Agency with products or services that are related to, or in support of, the Services. Subcontractors of Contractor are not "Third Party Contractors."

1.48. "***Third Party Software***" means a commercial Software product developed by a Third Party not specifically for or on behalf of the Using Agency. For clarity, custom or proprietary Software, including customizations to Third Party Software, developed by or on behalf of the Using Agency to the Using Agency's specifications shall not be considered Third Party Software.

1.49. "***Using Agency***" has the same meaning as the term "Using Agency" in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended, as applied to each department or agency receiving goods, Services or other Deliverables under this Agreement and includes Cook County, a body politic and corporate of the State of Illinois, on behalf of such Using Agency.

1.50. "***Using Agency Confidential Information***" means: (a) all non-public proprietary information of Using Agency that is marked confidential, restricted, proprietary, or with a similar designation; (b) Using Agency Data; and (c) any information that is exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

1.51. "***Using Agency Data***" means all data, whether Personal Information or other data, provided by the Using Agency to Contractor, provided by Third Parties to Contractor for purposes relating to this Agreement, or otherwise encountered by Contractor for purposes relating to this Agreement, including all data sent to Contractor by the Using Agency and/or stored by Contractor on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes Using Agency Data, the data in question shall be treated as Using Agency Data. Using Agency Data further includes information that is: (a) input, processed or stored by the Using Agency's IT systems, including any Using Agency-Provided Software; (b) submitted to Contractor or its Subcontractors by any employees, agents, the Using Agency, Third Parties, business partners, and customers in connection with the Services or otherwise; (c) Incident records containing information relating to the Services; (d) Using Agency Intellectual Property and Using Agency IP Materials; (e) any raw data used to generate reports under this Agreement and any data included therein; and (f) Using Agency Confidential Information.

1.52. "***Using Agency Intellectual Property***" means all Intellectual Property owned or licensed by the Using Agency, including Developed Intellectual Property.

1.53. "***Using Agency IP Materials***" means all IP Materials owned or licensed by the Using Agency.

1.54. "***Using Agency-Provided Equipment***" means Equipment provided by or on behalf of Using Agency.

1.55. "***Using Agency-Provided Software***" means Software provided by or on behalf of Using Agency.

1.56. "***WISP***" means written information security program.

2. SERVICES AND DELIVERABLES

2.1. Approved Facilities. Contractor will perform Services only within the continental United States and only from locations of the Using Agency or locations owned, leased or otherwise utilized by Contractor and its Subcontractors.

2.2. Licenses and Export Controls. Contractor will be responsible for obtaining all necessary export authorizations and licenses for export of technical information or data relating to Using Agency Data, Software, Intellectual Property, IP Materials, or otherwise under this Agreement.

2.3. Required Consents for Assets in Use and Third Party Contracts as of the Effective Date. Contractor shall be responsible for obtaining all Required Consents relating to this Agreement. If Contractor is unable to obtain a Required Consent, Contractor shall implement, subject to the Using Agency's prior approval, alternative approaches as necessary to perform the Services. Contractor shall be responsible for and shall pay all costs associated with this section, including any fees or other charges imposed by the applicable Third Parties as a condition or consequence of their consent (*e.g.*, any transfer, upgrade or similar fees). The Using Agency shall cooperate with Contractor and provide Contractor such assistance in this regard as the Contractor may reasonably request.

2.4. SLAs and Critical Milestones. Commencing on the Effective Date or as otherwise specified in this Agreement, Contractor shall, as set forth in this Agreement: (a) perform the Services in accordance with SLAs and Critical Milestones; and (b) regularly measure and report on its performance against SLAs and Critical Milestones. Contractor shall maintain all data relating to and supporting the measurement of its performance, including performance against SLAs and Critical Milestones, in sufficient detail to permit a "bottom up" calculation, analysis and reconstruction of performance reports (including all inclusion and exclusion calculations) throughout the term of this Agreement. Such data shall be made available to the Using Agency in an electronic format reasonably acceptable to the Using Agency upon reasonable request and upon the expiration or termination of this Agreement.

2.5. Default SLAs, Critical Milestones and Fee Reductions. Unless otherwise explicitly specified in this Agreement, including in the Statement of Work, the Contractor's SLAs, SLA targets, and Critical Milestones shall be those that the Using Agency reasonably recognizes as commonly accepted "industry standard practices" for Services of similar cost, size, and criticality. For example and without limitation, such SLAs include availability and performance Contractor-Provided Software and hosting-related Services, on-time delivery of Deliverables, response and resolution times of Contractor's service desk. For example and without limitation, such Critical Milestones include significant events in projects such as completion of major Deliverables. Unless otherwise specified in this Agreement, Contractor shall proportionately reduce fees for failing to perform the Services in accordance with applicable SLAs and

for failing to timely achieve Critical Milestones, and the Using Agency may withhold that amount of fee reduction from any outstanding Contractor invoice. Except as expressly allowed under this Agreement, any such fee reduction accompanying a failure to meet applicable SLAs or Critical Milestones shall not be the Using Agency's exclusive remedy and shall not preclude the Using Agency from seeking other remedies available to it for a material breach of this Agreement.

2.6. Standards and Procedures Manual. Intentionally Omitted.

2.7 Project Management Plan. Contractor will prepare, update, and maintain a manual ("Project Management Plan" or "PMP"), in accordance with the Statement of Work, and subject to the Using Agency's review and approval that shall: (a) be based upon ITIL and PMBOK processes and procedures; (b) be suitable to assist the Using Agency and the Using Agency's auditors in verifying and auditing the Contractor's performance of the Services; and (c) detail the operational and management processes by which Contractor will perform the Services under this Agreement, including to the extent applicable, processes relating to: (i) Change Management and Change control; (ii) Incident management; (iii) Problem management; (iv) configuration management; (v) project management; and (vi) administration, including invoicing.

2.8. Operations Manual. Where this Agreement assumes that the Using Agency will provide Tier 1 help desk support, an Operations Manual will be prepared by Contractor to provide sufficient help desk scripts for the Using Agency to provide such support. Contractor will perform the Services in accordance with the PMP; *provided, however,* that the provisions of the PMP shall never supersede the provisions of this Agreement.

2.9. Project Management Methodology. Contractor shall perform the Services in accordance with an industry-recognized project management methodology and procedures, subject to Using Agency approval. Contractor shall comply with the Using Agency's procedures for tracking progress and documents for the duration of the Agreement, including the submission of weekly or monthly status reports to the Using Agency as the Using Agency may require.

2.10. Change Management Procedures. Contractor shall utilize Change Management procedures, subject to Using Agency approval, that conform to ITIL/ITSM to manage, track and report on Changes relating to the Services, including procedures for scheduling maintenance, patching, replacement of assets, and other matters required for proper management of the Services. No Change will be made without the Using Agency's prior written consent (which may be given or withheld in the Using Agency's sole discretion), unless such Change: (a) has no impact on the Services being provided by Contractor; (b) has no impact on the security of the Using Agency Data and the Using Agency systems; and (c) causes no increase in any fees under this Agreement or the Using Agency's retained costs.

2.11. Resources Necessary for Services. Except as set forth in this Agreement, Contractor shall provide and be financially responsible for Equipment, Software, materials, systems and other resources needed to perform the Services in accordance with the Agreement. County shall provide and be financially responsible for server hardware and storage in accordance with the Agreement, including acquisition and installation of hardware listed in Exhibit 7 to the PSA. County will also provide backup and disaster recovery hardware and software.

2.12. Using Agency Resources. Except as explicitly allowed under this Agreement, Contractor shall not use, nor permit any Subcontractor, employee, agent, or other Third Party to use any Using

Agency-Provided Equipment, Using Agency-Provided Software, Using Agency facilities, or any other Equipment, Software, materials, facilities, systems or other resources that the Using Agency provides or otherwise makes available under this Agreement for any purpose other than the performance of the Services; and Contractor shall do so only upon prior written approval of the Using Agency. Contractor shall not purport to, pledge or charge by way of security any of the aforementioned. Contractor shall keep any Equipment owned or leased by the Using Agency that is under Contractor's or a Contractor Subcontractor's control, secure and, for any such Equipment that is not located at the Using Agency facilities, such Equipment shall be clearly identified as the Using Agency's and separable from Contractor's and Third Parties' property. Using Agency shall provide staff workspace, workstations, network access and access to facilities for Contractor, as outlined in the SOW, or otherwise agreed to.

2.13. Maintenance of Assets. Contractor shall maintain Equipment, Software, materials, systems, and other resources utilized predominately or exclusively for performing Services in good condition, less ordinary wear and tear, and in such locations and configurations as to be readily identifiable.

2.14. Service Compatibility. To the extent necessary to provide the Services and specified in the Statement of Work, Contractor shall ensure that the Services, Contractor-Provided Equipment and Contractor-Provided Software (collectively, the "Contractor Resources") are interoperable with the Using Agency-Provided Equipment, Using Agency-Provided Software and with the Using Agency's other Assets, at no cost beyond that specified in this Agreement and without adversely affecting any systems or services retained by the Using Agency or its Third Party Contractors. In the event of any Problem related to service compatibility where it is not known whether the Problem is caused by Contractor's Assets or by Using Agency's Assets, Contractor shall be responsible for correcting the Problem except to the extent that Contractor can demonstrate, to the Using Agency's satisfaction, that the cause was not due to Contractor Resources or to Contractor's action or inaction.

2.15. Cooperation with Using Agency's Third Party Contractors. Contractor shall cooperate with all Third Party Contractors to coordinate its performance of the Services with the services and systems of such Third Party Contractors to the extent specified in the Statement of Work. Subject to reasonable confidentiality requirements, such cooperation shall include providing: (a) applicable written information, standards and policies concerning any or all of the systems, data, computing environment, and technology direction used in performing the Services so that the goods and services provided by the Third Party Contractor may work in conjunction with or be integrated with the Services; (b) assistance and support services to such Third Party Contractors; (c) Contractor's quality assurance, its development and performance acceptance testing and the applicable requirements of any necessary interfaces for the Third Party Contractor's work product; (d) applicable written requirements of any necessary modifications to the systems or computing environment; and (e) access to and use of the Contractor's Assets as mutually agreed upon by the Using Agency and Contractor (such agreement not to be unreasonably withheld or delayed) and subject to the Third Party Contractor's agreement to comply with Contractor's applicable standard security policies.

2.16. Procurement Assistance. At any time during the Agreement, Contractor shall, as requested by the Using Agency, reasonably cooperate and assist the Using Agency with any Using Agency procurement relating to any of the Services or replacing the Services, including: (a) providing information, reports and data for use in the Using Agency's procurement or transition to a subsequent Third Party Contractor; (b) answering Third Parties' and Using Agency's questions regarding the procurement and Services transition; and (c) allowing Third Parties participating in the Using Agency's procurement to

perform reasonable, non-disruptive due diligence activities in respect of the relevant Services, including providing reasonable access to Key Personnel.

3. WARRANTIES

3.1. Compliance with Law and Regulations. Contractor represents and warrants that it shall perform its obligations under this Agreement in accordance with all Laws applicable to Contractor and its business, including Laws applicable to the manner in which the Services are performed, including any changes in such Laws. With respect to laws governing data security and privacy, the term 'Contractor Laws' shall include any Laws that would be applicable to Contractor if it, rather than the Using Agency, were the owner or data controller of any of the Using Agency Data in its possession or under its control in connection with the Services. Contractor also represents and warrants that it shall identify, obtain, keep current, and provide for Contractor's inspection, all necessary licenses, approvals, permits, authorizations, visas and the like as may be required from time to time under Contractor Laws for Contractor to perform the Services.

3.2. Non-Infringement. Contractor represents and warrants that it shall perform its responsibilities under this Agreement in a manner that does not infringe any patent, copyright, trademark, trade secret or other proprietary rights of any Third Party.

3.3. Contractor Materials and Third Party Intellectual Property. Contractor represents and warrants that it owns, or is authorized to use, all Contractor Intellectual Property, Contractor IP Materials and Contractor-provided Third Party Intellectual Property.

3.4. Software. Contractor warrants that for the duration of the Warranty Period (defined below), all components of the Software provided by or through the Contractor will be in Good Working Order and will operate in accordance with their intended use and meet or exceed the requirements in the Statement of Work. If the manufacturer's warranty for any Commercial Off The Shelf software, custom software, third party software, hardware, installed components, modifications, additions, and parts thereof is in excess of the periods stated herein, then that period of time shall be in effect. During the Warranty Period, the Contractor shall meet or exceed the Service Level Requirements, as provided in the Statement of Work. In addition, the Contractor shall remediate issues identified by the County during its annual penetration test, resulting from defective configuration work performed by the Contractor's team, for up to two annual penetration tests. The Contractor shall provide and bear the cost of all labor and materials required to meet its obligations under this warranty.

3.5. Software Warranty Period. The Contractor agrees that the Warranty Period will be a period of one (1) year immediately following Using Agency's final acceptance of the Contractor-provided software for Release 1 and three (3) consecutive months immediately following Using Agency's final acceptance of the Contractor-provided software for Release 2.

3.6. Developed Software. Contractor represents and warrants that all Developed Software shall be free from material errors in operation and performance, shall comply with the applicable documentation and specifications in all material respects, for a period of one(1) year immediately following Using Agency's final acceptance of such Developed Software. Any repairs made to Developed Software pursuant to this Section shall receive a new three (3) month warranty period in accordance with the terms of this Section, the SOW, and the PMP.

3.7. Open Source. Contractor represents and warrants that Contractor has not (i) incorporated Open Source Materials into, or combined Open Source Materials with, the Deliverables or Software, (ii) distributed Open Source Materials in conjunction with any Deliverables or Software, or (iii) used Open Source Materials, in such a way that, with respect to the foregoing (i), (ii), or (iii), creates obligations for the Contractor with respect to any material Deliverables or grant, or purport to grant, to any Third Party, any rights or immunities under any material Deliverables (including, but not limited to, using any Open Source Materials that require, as a condition of use, modification and/or distribution of such Open Source Materials that other material Software included in Deliverables incorporated into, derived from or distributed with such Open Source Materials be (A) disclosed or distributed in source code form, (B) be licensed for the purpose of making derivative works, or (C) be redistributable at no charge). County acknowledges there are certain Open Source support utilities utilized in the Revenue Premier solution as listed on the Software License Schedule in Exhibit 2. It is understood that Contractor will warrant and provide ongoing support for these utilities, or replacement components, as part of the Maintenance and Support agreement.

3.8. Access to Using Agency Data. Contractor represents and warrants that Contractor has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Using Agency's access to and retrieval of Using Agency Data. Contractor acknowledges that Using Agency Data may be Public Records and that any person who knowingly, without lawful authority and with the intent to defraud any party, public officer, or entity, alters, destroys, defaces, removes, or conceals any Public Record commits a Class 4 felony.

3.9. Viruses, Worms, Spyware, or Malware. Contractor represents and warrants that the Software, and any Software configured by Contractor shall contain no viruses, worms, spyware, or malware. Contractor represents and warrants that it has not and will not introduce, invoke or cause to be invoked such Illicit Code in any Using Agency IT environment at any time, including upon expiration or termination of this Agreement for any reason, without the Using Agency's prior written consent. If Contractor or County discovers that Illicit Code has been introduced into Software residing on Equipment hosted or supported by Contractor, Contractor shall, at no additional charge, (a) immediately undertake to remove such Illicit Code, (b) promptly notify the other parties in writing of the introduction, and (c) use reasonable efforts to correct and repair any damage to Using Agency Data or Software caused by such Illicit Code and otherwise assist the Using Agency in mitigating such damage and restoring any affected Service, Software or Equipment. Contractor's obligations under this Section 3.9 shall be subject to the provisions of Section 3.12 ("Data Security").

3.10. Software Disabling Mechanism. Hardstop or Passive License Monitoring, and Other Destructive Mechanisms. The Contractor warrants that the Licensed Software and any reports and data provided to the County under the Agreement do not contain any Induced Inhibiting Code ("IIC") or any other inhibitor data or coding. "IIC" means any deliberately included application or coding that may degrade performance, result in inaccurate data, deny accessibility, or in any manner adversely affect programs or data or use of the Licensed Software or its operating environment. The Contractor warrants and represents that the Licensed Software provided pursuant to the Agreement does not contain any coding that may disable the Licensed Software or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numerals, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit the Contractor to access the Licensed Software to cause such disablement or impairment (sometimes referred to as a "trap door" device). The Contractor warrants and represents that the Licensed Software contains no destructive programming

that (i) is designed to permit the Contractor or third parties unauthorized access to, or use of, the County's systems or networks; or (ii) would have the effect of disabling or otherwise shutting down all or any portion of the Licensed Software. The Contractor agrees that in the event of a breach of this Subsection, the County may not have an adequate remedy at law, including monetary damages, and that the County is consequently entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which the County may be entitled.

3.11. Resale of Equipment and Software. If Contractor resells to the Using Agency any Equipment or Software that Contractor purchased from a Third Party, then Contractor, to the extent it is legally able to do so, shall pass through any such Third Party warranties to the Using Agency and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Contractor from its warranty obligations set forth in this Section.

3.12. Data Security. The Parties acknowledge that Using Agency, and not Contractor, shall be responsible for the external firewalls and overall security environment of the County's own computer and communications networks. The Parties acknowledge the Contractor, and not Using Agency, shall be responsible for the overall security environment of Contractor's own computer and communications networks, including Contractor's web-based application. Subject to these acknowledgements, Contractor warrants and represents that (i) the performance of the Services shall not permit any unauthorized access to or cause any loss or damage to Using Agency Data, Using Agency Intellectual Property, or other Using Agency Confidential Information; and (ii) it complies and shall comply with all Using Agency security policies in place from time to time during the term of this Agreement.

4. SOURCE CODE ESCROW

4.1. The Contractor represents and warrants that:

(i) The Contractor has entered into the Source Code escrow agreement ("Escrow Agreement") with NCC Group Escrow Associates, LLC.

(ii) All Source Code and related Documentation for the Licensed Software is under escrow deposit pursuant to said Escrow Agreement; and

(iii) The Contractor shall maintain the Escrow Agreement until either (1) the County no longer uses the Licensed Software or (2) the Contractor provides the Source Code to the County.

4.2. The Contractor shall provide to the County all information necessary for the County to comply with registration requirements, if any, of the Escrow Agent. County may be added as a non-exclusive beneficiary to the Escrow Agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee (currently $800) directly to the Escrow Agent. County will be responsible for maintaining its ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Contractor shall provide thirty (30) days prior written notice of a change of Contractor's Escrow Agent.

4.3. The Contractor shall ensure that:

(i) Source Code must be held by the Escrow Agent in trust for the County, and/or the County named as a beneficiary;

(ii) All updates to the Licensed Software must be escrowed within sixty (60) days of the date of issue;

(iii) The Escrow Agent must verify deposit of the Licensed Software and all updates thereof and so notify the County;

(iv) The County is permitted, at its sole cost and expense, to require periodic testing (but in any event not more than once per year) of all Source Code held in escrow; and

4.4. If the Contractor, its assignee or successor (1) becomes insolvent or ceases to exist as a business entity, or (2) fails to perform its maintenance and support obligations under the Agreement and fails to exert good faith, commercially reasonable efforts to cure said failure within thirty (30) days following the receipt of written notification, , the County shall have the right to so certify to the Escrow Agent and to direct the Escrow Agent to provide the County with a copy of the Source Code and commentary for the installed release level of the Licensed Software used by the County. For the avoidance of doubt, the County can only exercise its rights under item 6.4 (2) above, if the license fees for the Licensed Software have been paid in full to the Contractor.

4.5. The Contractor shall certify in writing that it has deposited, and thereafter will maintain, a current copy of all Source Code related to the Licensed Software, including current commentary, with the Escrow Agent and agrees to comply with the obligations set forth in the Escrow Agreement as required hereby.

4.6. Source Code related to the Licensed Software, as well as any corrections or enhancements to such Source Code, must be updated for each new release, patch, service pack or upgrade of the Licensed Software and placed in escrow as required by this section.

4.7. The Contractor shall certify in writing annually that the Source Code escrow remains in effect with the Escrow Agent in compliance with the terms of this section, and that the Source Code is up to date.

5. INTELLECTUAL PROPERTY

5.1. Using Agency Intellectual Property. The Using Agency retains all right, title and interest in and to all Using Agency Intellectual Property and Using Agency IP Materials. To the extent the Using Agency may grant such license, Contractor is granted a worldwide, fully paid-up, nonexclusive license during the term of this Agreement to access, use, copy, maintain, modify, enhance and create derivative works of the Using Agency Intellectual Property and Using Agency IP Materials that are necessary for performing the Services, and that are explicitly identified in writing by the Using Agency's Chief Information Officer, for the sole purpose of performing the Services pursuant to this Agreement. Contractor shall not be permitted to use any of the Using Agency Intellectual Property or Using Agency IP Materials for the benefit of any entities other than the Using Agency. Contractor shall cease all use of the Using Agency Intellectual Property and Using Agency IP Materials upon expiration or termination of this Agreement. Upon expiration or termination of this Agreement or relevant Services under this Agreement, Contractor shall return to the Using Agency all the Using Agency Intellectual Property, Using Agency IP Materials and copies thereof possessed by Contractor.

5.2. Developed Intellectual Property. As between the Parties, the Using Agency shall have all right, title and interest in all Developed Intellectual Property. Contractor hereby irrevocably and unconditionally assigns, transfers and conveys to the Using Agency without further consideration all of its right, title and interest in such Developed Intellectual Property, including all rights of patent, copyright, trade secret or other proprietary rights in such materials, which assignment shall be effective as of the creation of such works without need for any further documentation or action on the part of the Parties. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as the Using Agency may reasonably request, to perfect the Using Agency's ownership of any such Developed Intellectual Property. Contractor shall secure compliance with this Section by any personnel, employees, contractors or other agents of Contractor and its Subcontractors involved directly or indirectly in the performance of Services under this Agreement.

5.3. Contractor Intellectual Property. Contractor retains all right, title and interest in and to Contractor Intellectual Property and Contractor IP Materials. Subject to the terms of the Software License Agreement, Contractor grants to the Using Agency, a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, assignable license to make, have made, use, reproduce, distribute, publicly display, publicly perform, digitally perform, transmit, and copy based upon Contractor Intellectual Property and Contractor IP Materials, in any media now known or hereafter known, to the extent the same are embodied in the Services and Deliverables, or otherwise required to exploit the Services or Deliverables. During the term of this Agreement and immediately upon any expiration or termination thereof for any reason, Contractor will provide to the Using Agency the most current copies of any Contractor IP Materials to which the Using Agency has rights pursuant to the foregoing, including any related documentation (but excluding the Source Code). This section does not apply to County's right to Source Code and if applicable, other Contractor Intellectual Property and Contractor IP Materials as set forth in Section 4 ("Source Code Escrow") of the ITSC, above.

5.4. Third Party Intellectual Property. Contractor shall not introduce into the Using Agency's environment any Third Party Intellectual Property or otherwise use such Third Party Intellectual Property to perform the Services, outside that listed in the Professional Services Agreement, without first obtaining the prior written consent from the Using Agency's Chief Information Officer, which the Using Agency may give or withhold in its sole discretion. A decision by the Using Agency to withhold its consent shall not relieve Contractor of any obligation to perform the Services.

5.5. Residual Knowledge. Nothing contained in this Agreement shall restrict either Contractor or Using Agency from the use of any ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques relating to the Services which either Contractor or Using Agency, individually or jointly, develops or discloses under this Agreement, provided that in doing so Contractor or Using Agency does not breach its respective obligations under Section 5 relating to confidentiality and non-disclosure and does not infringe the Intellectual Property rights of the other or Third Parties who have licensed or provided materials to the other. Except for the license rights contained under Section 5, neither this Agreement nor any disclosure made hereunder grants any license to either Contractor or Using Agency under any Intellectual Property rights of the other.

5.6. Software Licenses. This Agreement (together with the Software License Agreement) contains all terms and conditions relating to all licenses in Contractor-Provided Software and Contractor IP Materials. Except as explicitly set forth elsewhere in this Agreement, and subject to the Software License Agreement, all licenses that Contractor grants in Contractor-Provided Software include the right of use by Third Party Contractors for the benefit of the Using Agency, the right to make backup copies for

backup purposes or as may be required by the Using Agency's Business Continuity Plan or Disaster Recovery Plan, the right to reasonably approve the procedures by which Contractor may audit the use of license entitlements, and the right to give reasonable approval before Contractor changes Contractor-Provided Software in a manner that materially and negatively impacts the Using Agency.

6. USING AGENCY DATA AND CONFIDENTIALITY

6.1. Property of Using Agency. All Using Agency Confidential Information, including without limitation Using Agency Data, shall be and remain the sole property of the Using Agency. Contractor shall not utilize the Using Agency Data or any other Using Agency Confidential Information for any purpose other than that of performing the Services under this Agreement. Contractor shall not, and Contractor shall ensure that its Subcontractors, its employees, or agents do not, possess or assert any lien or other right against or to the Using Agency Data or any other Using Agency Confidential Information. Without the Using Agency's express written permission, which the Using Agency may give or withhold in its sole discretion, no Using Agency Data nor any other Using Agency Confidential Information, or any part thereof, shall be disclosed, shared, sold, assigned, leased, destroyed, altered, withheld, or otherwise restricted of by Contractor or commercially exploited by or on behalf of Contractor, its employees, Subcontractors or agents.

6.2. Acknowledgment of Importance of Using Agency Confidential Information. Contractor acknowledges the importance of Using Agency Confidential Information, including without limitation Using Agency Data, to the Using Agency and, where applicable, Third Party proprietors of such information, and recognizes that the Using Agency and/or Third Party proprietors may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.

6.3. Return of Using Agency Data and Other Using Agency Confidential Information. Upon the Using Agency's request, at any time during this Agreement or at termination or expiration of this Agreement, Contractor shall promptly return any and all requested Using Agency Data and all other requested Using Agency Confidential Information to the Using Agency or its designee in such a format as the Using Agency may reasonably request. Contractor shall also provide sufficient information requested by the Using Agency about the format and structure of the Using Agency Data to enable such data to be used in substantially the manner in which Contractor utilized such data. Also upon Using Agency's request, in lieu of return or in addition to return, Contractor shall destroy Using Agency Data and other Using Agency Confidential Information, sanitize any media upon which such the aforementioned resided using a process that meets or exceeds DoD 5220.28-M 3-pass specifications, and provide documentation of same within 10 days of completion, all in compliance with Using Agency's policies and procedures as updated. All other materials which contain Using Agency Data and other Using Agency Confidential Information shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88; and upon Using Agency request, Contractor shall provide Using Agency with a certificate of destruction in compliance with NIST Special Publication 800-88. Contractor shall be relieved from its obligation to perform any Service to the extent the return of any Using Agency Data or other Using Agency Confidential Information at the Using Agency's request under this Section materially impacts Contractor's ability to perform such Service; provided, that Contractor gives the Using Agency notice of the impact of the return and continues to use reasonable efforts to perform.

6.4. Public Records. Contractor will adhere to all Laws governing Public Records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically, and without limitation,

Contractor shall: (a) store Using Agency Data in such a way that each record is individually accessible for the length of the Using Agency's scheduled retention; (b) retain a minimum of two total copies of all Using Agency Data; (c) retain Using Agency Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (d) store and access Using Agency Data in a manner allowing individual records to maintain their relationships with one another; (e) capture relevant structural, descriptive, and administrative metadata to Using Agency Data at the time a record is created or enters the control of Contractor or its Subcontractors.

6.5. Disclosure Required by Law, Regulation or Court Order. In the event that Contractor is required to disclose Using Agency Data or other Using Agency Confidential Information in accordance with a requirement or request by operation of Law, regulation or court order, Contractor shall, except to the extent prohibited by law: (a) advise the Using Agency thereof prior to disclosure; (b) take such steps to limit the extent of the disclosure to the extent lawful and reasonably practical; (c) afford the Using Agency a reasonable opportunity to intervene in the proceedings; and (d) comply with the Using Agency's requests as to the manner and terms of any such disclosure.

6.6. Loss of Using Agency Confidential Information. Without limiting any rights and responsibilities under Section 8 of these IT Special Conditions, in the event of any disclosure or loss of, or inability to account for, any Using Agency Confidential Information, Contractor shall promptly, at its own expense: (a) notify the Using Agency in writing; (b) take such actions as may be necessary or reasonably requested by the Using Agency to minimize the violation; and (c) cooperate in all reasonable respects with the Using Agency to minimize the violation and any damage resulting therefrom.

6.7. Undertakings With Respect To Personnel. Contractor acknowledges and agrees that it is responsible for the maintenance of the confidentiality of Using Agency Data and other Using Agency Confidential Information by Contractor Personnel. Without limiting the generality of the foregoing, Contractor shall undertake to inform all Contractor Personnel of Contractor's obligations with respect to Using Agency Data and other Using Agency Confidential Information and shall undertake to ensure that all Contractor Personnel comply with Contractor's obligations with respect to same.

6.8. Background Checks of Contractor Personnel. Whenever the Using Agency deems it reasonably necessary for security reasons, the Using Agency or its designee may conduct, at its expense, criminal and driver history background checks of Contractor Personnel. Contractor and its Subcontractors shall immediately reassign any individual who, in the reasonable opinion of the Using Agency, does not pass the background check.

6.9. Contractor Confidential Information. Using Agency shall use at least the same degree of care to prevent disclosing Contractor Confidential Information to Third Parties as Using Agency employs to avoid unauthorized disclosure, publication or dissemination of its Using Agency Confidential Information of like character.

7. DATA SECURITY AND PRIVACY

7.1. General Requirement of Confidentiality and Security. It shall be Contractor's obligation to maintain the confidentiality and security of all Using Agency Confidential Information, including without limitation Using Agency Data, in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor shall implement and/or use network management and maintenance applications and tools and appropriate fraud prevention and detection

and encryption technologies to protect the aforementioned; provided that Contractor shall, at a minimum, encrypt all Personal Information in-transit and at-rest. Contractor shall perform all Services utilizing security technologies and techniques and in accordance with industry standard practices and the Using Agency's security policies, procedures and other requirements made available to Contractor in writing, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Notwithstanding the foregoing, however, Contractor's obligations under this Section 7.1 are subject to the provisions of Section 3.12 ("Data Security").

7.2. General Compliance. Contractor shall comply with all applicable Laws, regulatory requirements and codes of practice in connection with all capturing, processing, storing and disposing of Personal Information by Contractor pursuant to its obligations under this Agreement and applicable Data Protection Laws and shall not do, or cause or permit to be done, anything that may cause or otherwise result in a breach by the Using Agency of the same. Contractor and all Contractor Personnel shall comply with all the Using Agency policies and procedures regarding data access, privacy and security.

7.3. Security. Subject to Section 3.12, Contractor shall establish and maintain reasonable and appropriate physical, logical, and administrative safeguards to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, accidental loss, destruction or damage. Such safeguards shall be deemed reasonable and appropriate if established and maintained with the more rigorous of: (a) the Using Agency Policies as updated; (b) the security standards employed by Contractor with respect to the protection of its confidential information and trade secrets as updated; (c) security standards provided by Contractor to its other customers at no additional cost to such customers, as updated; or (d) compliance with the then-current NIST 800-series standards or an equivalent, generally accepted, industry-standard security standards series.

7.4. RESERVED.

7.5. Contractor Personnel. Contractor will oblige its Contractor Personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use any Using Agency Data, Using Agency Intellectual Property, Using Agency Confidential Information, or Personal Information received from or on behalf of the Using Agency for purposes of, and necessary to, performing the Services and not to make the aforementioned available to any Third Parties except as specifically authorized hereunder. Contractor shall ensure that, prior to performing any Services or accessing any Using Agency Data or other Using Agency Confidential Information, all Contractor Personnel who may have access to the aforementioned shall have executed agreements concerning access protection and data/software security consistent with this Agreement.

7.6. Information Access. Subject to Section 3.12, Contractor shall not attempt to or permit access to any Using Agency Data or other Using Agency Confidential Information by any unauthorized individual or entity. Contractor shall provide each of the Contractor Personnel, Subcontractors and agents only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Contractor shall, upon request from the Using Agency, provide the Using Agency with an updated list of those Contractor Personnel, Subcontractors and agents having access to Using Agency Data and other Using Agency Confidential Information and the level of such access. Contractor shall maintain written policies that include auditing access levels and terminating access rights for off-boarded Contractor Personnel, Subcontractors and agents.

7.7. Encryption Requirement. Contractor shall encrypt all Personal Information and all other Using Agency Confidential Information the disclosure of which would reasonably threaten the confidentiality and security of Using Agency Data. Contractor shall encrypt the aforementioned at rest and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards and in accordance with the published specifications of the database management software. Contractor shall not deviate from this encryption requirement without the advance, written approval of the Using Agency's Information Security Office. It is understood the County is responsible for all data in motion and will be providing network and network security to achieve its goals.

7.8. Using Agency Security. Contractor shall notify the Using Agency if it becomes aware of any Using Agency security practices or procedures (or any lack thereof) that Contractor believes do not comport with generally accepted security policies or procedures.

7.9. Data Subject Right of Access and Rectification. If the Using Agency is required to provide or rectify information regarding an individual's Personal Information, Contractor will reasonably cooperate with the Using Agency to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to Contractor, Contractor shall notify the Using Agency of such request as soon as reasonably practicable.

7.10. Security, Privacy and Data Minimization in Software Development Life Cycle. Subject to Section 3.12, Contractor shall implement an industry-recognized procedure that addresses the security and privacy of Personal Information as part of the software development life cycle in connection with the performance of the Services. Contractor shall implement procedures to minimize the collection of Personal Information and shall, subject to Using Agency's written request to the contrary, minimize the collection of Personal Information.

7.11. Advertising and Sale of Using Agency Data. Nothing in this Agreement shall be construed to limit or prohibit a Using Agency's right to advertise, sell or otherwise distribute Using Agency Data as permitted by the Cook County Code of Ordinances.

8. DATA SECURITY BREACH

8.1. Notice to Using Agency. Subject to Section 3.12, Contractor shall provide to the Using Agency written notice of such Data Security Breach promptly following, and in no event later than one (1) business day following, the discovery or suspicion of the occurrence of a Data Security Breach. Such notice shall summarize in reasonable detail the nature of the Using Agency Data that may have been exposed, and, if applicable, any persons whose Personal Information may have been affected, or exposed by such Data Security Breach. Contractor shall not make any public announcements relating to such Data Security Breach without the Using Agency's prior written approval.

8.2. Data Breach Responsibilities. Notwithstanding Section 3.12, if Contractor knows or has reason to know that a Data Security Breach has occurred (or potentially has occurred) as a result of Contractor's willful, reckless or negligent acts or omissions, Contractor shall: (a) reasonably cooperate with the Using Agency in connection with the investigation of known and suspected Data Security Breaches; (b) perform any corrective actions that are within the scope of the Services; and (c) at the request and under the direction of the Using Agency, take any all other remedial actions that the Using Agency deems necessary or appropriate, including without limitation, providing notice to all persons

whose Personal Information may have been affected or exposed by such Data Security Breach, whether or not such notice is required by Law.

8.3. RESERVED.

8.4. Costs. The costs incurred in connection with Contractor's obligations set forth in Section 7 or Using Agency's obligations under relevant Data Security Laws shall be the responsibility of the Party whose acts or omissions caused or resulted in the Data Security Beach and are subject to Section 3.12 above, the extent of available insurance proceeds, and the Limitation of Liability sections in the Professional Services Agreement.

9. AUDIT RIGHTS

9.1. General. Upon reasonable notice, Contractor and its Subcontractors shall provide access to any records, facilities, personnel, and systems relating to the Services, at any time during standard business hours, to the Using Agency and its internal or external auditors, inspectors and regulators in order to audit, inspect, examine, test, and verify: (a) the availability, integrity and confidentiality of Using Agency Data and examine the systems that process, store, support and transmit Using Agency Data; (b) controls placed in operation by Contractor and its Subcontractors relating to Using Agency Data and any Services; (c) Contractor's disaster recovery and backup/recovery processes and procedures; and (d) Contractor's performance of the Services in accordance with the Agreement. The aforementioned Using Agency audit rights include the Using Agency's right to verify or conduct its own SOC 2 audits.

9.2. RESERVED.

9.3. RESERVED.

9.4. Audits Conducted by Contractor. Contractor promptly shall make available to the Using Agency the results of any reviews or audits conducted by Contractor and its Subcontractors, agents or representatives (including internal and external auditors), including SOC 2 audits, relating to Contractor's and its Subcontractors' operating practices and procedures to the extent relevant to the Services or any of Contractor's obligations under the Agreement. To the extent that the results of any such audits reveal deficiencies or issues that impact the Using Agency or the Services, Contractor shall provide the Using Agency with such results promptly following completion thereof.

9.5. Internal Controls. Contractor shall notify the Using Agency prior to modifying any of its internal controls that impact the Using Agency, the Services and/or Using Agency Data and shall demonstrate compliance with this Agreement.

9.6. Subcontractor Agreements. Contractor shall ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions consistent with the Using Agency's audit rights.

10. RESERVED.

10.1. RESERVED.

10.2. RESERVED .

10.3. RESERVED.

10.5. RESERVED.

10.6. RESERVED.

10.7. Removal of Contractor Materials. Contractor shall be responsible at its own expense for de-installation and removal from the Using Agency Facilities any Equipment owned or leased by Contractor that is not being transferred to the Using Agency under the Agreement subject to the Using Agency's reasonable procedures and in a manner that minimizes the adverse impact on the Using Agency. Prior to removing any documents, equipment, software or other material from any Using Agency Facility, Contractor shall provide the Using Agency with reasonable prior written notice identifying the property it intends to remove. Such identification shall be in sufficient detail to apprise the Using Agency of the nature and ownership of such property.

10.8. Using Agency-specific Information. Upon Using Agency's request, Contractor will specifically provide to the Using Agency the following Using Agency Data to relating to the Services: (a) SLA statistics, reports and associated raw data; (b) operational logs; (c) the Operations Manual; (d) Incident and Problem logs for at least the previous two (2) years; (e) security features; (f) passwords and password control policies; (g) identification of work planned or in progress as of the Termination Date, including the current status of such work and projects; and (h) any other information relating to the Services or the Using Agency's IT or operating environment which would be required by a reasonably skilled and experienced Contractor of services to assume and to continue to perform the Services following the Termination Date without disruption or deterioration. This section shall not limit any other rights and duties relating to Using Agency Data.

10.9. Subcontractors and Third Party Contracts. For each contract for which Using Agency has an option to novate or transfer, Contractor will supply the following information upon Using Agency's request: (a) description of the goods or service being provided under the contract; (b) whether the contract exclusively relates to the Services; (c) whether the contract can be assigned, novated or otherwise transferred to the Using Agency or its designee and any restrictions or costs associated with such a transfer; (d) the licenses, rights or permissions granted pursuant to the contract by the Third Party; (e) amounts payable pursuant to the terms of such contract; (f) the remaining term of the contract and termination rights; and (g) contact details of the Third Party. Contractor's agreements with Third Parties that predominantly or exclusively relate to this Agreement shall not include any terms that would restrict such Third Parties from entering into agreements with the Using Agency or its designees as provided herein.

10.10. Knowledge Transfer. As part of the Statement of Work and proposal, Contractor will provide knowledge transfer services to the Using Agency or the Using Agency's designee to allow the Using Agency or such designee to fully assume, become self-reliant with respect to, and continue without interruption, the provision of the terminated Services. Contractor shall: allow personnel of the Using Agency or the Using Agency's designee to work alongside Contractor Personnel to shadow their role and enable knowledge transfer; answer questions; and explain procedures, tools, utilities, standards and operations used to perform the terminated Services.

10.11. Change Freeze. Unless otherwise approved by the Using Agency or required on an

emergency basis to maintain the performance of the Services in accordance with the Performance Standards and SLAs, during the Exit Assistance Period, Contractor will not make or authorize material Changes to: (a) the terminated Services, including to any Equipment, Software or other facilities used to perform the terminated Services; and (b) any contracts entered into by Contractor that relate to the Services (including contracts with Subcontractors)

11. MISCELLANEOUS

11.1. Survival. Sections 1 (Definitions for Special Conditions), 4 (Intellectual Property), 7 (Data Security Breach), and 8 (Audit Rights) shall survive the expiration or termination of this Agreement for a period of five (5) years (and Sections 5 (Using Agency Data and Confidentiality) and 10 (Miscellaneous) shall survive for a period of ten [10] years) from the later of (a) the expiration or termination of this Agreement (including any Exit Assistance Period), or (b) the return or destruction of Using Agency Confidential Information as required by this Agreement.

11.2. No Limitation. The rights and obligations set forth in these IT special conditions exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement. For the avoidance of doubt, the use of County in the PSA or GC shall expressly include Using Agency and vice versa.

11.3. No Waiver of Tort Immunity. Nothing in this Agreement waives immunity available to the Using Agency under Law, including under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

11.4. No Click-Wrap or Incorporated Terms. The Using Agency is not bound by any content on the Contractor's website, in any click-wrap, shrink-wrap, browse-wrap or other similar document, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the Using Agency has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by the County's Chief Procurement Officer. It is understood and acknowledged that Third Party software licensed under Exhibit 2 of the PSA may have click-wrap or incorporated terms and conditions.

11.5. Change Requests. Except as otherwise set forth in this Agreement, this Section 11.5 shall govern all Change Requests and Change Orders. If either Party believes that a Change Order is necessary or desirable, such Party shall submit a Change Request to the other. Contractor shall provide Using Agency with written notification of such other deviation within five (5) business days after receipt of the Change Request. In the event of a Using Agency-initiated Change Request, within five (5) business days of Contractor's receipt of such Change Request, Contractor shall provide to Using Agency a written statement describing in detail: (a) the reasonably anticipated impact on any Services and Deliverables as a result of the Change Request including, without limitation, Changes in Software and Equipment, and (b) the fixed cost or cost estimate for the Change Request. If Licensor submits a Change Request to Customer, such Change Request shall include the information required for a Change Response.

11.6. Change Orders. Any Change Order that increases the cost or scope of the Agreement, or that materially affects the rights or duties of the Parties as set forth the Agreement, must be agreed upon by the Using Agency in a writing executed by the County's Chief Procurement Officer. In all cases, the approval of all Change Requests and issuance of corresponding Change Orders must comply with the

County's Procurement Code. If either Party rejects the other's Change Request, Contractor shall proceed to fulfill its obligations under this Agreement.

11.7. New Technologies. The County is aware that technology is evolving rapidly and that the Contractor may be in the process of improving its existing products or services; or making available new technologies to its commercial and governmental customers. In this regard, the Contractor shall promptly inform the County of all improvements to the Contractor's existing technologies relevant to any component of the System, including the Contractor's Software. At the County's request, and at no additional charge, Contractor shall provide the County with any new features, functions, revisions, enhancements, modifications or improvements of the Contractor's Software that the Contractor generally makes available to other similarly-situated customers without charge during the Warranty Period, and as long as the County pays maintenance and support fees.

EXHIBIT 5

IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT

CONTRACT NO.
1518-14681

OCPO ONLY:
○ Disqualification
○ Check Complete

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.:	Vendor Reference Proposal, ITPS Implementation	Date:	January 6, 2015
Total Bid or Proposal Amount:	$12, 791,017	Contract Title:	Integrated Tax Processing System (ITPS)
Contractor:	Revenue Solutions, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute:	Clarity Partners, LLC
Authorized Contact for Contractor:	Brian Ridderbush	Authorized Contact for Subcontractor/Supplier/ Subconsultant:	David Namkung
Email Address (Contractor):	BRidderbush@RSImail.com	Email Address (Subcontractor):	d.namkung@claritypartners.com
Company Address (Contractor):	42 Winter Street, Suite 36	Company Address (Subcontractor):	227 W. Monroe St., Suite 3950
City, State and Zip (Contractor):	Pembroke, MA 02359	City, State and Zip (Subcontractor):	Chicago, IL 60606
Telephone and Fax (Contractor)	916-780-8741 x400 office 916-780-8743 fax	Telephone and Fax (Subcontractor)	312-920-0550 office 312-920-0554 fax
Estimated Start and Completion Dates (Contractor)	10/1/15 to 6/30/18	Estimated Start and Completion Dates (Subcontractor)	10/1/15 to 3/30/18

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Professional Information Technology Services on Time/Materials Basis	$902,824

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor: Revenue Solutions, Inc.

Name: Christopher L. Barlow

Title: Chief Financial Officer

Prime Contractor Signature: Christopher L. Barlow — Date: 8-28-15

EXHIBIT 6

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	**Goals**	
	MBE	**WBE**
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is 35%.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.

2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.

3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.

4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

B. Where a Person listed under the Contract was previously considered to be a MBE or

WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:
Contract Compliance Director
Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502

TONI PRECKWINKLE
PRESIDENT
Cook County Board of Commissioners

RICHARD R. BOYKIN
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO, JR.
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

Sean M. Morrison
17th District

OFFICE OF CONTRACT COMPLIANCE
JACQUELINE GOMEZ
DIRECTOR
118 N. Clark, County Building, Room 1020 ● Chicago, Illinois 60602 ● (312) 603-5502

September 2, 2015

Ms. Shannon E. Andrews
Chief Procurement Officer
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 1418-14681
Integrated Tax Processing System Reference

Dear Ms. Andrews:

The following bid for the above-referenced contract has been reviewed for compliance with the General Conditions regarding the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the goals of 35% MBE/WBE overall participation.

Bidder: Revenue Solutions, Inc.
Bid Amount: $10,971,946.00

MBE/WBE	Status	Certifying Agency	Commitment
Clarity Partners, LLC	MBE (8)	Cook County	14% (Direct)*

*Commitment is based on the total value of professional services of $6,599,996.00

Waiver Granted: The specifications and necessary requirements for performing this contract make it impractical and economically infeasible to divide the contract to enable the utilize MBEs and/or WBEs in accordance with the applicable participation.

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Additional MBE/WBE Forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ate

Cc: Richard Sanchez, Office of the Chief Procurement Officer
Regine Nazaire, Bureau of Technology

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

___ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)

___ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)

X Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II. [X] **Direct Participation of MBE/WBE Firms** [ ] **Indirect Participation of MBE/WBE Firms**

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Clarity Partners, LLC.

Address: 227 W. Monroe Street, Suite 3950, Chicago, Illinois 60606

E-mail: D.Namkung@claritypartners.com

Contact Person: David Namkung, Partner Phone: 312-920-0550

Dollar Amount Participation: $ $902,824

Percent Amount of Participation: 14% of professional services 9-3-15 9-3-15 %

*Letter of Intent attached? 9-3-15 Yes X No ___
*Current Letter of Certification attached? Yes X No ___

MBE/WBE Firm: no others

Address: ___

E-mail: ___

Contact Person: ___ Phone: ___

Dollar Amount Participation: $ ___

Percent Amount of Participation: ___ %

*Letter of Intent attached? Yes ___ No ___
*Current Letter of Certification attached? Yes ___ No ___

Attach additional sheets as needed.

09-03-15 A10:09 IN

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Clarity Partners, LLC

Certifying Agency: Cook County

Contact Person: David Namkung, Partner

Certification Expiration Date: October, 2015

Address: 227 W. Monroe Street, Suite 3950

Ethnicity: Asian American

City/State: Chicago, Illinois Zip: 60606

Bid/Proposal/Contract #: Contract #: 1490-13800

Phone: 312-920-0550 Fax: 312-920-0554

FEIN #: 80-0123899

Email: D.Namkung@claritypartners.com

Participation: [X] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Will provide IT professional services to RSI, as prime contractor, on a "time and materials" basis. These services are for approx. $411,000 for developers and interface analysts to create interfaces and data conversion programs to/from legacy computer systems. In addition, $492,000 of services will be contract for to perform software testing and documentation.

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:
$902,824. Percentage: ~~14~~% of total professional services. Terms of payment: within 30 days of an acceptable invoice. See also page 9 of Deliverable Payment Schedule, Contract Exhibit 2.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (*M/WBE*)	Signature (*Prime Bidder/Proposer*)
David Namkung	Christopher L. Barlow
Print Name	Print Name
Clarity Partners, LLC	Revenue Solutions, Inc.
Firm Name	Firm Name
9/1/2015	9/1/15
Date	Date
Subscribed and sworn before me	Subscribed and sworn before me
this 1 day of September, 2015.	this 1 day of SEPTEMBER, 2015.
Notary Public	Notary Public
SEAL	SEAL

"OFFICIAL SEAL"
JENNIFER TELLO
Notary Public, State of Illinois
My Commission Expires 3/12/2018

THERESIA CANNIFF
MY COMM. EXPIRES MAY 29, 2020
NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS

09-03-15 A10:09 IN

Revised: 1/29/14

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

☐ **FULL MBE WAIVER** ☐ **FULL WBE WAIVER**

☒ **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

21.624 % of Reduction for MBE Participation
_____% of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

☒ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

☒ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

☒ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

☒ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

☒ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**

☐ (2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

☐ (3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**

☐ (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**

☒ (5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

Revenue Solutions, Inc.

EXPLANATION TO SELECTED ITEMS:

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION – FORM 3

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

XX ☐ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

This contract is for acquisition and installation of specialized COTS Tax Processing software that is built and maintained by a single vendor, Revenue Solutions, Inc. (RSI). RSI itself is not a MBE or WBE. Due to the unique nature and application of tax administration software, there is a limited market for it (53 states/10 cities) in the United States. Thus, there are limited opportunities for MBE/WBE to learn the taxation business and the software that serves the market.

At present, there are only 2 providers of Tax Administration software in the U.S., RSI and Fast Enterprises. Both RSI and Fast provide their own staff to implement the software and occasionally use 3rd parties for peripheral tasks, such as interfaces, conversion, and hardware. In addition, a firm that is prime contractor for a project like this does not want to take the risk of using unknown staff with general purpose skills and "hope" that they work out. With a small on site staff (8 total on site is anticipated) the project will quickly turn risky if just one staff member drops out or has to be replaced.

XX ☐ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

See response to #1. RSI is planning to delegate as much general purpose IT Business Analyst/Developer and Testing skills sets to Clarity Partners as can be afforded at this time. Clarity will develop interfaces and convert data from existing legacy systems. They will also help test the application software with the converted data in the new Tax processing system. Our goal is to increase the share as time and resources permit.

XX ☐ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

RSI did not anticipate having to use M/WBE's on this project when its proposal was originally submitted. There was not a requirement in County's solicitation to do so, and thus the additional cost and risk associated with using local certified DBE/WBE firms, which were unknown to RSI, were not anticipated.

XX ☐ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

See response #1 above.
This contract is for acquisition and installation of specialized COTS Tax Processing and Administrative software that is built and maintained by a single vendor, Revenue Solutions, Inc. (RSI). RSI is not, and does not qualify as, a Cook County MBE or WBE. After a review of the MBE's and WBE's that are on the Cook County approved list, there are not MBE's or WBE's that are trained and/or clearly have the skills necessary to assist with implementing RSI's core proprietary software product, called Revenue Premier. Thus, we propose to use one local partner firm, Clarity Partners, who has experience with the County's current IT systems and possesses staff with skills in those technologies.

Clarity has available resources that can assist with the peripheral tasks of this project, namely interfaces, conversion and general business analyst tasks. However, RSI has not worked with Clarity before, nor do we know their staff. It presents a risk to the project that their staff can adapt to the unique tasks required by this tax software implementation and quickly add value. For this reason we plan to use Clarity for the tasks indicated only, see how they work out, and if there is an opportunity, increase their share later.

Furthermore, for intellectual property reasons, is it not feasible or economically possible to share knowledge of RSI's application code, and it would be quite expensive (and lengthy) to train new resources to be quickly proficient. We are comfortable at this time with allocating an 14% share of the professional services for this project to Clarity.
BJR 9-3-15
As explained above, another unique aspect of this project is there will be a limited on-site presence of 8 people on site. Some of the technical work will be done offsite by RSI's solution center. With this small of a local team, and limited qualifications, it is not possible to meet Cook County's objectives. RSI anticipates being able to staff two positions on the team at this time but qualified candidates need to be interviewed and selected. RSI is in the process of conducting those interviews at this time.

Given the hours and dollars available for staffing on the project, RSI has agreed to subcontract 14% of the professional services content to Clarity.
BJR 9-3-15
Of note – Cook County has decided to provide the hardware and related components of the project themselves. Thus an opportunity to use DBE/WBE resources is now not available to us.

B. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

[X] (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**

a. **Contacted existing M/WBE vendors that RSI uses in its Solution Centers and other project sites to see if they can be certified in Cook County. These vendors are: UML, Rose International, Avent IT Solutions, Sancroft USA, Secureapp, etc. RSI currently uses $1.8M in outside labor annually from these firms. However, none of them are certified in Cook County or City of Chicago**

b. **RSI contacted Winnett Civic, Inc. a known tax administration firm located in Chicago. Winnett is a small firm and did not have resources available. They are not MWBE certified. However, Winnett referred us to Clarity Partners**

c. **RSI has spent time interviewing staff from Clarity and is comfortable with the roles they can fill at this time. The roles are technical developers and a business analyst. Since Clarity is**

familiar with Cook County IT systems, in particular the IVR and cashiering components, RSI is comfortable with the risk of adding Clarity to RSI's team.

d. **RSI reviewed the website of other certified MBE/WBE firms. There was not a firm with tax or technical qualifications on the list. Furthermore, there simply is not enough share to go around on a project of this size, and thus our plan is to increase Clarity's share assuming their staff work out and we can find meaningful roles.**

☐ (2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

☐ (3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**

☐ (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**

☒ (5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

See response to Category B above. This procurement was conducted as a "Request for Reference Proposal" and as such, solicitations for MBE/DBE were not made in advance at the time of the proposal. RSI was not aware of a requirement to use MWBE staff in bidding the project.

C. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

09-03-15 A10:09 IN

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

DEC 23 2014

David C. Namkung
Clarity Partners, LLC
227 West Monroe, Suite 3950
Chicago, IL 60602

Dear David C. Namkung:

We are pleased to inform you that **Clarity Partners, LLC** has been re-certified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **11/01/2015**; however your firm's certification must be re-validated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

Your firm's five year certification will expire on **11/01/2015**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **09/01/2015.**

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

09-03-15 A10:09 IN

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the City by falsely representing the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than $5,000 and not more than $10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):
518210 – Data entry services
518210 – Web hosting
541511 – Applications software programming services, custom computer
541511 – Computer program or software development, custom
541511 – Computer programming services, custom
541511 – Computer software analysis and design services, custom
541511 - Computer software programming services, custom
541511 – Computer software support services, custom
541511 – Programming services custom computer
541511 – Software analysis and design services, custom computer
541511 – Software programming services, custom computer
541511 – Web (i.e., Internet) page design services, custom
541512 – Computer hardware consulting services or consultants
541512 – Computer software consulting services or consultants
541512 – Computer systems integration analysis and design services
541512 – Computer systems integration design consulting services
541512 – Computer systems integrator services
541512 – Information management computer systems integration design services
541512 – Network systems integration design services, computer
541512 – Office automation computer systems integrations design services
541512 – Systems integration design consulting services, computer
541512 – Systems integration design services, computer
541611 – Administrative management consulting services
541611 – Business management consulting services
541611 – Financial management consulting (except investment advice) services
541611 – General management consulting services
541611 – Reorganizational consulting services
541611 – Strategic planning consulting services

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise and Woman Business Enterprise goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/sl

EXHIBIT 7

EVIDENCE OF INSURANCE

Client#: 123051 REVENUESOL

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/08/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
HUB International New England
222 Milliken Blvd
Fall River, MA 02722
508 235-2200

CONTACT NAME: Cathi Lawrence
PHONE (A/C, No, Ext): 508-235-2207 FAX (A/C, No): 866-569-4091
E-MAIL ADDRESS: catherine.lawrence@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Ins Co of Hartfor	20478
INSURER B : Continental Casualty Company	20443
INSURER C : Continental Insurance Co	35289
INSURER D : Westchester Fire Ins Co	10030
INSURER E : Hiscox	10200
INSURER F : Valley Forge	20508

INSURED
Revenue Solutions, Inc.
42 Winter Street Suite 36
Pembroke, MA 02359

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			4024725342	07/22/2015	07/22/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
F	AUTOMOBILE LIABILITY			4025697136	07/22/2015	07/22/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			4024725356	07/22/2015	07/22/2016	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC4024725373	07/22/2015	07/22/2016	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N / A		C WC424647774	07/22/2015	07/22/2016	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional			G27158584001	08/09/2015	08/09/2016	5,000,000	
E	Excess Profe			USUCS268744114	08/09/2015	08/09/2016	5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Cook County Professioinal Service Agreement
Cook County is named as an additional insured on a primary and non-contributory basis as required by written contract for the project referenced.
Professional and Excess Professional Laibility coverage includes Network Security & Privacy Liability Coverages.

CERTIFICATE HOLDER

Cook County Chief Procurement Officer
118 North Clark Street Room 118
Chicago, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Zawlinski

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EXHIBIT 8

BOARD AUTHORIZATION

Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #:	15-4086 **Version:** 1	**Name:**	Revenue Systems, Inc., Pembroke, Massachusetts
Type:	Contract Amendment (Technology)	**Status:**	Approved
File created:	6/17/2015	**In control:**	Board of Commissioners
On agenda:	9/9/2015	**Final action:**	9/9/2015

Title: PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: Revenue Solutions, Inc., Pembroke, Massachusetts

Request: Authorization for the Chief Procurement Officer to enter into and execute contract

Good(s) or Service(s): Integrated Home Rule Tax Processing System

Contract Value: $10,971,946.00

Contract period: Contract period: 10/1/2015 - 9/30/2019 9/30/2020 with five (5) one (1) year renewal options

Potential Fiscal Year Budget Impact: FY 2015 $1,045,000.00; FY 2016 $4,368,000.00; FY 2017 $3,087,992.00; FY 2018 $1,182,500.00; FY 2019 $637,809.00; FY 2020 $650,645.00

Accounts: 1300906429

Contract Number(s): 1518-14681

Concurrence(s):
The vendor has met the Minority and Women Business Enterprises Ordinance.

The Chief Procurement Officer concurs

Summary: In cooperation with the Department of Revenue (DOR), the Bureau of Technology is respectfully requesting approval of Contract No. 1518-14681 with Revenue Systems, Inc. to implement an Integrated Tax Processing System (ITSP). The ITSP will allow the Department of Revenue's taxpayers to register, file returns, and pay their taxes within a single application. In addition, it will provide analytical tools to DOR's compliance division allowing them to effectively enforce the County's home rule taxes. The solution would process all Home Rule Taxes with the exception of Non Retailer Use Tax.

This is a comparable Government Procurement pursuant to Section 34-140 of the Cook County Procurement Code. Revenue Solutions, Inc. was previously awarded a contract by the State of Rhode Island through a competitive Request for Proposal process. Cook County wishes to leverage this procurement effort.

Sponsors:

Indexes: SIMONA ROLLINSON, Chief Information Officer, Bureau of Technology, ZAHRA ALI, Director, Department of Revenue

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
9/9/2015	1	Board of Commissioners	approved as amended	Pass

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EXHIBIT 9

ECONOMIC DISCLOSURE STATEMENT

CONTRACT NO.
1518-14681

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

***THE APPLICANT HEREBY CERTIFIES THAT*:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

***THE APPLICANT HEREBY CERTIFIES THAT*:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

***THE APPLICANT HEREBY CERTIFIES THAT**: The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

***THE APPLICANT HEREBY CERTIFIES THAT:** It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name Address

None

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes:_____ No: X

b) If yes, list business addresses within Cook County:

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes:_____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) X The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

None

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or *"Legal Entity"* means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [X] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name Revenue Solutions, Inc.

D/B/A: _____ FEIN NO.: 04-3312927

Street Address: 42 Winter Street

City: Pembroke State: MA Zip Code: 02359

Phone No.: 781-826-1546 Fax Number: 781-826-1324 Email: tcanniff@rsimail.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Mark C. Havens	5020 Independence Ave. Bronx, NY 10471	45%
Paul G. Panariello	3 Stonehill Lane, Milton, MA 02186	35%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [XX] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Mark C. Havens	5020 Independence Ave. Bronx, NY 10471	President	Ongoing
Paul G. Panariello	3 Stonehill Lane, Milton, MA 02186	VP/Secretary	Ongoing
Christopher L. Barlow	12 Back River Way, Duxbury, MA 02332	Treasurer/Asst Sec.	Ongoing

Declaration (check the applicable box):

[X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[X] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Christopher L. Barlow
Name of Authorized Applicant/Holder Representative (please print or type)

CFO, Treasurer, & Asst. Secretary
Title

Signature

8/25/15
Date

CBarlow@RSImail.com
E-mail address

781-826-1546
Phone Number

Subscribed to and sworn before me
this 25th day of AUGUST, 2015.

X
Notary Public Signature

My commission expires:

Notary Seal

THERESIA CANNIFF
MY COMM. EXPIRES
MAY 29, 2020
NOTARY PUBLIC
COMMONWEALTH OF
MASSACHUSETTS

CONTRACT NO. 1518-14681

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than $25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of $100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

☐ Parent	☐ Grandparent	☐ Stepfather
☐ Child	☐ Grandchild	☐ Stepmother
☐ Brother	☐ Father-in-law	☐ Stepson
☐ Sister	☐ Mother-in-law	☐ Stepdaughter
☐ Aunt	☐ Son-in-law	☐ Stepbrother
☐ Uncle	☐ Daughter-in-law	☐ Stepsister
☐ Niece	☐ Brother-in-law	☐ Half-brother
☐ Nephew	☐ Sister-in-law	☐ Half-sister

CONTRACT NO. 1518-14681

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Revenue Solutions, Inc.

Address of Person Doing Business with the County: 42 Winter Street, Suite #36, Pembroke, MA 02359

Phone number of Person Doing Business with the County: 781-826-1546

Email address of Person Doing Business with the County: TCanniff@RSImail.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Theresia Canniff, Operations Manager, 781-709-5113

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

1490-13800

The aggregate dollar value of the business you are doing or seeking to do with the County: $ $12,791,017

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

Regine Nazaire, PMO Program Manager, 312-503-1411 Regine.Nazaire@cookcounty.govil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

Same as above line

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

XX The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

CONTRACT NO. 1518-14681

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

☐ The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

If more space is needed, attach an additional sheet following the above format.

☐ The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

8/25/15
Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"*Contract*" means any written document to make Procurements by or on behalf of Cook County.

"*Person*" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"*Procurement*" means obtaining supplies, equipment, goods, or services of any kind.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1518-14681

County Using Agency (requesting Procurement): Department of Revenue and Bureau of Technology

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Revenue Solutions, Inc.

Substantial Owner Complete Name: Mark C. Havens and Paul G. Panariello

FEIN# 04-3312927

Date of Birth: 8/10/61 and 5/9/63 E-mail address: MHavens@RSImail.com & PPanariello@RSImail.com

Street Address: 42 Winter Street, Suite #36

City: Pembroke State: MA Zip: 02359

Home Phone: (347) 346-5955 & 617-698-2465 Driver's License No: 825775469 & S73287945

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., ~~YES~~ X NO

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., ~~YES~~ X NO

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., ~~YES~~ X NO

Employee Classification Act, 820 ILCS 185/1 et seq., ~~YES~~ X NO

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., ~~YES~~ X NO

Any comparable state statute or regulation of any state, which governs the payment of wages ~~YES~~ X NO

If the Person/Substantial Owner answered **"Yes"** to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
~~YES~~ ***NO***

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
~~YES~~ ***NO***

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
~~YES~~ ***NO***

Other factors that the Person or Substantial Owner believe are relevant.
~~YES~~ **NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____ Date: 8/25/15

Name of Person signing (Print): MARK C. HAVENS, PAUL G. PANNELLA Title: PRESIDENT, EX VICE PRESIDENT

Subscribed and sworn to before me this 25th day of AUGUST, 2015

X _____ _____

Notary Public Signature **Notary Seal**

Note: The above information is subject to verification prior to the award of the Contract.

TERESIA CANNIFF
MY COMM. EXPIRES MAY 29, 2020
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

CONTRACT NO. 1518-14681

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Revenue Solutions, Inc.	Mark C. Havens
Corporation's Name	President's Printed Name and Signature
781-826-1546	MHavens@RSImail.com
Telephone	Email
	8/25/15
Secretary Signature	Date

Execution by LLC

LLC Name	*Member/Manager Printed Name and Signature
Date	Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name	*Partner/Joint Venturer Printed Name and Signature
Date	Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature	Assumed Name (if applicable)
Date	Telephone and Email

Subscribed and sworn to before me this
25th day of AUGUST, 2015.

My commission expires:

Notary Public Signature

Notary Seal

THERESIA CANNIFF
MY COMM. EXPIRES MAY 29, 2020
NOTARY PUBLIC OF COMMONWEALTH OF MASSACHUSETTS

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

CONTRACT NO. 1518-14681

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 1 DAY OF October, 20 15.

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1518-14681

OR

ITEM(S), SECTION(S), PART(S): N/A

TOTAL AMOUNT OF CONTRACT: $ 10,971,946.00

(DOLLARS AND CENTS)

FUND CHARGEABLE:

APPROVED BY BOARD OF COOK COUNTY COMMISSIONERS

SEP 09 2015

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY
(Required on contracts over $1,000,000.00)

9/9/15
Date

ATTACHMENT 1

STATE OF RHODE ISLAND, DEPARTMENT OF REVENUE, DIVISION OF TAXATION, INTEGRATED TAX SYSTEM AGREEMENT

INTEGRATED TAX SYSTEM AGREEMENT

This Integrated Tax System Agreement (this "Agreement') is entered into as of the 26th day of April, 2013 (the "Effective Date"), by and between the STATE of RHODE ISLAND, acting by and through the DEPARTMENT of REVENUE, on behalf of the DIVISION of TAXATION, with a principal place of business of One Capitol Hill, Providence, Rhode Island 02908 (the "State"), and REVENUE SOLUTIONS, INC., a corporation organized and existing under the laws of the Commonwealth of Massachusetts, qualified to do business in the State of Rhode Island with a principal place of business of 42 Winter Street, Pembroke, Massachusetts 02359 (the "Contractor").

RECITALS

The Rhode Island Department of Administration, Division of Purchases (the "Division") issued Request for Proposals # 7458282 dated November 14, 2012, as amended by Addendum 1 dated November 15, 2012, Addendum 2 dated December 10, 2012, Addendum 3 dated December 18, 2012 and Addendum 4 dated December 20, 2012 (together the "RFP"), on behalf of the State of Rhode Island acting by and through the Department of Revenue, on behalf of the Division of Taxation (the "State"), to engage a contractor to provide a Commercial- Off- The Shelf Integrated Tax System, including Software, Hardware, front-end imaging and data capture functions, related implementation, and maintenance and support services.

Contractor submitted a proposal in response to the RFP dated January 15, 2013 (the "Proposal");

The State evaluated the Proposal and identified Contractor as the successful bidder for the RFP;

Contractor desires to enter into a contract with the State to meet the needs of the State for such a system and associated services; and

The State and the Contractor have agreed that the terms and conditions of this Agreement shall govern Contractor's furnishing of such a system and all services necessary to satisfy all of the requirements set forth in the RFP.

THEREFORE, in consideration of the representations, warranties, promises and covenants contained herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree to the foregoing and as follows:

1. **PRECATORY CLAUSES**. The precatory clauses are incorporated herein and made a part of this Agreement.

2. **CONTRACT, ORDER OF PRECEDENCE.**

   2.1 Agreement Documents. This Agreement consists of the following Documents:

   - The Agreement;

- The Proposal, incorporated herein by reference; and,
- The RFP, incorporated herein by reference.

2.2 Order of Precedence.

2.2.1 Except as expressly set forth in this Section 2, in the event of any inconsistency or conflict between the various contract documents (this Agreement, the Proposal, the RFP, and other documents attached to any such documents) incorporated by reference within this Agreement or which incorporate this Agreement, the following order of precedence shall prevail:

(a) the General Conditions of Purchase incorporated herein by reference (excluding Section 29 thereof);

(b) this Agreement (including documents attached to this Agreement);

(c) the Proposal; and

(d) the RFP.

3. DEFINITIONS. Capitalized terms used in this Agreement, including in any schedules, exhibits, attachments, addenda and other documents attached to or otherwise made a part of this Agreement shall be given the meaning in Exhibit 1, Definitions, attached hereto and made a part hereof, unless context requires otherwise or a unique meaning is otherwise specified. Other capitalized terms used in this Agreement are defined in the context in which they are used and shall have the meanings ascribed to them therein.

4. TERM OF CONTRACT, EXTENSIONS.

4.1 Term. The Term of this Agreement shall begin on the Effective Date of this Agreement and end after five (5) years from the Effective Date, unless earlier terminated or extended as provided herein. The Term shall include implementation, acceptance, project closeout, maintenance and support services and warranty.

4.2 Extensions. The Term of this Agreement may be extended, at the sole discretion of the State, for up to ten (10) years for maintenance and support. The maintenance and support renewals shall be for the following durations: four (4) years, two (2) years, two (2) years and two (2) years. The State shall give written notice of the exercise of its right to extend the Term at least ninety (90) days prior to the expiration of the then current Term. Each such extension shall be upon all

of the same terms and conditions of this Agreement, as applicable, unless otherwise agreed in writing by the State in its sole discretion.

5. RELEASES, CRITICAL EVENTS DEADLINES

5.1 Releases. Contractor shall implement the Integrated Tax System in three (3) Releases. Each of the three Releases encompasses a series of Deliverables and Work Products. Time is of the essence in Contractor's performance of its obligations under this Agreement. Contractor must complete performance in timely manner and achieve all Work Products and Deliverables in accordance with applicable Deadlines.

5.2 Critical Events Deadlines. Contractor's accomplishment of all Deliverables in accordance with the requirements of this Agreement and by the applicable Deadlines is critical to the State's ability to accomplish its missions, including its ability to operate, maintain and support its own Integrated Tax System. Each Release contains certain Deliverables that Contractor must meet, and Contractor hereby agrees to, by the stated respective definitive Deadlines ("Critical Events Deadlines").

6. RELEASE 1: Off-line Taxes as defined in Exhibit 2. Release 1 Deliverables and Work Products. Release 1 consistent with the Release Plan, Exhibit 2, attached hereto and made a part hereof and the Deliverables, Work Products, and Payments, Exhibit 3, attached hereto and made a part hereof.

7. RELEASE 2: Personal Income Tax as defined in Exhibit 2. Release 2 Deliverables and Work Products. Release 2 consistent with the Release Plan, Exhibit 2, and the Deliverables, Work Products, and Payments, Exhibit 3.

8. RELEASE 3: Remaining Tax Types as defined in Exhibit 2. Release 3 Deliverables and Work Products. Release 3 consistent with the Release Plan, Exhibit 2, and the Deliverables, Work Products, and Payments, Exhibit 3.

9. REMEDIES FOR FAILURE TO MEET DELIVERABLE DEADLINES.

9.1 Contractor acknowledges and agrees that its failure to fully meet Deliverable Deadlines may cause substantial damages to the State including loss of State funds and other financial damages. If Contractor fails to achieve any Deliverable by the applicable Deadline plus a reasonable grace period that is pre-approved by the State in writing and it is determined by the State that such delay will cause substantial damages to the State, the State may exercise its right to terminate this Agreement, in whole or in part, and declare Contractor in default as the State deems necessary, in its sole discretion, and Contractor shall be liable to the State for any and all damages incurred by the State including:

9.1.1 Any difference between the lesser of the maximum presently allowed State funding and the Total Purchase Price and the amount actually paid under this Agreement, minus any extended maintenance and support;

9.1.2 Any penalty, sanction or other amounts or other claims assessed by other State vendors against the State; and

9.1.3 Notwithstanding the foregoing or any provision of this Agreement to the contrary, the above remedies and liabilities are in addition to any other remedy and liability contained herein, and the State may pursue any other remedies available to it in equity and law.

9.2 The Contractor shall provide prompt notice to the State, but no more than five (5) days after Contractor's discovery of any delay being caused by any other persons or entities that will cause Contractor to fail to deliver a Deliverable in a timely manner. Failure to provide such notice shall make the Contractor responsible for the delay.

10. PAYMENTS.

10.1 Deliverable Payments. Except as otherwise provided herein, the State shall pay the Contractor the Deliverable Payments listed in Exhibit 3, within thirty (30) working days of the State's receipt of a correct and undisputed invoice, subject to Rhode Island General Laws Title 42-11.1 titled "Prompt Payment by Department of Administration" and: (a) the State's Acceptance of all work required for the achievement and completion of the Deliverable for which payment is sought; and (b) David Sullivan, Tax Administrator, or his designee's ("Program Sponsor") written agreement that the applicable Deliverable has been fully and satisfactorily achieved or completed.

10.2 Maintenance and Support Payments. The State shall pay Contractor the annual price of Maintenance and Support of the Integrated Tax System as contained in Exhibit 3, attached hereto and made a part hereof and as provided in the Proposal. These costs shall be invoiced yearly.

10.3 Maximum Payments. Notwithstanding any provision of this Agreement to the contrary, unless a Change Order is issued, the total maximum amount payable under this Agreement shall not exceed the sum of all Deliverable Payments and the sum of all amounts due under Sections 10.1 and 10.2 (the "Total Purchase Price").

10.4 Other Costs and Expenses. Except for fixed Deliverable Payments and Maintenance and Support Payments listed in Exhibit 3, the State shall have no liability to Contractor for any payments or reimbursement, including any costs associated with transportation, delivery, drayage, parcel post, packing, cartage, insurance, license fees, permits, out of pocket expenses, salaries, benefits,

employment taxes, travel, entertainment, lodging, meals, or bonds, unless otherwise provided in this Agreement. Contractor acknowledges and agrees that the State is exempt from taxes regarding performance of the scope of work under this Agreement, and that the State shall have no liability for payment of or reimbursement to Contractor for any taxes. All taxes levied in connection with this Agreement, shall be borne by Contractor.

10.5 Invoices. Contractor shall submit detailed and correct invoices to the Program Sponsor for all Deliverable Payments and any other payments required of the Program Sponsor under this Agreement. The invoices and data underlying each invoice shall be delivered to the Program Sponsor electronically (if requested by the Program Sponsor in a format compatible with the State's accounting systems. All invoices submitted shall be subject to the approval of the Program Sponsor. Invoices must be in a format acceptable to the State, and include the following information:

(a) The Agreement Number;

(b) Itemization of the Deliverable for which payment is sought and requirements satisfied, and the applicable Acceptance date(s) triggering payment; and

(c) Total amount due listed by Deliverable.

10.6 Advance Payments Prohibited. No advance payment shall be made pursuant to this Agreement, except for the annual price of Maintenance and Support which is paid at the start of each maintenance year.

10.7 Overpayments to Contractor. Contractor shall pay to the State the full amount of any erroneous payment or overpayment within thirty (30) days of Contractor's detection or receipt of notice from the State of any such erroneous payment or overpayment.

10.8 Credits. The State may, in its sole discretion, apply and offset any credits and other amounts due to the State from Contractor under this Agreement against Contractor's invoices.

11. CONTINGENCIES. Contractor acknowledges and agrees that this Agreement is contingent upon both: (a) the availability of State funds; and (b) the continuance of applicable State and Federal Laws and Regulations in effect on the Effective Date of this Agreement. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State, including without limitation, the obligation to make any payments under this Agreement, are fully contingent upon the availability of State funds in the current or any future State fiscal year, and in no event shall the State be liable for any payments in excess of such available funds. The State does not represent or guarantee, expressly or impliedly, that it will have available funds to make any payments

pursuant to this Agreement. If any funding is delayed, reduced or eliminated in the current or any future fiscal year, or any change (including as a result of any changes to law, regulation, federal or State guidance, or resulting from decisional law) is made to any applicable State and Federal Laws and Regulations, the State shall so notify Contractor, and the State may, at its sole discretion, terminate or suspend this Agreement, in whole or in part, as it deems appropriate or necessary, without any liability, penalty or damages owed to Contractor, other than payment for work completed and accepted by the State through such termination or suspension. The State may, at its sole discretion, determine which portions of the Project will continue and which will be terminated.

12. CONTRACTOR PROJECT STAFF and CONTRACTOR REQUIREMENTS.

12.1 Project Staff. Contractor shall staff the Project in accordance with the requirements of the RFP, including Section 4.6.4 of the RFP (Proposed Staff), and the Proposal. (To the extent there are any discrepancies in regard to Project Staff between the RFP and the Proposal, Exhibit 4, Contractor Project Staff; attached hereto and made a part hereof shall govern). All work required to be performed by Key Staff will be performed only by the specific individuals identified by Contractor listed in Exhibit 4. Contractor shall not use any individual to perform work under this Agreement in lieu of Key Staff without the prior written consent of the State. Any breach of this Section 12 shall constitute a material default by Contractor, in the State's sole discretion.

12.1.1 Contractor Project Manager.

(a) Contractor shall assign the Contractor Project Manager identified in the Proposal.

(b) The Contractor Project Manager shall be fully qualified to perform the tasks required of that position under this Agreement.

(c) The Contractor Project Manager shall devote his or her best efforts on the Project, and be on site full-time for the duration of the Project.

12.1.2 Key Staff. Key Staff shall consist of the individuals in the specific roles identified in the Proposal, including the key roles contained in Section 4.6.4 of the RFP (Proposed Staff). All Key Staff shall be assigned to perform the Services on such basis (e.g., full time assignment or otherwise) as needed to ensure that the Services required hereunder are provided in an efficient and timely manner and in accordance with this Agreement. Key Staff shall devote his or her best efforts on the Project and be on site in accordance with the scheduled commitment stated in Exhibit 4. No re-deployment of any Key Staff may be made by Contractor without the prior written consent of the State and made thirty (30) days in advance of re-deployment. The Contractor agrees to supply the Key Staff

proposed for the duration proposed, throughout the Term other than for just cause. "Just Cause" is defined as death, resignation, termination or military recall.

12.1.3 Project Director. Contractor shall designate a Project Director who shall be assigned to this Agreement. The Project Director shall have the authority to enter into any modifications of this Agreement on behalf of Contractor and otherwise commit Contractor to any course of action, undertaking, obligation, or responsibility in connection with Contractor's performance of this Agreement, and shall be responsible on behalf of Contractor for all contractual matters.

12.1.4 Reassignment/Replacement of Contractor Personnel.

(a) During the Term, the State reserves the right to require Contractor to reassign or otherwise remove from the Project any Project Staff who are found to be unacceptable by the State for any non-discriminatory reason. Upon being notified in writing by the State Project Manager that an individual Project Staff member is unacceptable, Contractor shall remove that individual within thirty (30) calendar days from any assignments related to this Agreement, unless circumstances warrant immediate removal, and follow the replacement process described herein.

(b) No reassignment of any Key Staff may be made without the prior written consent of the State, except for Just Cause.

(c) If any Key Staff becomes unavailable, Contractor, within twenty (20) calendar days of Contractor's receipt of said individual's unavailability, shall provide the State the resume of three (3) proposed replacements and offer the State an opportunity to interview each person and select the most appropriate replacement candidate. If the State is not reasonably satisfied with the proposed replacement, it shall inform Contractor in writing within three (3) business days after the later of receiving the resumes or completing any interview of the proposed replacement. Such process shall be repeated until a proposed replacement is approved by the State. Contractor shall use best efforts to promptly make such replacement. Replacement of such Key Staff, if approved by the State, shall have equal or greater ability, experience, and training than the individual being replaced.

(d) In the event of any replacement of the Key Staff, if circumstances permit, Contractor shall provide for an appropriate transition (overlap) period for the new individual and use best efforts to minimize any disruption such replacement may cause in the performance of Contractor's obligations under this Agreement.

(e) Contractor may be liable, at the State's discretion, for all reasonable costs and time associated with any unplanned turnover of Project Staff, including, but not limited to, briefing and training any such new personnel.

12.1.5 Supervision and Conduct of Project Staff. Contractor shall be responsible for the performance of all Project Staff, including subcontractors, assigned to provide Services under this Agreement, and shall direct the management of such Project Staff. Contractor shall be exclusively responsible for determining and paying all applicable wages and salaries, including applicable overtime and other premium pay, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance, and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, and other applicable payments, and the filing of all necessary documents, forms and returns pertinent to all of the foregoing, including the following: (a) complying with applicable tax regulatory requirements, including income tax and employment tax withholding regulatory requirements; (b) complying with all applicable regulatory requirements governing the employment relationship between Contractor and Project Staff, including regulatory requirements, as applicable, relating to accommodation of disabilities, equal pay, provision of leave (e.g., FMLA, jury duty, etc.), unlawful discrimination, as well as wage and hour requirements; (c) complying with all applicable workers' compensation insurance coverage regulatory requirements; (d) ensuring that the Project Staff are appropriately licensed and/or supervised to perform their assigned duties in accordance with applicable regulatory requirements; and (e) maintaining all required employment records, including Form I-9, Employment Verification Eligibility, personnel and medical files consistent with applicable regulatory requirement and customary business practices.

12.1.6 Compliance with State and Federal Laws and Regulations and DoIT Policies. In performing the Services, Contractor, Project Staff and each Subcontractor, and its Project Staff shall comply with: all applicable State and Federal Laws and Regulations; applicable DoIT Policies that may be found at www.doit.ri.gov ("DoIT Policies"), including Attachment O to the RFP, Antivirus and Patch Management Standard; any site specific policies or regulations, including execution of any required documents; and, with any and all applicable State or Federal laws or regulations regarding tax information including, but not limited to IRS Publication 1075 as may be further amended by the IRS incorporated herein by reference, and the State of Rhode Island, Department of Revenue Employees/Vendors, Confidentiality Statement January 2013, attached hereto as Exhibit 5 and made a part hereof.

Contractor shall be responsible for the distribution of applicable State and Federal Laws and Regulations to Project Staff to the extent necessary and appropriate.

Contractor shall comply with the requirements of Title VI of The Civil Rights Act Of 1964 (42 USC 2000D *et seq.*); Contractor shall comply with all other provisions applicable to law, including The Americans with Disabilities Act of 1990, as amended; The Governor's Executive Order No. 96-14, which prohibits discrimination on the basis of race, sex, age, national origin, sexual orientation, or disability; The Governor's Executive Order No. 95-11 relating to sexual harassment.

12.1.7 Background Checks. Contractor shall ensure that Project Staff are authorized to work in any jurisdiction in which they are assigned to perform Services and are not otherwise disqualified from performing the Services under applicable State and Federal Laws and Regulations. Contractor certifies, in writing, to the Program Sponsor that it has obtained background checks and obtained a nationwide NCIC III (or iii) criminal background check (or similar background check) on Project Staff obtained not earlier than ninety (90) days before Project Staff commences work on the Integrated Tax System. All Project Staff shall be subject to security clearances as required by the State in its sole discretion.

12.1.8 Substance Abuse Policies for Project Staff. Contractor agrees to comply with the requirements of the Governor's Executive Order No. 89-14; the State's Drug-Free Workplace Policy and in accordance therewith has executed Drug-Free Workplace Policy Contractor Certificate of Compliance which is attached hereto and made a part hereof as Exhibit 6. The State, in its sole discretion, may conduct drug test(s) on any Project Staff (with consent) prior to or during the Term.

12.1.9 Smoke Free Environment. Contractor agrees to comply with the requirements of the Environmental Tobacco Smoke Contractor Certificate of Compliance which is attached hereto and made a part hereof as Exhibit 7.

12.1.10 Written Compliance Requirement. Contractor shall require and cause all Project Staff assigned to work on this Project, to sign a written agreement, in a form reasonably satisfactory to the State, in which such person(s) agrees to comply with (a) applicable State and Federal Laws and Regulations and applicable DoIT policies, and (b) the confidentiality and security provisions of this Agreement.

12.1.11 On-Site Office Accommodations. State shall provide on-site accommodations for the Contractor Project Staff:

a. including: workspace for (cubicles or offices to accommodate 20-25 people containing a desk, phone, chair and office supplies;

b. a PC workstation with the recommended configuration for each Contractor Project Staff member, including monitor, keyboard, mouse, network connection and power;

c. Access to meeting rooms with white boards, tables and chairs;

d. Access to photocopiers, fax machines and paper;

e. Access to at least two projectors for meetings and product demonstrations/reviews;

f. Access to LaserJet printers and paper. At least one printer should be a color LaserJet;

g. LAN access and support;

h. Access during State business hours, as well as 24x7 access as approved by the Division of Taxation, to work space for Project Staff. Administrative access to the Integrated Tax System environments for select members of the RSI Technical Team, as preapproved in writing by the State;

j. Testing and training rooms to accommodate 8-12 Division of Taxation users during the specific times of each Release. The rooms should include desks, chairs, whiteboards, workstations with LAN access and office supplies. These rooms must be reserved in advance; and

k. Contractor should note that no confidential information shall be taken off-site, and any offsite work must be performed in the United States.

12.2 Recordkeeping. With respect to the performance of the Services, Contractor shall, and require its Subcontractors to, maintain all Records in accordance with this Agreement, all applicable State and Federal Laws and Regulations, which are incorporated herein by this reference and related retention and access requirements.

12.2.1 All Records including training records, shall be readily retrievable within three (3) business days for review at the request of the State, the federal government, and the State's internal and external auditors, regulators and other representatives, including customers, clients, vendors, licensees and other Third Parties to the extent the State is legally or contractually obligated to submit to audits by such entities (all such Parties and entities, the "Permitted Auditors"). When an audit is in progress or audit findings are unresolved, records shall be kept for a period of five (5) years or until all issues are finally resolved, whichever is later.

12.2.2 Contractor shall maintain Records for three (3) years after final payment under this Agreement, or the expiration or termination of this Agreement, whichever is later.

12.2.3 Contractor shall keep Records relating to matters in litigation for six (6) years after the termination of the litigation, including all appeals.

12.2.4 All Records shall be subject to examination, inspection, copying, or audit, at any time, by the State, including the State Project Manager and/or his or her designee, and federal government officials so authorized by applicable federal laws or regulations. Access to Records shall be provided within Rhode Island to the State or federal government during the Term, the three (3) year period after the Term and the six (6) year period following any litigation. Such access shall be at no cost to the State or federal government.

12.3 Subcontractors. Contractor, and its Subcontractors, shall include the Records retention and review requirements, and the examination and audit requirements of this Agreement.

12.4 Examination and Audit.

12.4.1 In connection with any and all examinations and audits conducted by the State or the Permitted Auditors, the Parties shall, and Contractor shall require its Subcontractor to, follow the procedures set forth below in Sections (a) through (g).

(a) The State and the Permitted Auditors shall have the right to conduct, at any time, audits of Contractor and its Subcontractors of any type and nature, provided that the Permitted Auditors have agreed in writing to be bound by the confidentiality terms that are substantially similar to those in this Agreement.

(b) Contractor shall provide such cooperation and assistance as may be reasonably requested by the State and/or its Permitted Auditors in conducting any audit, and shall make requested Project Staff and Records available, provided that Project Staff and Records will be deemed available to the State and/or its Permitted Auditors if Contractor provides telephone or other remote access to the Project Staff and electronic versions of Records, unless circumstances otherwise demand. In performing audits, the State shall give Contractor fifteen (15) days advance notice of audits; provided, however, the fifteen (15) day advance notice requirement shall not apply in connection with audits by or in connection with federal governmental authorities.

(c) Upon the State's request, Contractor shall assist the State, in conducting and/or responding to any audit or audit request, including assisting in the State's attempts to obtain required certifications or other confirmations.

(d) In performing any audits, the State and the Permitted Auditors shall use commercially reasonable efforts to avoid unnecessary disruption of Contractor's operations and unnecessary interference with Contractor's ability to perform the Services in accordance with this Agreement. Access for such audits shall be provided during normal business hours, except as may be reasonably required on an emergency basis or by applicable State and Federal Laws and Regulations or this Agreement.

(e) Contractor shall provide to the State and the Permitted Auditors reasonable private workspace in which to perform an audit, plus access to photocopiers, telephones, facsimile machines, computer access and any other facilities or equipment reasonably requested for the performance of the audit.

(f) The State will endeavor to provide thirty (30) days advance notice of any audit. Notwithstanding the foregoing, Contractor acknowledges that the State and the Permitted Auditors may engage in unannounced physical or electronic audits, inspections and visitations of Contractor locations through which Services are performed under this Agreement if required by applicable State and Federal Laws and Regulations, or if the State determines in good faith that Contractor is not performing in compliance with this Agreement, then the State will provide five (5) days advance notice of its intent to conduct an audit.

(g) Audits conducted by the State or the Permitted Auditors as contemplated in this Agreement may be conducted during the Term and during the three (3) year period after the expiration or earlier termination of the Term, and as otherwise required or permitted under applicable State and Federal Laws and Regulations.

12.4.2 Operations Audits. The State and the Permitted Auditors shall have the right to conduct, at any time, any reasonable type of operations audit to verify that the performance of the Services are in compliance with this Agreement. Such audit shall, as determined by the State and the Permitted Auditors: (a) verify the integrity of the Data in Contractor's possession or under its control; (b) examine the systems that process, store, support and transmit that Data; (c) examine the internal controls (e.g., IT, finance and accounting, procurement, organizational controls, input/output controls, system modification controls, processing controls, system design controls and access controls) and the security, disaster recovery, business continuity and back-up practices and procedures; (d) examine Contractor's performance of the Services; (e) verify Contractor's reported performance against the applicable SLAs; (f) examine Contractor's measurement,

monitoring and management tools; and (g) enable the State to meet applicable legal, regulatory and contractual requirements, in each case to the extent applicable to the Services.

12.4.3 Financial Audits. The State and the Permitted Auditors shall have the right to conduct, at any time, any type of reasonable financial audit to verify that Contractor's invoices have been calculated in compliance with the invoicing and pricing terms and conditions and the compliance of the foregoing with the terms and conditions of this Agreement. Such audit may, in addition, as determined by the State and the Permitted Auditors: (a) verify the accuracy and completeness of Records; (b) examine the financial controls, processes and procedures utilized by Contractor; and (c) enable the State to meet applicable legal, regulatory and contractual requirements, in each case to the extent applicable to the Services and/or the payments for such Services. The State and its Permitted Auditors may perform audits of the actual costs incurred by Contractor for all Agreement activities. Contractor shall maintain and apply a cost accounting system having the capability of accumulating all pertinent cost data in sufficient detail to facilitate this analysis.

12.4.4 Security Audit.

(a) The State and the Permitted Auditors shall have the right to conduct, at any time, security audits in their sole discretion.

(b) Any physical or Data breach will require a full disclosure of the breach to the State, a remediation plan, and will subsequently require a full security audit with results published to the State within thirty (30) days of audit completion. Both the remediation plan and the full security audit shall be at the Contractor's expense.

12.4.5 Audit Results.

(a) Results of Operations Audits. If an operations audit reveals that Contractor is not in material compliance with any applicable State and Federal Laws and Regulations or this Agreement, Contractor shall be responsible for and liable for, at Contractor's sole cost and expense, promptly taking any and all actions necessary to comply with such applicable State and Federal Laws and Regulations or this Agreement. In addition, Contractor shall promptly reimburse the State for the actual reasonable cost of such audit and any damages, fees, fines or penalties assessed against or incurred by the State as a result thereof.

(b) Results of Financial Audits. If a financial audit reveals an overcharge by Contractor, Contractor shall promptly pay to the State the amount of such overcharge, together with interest from

the date of Contractor's receipt of such overcharge at the same rate of interest under applicable State law. In addition, if any such audit reveals an overcharge of more than three percent (3%) of the audited payments in any payment category, such as a Deliverable Payment, Contractor shall promptly reimburse the State for the actual reasonable cost of such audit (including all fees of any Permitted Auditors) and any damages, fees, fines or penalties assessed against or incurred by the State as a result thereof.

(c) **Audit Follow-Up.** Contractor and the State shall meet promptly upon the completion of a State audit (but in no event more than fifteen (15) days after completion) conducted pursuant to this Agreement (i.e., an exit interview) and/or the issuance of an interim or final report to Contractor and the State following an audit. Contractor shall develop for State approval an action plan for Contractor to take (within thirty (30) days, unless a shorter resolution time is mutually agreed to by the Parties in writing) any and all actions necessary for Contractor to rectify, at its own cost and expense, its non-compliance with the applicable State and Federal Laws and Regulations or this Agreement, or otherwise resolve any deficiencies, problems, concerns and/or recommendations identified in such exit interview and/or audit report.

12.5 Governmental Audits of the State. The State may be subject to regulation and audit by the federal government or standards organizations. Contractor shall provide all assistance reasonably requested by the State in responding to such audits or requests for information (including allowing the State to conduct an audit), and shall do so in an expeditious manner to facilitate the prompt closure of such audit or request.

12.6 Contractor Internal Audit. If Contractor determines as a result of its own internal audit that it has: (a) overcharged the State, then Contractor shall (i) promptly pay to the State the amount of such overcharge, plus interest from the date of Contractor's receipt of such overcharge at the same rate of interest under applicable law, and (ii) Contractor shall investigate why such overcharge occurred and identify in writing to the State what actions Contractor is taking to ensure that such overcharge shall not occur again; and/or (b) failed to perform a task, activity or process in compliance with the applicable State and Federal Laws and Regulations, or terms of this Agreement, then Contractor shall (i) investigate why such failure occurred and identify in writing to the State what actions Contractor is taking to ensure that such failure shall not occur again, and (ii) work with the State to identify the portion of the Services that may have been impacted and the State personnel affected by such failure.

12.7 **Contractor Response to External Audits.** If an audit by the federal government or by a standards organization having jurisdiction over the State or Contractor results in a finding that Contractor is not in compliance with any applicable State and Federal Laws and Regulations, including any generally accepted accounting principle or other audit requirement relating to the performance of its obligations under this Agreement, Contractor shall, at its own expense and within the time period specified by such auditor, address and resolve the deficiency(ies) identified by the federal government or standards organization.

12.8 **Audit Costs.** Contractor shall provide the audit-related Services and the audit assistance and compliance described in this Section 12.4 at no additional charge to the State.

13. **STATE PROJECT STAFF.** State shall staff the Project as defined in the Proposal, Attachment E – Project Approach, Section 1.5, and as amended by Exhibit 8 , attached hereto and made a part hereof. State Project Staff shall be assigned to the Project accordingly and may be changed at the State's sole discretion.

14. **CONTRACTOR'S AND STATE'S ROLES AND RESPONSIBILITIES AND PROJECT ORGANIZATION CHART.**

14.1 Contractor shall lead or support State in all aspects of the Project. In addition to the roles and responsibilities detailed in RFP Section 4.5.12 which the Contractor agrees to and the Key Staff listed in Exhibit 4.

14.2 Notwithstanding anything contained in this Agreement, Contractor accepts sole responsibility for: a) State's Integrated Tax System's configuration, design and requirements; b) the selection of the Software and Equipment (listed in Exhibit 9, attached hereto and made a part hereof) to achieve State's intended results; the results obtained from the Integrated Tax System correlating with the RFP and the Proposal, as accepted by the State or as mutually agreed by the Parties and c) modifications, changes or alterations to the Software made by Contractor and provided by Contractor.

15. **STATE PROPERTY.**

15.1 **Ownership.** Except as otherwise provided in this Agreement, the State shall retain title to all Property furnished by the State and all Property purchased by Contractor pertaining to this Agreement and listed in Exhibit 9.

15.2 **Use of Property.** Contractor shall use all Property solely for the performance of its obligations under this Agreement, unless otherwise provided herein.

15.3 Surrender of Property. Contractor shall surrender to the State all Property paid in full upon expiration or termination of this Agreement.

16. INTEGRATED TAX SYSTEM AND RELATED IMPLEMENTATION SERVICES. Contractor shall begin to perform the Services on the Effective Date of this Agreement. Contractor shall at all times perform the Services and provide the Integrated Tax System in accordance with the requirements of this Agreement including the RFP, Proposal, Release Plan, Work Products, Deliverables, SLAs, the Specifications, applicable State and Federal Laws and Regulations and applicable DoIT Policies (can be found at www.doit.ri.gov). Contractor shall provide the personnel and all materials and resources necessary for the performance of the Services and provision of this Agreement.

16.1 Reserved.

16.2 IRS Sanctions. Contractor must perform its obligations under this Agreement in accordance with IRS Publication 1075. If at any time during the life of the development, operation, and support and maintenance of the Integrated Tax System, the federal government imposes fiscal sanctions against the State as a result of the Contractor's or any of its Subcontractor's action or inaction, Contractor shall compensate the State the amount of the imposed fiscal sanctions. Unless concurrently caused by the Contractor's negligence or intentional acts, Contractor is not responsible for any federal government imposed fiscal sanctions against the State caused by State personnel's disclosure or misuse of federal data stored in and accessible by the Integrated Tax System.

16.3 Continuity of Services. Contractor shall maintain and adhere to the approved disaster recovery and business continuity plans (the "Continuity Plans"), which are contained as part of Work Products 28.0, 41.0 and 54.0 (Exhibit 3).

16.4 Force Majeure Events.

16.4.1 Contractor. Contractor shall not be liable or responsible to the State for delays or failures in performance or for any losses resulting therefrom if the fulfillment of the terms of this Agreement shall be delayed or prevented by events beyond the reasonable control of Contractor which occurred without fault or negligence of Contractor. Such events shall include but not be limited to acts of God, the public enemy, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, floods, hurricanes, snowstorms, earthquakes, or other events similar to the foregoing.

16.4.2 State. The State shall not be liable or responsible for delays or failures in performance if the failure in performance results from events beyond the reasonable control of the State which occurred without fault or negligence of the State. Such events shall include but not be limited to acts of God, the public enemy, strikes, lockouts, riots, acts of war, epidemics, acts of

government, fire, power failures, floods, hurricanes, snowstorms, earthquakes, or other events similar to the foregoing.

16.4.3 Duration and Notification. If the Party claiming the benefit of the Force Majeure Event (the "Non-Performing Party") is not at fault due to a Force Majeure Event, the Non-Performing Party shall be excused from performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use all commercially reasonable efforts to recommence performance or observance whenever and to whatever extent reasonably possible without delay. Any Party so prevented, hindered or delayed in its further performance shall, as quickly as practicable under the circumstances, notify the Party to whom performance is due by telephone (and use commercially reasonable efforts to confirm in writing within one (1) day of the inception of such delay) and describe at a reasonable level of detail the circumstances of the Force Majeure Event, the steps being taken to address such Force Majeure Event and the expected duration of such Force Majeure Event. The occurrence of a Force Majeure Event shall not relieve Contractor of its obligation to implement Continuity Plans, except to the extent such Force Majeure Event prevents such implementation.

16.4.4 Disaster Recovery Execution. In the event of an emergency or Force Majeure Event, Contractor shall implement, to the extent necessary, the applicable steps set forth in the Continuity Plans, subject to consultation with the State.

16.4.5 Termination. In the event the Force Majeure Event continues for more than thirty (30) days, the Party not claiming the Force Majeure Event may terminate the Agreement upon fifteen (15) days written notice to the Non-Performing Party.

17.0 Deliverables.

17.1 General. Contractor shall provide the State with the Deliverables, including the Deliverables described in Section 3.4 of the RFP, in accordance with the RFP, Proposal, Exhibits 2 and 3, and as required in this Agreement.

17.2 Deliverables.

17.2.1 The Deliverables described in Exhibit 3 shall be subject to the Acceptance Criteria described this Section 17. The acceptance process shall be in accordance with the time frames set forth in the Section 17.3 below Project Plan, unless otherwise provided in this Agreement.

17.2.2 Except as otherwise provided in this Agreement, the State shall have ten (10) business days to review Deliverables to determine whether any Deficiencies exist. If any Deficiencies are identified, the State shall give

Contractor written notice of non-Acceptance and identify the Deficiencies. Contractor shall correct the Deficiencies, return the Deliverable(s) to the State, and the State shall verify whether the Deliverable(s) lack Deficiencies and in writing shall either Accept or not Accept the Deliverable(s) following such subsequent review. Upon receipt of a corrected Deliverable from Contractor, the State will have up to an additional five (5) business days to review the corrections made to the Deliverable. The State reserves the right, in its commercially reasonable discretion, to Accept or reject Deliverables, with an obligation to pay only for those Deliverables Accepted. If a Deliverable is not accepted or rejected in writing by the State within fifteen (15) business days and the State has not rejected such Deliverable(s), such Deliverable shall be deemed accepted provided; however, if the State requests a further extension of time to accept or reject such Deliverable within the fifteen (15) business day period, Contractor shall not unreasonably withhold such extension. Nothing in this section shall prevent the State from later rejecting a Deliverable if a material defect or fatal flaw is later discovered. The State may agree, in its absolute discretion, to pay a prorated amount of a Deliverable Payment based on a percentage completion of the Deliverables required to be furnished with respect to such Deliverable. The foregoing process shall in no manner be deemed or construed to extend dates by which any such Deliverables are due.

17.3 Project Management Plan. The Contractor shall provide Project management as provided in RFP Section 4.5.3 and Attachment E, Section 3 of the Proposal and this Agreement.

17.3.1 The Project Plan shall be comprised of Contractor's Project Plan in the Proposal. The Project Plan may be further revised by Contractor with the prior written approval of the State, to reflect Project changes since Contractor's initial Proposal submission. Any material change must be approved by the State's Program Sponsor through the issuance of a Change Order. The Project Plan shall provide detailed information, in a Microsoft Project document, including:

(a) all Project activities to be performed for each Deliverable to be completed by Contractor, the significant components and subcomponents of each such activity or Deliverable and a complete Schedule for completion of each such activity or Deliverable, including the dates by which each such activity or Deliverable is to be completed;

(b) all Project activities to be performed for each Work Product to be completed by Contractor, any increments and sub-increments of each Work Product and a complete Schedule for completion of each Work Product, including the Deadlines by which each Work Product, increment or sub-increment will be achieved;

(c) an assessment of risks associated with the Project and the contingency or risk mitigation strategies to be employed by Contractor and the State (any State obligations in connection herewith shall be expressly set forth in the applicable Project Plan and subject to the approval of the State) in the event of disruption or delay; provided, however, that such assessment and plans shall not affect Contractor's obligation to meet the Deliverables and Critical Event Deadlines or otherwise provide the Services;

(d) the task dependencies and identification of resource requirements; and

(e) the Deliverables based payment schedule.

17.3.2 Contractor shall update the Project Plan on a quarterly basis and as otherwise necessary to accurately reflect the status of activities, Deliverables, Work Products, Services, and other Project matter and the Schedule therefore. Any proposed updates or changes to the Project Plan, including the Schedule, by Contractor is subject to the State's written approval before such updates or changes may be incorporated into the Project Plan. Any material change shall be approved through the issuance of a Change Order. Unless otherwise specifically agreed to in writing, the State's agreement on a change to the Project Plan will not relieve Contractor of liability for damages arising from such failures to perform its obligations as required under this Agreement. Further, the Schedule shall not change as a result of time required by Contractor to correct Deficiencies, unless otherwise agreed in advance and in writing by the State.

17.3.3 Contractor shall provide assistance to the State's Project Manager to prepare the following:

- Baseline Project Schedule
- Weekly Progress Assessment and Schedule Updates
- Weekly Project Status Reports and Risk Assessments
- Weekly Issues List
- Organizational Change Management Plan

17.3.4 Reporting and Meetings. Contractor shall be required to provide the Reports and participate in meetings described below.

(a) **Weekly Reports and Meetings.**

(i) Contractor Project Manager and Key Staff shall be required to attend weekly meetings following a preset agenda jointly prepared by Contractor Project Manager and the State Project Manager.

(ii) Prior to the weekly meetings, Contractor Project Manager shall be required to provide the State Project Manager status reports in a level of detail as requested by the State Project Manager that describes the previous week's activities, including any Deadlines that were not met and a plan to meet new Deadlines.

17.3.5 Monthly Meetings and Reports. Contractor Project Director and members of the Steering Committee may be required to attend monthly meetings. No later than three (3) days in advance of these meetings, Contractor Project Director will submit to the State Project Sponsor a status Report that includes the following:

(a) Overall status of the Project;

(b) Status of Deliverables and Schedule for upcoming month's submittal of Deliverables for Acceptance Tests;

(c) Problems and issues with proposed resolution(s); and

(d) Any changes proposed to the Project Plan.

17.3.6 Other Reports. In addition to the reports listed in Section 17.3.3 -17.35, the Contractor Project Manager shall prepare or assist the State Project Manager with the preparation of any additional reports related to the Project as requested by the State Project Manager including Reports summarizing all Deliverables completed, any material issues during that period, and any reports required (as determined by the State in its discretion).

17.4 Representation. By submitting a Deliverable, Contractor represents that it has performed the associated activities in a manner, which will, in concert with other activities, meet the objectives stated or referred to in this Agreement. When a Deliverable is submitted for acceptance, Contractor must notify the State in writing. To be effective, the State's Acceptance of any Deliverable must be in writing. By Accepting a Deliverable, the State represents only that it has reviewed the Deliverable and detected no errors or omissions of sufficient gravity to defeat or substantially threaten the attainment of those objectives and to warrant the withholding or denial of payment for the work completed. The State's Acceptance of a Deliverable does not discharge any of Contractor's subsequent contractual obligations with respect to that Deliverable, or to the quality, comprehensiveness, functionality, effectiveness, or acceptance of the Integrated Tax System as a whole, or Contractor's or its subcontractor's meeting of the requirements of the RFP.

17.5 Quality Assurance.

17.5.1 Contractor and its Subcontractors shall provide, maintain and adhere to a quality assurance system subject to the written approval of the State covering Deliverables and Services under this Agreement and will tender to the State only those Deliverables that have been inspected and found to conform to this Agreement's requirements.

Contractor and its Subcontractors will keep records evidencing inspections and their results, and will make these records available to the State during the Term. Contractor and its Subcontractors shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's and its Subcontractors' quality assurance system or other similar business practices related to performance of this Agreement.

17.5.2 All Deliverables may be subject to inspection and testing by the State or its authorized representatives in order to monitor and evaluate performance, compliance, and/or quality assurance.

17.5.3 Contractor and its Subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.

18. Source Code Escrow.

18.1 Within sixty (60) days of the completion and State Acceptance of Artifact 31.0, Contractor and Fairfax shall deposit with a Third Party software escrow agent which is approved by the State, a CD with a copy of the Source Code and Documentation related to Contractor's Pre-Existing Software to the extent and as then used (in any capacity) in the Integrated Tax System as then existing, including any and all software tools, linkers and/or libraries necessary for a reasonably trained software engineer to repair, maintain, enhance and update such Source Code for Contractor's Pre-Existing Software. Such Source Code and Documentation shall include Source Code and Documentation for Custom Software to the extent and as then used in the Integrated Tax System, it being understood that the Contractor will provide to the Third Party software escrow agent directly the Source Code and Documentation for such Custom Software. (Such escrowed material, as it may be subsequently augmented, modified and updated, is referred to herein collectively as the "Deposit Materials").

18.2 Within sixty (60) days of the completion and State Acceptance of Artifact 44.0, Contractor shall deposit with the Third Party software escrow agent a CD, thereby augmenting the Deposit Materials, a copy of the Source Code and Documentation related to Contractor's Pre-Existing Software to the extent then used (in any

capacity) in the Integrated Tax System as then existing, including any and all software tools, linkers and/or libraries necessary for a reasonably trained software engineer to repair, maintain, enhance and update such Source Code for Contractor's Pre-Existing Software. Such Source Code and Documentation shall include Source Code and Documentation for Custom Software to the extent and as then used in the Integrated Tax System, it being understood that the Contractor will provide to the Third Party software escrow agent directly Source Code and Documentation for such Custom Software.

18.3 Within sixty (60) days of the completion and State Acceptance of Artifact 57.0, Contractor shall deposit with the Third Party software escrow agent a CD, thereby augmenting the Deposit Materials, a copy of the Source Code and Source Code Documentation related to Contractor's Pre-Existing Software to the extent then used (in any capacity) in the Integrated Tax System as then existing, including any and all software tools, linkers and/or libraries necessary for a reasonably trained software engineer to repair, maintain, enhance and update such Source Code for Contractor's Pre-Existing Software. Such Source Code and Documentation shall include Source Code and Source Code Documentation for Custom Software to the extent and as then used in the Integrated Tax System, it being understood that the Contractor will provide to the Third Party software escrow agent directly Source Code and Documentation for such Custom Software.

18.4 Contractor shall update the Deposit Materials within sixty (60) days of each change to the object code running in production (i.e., "live") on the Integrated Tax System, to the extent such change affects the Contractor's Pre-Existing Software or Custom Software then operating in connection with the Integrated Tax System, so that the Deposit Materials always reflect the object code of Contractor's Pre-Existing Software and Custom Software then operating in connection with the Integrated Tax System.

18.5 Contractor or the Third Party software escrow agent shall provide the State with written verification that the Deposit Materials have been updated in accordance with the provisions of this Section 18 within ten (10) business days after the State's request. Contractor shall at the State's request demonstrate to the State (or a Third Party under the same confidentiality and use restrictions as the State) in order for the State to verify the CD's contains the Deposit Materials.

18.6 State shall be able to access the Deposit Materials, in the event (i) Contractor (or any successor in interest) liquidates or dissolves, ceases to exist (other than as a result of a bona fide acquisition or group restructuring, provided that the obligations of Contractor hereunder and pursuant to Section 18 shall be fulfilled following such restructuring, by a successor or an Affiliate), enters into receivership, suffers the appointment of a trustee or similar officer for its business or property, makes an assignment to or for the benefit of its creditors, files a bankruptcy petition or suffers the filing of an involuntary bankruptcy petition against it which petition is not dismissed within sixty (60) days, or takes any

corporate action authorizing any of the foregoing; or (ii) Contractor (or any successor in interest) ceases to conduct business on an on-going basis leaving no successor reasonably acceptable to the State from a technical, operational, business and financial perspective supporting Contractor's Pre-Existing Software or Custom Software then operating in connection with the Integrated Tax System, or (iii) Contractor (or any successor in interest) fails in its contracted obligation (hereunder or in any other agreement between Contractor and the State) to provide support services with respect to Contractor's Pre-Existing Software or Custom Software, the State, after giving Contractor ten (10) business days written notice, shall be entitled to immediately access the escrowed Deposit Materials for the sole purpose of repairing, maintaining, servicing, modifying, enhancing, updating, further developing and otherwise supporting (by utilizing independent contractors bound to written confidentiality obligations to State or otherwise) Contractor's Pre-Existing Software. The parties agree that if the Deposit Materials are released to the State:

(a) The State is hereby (without any further action or document) licensed to use the Deposit Materials (and/or have a Third-Party under contract with the State and bound to written confidentiality obligations use the Deposit Materials) to repair, maintain, service, modify, enhance, update, further develop and otherwise support the Contractor's Pre-Existing Software, such that the Contractor's Pre-Existing Software will continue to support the State's business operations and the growth and development thereof. The State (and any third party hired by the State) shall use the Deposit Materials solely for such purpose and shall provide Contractor with copies of all changes, modifications, enhancements and improvements;

(b) The State's right to use the Deposit Materials (and/or have a Third-Party under contract with the State use the Deposit Materials) shall be non-exclusive, non-transferable, non-sublicenseable, royalty-free, world-wide, and perpetual, notwithstanding any termination of this Agreement by either party; and

(c) Notwithstanding any provision in this Section 18, the State owns and retains all rights to Custom Software.

18.7 **Escrow Agreement**. The State and Contractor shall enter into a third party Escrow Agreement incorporating the terms of this Section 18, in form acceptable to the State. All costs relating to this Source Code escrow shall be paid by the Contractor.

18.8 Bankruptcy. With respect to all Intellectual Property licensed under this Agreement, the Parties intend that the State shall have all rights afforded to licensees under Section 365(n) of the U.S. Bankruptcy Code (and any successor thereto) in connection with any bankruptcy of Contractor.

18.9 Documentation. Contractor shall provide to the State, at no additional charge, the nonproprietary and proprietary manuals and other printed materials relating to the Integrated Tax System, related Software, Equipment and Enhancements, which are necessary or useful to the State in its use of the Integrated Tax System, Equipment or Software provided hereunder and as detailed in RFP Section 4.5.9 and Proposal, Attachment E, Section 9. In addition to other rights granted herein, Contractor agrees that the State may reproduce such documentation for its own use in maintaining the Equipment and/or Software. The State agrees to include Contractor's copyright notice of any such documentation reproduced, in accordance with copyright instructions to be provided by Contractor.

All Documentation must be tested by the State user or programmer before acceptance. Using the Documentation, the State user or Programmer must be able to complete the task independently. Any deficiencies that are found will have to be corrected prior to the signoff for documentation. Updated documentation must be provided for every new process and every new Software release.

19. TESTING METHODOLOGIES, MODEL OFFICE TESTS, PROJECT CLOSE OUT AND FINAL ACCEPTANCE.

19.1 Performance. Contractor shall perform the testing methodologies contained in RFP Section 4.5.6 and its Proposal, Attachment E, Section 6, including regression testing on prior Releases. Model Office Testing shall be in accordance with RFP and Contractor's Proposal and the timeframes contained in the Project Plan and further defined in the Master Test Plan (Artifact ID 14.0). Contractor will assist the State as requested in performing such Model Office Testing. Such Model Office Testing will also be performed by the State, with Contractor's assistance at no additional cost to the State, on any replacement or substitute Software component added after completion of a successful Model Office Test. The State shall be given the appropriate time (ten business days) to test and verify updates and changes to system in accordance with section 17.2.2.

19.2 Project Closeout and Final Acceptance. Contractor shall perform the Project Closeout activities as detailed in RFP Section 4.5.10 and in its Proposal, Attachment E, Section 10. Final Acceptance Criteria for the Integrated Tax System shall be in accordance with Attachment E, Section 10.2.

20. TRAINING AND TRANSFER OF KNOWLEDGE SERVICES. Contractor shall provide User and Transfer of Knowledge Services as described in the RFP, Section 4.5.7, its Proposal, Attachment E, Section 7, the Training Manual, Online

Training Aids, and Course Materials Work Products (for each release), and as detailed below:

20.1 The Integrated Tax System is based on open architecture and by combining open web services which allows integration, the use of best of breed products and a Business Rules Management System. The Integrated Tax System provides a flexible system in which the State can adapt, maintain and support the Integrated Tax System on its own.

20.2 Provide State technical personnel with skills and knowledge to allow them to perform Integrated Tax System upgrades, add new tax types, provide application support, maintain site specific code, and perform Integrated Tax System fixes and Integrated Tax System revisions, including rule and configuration changes.

20.3 Provide State technical personnel with knowledge to maintain the Integrated Tax System's database and related data warehouses, including the use of any proposed reporting and data analytic tools.

20.4 Provide a method to measure State internal business users competencies required to successfully work in the Integrated tax System (typical user), manage work in the Integrated Tax System (supervisory users) and administer the Integrated Tax System from a business user perspective (business rule changes and configurations).

20.5 Provide State users and technical personnel with knowledge to maintain the image processing and data capture hardware and software.

20.6 Provide State technical personnel with the knowledge to maintain any Integrated Tax System specific infrastructure, maintain specific Integrated Tax System environments (including controlling migrations between environments), perform normal system operations, and troubleshoot and fix operational issues, as well as database installation, configuration, tuning, backup and recovery and disaster recovery.

20.7 Provide a complete knowledge transfer approach that supplements training with carefully selected hands-on experience during the Project.

20.8 Provide a knowledge transfer approach that will facilitate the training of knowledgeable State internal business users (experts), system administrators, programmers and other technical personnel sufficient to operate and maintain the system independently. A key requirement for success in this area shall be the acquisition of skills through State participation in producing key functional and technical deliverables, including software modifications, under the supervision and instruction of experienced Contractor personnel.

20.9 Provide code-level knowledge transfer to the State's application development staff for all Custom Software for the State.

20.10 Provide a mechanism for assessing success of knowledge transfer at each Release of the Project. Where deficiencies with the Contractor's provided material are identified, the Contractor must provide additional knowledge transfer activities to ensure competency.

20.11 Identify and describe the technical skills required to support the proposed solution including system administrators, internal and external user support staff, application development and configuration staff, database administrators, operation support personnel and network technicians.

20.12 Training and Transfer of Knowledge must be delivered as close as possible to the actual time the State staff will be using the Integrated Tax System for each Release of the Project as defined in Exhibit 3.

20.13 The Contractor's Project Manager and the State's Project Manager shall prepare a quarterly report to the Program Sponsor outlining the progress and status of Training and Transfer of Knowledge. This report should include any areas and/or individuals (both Division of Taxation employees and technical programming employees) that are deficient and outline a corrective action plan.

21. WARRANTIES.

21.1 Warranty Period. The following Integrated Tax System Warranty Period applies to this Agreement:

21.1.1 Integrated Tax System Warranty Period. The Integrated Tax System Warranty commences upon the Release 1 System Deployment Deliverable and continues for twelve (12) months after Release 3 System Deployment Artifact 57.0.

21.2 Warranties.

21.2.1 Integrated Tax System. Contractor represents and warrants that the Integrated Tax System, in whole and in part, shall operate in material accordance with and be maintained by Contractor to materially conform to the Specifications, including any Integrated Tax System Specifications agreed by the State, the RFP and the Proposal, during the Integrated Tax System Warranty Period. Contractor further represents and warrants that: (a) Integrated Tax System, in whole and in part, will conform in all material respects to the requirements of this Agreement (including without limitation all descriptions, Specifications, and drawings identified in the RFP); and (b) the Integrated Tax System, in whole and in part, will be free from material defects in materials and workmanship. Where the Parties

have agreed to design Specifications (such as a business or detailed design document) and incorporated the same or equivalent in this Agreement, directly or by reference, Contractor represents and warrant that the Integrated Tax System provides all material functionality required thereby. In addition to the other warranties set forth herein, where this Agreement requires delivery of Commercial Software (other than Third Party Software) or Contractor Pre-Existing Software, Contractor represents and warrants that such Software will perform in accordance with its license and accompanying its Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty. For the avoidance of doubt, Contractor makes no representations and warranties whatsoever with respect to Third Party Software (other than Fairfax Imaging Quick Modules which is fully covered under warranties herein and is included in the definition of Integrated Tax System) or Hardware and Contractor's sole obligation and State's sole remedy with respect to such Third Party Software or Hardware are as set forth in Section 21.6.

21.2.2 Warranty of Releases.

21.2.2.1 Contractor represents and warrants that the portion of the Integrated Tax System required under this Agreement to be operational and fully ready to be launched during Release 1 (the "Release 1 System"), shall operate in accordance with and be maintained by Contractor to materially conform to the Specifications, including any Release 1 System Specifications agreed to by the State, the RFP and the Proposal, during the Phase 1 Warranty Period. Contractor further represents and warrants that: (a) Release 1 System, in whole and in part, will materially conform in all respects to the requirements of this Agreement (including without limitation all descriptions, Specifications, and drawings identified in the RFP); and (b) the Release 1 System, in whole and in part, will be free from material defects in materials and workmanship. Where the Parties have agreed to design Specifications (such as a business or detailed design document) and incorporated the same or equivalent in this Agreement, directly or by reference, Contractor represents and warrants that the Release 1 System provides all material functionality required thereby. In addition to the other warranties set forth herein, where this Agreement requires delivery of Commercial Software (other than Third Party Software) or Contractor Pre-Existing Software, Contractor represents and warrants that such Software will perform in accordance with its license and accompanying its Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty. For the

avoidance of doubt, Contractor makes no representations and warranties whatsoever with respect to Third Party Software (other than Fairfax Imaging Quick Modules which is fully covered under warranties herein and is included in the definition of Integrated Tax System) or Hardware and Contractor's sole obligation and State's sole remedy with respect to such Third Party Software or Hardware are as set forth in Section 21.6.

21.2.2.2 Contractor represents and warrants that the portion of the Integrated Tax System required under this Agreement to be operational and fully ready to be launched during Release 2 (the "Release 2 System"), shall operate in accordance with and be maintained by Contractor to materially conform to the Specifications, including any Release 2 System Specifications agreed to by the State, the RFP and the Proposal, during the Release 2 Warranty Period. Contractor further represents and warrants that: (a) Release 2 System, in whole and in part, will materially conform in all respects to the requirements of this Agreement (including without limitation all descriptions, Specifications, and drawings identified in the RFP); and (b) the Release 2 System, in whole and in part, will be free from material defects in materials and workmanship. Where the Parties have agreed to design Specifications (such as a business or detailed design document) and incorporated the same or equivalent in this Agreement, directly or by reference, Contractor represents and warrants that the Release 2 System provides all material functionality required thereby. In addition to the other warranties set forth herein, where this Agreement requires delivery of Commercial Software (other than Third Party Software) or Contractor Pre-Existing Software, Contractor represents and warrants that such Software will perform in accordance with its license and accompanying its Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty. For the avoidance of doubt, Contractor makes no representations and warranties whatsoever with respect to Third Party Software (other than Fairfax Imaging Quick Modules which is fully covered under warranties herein and is included in the definition of Integrated Tax System) or Hardware and Contractor's sole obligation and State's sole remedy with respect to such Third Party Software or Hardware are as set forth in Section 21.6.

21.2.2.3 Contractor represents and warrants that the portion of the Integrated Tax System required under this Agreement to be operational and fully ready to be launched during Release 3 (the "Release 3 System"), shall operate in accordance with and be

maintained by Contractor to materially conform to the Specifications, including any Release 3 System Specifications agreed to by the State, the RFP and the Proposal, during the Release 3 Warranty Period. Contractor further represents and warrants that: (a) Phase System, in whole and in part, will materially conform in all respects to the requirements of this Agreement (including without limitation all descriptions, specifications, and drawings identified in the RFP); and (b) the Release 3 System, in whole and in part, will be free from material defects in materials and workmanship. Where the Parties have agreed to design Specifications (such as a business or detailed design document) and incorporated the same or equivalent in this Agreement, directly or by reference, Contractor represents and warrants that the Release 3 System provides all material functionality required thereby. In addition to the other warranties set forth herein, where this Agreement requires delivery of Commercial Software (other than Third Party Software) or Contractor Pre-Existing Software, Contractor represents and warrants that such Software will perform in accordance with its license and accompanying its Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty. For the avoidance of doubt, Contractor makes no representations and warranties whatsoever with respect to Third Party Software (other than Fairfax Imaging Quick Modules which is fully covered under warranties herein and is included in the definition of Integrated Tax System) or Hardware and Contractor's sole obligation and State's sole remedy with respect to such Third Party Software or Hardware are as set forth in Section 21.6.

21.3 Non-Infringement. Contractor represents and warrants that the Integrated Tax System (including all related and associated Software and Hardware other than Third Party Software (except Fairfax Imaging Quick Modules) and Third Party Hardware (unless acquired by the Contractor), including the Services, Deliverables, and/or Work Product, and/or any portion thereof, (collectively, the "Materials"), and the use of the Materials for their permitted or intended purposes, shall not violate, infringe upon, or misappropriate any U.S. patent, copyright, trade secret, trade name, or other Intellectual Property rights, moral rights, or proprietary rights of any Third Party, or breach any contract by which Contractor is bound. Contractor further represents and warrants that the Materials are not the subject of any allegation or claim known to Contractor that, if true, would conflict with Contractor 's obligations under this Agreement, the Materials are not subject to any agreements or licenses to or from Third Parties that

impose any obligations on the State beyond the State's obligations under this Agreement, and Contractor has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer to a Third Party any right, title or interest in or to any technology or Intellectual Property right that would conflict with Contractor's obligations under this Agreement (collectively, any breach of this Section 21.3 shall be referred to hereinafter as "Infringement"). This non-Infringement warranty shall survive termination of this Agreement. For the avoidance of doubt, Contractor makes no representations and warranties whatsoever with respect to Third Party Software (except Fairfax Imaging Quick Modules) or Hardware and Contractor's sole obligation and State's sole remedy with respect to such Third Party Software or Hardware are as set forth in Section 21.6.

21.4 Documentation. Contractor covenants that:

(a) Contractor will provide documentation on the operation of the Software in a manner consistent with the best practices of the software development industry, and such Documentation shall accurately reflect the operation of the Software and Integrated Tax System, including functional and operational characteristics, and enable a person reasonably skilled in computer programming and in possession of the source code for Custom Software to use, and maintain the Custom Software fully and completely.

(b) Contractor shall provide the State updated versions of all such Documentation when it provides the State with Enhancements. The covenants in this Section 21.4 shall remain in full force and effect for as long as the State continues to receive any support and maintenance services from Contractor.

21.5 State and Federal Laws and Regulations. Contractor represents and warrants to the State that all Software provided hereunder, including when installed and in "live" operation, will meet and satisfy all applicable State and Federal Laws and Regulations.

21.6 Third Party Warranties and Indemnities. Contractor shall cause the State to be a third-party beneficiary of all end-user warranties and indemnities relating to any Third Party Software or Third Party Hardware or Equipment so that the State can avail itself of remedies thereunder directly. If Contractor is not permitted to make the State a third-party beneficiary of such end-user warranties and indemnities, Contractor shall enforce such warranties and indemnities on behalf of the State to the extent Contractor is permitted under applicable Third Party agreements.

21.7 Interface. Contractor acknowledges and agrees that the State may be or in the future work with Third Parties to develop, maintain and support

various State systems which may involve the development and/or use of application interfaces between the Third Party systems and the Software. Contractor shall fully cooperate and work with the State and Third Parties in connection with any such interfaces.

21.8 No Viruses or Bombs. Contractor represents and warrants that Deliverables furnished hereunder will be free, at the time of delivery, of harmful code (e.g., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, Data, or Software). Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Software delivered hereunder, Contractor will, upon the State's request, provide a master copy of the Software for comparison and correction.

21.9 Compatibility. If the Software, in whole or in part, including but not limited to Commercial Software, is replaced or upgraded by Contractor with replacement or upgraded Software components provided by Contractor to correct Deficiencies or as an Enhancement, Contractor represents and warrants that the Software as upgraded shall operate with the rest of the Software, including without limitation the Commercial Software, the Custom Software, Contractor Pre-Existing Software, Third-Party Software and Enhancements thereto, without loss of any functionality, as provided in the Specifications. If the State decides to upgrade any of its Third-Party Software which is used with the Software with new versions or releases, Contractor shall install and maintain the Software to operate in accordance with its Specifications and to be compatible with the new versions or releases of the Third-Party Software. The State shall pay Contractor under the Change Order process for Services required by Contractor to make the Software compatible with the new releases or versions of such Third-Party Software.

21.10 Four-Digit Date Compliance. Contractor represents and warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or Services to the State. "Four Digit Date Compliant" Deliverables and Services can accurately process, calculate, compare, and sequence date data, including, without limitation, date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere herein.

21.11 Power and Authority. Contractor represents and warrants that it has the full power and authority to grant to the State the rights described in this Agreement. All warranties, including additional warranties specified in this Agreement, shall inure to the State, its successors, assigns, customer

agencies, and governmental users of the Deliverables, Services and Integrated Tax System.

21.12 Warranty Exceptions. Unless otherwise specified in this Agreement, Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly and in whole from (a) a modification made by the State, unless such modification is approved or directed by Contractor, which modifications and amendments are hereby approved or (b) use of Software in combination with or on products other than as specified, recommended or approved by Contractor, or (c) misuse by the State.

21.13 Remedies.

21.13.1 For any breach of any of the warranties provided in this Agreement, without limiting any other remedies to which the State may be entitled, the State's remedies include the following: (a) re-performance, repair, or replacement (collectively, "Correct") of any Deficiency in the Integrated Tax System, in whole or in part, or Service (including without limitation any infringing Software or Hardware); or (b) should the State in its sole discretion consent, refund of all amounts paid by the State for the Deficient Deliverables or Services and payment to the State of any additional amounts necessary to equal the State's cost to cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or Services of equivalent capability, function, and performance.

21.13.2 In the event the State requires, in its sole discretion, Contractor to Correct any Deficient Deliverable or Service noted during the applicable Warranty Periods, Contractor shall re-perform, repair, replace or correct any such Deficiency in accordance with its Proposal, at no additional cost to the State.

21.13.3 All Deficiencies shall be documented by Contractor in a Comprehensive Issue Resolution Plan document ("Comprehensive Plan") that is sortable by all column headings. The issue tracking tool chosen shall be readily accessible to appropriate Project personnel. The Comprehensive Plan shall include Enhancements as well as Deficiencies. At a minimum, the Comprehensive Plan must contain a unique issue number, issue description, Deficiency/Enhancement code, Deficiency Severity Level, issue priority code, issue discovery person, issue discovery date, issue resolution date, resolution plan, and comments.

21.13.4 Deficiencies noted before the expiration of any of the Warranty Periods shall be covered regardless of such expiration. Integrated

Tax System modifications and changes made during the Warranty Periods shall be covered by the warranties contained herein.

21.14 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN THIS SECTION 21 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS OF QUALITY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

22. MAINTENANCE AND SUPPORT SERVICES. Contractor shall provide maintenance and support services that entitles the State to receive regular patches, upgrades and new versions of all software covered under this Agreement and an agreed upon level of support as described in the RFP Section 4.5.11, Contractor Proposal, Attachment E, Section 11 and as contained in the Contractor Proposal, Attachment G, Additionally, the Contractor agrees to provide critical support and maintenance during the State's regular business hours of 8:00am to 5:00pm Eastern Standard Time. Updated documentation must be provided, within 60 days, to State for every new process and every new software release.

23. SERVICE LEVEL AGREEMENTS (SLAs).

23.1 SLAs. During the Term, Contractor shall perform the Services so as to meet or exceed the SLAs contained in RFP Section 4.4.4, Proposal Attachment D, Section 4 and in accordance with the Sections of the RFP and in this Agreement which identify the performance levels expected by the State. Service Levels are identified within each SLA and are to be measured and reported each month by Contractor. To the extent the Parties have established a SLA for a specific Service, the obligations described in this Agreement shall not be construed to alter, expand, diminish or supersede such SLA. Contractor shall be responsible for meeting or exceeding the applicable SLAs even where doing so is dependent on the provision of Services by its Subcontractors.

23.2 Performance Monitoring. The State has identified the SLAs to be key indicators of Contractor's operational performance.

23.3 Periods for Monitoring. The initial period for measuring the SLAs shall begin on Release 1 System Deployment and end on Release 2 System Deployment. The second period for monitoring shall begin on Release 2 System Deployment and end on Release 3 System Deployment. The third period shall begin on Release 3 Deployment and shall end at the expiration of the warranty period. At the end of each monitoring period, the Contractor shall prove to the State that the Contractor has achieve all SLAs as required in RFP Section 4.4.4 and Proposal Attachment D, Section 4. The Contractor shall provide sufficient documentation to the State and receive signoff from the State, that the Contractor has in fact met the SLAs.

23.4 Corrective Action. When a SLA is not met, Contractor shall provide the State with a written detailed corrective action report which describes: the missed SLA, a full description of the issue, the cause of the problem, risks related to the issue, the resolution, including any failed solution implemented prior to resolution, and the proposed corrective action going forward to avoid missing the SLA in the future. Upon receipt of the report, the State may request a meeting to further discuss issues. Contractor shall implement proposed corrective action only upon written approval of State.

23.5 Periodic Reviews. Prior to commencement of Release 2, the State and Contractor will review all SLAs to determine if revisions are needed. After Release 2, similar reviews will be held annually, upon the implementation of a change that impacts existing SLAs, or at the request of the State.

23.6 Retainage in the Event of a Failure to Achieve SLAs. In the event that the Contractor fails to achieve SLAs, the State may withhold payment for Deliverable Release 2 System Deployment (Artifact ID 44.0) and respectively Deliverable Release 3 System Deployment (Artifact ID 57.0) until such a time as the corrective action is implemented and the State is satisfied that the SLAs are being achieved.

23.7 Excused Performance. The State's failure to perform any of its obligations or responsibilities under this Agreement shall not be deemed to be grounds for termination of this Agreement by Contractor. Contractor's failure to perform its obligations or responsibilities under this Agreement, including meeting or exceeding applicable SLAs, shall be excused if and only to the extent such Contractor non-performance is expressly excused under this Agreement or directly caused by or attributable to: (a) the fault of the State, (b) a Force Majeure Event; or (c) any act or omission by any Third Party not under the control of Contractor. Subsection (a) and (c) of the preceding sentence shall only be applicable if: (a) Contractor notifies the State in writing as soon as is reasonable (under the circumstances) of such action or failure to act or perform and Contractor's consequent inability to perform under such circumstances; (b) where applicable, Contractor provides the State with reasonable opportunity to correct such action or failure to act or perform and thereby avoid such Contractor non-performance; and (c) Contractor uses best efforts to perform notwithstanding the State's action or failure to act or perform.

24. CHANGE ORDERS. The State may permit changes in the scope of Services, time of performance or approved budget of Contractor to be performed hereunder in accordance with State Procurement Regulations, Section 8.7. The Change Order process is further described in the Proposal, Attachment E, Section 3.5. No additional Contractor work shall proceed without issuance of an approved Change Order signed by the Division of Purchases. Such changes are subject to the mutual written agreement of the Project Sponsor, or his designee as determined by the State to apply on a case-by-case basis and Contractor, and shall be in the form of numerically consecutive amendments to this

Agreement. The Change Order will specify the scope of the change and the expected completion date. Any Change Order shall be subject to the same terms and conditions of this Agreement, unless otherwise specified in the Change Order and agreed upon by the Parties. The Parties will negotiate in good faith and in a timely manner all aspects of the proposed Change Order. As soon as possible after receipt of a written change request from the State, but in no event more than thirty (30) days thereafter, Contractor shall determine if there is an impact on price with the change requested and provide the State a written statement to identify any price impact on this Agreement or to state that there is no impact. In the event that price will be impacted by the change, Contractor shall provide a description of the asserted price increase or decrease involved in implementing the requested change. No change shall be implemented by Contractor until such time as Contractor receives an approved written Change Order.

24.1 No Change Orders for a price adjustment shall be processed for State delays in procuring any hardware or software beyond the control of the State.

24.2 If Contractor is delayed in the commencement or completion of any part of the Services due to events beyond the Contractor's control and without the fault or negligence of Contractor, its subcontractors or suppliers, due to State's actions or failure to perform its obligations under this Agreement, then Contractor shall notify the State in writing of the existence, extent of and reason for such delays within five (5) days of the State's failure to meet its obligations.

24.3 Contractor shall have no claim for additional compensation on account of such delays, but State (if it agrees that it is the State's failure) shall extend the Agreement and Contractor's performance time and State's acceptance and payment schedule by revision to the Project Plan. Such time extension shall be sufficient to allow Contractor to complete the Services.

24.4 The Contractor shall provide five (5) days reasonable notice to the State of any delay caused by any person or entity other than the Contractor. Failure to provide reasonable notice shall make the Contractor responsible for the delay.

24.4 If State determines that such delay caused by State will result in Contractor not completing the Services for a period of ninety (90) days or more, then State may terminate this Agreement.

24.5 The Parties shall negotiate in good faith and in a timely manner as to the price and the impact on the Schedule of any Change Orders. If the Parties reach an agreement in writing, the terms hereof shall be modified accordingly.

25. SUBCONTRACTORS.

25.1 Use of Subcontractors. Contractor may, subject to the terms of this Section 25, use Subcontractors. All Subcontractors, and Subcontracts, shall be subject to the

prior express written approval of the State. Contractor is solely responsible for all work performed under this Agreement and shall assume prime contractor responsibility for all Services, Deliverables and other obligations required of Contractor under this Agreement. The State will consider Contractor to be the sole point of contact with regard to all contractual matters. Contractor shall submit to the State a list of all Subcontractors to be employed in the performance of any tasks under this Agreement and shall update such list promptly, as necessary.

25.2 Subcontracts. Contractor shall include in its Subcontracts a provision that the Services to be provided by the Subcontractor are for the benefit of the State as well as flow-down provisions, terms and conditions that are consistent in all material respects with the provisions of this Agreement to the extent applicable, including those provisions relating to termination provisions (except for, at Contractor's option, termination for convenience, it being understood and agreed that Contractor shall be solely responsible for any obligations that arise under or with respect to such Subcontracts after the Term), personnel requirements, the State's Intellectual Property, the State's audit rights, privacy and Data safeguards, confidentiality, representations and warranties, certifications (including the certifications required under this Agreement), indemnification obligations and insurance. Without limiting the foregoing, Contractor shall require all of its Subcontractors to carry insurance of the types set forth in this Agreement at levels customary and appropriate for the types and volumes of services being provided by the Subcontractors. Contractor shall provide the State with access to all Subcontracts and other documents relating to the Subcontractors' performance of the Services and amounts charged to the State under the Agreement as reasonably necessary to satisfy the State's internal control requirements. Contractor certifies to the State that it has conducted background checks and obtained a nationwide NCIC III (or iii) criminal background check of all Subcontractor employees, agents and consultants assigned to perform work under this Agreement not earlier than ninety (90) days before they commence work on the Project. All Subcontractor employees, agents and consultants assigned to perform work under this Agreement and at the site may be subject to security clearance at the sole discretion of the State.

25.3 **Responsibility for Subcontractors.** In no event shall Contractor be relieved of its obligations under this Agreement as a result of its use of any Subcontractors, including any failure by Subcontractor to perform its obligations to Contractor. Contractor shall supervise the activities and performance of each Subcontractor and shall remain wholly and fully responsible and liable for the actions and omissions of each Subcontractor and/or for any act or failure to act by such Subcontractor in connection with or related to this Agreement. Contractor shall ensure that each Subcontractor has obtained and maintains all governmental approvals and other Third Party licenses, authorizations, approvals and consents required in connection with the Services for which such Subcontractor is responsible. Contractor shall be the State's sole point of contact regarding the

Services that are subcontracted, including with respect to payment. Contractor shall directly pay to all Subcontractors all amounts due in accordance with their respective Subcontracts.

25.4 No State Responsibility. The State shall not be responsible to pay any Subcontractor or supplier to Contractor any amount due under its respective Subcontracts or supply contracts arising out of indemnity claims for which Contractor is responsible. No Subcontractor or supplier to Contractor shall have any right against the State for labor, services, materials or Equipment furnished for the Services. Contractor acknowledges that its indemnity obligations to its Subcontractors and suppliers under this Section 25 shall include all claims for payment or damages by any Subcontractor or supplier who furnishes or claims to have furnished any labor, services, materials or Equipment in connection with the Services, except to the extent its Subcontract or supply contract has been assigned to the State as contemplated hereunder.

25.5 Assignability of Subcontracts. All Subcontracts and supply contracts entered into by Contractor with respect to this Agreement shall be assignable to the State, solely at the State's election and without cost or penalty (it being understood and agreed that in the event the State elects to have the rights and benefits under such Subcontracts and supply contracts assigned to it, it shall assume the obligations and liabilities under such Subcontracts and supply contracts).

25.6 Removal/Replacement of Subcontractors. The State shall have the right to require Contractor to replace a Subcontractor for any non-discriminatory reason, including, but not limited to: (a) material non-performance of the applicable Services performed by such Subcontractor in the State's reasonable determination that is not cured within a reasonable amount of time in the State's discretion; (b) engagement by such Subcontractor in illegal activity or material violation of State and Federal Laws and Regulations that is not cured within a reasonable amount of time in the State's discretion; and (c) material violation of this Agreement attributable to such Subcontractor that is not cured within a reasonable amount of time in the State's discretion. Upon any occurrence of any of the preceding events, the State shall promptly notify the Contractor of such occurrence in writing, and, if required by the State, Contractor shall replace such Subcontractor (at no penalties, fees or damages to the State) with another Subcontractor as soon as reasonably possible after receipt of such notice from the State, and such replacement Subcontractor shall be subject to the prior written approval of the State and subject to all requirements applicable to Subcontractor(s) under this Agreement. At all times, notwithstanding the removal of the Subcontractor, Contractor shall continue to perform all of its obligations under this Agreement in compliance with all of the terms and conditions of this Agreement.

26. INTELLECTUAL PROPERTY RIGHTS.

26.1 Custom Work Product. Unless otherwise specifically agreed to in writing any Custom Software, Custom Software Documentation and Specifications created, developed, or prepared specifically for the State by Contractor, its employees, agents, or Subcontractors in the course of performing the Services under this Agreement (collectively, "Custom Work Product") shall be deemed a "work for hire" for the sole benefit of and ownership by the State, and all right, title and interest in and to such Custom Work Product shall belong exclusively to State and/or its Affiliates (regardless of whether the State or any of its Affiliates uses the Custom Work Product). Contractor and its Subcontractors hereby assign, and shall be deemed to have expressly disclaimed, any and all right, title, or interest in and to such Custom Work Product. To the extent any Custom Work Product is not deemed a "work for hire" by operation of law, Contractor (and its Subcontractors, if applicable) hereby irrevocably assigns, transfers and conveys to State all of its right, title and interest in such Custom Work Product, including, but not limited to, all rights of patent, copyright, trade secret or other proprietary rights in such Custom Work Product. Contractor (and its Subcontractors, if applicable) shall provide to State all reasonable assistance, execute such documents, and take all such other actions, which may be reasonably required to perfect the foregoing rights to the Custom Work Product (including, but not limited to, directing its employees to execute all applications for patents and/or copyrights, assignments, and other papers necessary to secure and enforce State's rights to such Custom Work Product). All work performed under this Agreement by Contractor and any of its Subcontractors, including without limitation, in connection with the design and development of the Custom Software shall be deemed "works made for hire" for the State for all purposes of copyright law, and all rights of copyright therein shall belong solely to and inure to the State, except as otherwise required applicable State and Federal Laws and Regulations. In the event that any such work is adjudged to be not a work made for hire owned by the State, Contractor agrees to assign, and hereby assigns (and to require its Subcontractors to assign), all copyright in such work to the State. Contractor shall, at the expense of the State, assist the State or its nominees to obtain copyrights, trademarks, or patents for all such works in the United States and any other countries. Contractor agrees to execute (and to require its Subcontractors to execute) all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents, and to transfer or cause to transfer to the State all the right, title and interest in and to such works. Contractor also agrees to waive and not assert any moral rights it may have in any such works.

26.2 Contractor Ownership & License.

26.2.1 The Integrated Tax System, including the Commercial Software, the Contractor Pre-Existing Software, and Contractor's Intellectual Property (collectively, the "Licensed Products") shall be subject to the nonexclusive

nonsublicenseable, nontransferable, perpetual, royalty-free, and worldwide license agreement between Contractor and the State, in the form set forth as Exhibit 10, attached hereto and made a part hereof. Except as otherwise provided herein, Contractor shall retain all right, title and interest in and to the Licensed Products (other than Third Party software) and any and all computer programs, documentation, specifications, products, software, source code, algorithms, routines, graphics, files, software patches, enhancements, modifications, derivative works, blueprints, diagrams, charts, functional descriptions, photographs, surveys, or other materials, writings, or works of authorship (and any drafts of the foregoing) created, developed, or prepared by Contractor, its employees, agents, or Subcontractors.

26.2.2 Contractor (or its licensors or subcontractors, if applicable) shall be deemed to have granted to the State (including its Affiliates) a nonexclusive, nonsublicenseable, nontransferable, perpetual, royalty-free, and worldwide license to use, reconfigure, display, perform, and maintain the Licensed Products for the State's use; provided, however, that none of the foregoing shall require access to or manipulation of the Source Code of the Licensed Products.

26.2.3 Contractor represents and warrants that: (a) Contractor has the right to grant to the State the licenses required under this Agreement and to transfer the Deliverables, Custom Software, Integrated Tax System and Software licenses to the State as provided herein without violating any rights of any Third Party; and (b) there is currently no actual or threatened suit by any such Third Party based on an alleged violation of such rights by Contractor.

27. DATA PROTECTION, SECURITY AND CONFIDENTIALITY.

27.1 State Taxation and IRS Compliance. Contractor shall comply with any and all State or Federal Rules and Regulations regarding tax information, including IRS Publication 1075. In addition, Contractor, and its Project Staff and its Subcontractor and its Project Staff shall annually execute the Division of Taxation Confidentiality Statement Exhibit 5, attached hereto and made a part hereof.

27.2 Ownership of Data. The Data is and shall remain the property of the State. Contractor shall promptly deliver the Data (or the portion of such the Data specified by the State) to the State in the format and on the media mutually agreed upon by the Parties: (a) at any time upon reasonable notice and at the State's reasonable request; and (b) at the end of the Term (except Records, which shall be retained by Contractor for the Record retention period, unless otherwise agreed in writing by the State). Thereafter, Contractor shall return or destroy (and with respect to Project Staff, shall ensure the return or destruction of), as requested and directed by the State, all copies of Data in the possession of or under the control of Contractor or Project Staff as soon as possible, but in no event later than thirty

(30) business days, and shall upon the State's written request, deliver to the State written certification of such return or destruction signed by an authorized representative of Contractor or the applicable Project Staff. Contractor shall not withhold any of the Data as a means of resolving any dispute. The Data shall not be utilized by Contractor for any purpose other than the performance of Services under this Agreement and Contractor shall at all times comply with any applicable State and Federal Laws and Regulations as may be amended from time to time. The Data shall not be sold, assigned, leased, encumbered, commercially exploited or otherwise provided to Third Parties by or on behalf of Contractor or any Project Staff without the State's approval. Contractor shall promptly notify the State in writing if it believes that the Data has been used in a manner inconsistent with the foregoing.

27.3 Security.

27.3.1 Safeguarding Procedures. Contractor shall establish and maintain physical, environmental, safety and facility procedures, Data security procedures and other safeguards against the destruction, loss, unauthorized access or alteration of the Data in the possession and/or control of Contractor or Project Staff which are: (a) no less rigorous than those maintained by the State prior to the Effective Date; (b) no less rigorous than those maintained by the State for its own information of a similar nature or for other customers of Contractor with respect to information of a similar nature; and (c) adequate to meet the requirements of the State's privacy, security and records retention policies and applicable State and Federal Laws and Regulations, including IRS Publication 1075. With respect to the Data in Contractor's possession or direct or indirect control, Contractor shall provide the State with downloads of the Data in Contractor's possession, as requested by the State, to enable the State to maintain backup security or backup copies of the Data. Contractor shall remove all the Data from any media taken out of service and shall destroy or securely erase such media in accordance with applicable industry standards. No media on which the Data is stored may be used or re-used to store Data of any other customer of Contractor or to deliver Data to a Third Party, including another Contractor customer, unless securely erased. In the event Contractor discovers or is notified of a breach or potential breach of security relating to the Data in Contractor's possession or direct or indirect control, Contractor shall: (a) expeditiously notify the State's Chief Information Security Officer and the State Project Manager in writing of such breach or potential breach in sufficient time to allow the State to comply with any applicable notification or other State and Federal Laws and Regulations; (b) investigate such breach or potential breach and perform a root cause analysis thereon and provide such root cause analysis report to the State; (c) remediate the effects of such breach or potential breach of security (including, but not limited to, security audits of the Integrated Tax System by an independent third party approved by the

State, credit monitoring, claims or damages of any third party who submitted the Data to the State, etc.), provided that the State, its Third Parties or its Affiliates are not the direct cause of the breach or potential breach; (d) provide the State with such assurances as the State shall request that such breach or potential breach shall not recur, provided that the State, its Third Parties or its Affiliates are not the direct cause of the breach or potential breach; (e) provide periodic updates of any investigations to the State; and (f) cooperate with the State with respect to any investigation by the State. Notwithstanding the provisions of this Section 27.3 above and below, the parties acknowledge that Contractor shall not be responsible for the overall network security environment. The security of the State's network environment from third-party intrusion shall be and remain the responsibility of the State. Notwithstanding the provisions of the preceding two sentences, Contractor shall be responsible for any unauthorized breach of the Integrated Tax System, or disclosure, in either case resulting from a failure of the Integrated Tax System itself or the negligent or intentional acts of the Contractor, and shall perform the requirements of Section 27.3.1 a-f.

27.3.2 Reconstruction Procedures. As part of the Services, Contractor shall be responsible for developing and maintaining procedures for Data backup and restoration to the last back-up and/or restoration of the lost Data using other generally accepted Data restoration techniques which are no less rigorous than those maintained by Contractor, as modified by Contractor from time to time, for its own information of a similar nature, and no less rigorous than accepted industry standards.

27.3.3 Corrections. Contractor shall correct (including Data backup and restoration from scheduled backups or, if not available on such backups, using other generally accepted Data restoration techniques), at no charge to the State any unauthorized destruction, loss or alteration of any the Data in Contractor's possession or direct or indirect control, attributable to the failure of Contractor or its Project Staff.

27.3.4 Data Access. Upon reasonable notice and the State's written request, the State shall have the right to access all computer or other files to the extent such computer or other files contain the Data, as well as all systems and network logs, system parameters and documentation to the extent such systems, logs, parameters and documentation contain the Data (collectively "Data Files"). At no time shall any of such files or other materials or information be stored or held in a form or manner not readily accessible to the State. Contractor shall provide to the State all passwords, codes, comments, keys, documentation and the locations of any such files and other materials promptly upon the request of the State, including Equipment and Software keys and such information as to format, encryption (if any) and any other specification or information necessary for the State to retrieve, read, revise and/or maintain such files and

information. Upon the request of the State, Contractor shall confirm in writing that, to the best of its knowledge, all the Data Files provided to the State are materially complete and that no material element, amount or other fraction of such the Data Files has been deleted, withheld, disguised and/or encoded in a manner inconsistent with the purpose and intent of providing the access to the State as contemplated by this Agreement.

27.3.5 Advice on Best Practices. Contractor and the State shall discuss, as appropriate at applicable meetings, Data security practices, procedures and safeguards in effect for other Contractor customers, subject to Contractor's confidentiality obligations, where such practices, procedures and safeguards are of a higher standard than those contemplated under this Agreement.

27.4 Confidentiality.

27.4.1 Confidentiality Obligations.

(a) During the Term and at all times thereafter, Contractor and the State shall not disclose, and shall maintain the confidentiality of, all Confidential Information of the other Party. The Contractor shall each use at least the same degree of care to safeguard and to prevent disclosing to Third Parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss or alteration of its own information (or information of its customers) of a similar nature, but not less than reasonable care. The identification of all the State's procedural requirements for protection of the State's Confidential Information from unauthorized use and disclosure shall be provided by the State in writing to Contractor. If the methods and procedures employed by Contractor for the protection of Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The State shall require, in its sole discretion, Project Staff having access to the State Confidential Information to execute a written non-disclosure agreement protecting the State Confidential Information, a form and substance satisfactory to the State. Upon the State's request, Contractor shall cooperate with, and enforce, such terms and conditions. Contractor shall ensure that Project Staff shall have access to the State Confidential Information only to the extent necessary for such Project Staff to perform his or her obligations under or with respect to this Agreement or as otherwise naturally occurs in such Project Staff's scope of responsibility, provided that such access is not in violation of any State and Federal Laws and Regulations.

(b) Except as otherwise permitted in this Agreement, neither Party shall: (a) make any use or copies of the Confidential Information of the other Party

except as contemplated and permitted by this Agreement; (b) acquire any right in or assert any lien against the Confidential Information of the other Party; (c) sell, assign, transfer, lease or otherwise dispose of Confidential Information to Third Parties or commercially exploit such information; or (d) refuse for any reason (including a default or material breach of this Agreement by the other Party) to promptly provide the other Party's Confidential Information (including copies thereof) to the other Party if requested to do so.

27.5 **Public Records Law.** Notwithstanding the above and any provision of this Agreement to the contrary, Contractor acknowledges that the State is subject to Rhode Island General Law 38-2-1 et seq. and that: (a) this Agreement and all parts hereof, and all communications between the Parties hereunder shall be a public record as defined in Rhode Island General Law 38-2-2; and (b) any and all information relating to the Software, Deliverables, Services and the Integrated Tax System may be a public record as defined in Rhode Island General Law 38-2-2. Any specific information that is claimed by Contractor to be Confidential Information, must be clearly identified as such by Contractor. To the extent consistent with Rhode Island General Law 38-2-2, the State shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view records in the possession of the State that the Contractor has identified as confidential, but the State disagrees, the State will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, the State will release the requested information on the date specified.

27.6 **Exclusions.** Contractor shall not be required under the provisions of this paragraph to keep confidential any Data or information which is or becomes publicly available through no fault of Contractor, is already rightfully in Contractor's possession and which is not subject to prior contrary obligations of confidentiality, is independently developed by Contractor without the use of such confidential Data or information outside the scope of this Agreement, or is rightfully obtained from Third Parties and which is not subject to prior contrary obligations of confidentiality. Contractor and Project Staff shall be required to sign a non-disclosure form, Exhibit 5. The Parties acknowledge and agree that Confidential Information that is not generally available to the public shall not be deemed public or subject to this exclusion merely because it is combined with information that is generally available to the public.

27.7 **Legally Required Disclosures.** The Receiving Party may disclose the Confidential Information of the Disclosing Party to the extent disclosure is based on the good faith written opinion of the Receiving Party's legal counsel that disclosure is required by applicable State and Federal Laws and Regulations; provided, however, that the Receiving Party shall give advance notice of such requested disclosure and a legal opinion to the Disclosing Party prior to any such disclosure and shall use commercially reasonable efforts to obtain a protective

order or otherwise protect the confidentiality of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, the Disclosing Party reserves the right to obtain a protective order or otherwise protect the confidentiality of such Confidential Information. For purposes of this, the Parties' in-house counsel or law department may act as their respective legal counsel.

27.8 Notification and Mitigation. In the event of any impermissible disclosure, loss or destruction of Confidential Information, the Receiving Party shall immediately notify the Disclosing Party and take all reasonable steps to mitigate any potential harm or further disclosure, loss or destruction of such Confidential Information.

27.9 Return/Destruction of Confidential Information. Except as otherwise provided herein, upon the expiration or termination of the Term, and at any other time upon written request by the Disclosing Party, the Receiving Party shall return to the Disclosing Party all applicable Confidential Information (including all documentation in any medium to the extent it contains, refers to, or relates to the Confidential Information) of the Disclosing Party then in its possession or control, in whatever form, or, in the case of a written request by the Disclosing Party, the Confidential Information specified in such request as then in the Receiving Party's possession or control, in whatever form, in any case, within thirty (30) days (except Records, which shall be retained by Contractor for the Record retention period unless and to the extent Contractor is directed by the State to deliver such Records to the State prior to the expiration of such Record retention period). In addition, unless the Disclosing Party otherwise consents in writing, the Receiving Party also shall deliver to the Disclosing Party or, if requested by the Disclosing Party, shall delete or destroy, any copies, duplicates, summaries, abstracts or other representations of any such Confidential Information or any part thereof, in whatever form, then in the possession or control of the Receiving Party. Notwithstanding the foregoing: (a) to the extent permitted under State and Federal Law and Regulations, Contractor may retain a reasonable number copies of documentation, excluding the Data, for archival purposes or warranty support; provided, however, that any subsequent disclosure of such archived data shall comply with this Section 27; and (b) the State may retain copies of Contractor Confidential Information to the extent required by applicable State and Federal Laws and Regulations, to the extent otherwise permitted under this Agreement and for legal archival purposes; provided, however, that any subsequent disclosure of such archived Data shall comply with this Section 27. Each Party shall deliver to the other Party written certification of its compliance with this Section 27 signed by an authorized representative of such Party.

27.10 Injunctive Relief.

27.10.1 If the Receiving Party or anyone acting on its behalf or operating under its control, publishes, transmits, releases, discloses or uses any

Confidential Information of the Disclosing Party in violation of this Section 27, or if the Disclosing Party anticipates that the Receiving Party may violate or continue to violate any restriction set forth in this Section 27, then the Disclosing Party shall have the right to have the provisions of this Section 27 specifically enforced by any court having equity jurisdiction, without being required to post bond or other security and without having to prove the inadequacy of available remedies at law, it being acknowledged and agreed that any such violation shall cause irreparable injury to the Disclosing Party and that monetary damages shall not provide an adequate remedy.

27.10.2 Contractor will immediately report to the State any and all unauthorized disclosures or uses of the State's Confidential Information of which it or its Project Staff is aware or has knowledge. Contractor acknowledges that any publication or disclosure of the State's Confidential Information to others may cause immediate and irreparable harm to the State. If Contractor should publish or disclose such Confidential Information to others without authorization, the State shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.

27.10.3 Contractor shall indemnify and hold harmless the State from all damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees) caused by or arising from Contractor's failure to protect the State's Confidential Information including any violation of applicable provisions of applicable State and Federal Laws and Regulations. As a condition to the foregoing indemnity obligations, the State shall provide Contractor with prompt notice of any claim of which the State is aware and for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with Contractor in connection with any such claim.

27.10.4 Nondisclosure of Other State Information. The use or disclosure by Contractor of any State information not necessary for, or directly connected with, the performance of Contractor's responsibility with respect to Services is prohibited, except upon the express written consent of the State.

27.11 Survival. The provisions of this Section 27 shall remain in effect following the termination or expiration of this Agreement.

28. INDEMNIFICATION.

28.1 Contractor General Indemnification. Contractor shall indemnify, defend and hold harmless the State Indemnitees from and against, and shall pay any and all Losses sustained or incurred by any of the State Indemnitees, arising from, any and all claims in connection with any of the following:

28.1.1 Any actual or alleged injury or death, personal injury, loss or damage to any real, tangible or intangible personal or real property, notwithstanding the form in which any such action is brought (e.g., contract, tort or otherwise), including but not limited to data loss, data restoration, to the extent such injuries or damages arise in whole or part, directly or indirectly from acts, errors or omissions that constitute negligence, willful misconduct by Contractor or any of its officers, agents, Subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement or any failure of Contractor and such officers, agents, Subcontractors, employees, suppliers, laborers or any other person, firm or corporation to comply with State and Federal Laws and Regulations, including, but not limited to, labor and wage laws;

28.1.2 Contractor's breach of any of the representations and warranties set forth in this Agreement;

28.1.3 Contractor's breach of any of its obligations under any Third Party contracts to which Contractor is a party and is used by Contractor to provide the Services or otherwise perform its obligations under this Agreement;

28.1.4 Any aspect of the employment of Project Staff by Contractor (including transferred Project Staff solely with respect to Losses accruing on or after their applicable employment dates with Contractor), or the termination of such employment, including claims relating to: (a) any violation by Contractor or its officers, directors, employees, representatives and/or agents of State and Federal Laws and Regulations protecting persons or members of protected classes or categories and/or prohibiting discrimination or harassment on the basis of a protected characteristic; (b) payment or failure to pay any salary, wages or other compensation due and owing to any Project Staff; (c) payment or failure to pay any pension or other benefits of any Project Staff; (d) liability for (i) any social security or other employment taxes for Project Staff, (ii) workers' compensation claims and premium payments for Project Staff, and (iii) withholdings, contributions, taxes, social security taxes, and employer income tax returns including those applicable to the wages and salaries of such Project Staff; (e) claims by Project Staff for wages, benefits, discrimination or harassment of any kind (other than alleged discrimination or harassment by State employees), wrongful termination and/or denial of severance or termination payments upon leaving their

applicable place of employment; and (f) wrongful discharge of such Project Staff, claims for breach of express or implied employment contract of such Project Staff and claims that the State is an employer, co-employer or joint employer of any Project Staff;

28.1.5 Any unauthorized breach of the Integrated Tax Software System or improper disclosure, misuse or theft of Data by Contractor or its Subcontractors, including any violation of IRS Publication 1075 or Exhibit 5, the State of Rhode Island, Department of Revenue Employees/Vendors, Confidentiality Statement;

28.1.6 Any introduction by Contractor or its Subcontractors of Malicious Code in the State's environment, network or systems, to the extent Losses caused by such introduction arise from acts, errors or omissions of Contractor or Project Staff;

28.1.7 Contractor's breach of or failure to obtain, maintain or comply with any State or federal governmental approvals required to be maintained by Contractor under this Agreement, or to assist the State, as required under this Agreement, with obtaining any applicable federal or State governmental approvals, if any, including certification of the Integrated Tax System.

28.1.8 Contractor's breach of or failure to obtain, maintain or comply with any Third Party consent;

28.1.9 Any failure by Contractor to pay applicable taxes, together with any interest and penalties, assessed or imposed against the State for which Contractor has responsibility or applicable State and Federal Laws and Regulations; and

28.1.10 Contractor or its Subcontractors asserting rights under this Agreement, or any entity to which Contractor assigns, transfers, pledges, hypothecates or otherwise encumbers its rights to receive payments from the State under this Agreement.

28.1.11 Such defense and payment will be conditional upon the following:

(a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time.

(b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that: (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to

attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

28.2 Contractor Infringement Indemnification.

28.2.1 Contractor shall indemnify, defend, and hold harmless the State Indemnitees from and against all Third Party claims, and shall pay any and all Losses (including without limitation reasonable attorneys' fees), sustained or incurred by any of the State Indemnitees, based upon, relating to, or arising from, any and all actual threatened and/or alleged claims for violation of any U.S. Intellectual Property right, including any claims of infringement, misappropriation and/or violation of any U.S. patent, copyright, trademark, trade secret and/or other Intellectual Property, proprietary, moral or privacy rights of any Third Party, by any product, Service, Software, Deliverable, Contractor's Intellectual Property, Subcontractor Intellectual Property, and any other Contractor services, technologies, techniques or products used to provide the Services, and/or the receipt or use by the State of any of the foregoing items (collectively referred to as "Contractor Items").

28.2.2 With respect to claims arising from computer hardware or Software manufactured by a Third Party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such Third Party ("Third Party Obligation") and will cooperate in enforcing them; provided that if Fairfax fails to honor its obligation, Contractor will provide the State with indemnity protection equal to that called for by the obligation, but in no event greater than that called for in the first sentence of this Section 28. The provisions of the preceding sentence apply only to Fairfax. Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section 28 will be conditional upon the following:

(a) The State will notify Contractor of any such claim in writing and Contractor shall assume the defense thereof within a reasonable time.

(b) Contractor will have sole control of the defense of any action and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or

disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

(c) Should the Deliverables or Software, or the operation thereof, become the subject of a claim or infringement or violation of the U.S. Intellectual Property right, be enjoined, or appear likely to be enjoined, the State shall permit Contractor, at Contractor's option and sole cost and expense, either to procure for the State the right to continue using the Deliverables or Software, or to replace or modify the same so that they become non-infringing with materially the same functionality. If none of these options can reasonably be taken, or if the use of such Deliverables or Software by the State shall be prevented by injunction, Contractor agrees to take back such Deliverables or Software and make every reasonable effort to assist the State in procuring substitute Deliverables or Software. If, in the sole opinion of the State, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from Contractor under this Agreement, the State shall then have the option of terminating this Agreement, or applicable portions thereof, without penalty. Without limiting the State's remedies, Contractor agrees to take back such Deliverables or Software and refund any sums the State has paid Contractor.

28.2.3 Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:

(a) The combination or utilization of Deliverables furnished hereunder with equipment or devices not made, recommended, approved, or furnished by Contractor;

(b) The operation of equipment furnished by Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software;

(c) The unauthorized modification by the State of the Equipment furnished hereunder or of the Software; or

(d) The combination or utilization of Software furnished hereunder with non-contractor supplied Software unless such Software is approved or recommended by Contractor.

28.2.4 Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this

Agreement for the acquisition, operation or maintenance of computer Software in violation of copyright laws and other Intellectual Property rights. Contractor further certifies and warrants to the State that it has the legal title to any Software or has obtained the right from the legal owners to use and to license use to the State.

29. LIMITATION OF LIABILITY.

29.1 Cap On Liability for Direct Damages. Either Parties' liability for damages for any cause, claims, events or occurrences whatsoever, and regardless of the form of action, whether in contract or in tort, or otherwise, shall be limited to the Total Purchase Price; however, the limitation of liability provided in this Section 29.1 shall not be deemed to apply to Contractor's liability under Sections 28.1.5 or 28.2.1. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.

29.2 Limitation on Non-Direct Damages. The State shall not be liable for consequential, incidental, indirect, special, exemplary and/or punitive damages, including lost profits or loss of business, lost goodwill, regardless of the form of the action or the theory of recovery, even if advised of the possibility of such damages and regardless of the form in which any action is brought. Except as otherwise expressly set forth in this Agreement, Contractor shall not be liable for consequential, incidental, indirect, special, exemplary and/or punitive damages, including lost profits or loss of business, lost goodwill, regardless of the form of the action or the theory of recovery, even if advised of the possibility of such damages and regardless of the form in which any action is brought.

30. INSURANCE AND RISK OF LOSS.

30.1 Required Insurance Coverages. During the Term, at its sole expense, Contractor shall provide and maintain insurance required under the RFP and this Section 30 throughout the Term. The fact that Contractor has obtained the insurance required in this Section 30 shall in no manner lessen nor otherwise affect Contractor's other obligations or liabilities set forth in this Agreement including its obligations to defend, indemnify and hold the State Indemnitees harmless in accordance with Section 28 (Indemnification). If Contractor retains any Subcontractors, Contractor shall require all such Subcontractors to carry the coverages that are commensurate with the Services being performed by each such Subcontractor:

Commercial General Liability Insurance: Contractor shall obtain, at Contractor's expense, and keep in effect during the Term of this Agreement Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, independent contractors liability, products completed operations liability, contractual liability and broad form

property damage coverage. Coverage shall be written on an occurrence basis. A combined single limit of $1,000,000 per occurrence and aggregate is required.

Errors and Omissions Coverage: Contractor shall obtain, at Contractor's expense, and keep in effect during the Term of this Agreement Errors and Omissions Insurance (coverage to include product failure, security failure, professional liability including copyright infringement, and personal injury if limited under commercial general liability insurance) covering any damages caused by an error, omission or any negligent acts of Contractor, its Subcontractors, agents, officers or employees under this Agreement. Combined single limit per occurrence shall not be less than $1,000,000. Annual aggregate limit shall not be less than $1,000,000.

Auto Liability Insurance: Contractor shall obtain, at Contractor's expense, and keep in effect during the Term of this Agreement, auto liability insurance covering all owned, non-owned, or hired vehicles. A combined single limit per occurrence of $1,000,000 will be obtained.

Workers' Compensation and Employers Liability: Contractor shall obtain statutory Workers Compensation coverage in compliance with the compensation laws of the State of Rhode Island. Coverage shall include Employers Liability insurance with minimum limits of $100,000 per each incident, and of $500,000 per disease or policy limit of $100,000 per each employee.

Independent Contractors, neither eligible for nor entitled to, Workers Compensation must file with the Department of Labor and Training, Division of Workers Compensation a Notice of Designation as Independent Contractor Pursuant to Rhode Island General Law 28-29-17.1 naming the State of Rhode Island, Department of Administration, as the hiring entity.

The liability insurance coverage, except Errors and Omissions or Workers Compensation required for the performance of the Agreement, shall include the State of Rhode Island, Department of Revenue and its divisions, officers and employees as Additional Insureds but only with respect to the Contractor's activities under this Agreement.

The insurance required in this agreement, through a policy or endorsement shall include:

A) A Waiver of Subrogation waiving any right to recovery the insurance company may have against the State.

B) A provision that Contractor's insurance coverage shall be primary with respects to any insurance, self-insurance or self-retention maintained by the State

and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Contractor's insurance and shall not contribute.

There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty (30) days written notice from the Contractor or its insurer(s) to the Department of Revenue. Any failure to comply with the reporting provisions of this clause shall be grounds for immediate termination of this Agreement.

As evidence of the insurance coverage required by this contract, the Successful Bidder shall furnish Certificate(s) of Insurance to the Department of Administration, Division of Purchases prior to the issuance of the Notice of contract Award. A copy of additional insured wording from the commercial liability insurance policy will be sent along with the insurance certificate. Failure to comply with this provision shall result in rejection of the bid offer.

Insurance coverage required under the Agreement shall be obtained from insurance companies acceptable to the Department of Administration.

The Contractor shall pay for all deductibles, self-insured retentions and/or self-insurance included hereunder.

The Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

30.2 No Implied Limitation. The obligation of Contractor and its Subcontractors to provide the insurance specified in this Agreement shall not limit in any way any obligation or liability of Contractor provided elsewhere in this Agreement.

30.3 Risk of Loss.

30.3.1 General. Each Party shall be responsible for risk of loss of, and damage to, any Equipment, Hardware or Software in its possession or control, and such Party shall be responsible for the cost of any necessary repair or replacement of such Equipment, Hardware or Software due to an event of loss. A Party shall not be in possession or control until Acceptance of any Equipment, Hardware or Software. Each Party shall promptly notify the other Party of any damage (except normal wear and tear), destruction, loss, theft or government taking of any item of the other Party's Equipment or Software ("Event of Loss") in its possession or control. For events of loss for which the State is responsible, such repair or replacement shall not be considered part of Contractor's Service obligations, but Contractor shall, if requested by the State, coordinate and oversee repair or replacement performed by a Third Party as an expense of the State.

30.3.2 Waiver. Each Party waives all rights to recover against the other Party for damage, destruction, loss, theft or government taking of their respective real or tangible personal property (whether owned or leased) from any cause to the extent: (a) covered by insurance, including their respective deductibles or self-insured retentions; and (b) insurance proceeds are actually received by such Party for such loss. Contractor and the State shall cause their respective insurers to issue appropriate waivers of subrogation rights endorsements to all property insurance policies required to be maintained by each Party.

31. PERFORMANCE BOND.

31.1 Value. At Contractor's expense, and before issuance of a Contract Purchase Award, the Contractor shall furnish the State with a Performance Bond in an amount equal to fifty percent (50%) of the Total Purchase Price (included in Attachment G of the bid) on the Effective Date of the Agreement. Such Performance Bond shall be issued on annually renewable bond forms to be provided by Contractor's surety bond broker. Any change to the Performance Bond or renewal of time for the bond, or termination of this Agreement by either party shall not release Contractor or any of its sureties from their obligations under the Performance Bond. Such Performance Bond shall contain a Waiver of Notice of any changes to this Agreement or Deliverables, Specifications, or any Change Orders. The Performance Bond shall be subject to reduction, upon each anniversary of the Effective Date (when the annually renewable bond is renewed). The reduction shall be based upon the ratio of the aggregate price of the completed Agreement Deliverables accepted by the State during such Agreement year to the Total Cost of the Deliverables described in Deliverables, Work Products and Payments, Exhibit 3. For example, if on the first anniversary of the Effective Date, project Deliverables have been accepted which have an aggregate price equal to twenty (20%) percent of the Total Purchase Price, then effective on and after the first anniversary of the Effective Date, the Performance Bond shall be reduced from fifty percent (50%) of the Total Purchase Price to forty percent (40%) of the Total Cost. (20% times 50% equals 10%, then 50% minus 10% equals 40%)

31.2 Payments. No payments shall be due Contractor unless the Performance Bond is in place and approved by the State in writing. The Performance Bond shall be issued by surety companies acceptable to State and be made payable to the State. The Purchase Order number, as assigned, and dates of performance shall be specified in the Performance Bond. In the event that the State exercises an option to extend this Agreement for any additional period(s), Contractor shall extend the validity and enforcement of the Performance Bond for said periods.

31.3 Performance. The Performance Bond shall secure the performance of Contractor, including without limitation performance of the Services and providing of the Deliverables in accordance with the Project Plan and the Specifications, and shall secure any damages, cost or expenses resulting from

Contractor's default in performance hereunder or liability caused by Contractor. In the event of termination of this Agreement for default by the Contractor, the Performance Bond shall become payable to the State for any outstanding damage assessments made by the State against Contractor. An amount up to the full amounts of the Performance Bond then outstanding may also be applied to Contractor's liability for any administrative costs and/or excess costs incurred by the State in obtaining similar Hardware, Software, Deliverables, other products and Services to replace those terminated as a result of Contractor's default. The State may seek other remedies in addition to this stated liability.

32. ADDITIONAL RIGHTS AND REMEDIES.

32.1 Withholding Payments.

32.1.1 If Contractor fails to deliver Deliverables or to provide the Services, the State shall have the right to withhold any and all payments due hereunder, but only to the extent of the amount in dispute. The State may withhold any and all such payments due hereunder to Contractor, as aforesaid, without penalty or work stoppage by Contractor, until such failure to perform is cured.

32.1.2 The State may also withhold from any amount due Contractor such sums as the State determines to be necessary to protect the State against potential loss or liability, without penalty to the State, but only up to the amount of such sum of the potential loss or liability. The State may only withhold such sums until the potential loss or liability is resolved.

32.1.3 The State may withhold all or any such monies due and payable to Contractor as described in Section 10.1, without penalty, to the extent amounts are in dispute or potential loss or liability exists and until such failure to perform is cured or otherwise adjudicated, or the potential loss or liability ceases.

32.2 **SLAs.** If the Integrated Tax System fails to meet SLAs, Contractor shall modify, reconfigure, upgrade or replace Software at no additional cost to the State in order to provide a Integrated Tax System solution that complies with such SLAs.

32.3 **Right to Inspect.** The Deliverables and Services being provided by Contractor, pursuant to this Agreement shall be available for inspection and review at any reasonable time by representatives of the State. In addition, the State shall have the right to audit and inspect Contractor's use of its Software design and development methodology.

32.4 **Suspension Due to Breach.** In the event the State determines that a breach of this Agreement has occurred in Contractor's compliance with the conditions of this Agreement or if the State has reason to believe that fraud, abuse, malfeasance, misfeasance or nonfeasance has occurred on the part of Contractor under this

Agreement, and the situation is deemed by the State to merit corrective action, the following sequential suspension procedure may be implemented by the State:

32.4.1 The State will notify Contractor in writing of a perceived compliance breach describing the State's concerns.

32.4.2 Contractor will respond to the State's concerns by letter describing proposed corrective actions and proposing completion dates for bringing this Agreement into compliance. Such response will be received by the State within ten (10) business days of the date of receipt of the State's notification.

32.4.3 The State will notify Contractor in writing by registered mail to Contractor's last known address with a return receipt to the State as to the State's final disposition of the State's concern(s).

32.4.4 Upon receipt of notice of final disposition by Contractor, the State reserves the right to suspend all, or part of, this Agreement, and to withhold further payments, or to prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action, if necessary, by Contractor or a decision by the State to terminate in accordance with this Agreement.

32.5 **Suspension for Convenience.** The State may, at any time, by written notification, stop work order to Contractor, require Contractor to stop all, or any part of, the work called for by this Agreement for a period up to ninety (90) days after the stop work order is delivered to Contractor, and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of ninety (90) days after a stop work order is delivered to Contractor, or within any extension of that period to which the Parties shall have agreed, the State shall either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided for in this Agreement.

If a stop work order issued under this Section 32 is canceled or the period of the stop work order or any extension thereof expires, Contractor shall resume work. The State shall make an equitable adjustment in the deliverable schedule, the applicable Deliverable Payment(s), or both, and this Agreement shall be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; and (b) Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if the State reasonably decides the facts justify the action, the State

may receive and act upon a proposal submitted at any time before final payment under this Agreement. If a stop work order is not canceled and the work covered by the stop work order is terminated for the convenience of the State, the State shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement. The State shall not be liable to Contractor for loss of profits because of a stop work order issued under this Section 32.

32.6 **Correction or Removal.** The State may correct such Deficiencies or nonconformities or cure any Contractor default under this Agreement without prejudice to any other remedy it may have if Contractor fails to correct Deficiencies in the Integrated Tax System as required in this Agreement or if Contractor otherwise defaults or fails to perform any provision of this Agreement within ten (10) business days of receipt of notice from the State of such defaults or failures to perform.

32.7 **Cumulative Remedies**. The remedies and security provided to the State under this Agreement shall be cumulative and may be exercised together or sequentially at the State's election. However, the State may not recover more than once for the same damages or Losses, whether through the Performance Bond, refund, withholding or otherwise.

33. REPRESENTATIONS, ADDITIONAL WARRANTIES AND COVENANTS.

33.1 **Contractor's Power and Authority.** Contractor represents and warrants that: (a) it has full power and authority to grant the rights herein granted and the execution, delivery and performance of this Agreement by Contractor have been duly authorized by all necessary corporate action; (b) it will not enter into any arrangement with any Third Party, which might abridge any rights of the State under this Agreement; (c) is qualified and registered to transact business in the State of Rhode Island; (d) the execution and performance of this Agreement by Contractor shall not breach any material agreement, court order, judgment or decree to which Contractor is a party or by which it is bound; (e) has, and promises that it shall maintain in effect, all governmental approvals necessary for it to provide the Services contemplated by this Agreement; and (f) the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement and to bind Contractor to each and every one of the terms, conditions and obligations set forth herein.

33.2 **Performance of the Services.** Contractor represents and warrants to the State that Contractor, directly and/or through its Subcontractors, has the skills, resources and expertise to provide and covenants that it shall perform all Services required under this Agreement in a professional manner, with high quality and in accordance with the standards of care and diligence and the level of skill, knowledge and judgment normally practiced by nationally recognized IT services firm in performing services of a similar nature. If this Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and

does not diminish that standard or criteria for performance; Without limiting the generality of the foregoing, Contractor represents and warrants to the State that all Services provided under this Agreement shall be provided in a timely, professional and workmanlike manner consistent with the industry standards of quality and integrity; provided, however, that where this Agreement specifies a particular standard or criteria for performance, including applicable SLAs, this warranty is not intended to and does not diminish that standard or criteria for performance.

33.3 **Efficiency and Cost Effectiveness.** Contractor covenants to the State that Contractor shall use best efforts to provide the Services in a cost-effective manner consistent with the required levels of quality and performance. Without limiting the generality of the foregoing, such actions shall include: (a) making adjustments in the timing of actions and the performance of non-critical functions (consistent with the State priorities and schedules for the Services and Contractor's obligation to meet the Critical Event Deadlines, Deliverables and SLAs); (b) scheduling usage of State system resources to low utilization periods where practicable and in Contractor's control; and (c) efficiently using the processes and resources for which the State is charged hereunder, consistent with industry norms.

33.4 **Compliance with Statutes and Regulations.** Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable State and Federal Laws and Regulations, including statutes, rules, regulations and orders of the United States and the State of Rhode Island and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.

33.5 **Financial Condition and Accuracy of Financial Information.** Contractor represents and warrants to the State that Contractor now possesses, and covenants that it shall maintain throughout the Term, sufficient financial resources to comply with all of the requirements of Contractor under this Agreement, including but not limited to any contingent obligations under any Subcontract or vendor contract. If Contractor experiences a change in its financial condition that would materially and adversely affect its ability to perform under this Agreement, then it immediately shall notify the State of such change. Contractor further represents and warrants to the State that all financial statements, reports and other information furnished by Contractor to the State as part of this Agreement fairly, materially and accurately represent the business, properties, financial condition and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports or other information. Since the respective dates or periods covered by such financial statements, reports or other information, there has been no material adverse change in the business, properties, financial condition or results of operations of Contractor, the State may, at its discretion require Contractor to provide

additional and periodic information at any time to demonstrate its continued financial responsibility.

33.6 **No Litigation.** Contractor represents and warrants to the State that as of the Effective Date there is no pending or, to its knowledge, anticipated claim, suit or proceeding that involves Contractor that would materially and adversely affect Contractor's ability to perform its obligations under this Agreement including actions pertaining to the proprietary rights described in Section 21.3 (Non-Infringement). At all times during the Term, Contractor shall notify the State, within a reasonable period of time after Contractor's knowledge of any such claim, suit or proceeding initiated by or against Contractor that would materially adversely affect Contractor's ability to perform under this Agreement.

33.7 **Information Furnished to the State.** Contractor represents and warrants to the State that to the best of its knowledge after due inquiry: (a) the Proposal; (b) all written clarifying responses and other written information submitted by or on behalf of Contractor as part of the RFP process; (c) all pricing information and disclosures; and (d) all the information provided by Contractor made a part of this Agreement contains no untrue statement of a material fact or omits any material fact necessary to make such information not misleading.

33.8 **Covenant Regarding Malicious Code.** Contractor shall cooperate with the State and shall take commercially reasonable actions to prevent the introduction and proliferation of Malicious Code into the State's networks, environments and/or systems (including all subcomponents thereof) or networks, environments and/or systems (including all subcomponents thereof) used by Contractor to provide the Services. Without limiting Contractor's other obligations under this Agreement, in the event Malicious Code is found in any Contractor Intellectual Property, Deliverables, Equipment, Hardware, Software, networks, environments and/or systems (including all subcomponents thereof): (a) managed, supported and/or provided by Contractor hereunder; (b) used or accessed by Contractor to provide the Services; and/or (c) used or accessed by the State to receive the Services, then in any such case Contractor shall, at no additional cost or charge to the State, eliminate and reduce the effects of such Malicious Code and, if the Malicious Code causes a loss of Operational efficiency or loss of Data, to mitigate such losses and restore such Data with generally accepted Data restoration techniques; provided that in the case of clauses (b) or (c), Contractor's obligations shall apply only if such Malicious Code was introduced by Contractor or, Contractor's Subcontractors.

33.9 **Covenant Against Gratuities.** Contractor represents and warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, its Subcontractors, or any of their agents or representatives, to any officer or employee of the State with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement. For breach or violation of this warranty, the

State shall have the right to terminate this Agreement, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items or Services which Contractor is required to furnish under this Agreement shall be borne and paid for by Contractor. The rights and remedies of the State provided in this Section 33 are not exclusive and are in addition to any other rights and remedies provided by law or in equity. For breach or violation of this Section 33, the State shall have the right to terminate this Agreement, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any Deliverables or Services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of the State provided in this Section 33 shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

34. FISCAL ASSURANCES.

Contractor agrees to segregate all receipts and disbursements pertaining to this Agreement from recipients and disbursements from all other sources, whether by separate accounts or by utilizing a fiscal code system.

Contractor assures a system of adequate internal control will be implemented to ensure a separation of duties in all cash transactions.

Contractor assures the existence of an audit trail which includes: cancelled checks, voucher authorization, invoices, receiving reports and time distribution reports.

Contractor assures a separate subsidiary ledger of Equipment and property will be maintained.

Contractor agrees any unexpended funds from this Agreement are to be returned to the State at the end of the time of performance unless the State gives written consent for their retention.

35. TERMINATION OF CONTRACT. This Agreement may be terminated as follows, for any reason listed herein.

35.1 Termination for Occurrence of Contingency. The State may, in its sole discretion, at any time terminate this, in whole or in part at the State's sole discretion, in the event of the occurrence of any contingency specified in Section 11 (Contingencies), including if funding is delayed, reduced or eliminated in the current or any future fiscal, by notice of such termination specifying the extent of termination and the effective date thereof ("Notice of Termination").

35.2 Termination for Default. If either party materially breaches this Agreement, then the non-breaching party shall give the breaching party written notice of such default ("Notice of Default"). The breaching party shall correct the default within

thirty (30) days of its receipt of the Notice of Default or as otherwise required by the State. If the default is not corrected, this Agreement may be terminated, in whole or in part at the non-breaching party's sole discretion, immediately by written notice to the breaching party. The option to terminate shall be at the sole discretion of the non-breaching party. The non-breaching party may be entitled to the rights and remedies stated herein.

35.3 **Termination for Convenience of the State.** The State may terminate performance of work under this Agreement for its convenience, i.e., for any reason or no reason, in whole or in part, from time to time, by Notice of Termination. Termination shall be effective as of the close of business on the date specified in the Notice of Termination, which shall be at least ninety (90) days from the date of receipt of the Notice of Termination by Contractor.

35.4 **Termination for Conflict of Interest.** The State may terminate this Agreement, in whole or in part at the State's sole discretion, by written notice to Contractor if it is found, after due notice and examination, that there is a violation by any of the Parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Agreement is terminated as provided herein pursuant to a violation by Contractor, the State shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of a material breach of this Agreement by Contractor.

35.5 **Termination for Contractor's Bankruptcy.** In the event that Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets, or shall avail itself of, or become subject to, any proceeding under the federal Bankruptcy Act or any other statute of any State relating to insolvency or the protection of the rights of creditors that is not dismissed within sixty (60) days, the State may, at its option, terminate this Agreement in whole or in part. In the event the State elects to terminate this Agreement under this Section 35, it shall do so by sending Notice of Termination. The date of termination shall be the close of business on the date specified in such notice to Contractor. In the event of the filing of a petition in bankruptcy by or against the Subcontractor, Contractor shall immediately advise the State.

36. TERMINATION PROCEDURE.

Upon termination of this Agreement, in whole or in part, the State, in addition to any other rights provided in this Agreement, may require Contractor to deliver to the State any property, including Software and Deliverables, for such part of this Agreement as has been terminated and for which Contractor has or will receive payment.

Unless otherwise provided herein, the State shall pay to Contractor the agreed upon price, if separately stated, for the Deliverables completed by Contractor and Accepted by State. However, if the State retains part of the Software following termination of this

Agreement, including without limitation due to the failure of Contractor to receive Acceptance for such Software, the State shall pay Contractor the reasonable value of such Software as mutually agreed by the Parties; provided that, in no event shall the State pay to Contractor an amount greater than Contractor would have been entitled to for such Software if this Agreement had not been terminated. Failure to agree with such determination shall be a dispute. The State may withhold from any amounts due Contractor for such completed work, Software, other Deliverables or Services such sum as the State Project Manager determines to be necessary to protect the State from potential loss or liability.

After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

Stop work under this Agreement on the date, and to the extent specified, in the notice;

Place no further orders or subcontracts for materials, Services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;

As soon as practicable, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section 36;

Complete performance of such part of this Agreement as shall not have been terminated by the State;

Take such action as may be necessary, or as the State Project Manager may reasonably direct, for the protection and preservation of the property related to this Agreement which is in the possession of Contractor and in which State has an interest;

Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State Project Manager, any property which is required to be furnished to State and which has been Accepted or requested by the State; and

Provide written certification to the State that Contractor has surrendered to the State all said property.

At the State's option, termination for any reason listed herein may also be considered termination for convenience.

37. GENERAL CONDITIONS.

37.1 Legal and Regulatory Compliance. Contractor shall comply with all applicable federal, State and local laws, regulations, policies, procedures, rules, codes, standards and other requirements during the Term, including those described in this Agreement, the RFP, and the following:

37.1.1 The Americans with Disabilities Act of 1990 as Amended (42 U.S.C. 12101 et seq).

37.1.2 Internal Revenue Service, Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies including the requirements contained in the certification attached as Exhibit 5;

37.1.3 requirements contained in Exhibits 6 and 7, attached hereto and made a part hereof (Certifications Regarding Environmental Tobacco Smoke and Drug-Free Workplace);

37.1.4 any specific safety requirements contained in this Agreement or as required by applicable State or Federal Laws and Regulations. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Agreement in accordance with Section 35.2 (Termination for Default); and

36.1.5 all applicable State and federal manuals, policies, procedures, directives, guidance and other requirements as they refer to the Integrated Tax System and its operations and the use of Contractor's Services under this Agreement.

37.2 Antitrust Violations. Contractor recognizes that overcharges resulting from antitrust violations are in actual economic practice usually borne by the State. Therefore, Contractor hereby assigns to the State any and all claims for such overcharges as to goods and services purchased in connection with this Agreement, except as to overcharges not passed on to the State resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the prices under this Agreement.

37.3 Contractor Assignment. Contractor shall not sell, transfer, assign, or otherwise dispose of this Agreement or any portion thereof or of any right, title, or interest therein without written consent of the Program Sponsor. Any such purported assignment or transfer shall be void. If approved, any assignee shall be subject to all terms and conditions of this Agreement. No approval by the Program Sponsor of any assignment may be deemed to obligate the State beyond the provisions of this Agreement. This provision includes reassignment of this Agreement due to change in ownership of Contractor. The State shall at all times be entitled to assign or transfer all or a portion of its rights, duties, and/or obligations under this

Agreement to another governmental agency or department in the State of Rhode Island upon giving prior written notice to Contractor.

37.4 Authority. Contractor shall have no authority to bind, obligate or commit the State by any representation or promise without the prior written approval of the State.

37.5 Reserved.

37.6 Covenant Against Contingent Fees. Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or a bona fide established commercial or selling agency of Contractor. In the event of breach of this Section 37.6 by Contractor, the State shall have the right to either annul this Agreement without liability to the State, or, in the State's discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.

37.7 Cooperation of Parties. The Parties agree to fully cooperate with each other in connection with the performance of their respective obligations and covenants under this Agreement. Contractor shall provide all reasonable assistance to, and cooperation with, all other contractors of the State that are providing goods or services to or on behalf of the State relating to the Project or otherwise providing services to the State, including its agents and/or any contractor or contractors as may be engaged by the State to monitor, validate or verify Contractor's performance. Contractor shall be liable to the State for the actual additional costs incurred due to its failure to cooperate with other contractors of the State. If reasonably requested to facilitate such cooperation, Contractor and any other contractor of the State shall enter into written contract(s) that reasonably limit(s) their disclosure and use of each other's Confidential Information in the course of their performance of services for the State.

37.8 Conflict of Interest. Contractor certifies that its officers, members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance of any Services hereunder. Contractor further certifies that in the performance of this Agreement, Contractor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the State.

37.9 Debarment and Suspension. Contractor certifies to the State that it is not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal or state government contracts. Contractor certifies that it will not contract with a Subcontractor or supplier that is so debarred or suspended

37.10 Dispute Resolution. In the event of any dispute arising during the Term concerning performance of this Agreement, either Party shall serve notice of such dispute on the other Party, and the dispute shall be determined by State Procurement regulations.

37.11 Cost of Litigation. In the event that the State deems it necessary to take legal action to enforce any provision of this Agreement, Contractor shall bear the cost of such litigation, as assessed by the court, in which the State prevails. The State shall not bear any of Contractor's cost of litigation for any legal actions initiated by Contractor against the State regarding the provisions of this Agreement. Legal action shall include administrative proceedings. Contractor agrees to pay reasonable attorney fees incurred by the State in enforcing this Agreement or otherwise reasonably related thereto.

37.12 Employment of State Employees. Contractor shall not knowingly engage on a fulltime, part-time, or other basis during the period of this Agreement, any professional or technical personnel who are directly involved in the Integrated Tax System without the written consent of the State.

37.13. Construction

37.13.1 Captions and References. Captions, titles and headings to articles and Sections of this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this Agreement. Any reference herein to a particular Section number (e.g., "Section 2") shall be deemed a reference to all Sections of this Agreement that bear sub numbers to the number of the referenced Section (e.g., Sections 2.1, 2.1.1, etc.). The terms "this Agreement", "herein", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular article, Section or other portion hereof. Unless otherwise specified, "days" means calendar days and the word "dollar" and the symbol "$" refer to United States Dollars. Any use of the term "including" in this Agreement shall be construed as if followed by the phrase "without limitation" or "but not limited to".

37.13.2 Plurality. Words importing the singular number mean and include the plural number and vice versa.

37.13.3 Persons. Words importing persons include individuals, legal personal representatives, firms, companies, associations, joint ventures, general partnerships, limited partnerships, limited liability partnerships, limited liability companies, trusts, business trusts, corporations, governmental bodies, and other legal entities.

37.13.4 References to Contractor. As used in this Agreement relating to the provision of Services hereunder, references to "Contractor" also shall apply to Subcontractors, and Project Staff in accordance with the

following: (a) a reference to Contractor shall mean at all times that Contractor is responsible for ensuring and causing the compliance of Subcontractors, Affiliates of Contractor and Project Staff with the terms and conditions of this Agreement; (b) with regard to complying with the terms and conditions of this Agreement, references to Contractor include Affiliates of Contractor and Subcontractors to the extent that such Affiliates of Contractor and/or Subcontractors are providing the Services; and (c) with regard to complying with the terms and conditions of this Agreement, references to Contractor include the applicable Project Staff who are providing the Services. Notwithstanding the foregoing, under no circumstances shall Affiliates of Contractor, Subcontractors or Project Staff be eligible for or exercise, use or enjoy any rights or benefits of Contractor under the terms and conditions of this Agreement, unless otherwise explicitly stated in the applicable term or condition of this Agreement.

37.13.5 References to Statutes. Each reference to a statute or statutory provision includes any statute or statutory provision which amends, extends, consolidates or replaces the statute or statutory provision or which has been amended, extended, consolidated or replaced by the statute or statutory provision and includes any orders, regulations, by-laws, ordinances, codes of practice or instruments made under the relevant statute.

37.13.6 Interpolation. If any calculation hereunder is to be made by reference to a chart or table of values, and the reference calculation falls between two stated values, the calculation shall be made on the basis of linear interpolation.

37.13.7 Accounting and Financial Terms. All accounting and financial terms used herein are, unless otherwise indicated, to be interpreted and applied in accordance with GAAP.

37.13.8 Imputation of Knowledge to the State. The State will not be imputed with knowledge of any fact, matter or thing unless that fact, matter or thing is within the actual knowledge of those of its employees or agents (including the Executive Office) who have responsibilities in connection with the conduct of the performance of this Agreement.

37.13.9 Knowledge Deemed Held by Contractor. Without limiting the extent of its actual knowledge, Contractor shall for all purposes of this Agreement be deemed to have such knowledge with respect to the Services as is held (or ought reasonably to be held) by all persons involved in carrying out the Services including Contractor, the Affiliates of Contractor, Subcontractors, and the agents, employees or workers of any of them.

37.13.10 Statutory Rights. Nothing in this Agreement affects any statutory rights granted or terms required, in either case, by mandatory statutory law that cannot be waived or limited by contract. If there is a conflict between the terms in this Agreement and mandatory statutory law, mandatory statutory law shall prevail.

37.13.11 Neither Party Considered Drafter. Despite the possibility that one Party may have prepared the initial draft of this Agreement or played the greater role in the preparation of subsequent drafts, the Parties agree that neither of them shall be deemed the drafter of this Agreement, and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one Party on the ground that such provision was drafted by the other Party.

37.14 Due Diligence Complete. Contractor hereby acknowledges and agrees that it has reviewed the State's requirements set forth in this Agreement, reviewed the States Policies and Rules, and has completed all due diligence it deems necessary to perform and manage the Services for the State in conformance with the terms of this Agreement. Contractor hereby acknowledges that Contractor has obtained, through the State or otherwise, all information and documents that Contractor deems necessary for Contractor to negotiate the terms and conditions of this Agreement and to enter into and perform its obligations under this Agreement in accordance with its terms (collectively, the "Due Diligence Information"). Contractor shall not be relieved of any of its obligations under this Agreement nor shall the payments, Services or SLAs, or any other terms and conditions of this Agreement be adjusted, as a result of: (a) Contractor's failure to review the Due Diligence Information; (b) any inaccuracies, errors, or omissions contained in the Due Diligence Information; and/or (c) Contractor's failure to request any information or documents from the State.

37.15. Independent Contractor. Contractor, Project Staff, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, agents or servants of the State. Contractor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Contractor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance, and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Contractor shall not assign, convey, transfer, or delegate any of its responsibilities and obligations under this Agreement to any person, corporation, partnership, association or entity without expressed written consent of the State.

37.16 News Releases. Contractor shall not issue any news releases without the prior written approval of the State's Program Sponsor, approval to not be unreasonably withheld.

37.17 Contract Modification. No amendment, modification, waiver, or variation of this Agreement shall be effective or binding made in writing, signed by authorized representative of the Parties, and approved as required hereunder. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Parties.

37.18 Waiver of Rights. Any action or inaction by the State or the failure of the State on any occasion to enforce any right or provision of this Agreement, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

37.19 Notice of Delay. When either Party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that Party shall, within five (5) business days, give notice thereof, including all relevant information with respect thereto, to the other Party.

37.20 Notices. Any notice or demand or other communication required or permitted to be given under this Agreement or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid and return receipt requested, to the Parties at the following addresses:

Contractor at:

Revenue Solutions, Inc.

Attention: Christopher Barlow

42 Winter Street

Pembroke, Massachusetts 02359

Phone: 781.709.5110

Fax: 781.826.1324

To State at:

State of Rhode Island, Division of Taxation

Attention: David M. Sullivan, Tax Administrator

One Capitol Hill

Providence, RI 02908

Phone: 401.574.8922

Fax: 401.574.8917

The notice address as provided herein may be changed by notice given as provided above.

37.21 Remedies. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

37.22 Severability. Contractor and the State agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

37.23. Survival. All Services performed and Deliverables delivered pursuant to the authority of this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial Term or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive. In addition, the terms of Section 28, (Indemnification), Section 29, (Limitation of Liability), Section 27, (Data Protection, Security and Confidentiality), and Section 26, (Intellectual Property Rights) shall survive the termination of this Agreement.

37.24 Third Party Beneficiaries. The State and its agencies shall be considered as Third Party beneficiaries for purposes of this Agreement. Except as otherwise specifically stated in this Agreement, the provisions of this Agreement are for the benefit of the Parties hereto and not for any other person.

37.25 Waiver. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written instrument signed by the Parties hereto.

37.26 Applicable Law. This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of Rhode Island; venue of any action

brought with regard to this Agreement shall be in Providence County, Providence, Rhode Island, and Contractor accepts the personal jurisdiction of such courts.

37.27 Complete Integration. Contractor acknowledges that it has read this Agreement and the attachments and documents incorporated herein, understands them and agrees to be bound by their terms and conditions. The terms and conditions of this Agreement are intended by the Parties as a final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior contemporaneous agreement unless such agreement is signed by both Parties. In the absence of such an agreement, this Agreement shall constitute the complete and exclusive statement of the terms and conditions, and no extrinsic evidence whatsoever may be introduced in any judicial proceeding, which may involve this Agreement. This Agreement may not be modified, except by mutual consent executed in writing by both Parties as described in Section 37.17 (Contract Modification).

[Signature Page Follows]

The Parties hereto, having read this Agreement in its entirety, including all attachments hereto do agree thereto in each and every particular. In witness thereof, the Parties have set their hands hereunto as of the Execution Date.

THE STATE OF RHODE ISLAND,
by and through THE DEPARTMENT
OF REVENUE, on behalf of the
DIVISION OF TAXATION

By: _____

Printed Name: David M Sullivan

Title: Tax Administrator

Date: April 29, 2013

REVENUE SOLUTIONS, INC.

By: _____

Printed Name: Paul Panariello

Title: Vice President

Date: April 26, 2013

EXHIBIT 1

Definitions

Capitalized terms used in this Agreement, including any schedules, exhibits, attachments, addenda and other documents attached to or otherwise made a part of this Agreement shall be given the meaning shown below, unless context requires otherwise or a unique meaning is otherwise specified. Other capitalized terms used in this Agreement are defined in the context in which they are used and shall have the meanings ascribed to them therein. The terms defined below include the plural as well as the singular.

"Acceptance": A notice from the State to Contractor that, as applicable: the Deliverables, Services, Hardware, Software, Equipment, and the Integrated Tax System have satisfied their applicable Acceptance Tests.

"Acceptance Criteria": The measures against which Deliverables, Services Software, Equipment, and the Integrated Tax System shall be evaluated and the grounds for the State's Acceptance or rejection thereof.

"Acceptance Test Plan": The written plan or process that describes in detail the Acceptance Tests to be performed with corresponding Acceptance Criteria.

"Acceptance Tests": Tests performed during the Performance Testing Period as defined below which are intended to determine compliance of the Deliverables, Services, Equipment, Software and the Integrated Tax System with the Specifications and all other attachments incorporated herein by reference and to determine the reliability of the Equipment.

"Project Director": The project director designated by Contractor, as described in Section 12.1.3.

"Affiliate": An entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with another entity. As used herein, "control" means the power to, directly or indirectly, direct the management or affairs of an entity, and "own" or "ownership" means the beneficial ownership, directly or indirectly, of a majority or minority of the voting equity securities or other equivalent voting interests of the entity. With respect to the State, the term "Affiliate" shall be deemed to include each and every state and/or agency or department which is intended to receive any of the benefits of this Agreement as set forth herein or as described in the RFP.

"Agreement": This Integrated Tax System Agreement, all schedules, appendices, addenda and other documents attached to this Agreement, the RFP, the Proposal, and any other items which are incorporated herein by reference.

"Application Program": A computer program that is intended to be executed for the purpose of performing useful work for the user of the information being processed.

"Attachment": Unless expressly referring to an Attachment to the Agreement, a mechanical, electrical, or electronic interconnection to the vendor-supplied Machine or Integrated Tax System of Equipment, manufactured by other than the original Equipment manufacturer that is not connected by the vendor.

"Change Order": As defined in Section 8.1.1 and described in Section 8.7 of the State of Rhode Island Procurement Regulations, a formal authorization signed by the Purchasing Agent directing or allowing the Contractor to proceed with changes, alterations, or modifications to the terms, conditions or scope of work on a previously awarded contract.

"Claims": Any civil, criminal, administrative or investigative suit, action or proceeding brought by a Third Party against the State and State Indemnitees.

"Commercial Off-The Shelf" or **"COTS"**: a commercial item sold in substantial quantities in the commercial marketplace and offered to the State under a contract without modification in the same form in which it is sold in the commercial marketplace.

"Commercial Software": Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Agreement; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Agreement.

"Confidential Information": Information of each party, regardless of its form, that is not subject to public disclosure under applicable State and Federal Laws and Regulations, including, but not limited to, R.I.G.L. 38-2-2. In the case of the State, Confidential Information also shall include State Intellectual Property, the Data, attorney-client privileged materials, attorney work product, information (tax) financial, statistical, personal, technical, and other data and information relating to the State's operation which are designated confidential by the State and made available to Contractor in order to carry out this Agreement, or which become available to Contractor in carrying out this Agreement,

"Contractor": The entity identified in the preamble of this Agreement performing Services under this Agreement on behalf of Contractor, including any of its officers, agents, Subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement as the context may require.

"Contractor's Intellectual Property": Except as otherwise provided herein, collectively, the Intellectual Property used in connection with the Services that was owned, acquired or developed by or on behalf of Contractor prior to the Effective Date. Contractor's Intellectual Property does not include Custom Software developed under this Agreement expressly for the State.

"Contractor Pre-Existing Software": Software owned, acquired or developed by or on behalf of Contractor prior to the Effective Date that is provided or used by Contractor in connection with the Integrated Tax System, incorporated in any manner in the Integrated Tax System, or necessary for operation, repair, maintenance and support of the Integrated Tax System. For the avoidance of doubt, any modifications, stored procedures, notes, triggers, user roles and the like to Contractor's Pre-Existing Software developed by Contractor, any Subcontractor or any Third Party under or in connection with this Agreement shall constitute Contractor Pre-Existing Software. The Contractor's Pre-Existing Software expressly includes Fairfax Imaging Inc.'s Quick Modules.

"Custom Software": Software that does not meet the definition of Commercial Software or Contractor Pre-Existing Software and is created, developed, or prepared specifically for the State by Contractor, its employees, agents, or Subcontractors in the course of performing the Services under this Agreement.

"Data": The State's records, files, forms, data and other documents that will be converted by Contractor for Processing by the Software, including tax information.

"Data Processing Subsystem": A complement of Contractor- furnished individual Machines, including the necessary controlling elements (or the functional equivalent) and Operating Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.

"Data Processing Integrated Tax System": The total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors) and Operating Software, which are acquired to operate as an integrated group. This term includes without limitation all tangible and/or intangible assets used to perform the services to be rendered by Contractor under this Agreement.

"Days": Calendar days, unless otherwise indicated.

"Deadline(s)": The dates described in this Agreement, the RFP, the Project Plan and Schedule for the delivery of the Deliverables to the State, or achievement of Work Products, as applicable.

"Deficiency" or "Deficient": A failure of the Integrated Tax System to conform in whole or in part to its Specifications, including the RFP and the Proposal, or any failure of Contractor to perform the Services in accordance with the Service Level Standards.

"Deliverable(s)": A tangible item or items provided by the Contractor which results from the Services under the Agreement, including the items described in RFP to be provided pursuant to this Agreement. The list of Deliverables can be found in Exhibit 3 herein.

"Deliverable Payment(s)": The amount(s) to be paid by the State for each Deliverable as described in Section 10.1 (Deliverable Payments).

"Department of Administration": The Rhode Island Department of Administration.

"Department of Revenue": The State of Rhode Island, Department of Revenue.

"Disclosing Party": The Party that has disclosed Confidential Information to the other Party.

"Division of Purchases": The Rhode Island Department of Administration, Division of Purchases.

"Division of Taxation": The Rhode Island Department of Revenue, Division of Taxation.

"Documentation": All information that describes the installation, operation, and use of the Software, the Equipment, the Integrated Tax System, either in printed or electronic format, including, without limitation, operations, technical and User manuals.

"Effective Date": The date this Agreement goes into operation by incorporation through the issuance of a purchase agreement by the Rhode Island Division of Purchases.

"Enhancements": Updates, additions, patches, and changes to, and new releases for the Software or Equipment.

"Equipment": An all-inclusive term which refers either to individual Machines or to a complete Data Processing Integrated Tax System or subsystem, including its Hardware and Operating Software (if any).

"Equipment Failure": A malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.

"Execution Date": The latest date the Parties execute this Agreement, and the Division approves this Agreement through the issuance of formal purchasing document.

"Fairfax": Fairfax Imaging, Inc. that has been identified as Contractor's subcontractor to provide imaging and data capture solutions for the Integrated Tax System through Fairfax Imaging Quick Modules.

"Fairfax Imaging Quick Modules": COTS software package owned and licensed by Fairfax Imaging, Inc.

"Goods": All types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).

"Hardware": Refers to computer Equipment and is contrasted with the term "Software." See also Equipment.

"Information Technology": Unless expressly referring to the Rhode Island Division of Information Technology, all electronic technology systems and services, automated information handling, Integrated Tax System design and analysis, conversion of Data, computer programming, information storage and retrieval, telecommunications which include voice, video, and Data communications, requisite Integrated Tax System controls, simulation, electronic commerce, and all related interactions between people and Machines.

"Installation Date": The date specified in the Project Plan by which Contractor must have the ordered Equipment ready (certified) for use by the State.

"Integrated Tax System": The complete collection of Hardware, Software, Deliverables and Services, including Contractor's Revenue Premier® and Fairfax Imaging Quick Modules software, as described in this Agreement, integrated and functioning together with the Data in accordance with the applicable Specifications and on the Equipment, and performing in accordance with this Agreement.

"Intellectual Property": Any (a) formulae, algorithms, methodologies, processes, process improvements, procedures, designs, ideas, concepts, research, discoveries, work product, materials, inventions and invention disclosures (whether or not patentable or reduced to practice), know-how, and technology; (b) software, databases, tools, and machine-readable texts and files; and (c) literary work or other work of authorship, including documentation, reports, drawings, charts, graphics and other written documentation, together with all patents, copyrights, trademarks, service marks, trade secrets and other Intellectual Property rights in or appurtenant to any of the foregoing.

"Key Staff": Contractor's officers, agents, employees, suppliers, laborers, consultants and any other person performing a key role in the Project on behalf of Contractor.

"Legacy System": The existing system which is used by the Division of Taxation and which will be replaced by the Integrated Tax System (Mainframe and Off-line Systems).

"Losses": Settlements, judgments, awards, fines, penalties, sanctions, interest, liabilities, losses, costs (including costs of lost data or recreation of data), damages and expenses, including reasonable attorney's fees and disbursements and court costs.

"Machine": An individual unit of a Data Processing Integrated Tax System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.

"Machine Alteration": Any change to a Contractor -- supplied Machine which is not made by Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.

"Malicious Code": Any (a) virus, worm, code, program, or sub-program whose knowing or intended purpose is to damage or interfere with the operation of the computer system containing the code, program or sub-program, or to halt disable or interfere with operation of the Software, code, program, or sub-program, itself; (b) device, method, or token that permits the circumvention of the normal security of the Software or the system containing the code; or (c) any adware, spyware, Internet bots, malware, bugs, web bugs or other surreptitious code.

"Maintenance and Operations" or "Maintenance": The software maintenance and operations to be performed by Contractor under this Agreement.

"Notice": A written document given by a party to the other in accordance with Section 37.20 (Notice).

"Operational": The condition when the Integrated Tax System (or portion thereof as applicable) is totally functional in accordance with its Specifications and usable for its purposes in the daily operations of the State, and all of the Data has been loaded into the Integrated Tax System and is available for use by the State.

"Operating Software": Routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.

"Party" or "Parties": Individually or collectively, the Executive Office and/or Contractor.

"Performance Bond" or "Bond": A bond, surety, letter of credit or other instrument acceptable to the State, securing Contractor's performance of its Agreement obligations and other potential liabilities to the State from the Effective Date until Integrated Tax System Acceptance, as described in Section 31 (Performance Bond).

"Performance Testing Period": A period of time during which the State, by appropriate tests and production runs, evaluates the performance of the Deliverables, Software, Equipment, and the Integrated Tax System prior to its Acceptance by the State.

"Permitted Auditors": The State Bureau of Audits, the Auditor General or any other person or entity authorized by the State to conduct an audit on its behalf.

"Programming Aids": Contractor-supplied programs and routines executable on Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines (e.g., tape-to-disk routines, disk-to-print routines, etc.).

"Program Product": Programs, routines, subroutines, and related items which are proprietary to Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.

"Project": The planned undertaking regarding the entire subject matter of this Agreement and the activities of all Parties related hereto.

"Project Staff": Contractor's and Subcontractor's project staff assigned to work on this Project including Contractor Project Director, Key Staff, employees, representatives, contractors and agents, consultants and other individuals.

"Property": All State real and personal property, including as described in Section 15 (State Property).

"Project Plan": The overall plan of activities for the Project, and the delineation of tasks, activities and events to be performed and Deliverables to be produced with regard to the Project, as submitted with the Proposal.

"Proposal": Contractor's written proposal submitted in response to the RFP.

"Receiving Party": The Party that has received Confidential Information from the other Party.

"Records": Contractor's and Subcontractor's records of and supporting documentation for all payments, all Data and all transactions, authorizations, changes, implementations, soft document accesses, reports, filings, returns, analyses, procedures, controls, records, data or information created, generated, collected, processed or stored by Contractor during the course of the performance of its obligations under this Agreement.

"Release": The divided periods during which the Integrated Tax System will be implemented, as described Section 5 (Releases, Critical Events Deadlines).

"Release Plan": The list of tax types to be implemented in each release. The Release Plan, Exhibit 2, is incorporate herein as part of this Agreement.

"Report(s)": Documents provided by Contractor to the State regarding Project activities, events and Services provided.

"Request for Proposals" or "RFP": The Request for Proposals #7458282 for the Integrated Tax System, and any attachments and addenda thereto.

"Revenue Premier": COTS software package owned and licensed by Revenue Solutions, Inc.

"Schedule": The dates described in the Project Plan for deadlines for performance of Services and other Project events and activities, including Deliverables, Work Products and Critical Events Deadlines.

"Services": The tasks and services to be performed by Contractor on the Project.

"SLA(s)": The service levels agreements contained in Section 4.4.4 of the RFP and in this Agreement.

"Software": An all-inclusive term which refers to any computer programs, routines, or subroutines supplied by Contractor, including Operating Software, Custom Software, Commercial Software, Contractor Pre-Existing Software, Programming Aids, Application Programs, and Program Products, all in source code and object code formats. Enhancements provided by Contractor during Operations and Maintenance, if any, in object code and source code formats will be included as part of the Software.

"Source Code": Computer software programs, scripts, routines and sub-routines written in human readable form (although it may also be written in a software programming language) intelligible to trained software programmers, and which may be used by itself or through use of a compiler to create executable software code, including but not limited to any tools, such as linkers and libraries, that may be used in producing the executable software code.

"Specifications": The written specifications that define the requirements and Acceptance Criteria, as described in: the RFP; the Proposal; the Documentation(if formally approved by an authorized agent of the State); all applicable State and Federal Laws and Regulations; State technical standards; and subsequent State-approved Deliverables. The Specifications are, by this reference, made a part of the Agreement.

"State": The government of the State of Rhode Island, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Rhode Island.

"State and Federal Laws and Regulations": All applicable federal and State laws, rules, regulations, ordinances, guidance, directives, orders, policies, practices, controls, procedures, standards, as promulgated, supplemented and/or amended from time to time.

"State Indemnitees": The State, each of its agencies, its officers, employees, agents, attorneys, representatives, consultants, successors and assigns.

"State Intellectual Property": Collectively (a) the Intellectual Property, that is (i) owned, acquired or developed by the State prior to or after the Effective Date, or (ii) licensed or leased by the State from a Third Party prior to or after the Agreement Effective Date.

"State Project Manager": The individual chosen by the State with overall management responsibilities for the Project for the State.

"Subcontractor": A person, partnership, company, or other entity not in the employment of or owned by Contractor, which is performing Services under this Agreement with or on behalf of Contractor.

"Term": The time period for performance of this Agreement as specified in Section 4.1, including any extensions thereof.

"Third Party": Persons, corporations and entities other than the State, Contractor or any of their Affiliates.

"Total Purchase Price": The Total Purchase Price shall have the meaning given to it in Section 10.1 and 10.2.

"U.S. Intellectual Property Rights": Intellectual Property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

"Work Product(s)": Project artifacts produced by the Contractor during the execution of this Agreement as described in Exhibit 3. Work Products will be produced by the Contractor and reviewed by the State, but do not need to be formally approved like a Deliverable.

EXHIBIT 2

RELEASE PLAN

Division of Taxation – Integrated Tax System Project Plan			
Project Initiation May 2013 – June 2013	Release 1 July 2013 – June 2014	Release 2 July 2014 – September 2015	Release 3 October 2015 – September 2016
Software & Hardware Installation Requirements Confirmation Tax Binder Completion	Most Revenue Accounting Begin Consolidated Collections [36 tax types] Alcoholic Beverage Import Service Fee Alcoholic Beverage Manufacturing Tax Bank Deposit Tax Bank Excise Tax Beverage Container Tax Compassion Center Surcharge Economic Development (Newport) Employee Leasing Organization Fee Environmental Protection Regulatory Fee Exempt Organization Exemption Fee Gaming Withholding Historic Tax Credit Hospital Licensing Fee Imaging Services Surcharge Insurance Liquor Agent License Fee Manufacturer & Wholesale License Fee Motor Carrier Fuel Use / IFTA Receipts Motor Fuel/Gasoline Outpatient Facility Surcharge Political Organization Tax Public Service Gross Earnings Tax Real Estate & Mobile Home Conveyance Fee Rental Vehicle Surcharge Security Deposits Simulcast Telecom Surcharges - E911 Wireless Surcharge Telecom Surcharges - E911 Wireline Surcharge Telecom Surcharges - GIS Technical Fund Telecom Surcharges - Tele Education Access Fund Telephone Tangible Public Service Corporation Tax Tobacco Dealer License Tobacco Products Uniform Oil Response & Prevention Fee Warwick Airport Parking Permit Fee Warwick Airport Parking Surcharge	Revenue Accounting Consolidated Collections [3 tax types] Fiduciary Personal Income Tax Property Tax Relief	Taxpayer Portal Inventory Management [21 tax types] Cigarette Permit Cigarette Tax Consumer Use Tax Corporation Income Tax Estate Tax Franchise Tax Gasoline Station Permit Hard to Dispose - Antifreeze Hard to Dispose - Lubricating Oil Hard to Dispose - Organic Solvent Hard to Dispose - Tire Health Care Provider (Group Home/Nursing Home) Hotel Tax - Local 1% Hotel Tax - State 5% Litter Tax Meals & Beverage Tax Motor Carrier Decals, License and Permits Prepaid Wireless Sales & Use Tax Sales Tax Permit Withholding Tax

EXHIBIT 3

DELIVERABLES, WORK PRODUCTS AND PAYMENTS

Release	Artifact ID	Deliverable Name	Description	Anticipated Deliverable Due Date	Deliverable Payment
Project Initiation	7.0	Performance Bond	Total cost of the performance bond as defined and required by the RFP.	5/31/2013	$500,000
Project Initiation	8.0	Revenue Premier Software License	RSI will provide a one-time, perpetual license for the proposed Revenue Premier software.	5/31/2013	$2,346,250
Project Initiation	9.0	Fairfax Imaging Quick Module Software License	RSI will provide a one-time, perpetual license for the proposed Quick Modules software.	5/31/2013	$279,850
Project Initiation	10.0	Third Party System/Technical Software	RSI will purchase the proposed third party software on behalf of the agency.	5/31/2013	$575,495
Project Initiation	11.0	Hardware	RSI will purchase the proposed hardware on behalf of the agency.	5/31/2013	$569,823
Project Initiation	12.0	Initial Hardware and Software Installation	Installation cost for the hardware/software in a Development environment.	6/30/2013	$146,200
Project Initiation	13.0	System Requirements Confirmation	RSI will conduct a number of requirements confirmation sessions to confirm the release assignments, clarify understanding of the requirement, demonstrate the requirement in a Sandbox environment (where applicable), and document that the requirement will be met through either configuration or new development. The goal is to provide a disposition for each requirement identified in the RFP.	7/1/2013	$350,000

Release	Artifact ID	Deliverable Name	Description	Anticipated Deliverable Due Date	Deliverable Payment
Release 1	22.0	Configuration Specifications & Design Specification Complete	RSI will conduct the necessary design familiarization sessions to confirm the site specific configurations necessary to the application and perform the configurations in the application. RI DOT will validate that the site specific configurations are acceptable through hands on demonstrations in the functioning application. In areas that require development, these will be defined at the general system design level in a Design Specification document that will be produced by RSI as part of this deliverable.	10/28/2013	$1,074,400
Release 1	23.0	Begin System Test	Start of the System Test Release of the release.	1/31/2014	$750,000
Release 1	25.0	Begin Model Office Test	Start of the Model Office Test Release of the release.	4/30/2014	$1,150,000
Release 1	27.0	Train-The-Trainer Complete	RSI will complete the delivery of Train-the-Trainer training courses agreed to by RSI and RI DOT in the Training Plan.	4/30/2014	$750,000
Release 1	31.0	System Deployment	RSI will perform the deployment of the release specific system to the production environment. System deployment is the date the agency begins using the system in the production environment.	7/1/2014	$1,410,400
Release 2	35.0	Configuration Specifications & Design Specification Complete	See definition in Release 1.	10/31/2014	$1,037,200
Release 2	36.0	Begin System Test	See definition in Release 1.	2/28/2015	$750,000
Release 2	38.0	Begin Model Office Test	See definition in Release 1.	7/1/2015	$1,200,000
Release 2	39.0	Train-The-Trainer Complete	See definition in Release 1.	8/31/2015	$750,000
Release 2	44.0	System Deployment	See definition in Release 1.	10/31/2015	$1,386,000
Release 3	47.0	Configuration Specifications & Design Specification Complete	See definition in Release 1.	11/30/2015	$1,237,200
Release 3	49.0	Begin System Test	See definition in Release 1.	2/28/2016	$800,000
Release 3	51.0	Begin Model Office Test	See definition in Release 1.	7/1/2016	$1,250,000
Release 3	52.0	Train-The-Trainer Complete	See definition in Release 1.	8/31/2016	$800,000
Release 3	57.0	System Deployment	See definition in Release 1.	10/31/2016	$1,398,800
Maintenance	M1	Year 1 Software Maintenance	Reoccuring annual maintenance for all software provided by RSI.	5/31/2013	$117,838

Release	Artifact ID	Deliverable Name	Description	Anticipated Deliverable Due Date	Deliverable Payment
Maintenance	M2	Year 2 Software Maintenance	Reoccuring annual maintenance for all software provided by RSI.	5/31/2014	$583,883
Maintenance	M3	Year 3 Software Maintenance	Reoccuring annual maintenance for all software provided by RSI.	5/31/2015	$593,538
Maintenance	M4	Year 4 Software Maintenance	Reoccuring annual maintenance for all software provided by RSI.	5/31/2016	$595,087
Maintenance	M5	Year 5 Software Maintenance	Reoccuring annual maintenance for all software provided by RSI.	5/31/2017	$596,682

Release	Artifact ID	Work Product Name	Description	Anticipated Work Product Due Date
Project Initiation	1.0	Project Kickoff		5/10/2013
Project Initiation	2.0	Implementation Methodology and Work Plan	30 days from contract execution.	5/31/2013
Project Initiation	3.0	Configuration & Change Management Plan	30 days from contract execution.	5/31/2013
Project Initiation	4.0	System Requirement Specification for the COTS ITS core application	30 days from contract execution.	5/31/2013
Project Initiation	5.0	Installation Procedures	30 days from contract execution.	5/31/2013
Project Initiation	6.0	Programming Skills/Language Requirements – complete list of skills and/or programming languages that will be needed to maintain system going forward.	30 days from contract execution.	5/31/2013
Project Initiation	14.0	Master Test Plan	60 days from contract execution.	7/1/2013
Project Initiation	15.0	Technical Knowledge Transfer Plan	60 days from contract execution.	7/1/2013
Project Initiation	16.0	Short and Long Term Data Storage Plan	90 days from contract execution.	7/31/2013

Release	Artifact ID	Work Product Name	Description	Anticipated Work Product Due Date
Project Initiation	17.0	Desktop and Equipment Assessment – Assess existing equipment within the Division of Taxation and supply a complete list of equipment that needs to be kept, upgrade, and/or replaced.	90 days from contract execution.	7/31/2013
Project Initiation	18.0	Staffing Requirements – provide a complete list of State of Rhode Island positions (including number of positions) that will be required to successfully and independently maintain system going forward	180 days from contract execution.	10/31/2013
Release 1	19.0	Release 1: Data Conversion/Migration Plan by tax type	30 days after start of each Release.	7/31/2013
Release 1	20.0	Release 1: Software Requirements Specification (SRS) for each tax type (including business process flows)	Due at the same time as the Configuration Specifications & Design Specification Complete deliverable	10/28/2013
Release 1	21.0	Release 1: Test Plan & Test Procedures, including detailed test scenarios, by tax type	90 days after start of each Release.	10/28/2013
Release 1	24.0	Release 1: Training Manual, Online Training Aids, and Course Materials	60 days prior to production cutover of each Release.	4/30/2014
Release 1	26.0	Release 1: Test Reports	7 days prior to production cutover for each Release	6/23/2014
Release 1	28.0	Release 1: Disaster Recovery Procedures	30 days after production cutover of Release 1	7/31/2014
Release 1	29.0	Release 1: Operations Manual	30 days after production cutover of Release 1	7/31/2014
Release 1	30.0	Release 1: Internal and External User Manuals	30 days after production cutover of Release 1	7/31/2014
Release 2	32.0	Release 2: Data Conversion/Migration Plan by tax type	30 days after start of each Release.	7/31/2014
Release 2	33.0	Release 2: Software Requirements Specification (SRS) for each tax type (including business process flows)	Due at the same time as the Configuration Specifications & Design Specification Complete deliverable	10/31/2014

Release	Artifact ID	Work Product Name	Description	Anticipated Work Product Due Date
Release 2	34.0	Release 2: Test Plan & Test Procedures, including detailed test scenarios, by tax type	90 days after start of each Release.	9/30/2014
Release 2	37.0	Release 2: Training Manual, Online Training Aids, and Course Materials	60 days prior to production cutover of each Release.	8/31/2015
Release 2	40.0	Release 2: Test Reports	7 days prior to production cutover for each Release	10/23/2015
Release 2	41.0	Release 2: Disaster Recovery Procedures Update	30 days after production cutover of Release 2	11/30/2015
Release 2	42.0	Release 2: Operations Manual Update	30 days after production cutover of Release 2	11/30/2015
Release 2	43.0	Release 2: Internal and External User Manuals Update	30 days after production cutover of Release 2	11/30/2015
Release 3	45.0	Release 3: Data Conversion/Migration Plan by tax type	30 days after start of each Release.	10/31/2015
Release 3	46.0	Release 3: Software Requirements Specification (SRS) for each tax type (including business process flows)	Due at the same time as the Configuration Specifications & Design Specification Complete deliverable	11/30/2015
Release 3	48.0	Release 3: Test Plan & Test Procedures, including detailed test scenarios, by tax type	90 days after start of each Release.	12/31/2015
Release 3	50.0	Release 3: Training Manual, Online Training Aids, and Course Materials	60 days prior to production cutover of each Release.	8/31/2016
Release 3	53.0	Release 3: Test Reports	7 days prior to production cutover for each Release	10/23/2016
Release 3	54.0	Release 3: Disaster Recovery Procedures Update	30 days after production cutover of Release 3	11/30/2016
Release 3	55.0	Release 3: Operations Manual Update	30 days after production cutover of Release 3	11/30/2016
Release 3	56.0	Release 3: Internal and External User Manuals Update	30 days after production cutover of Release 3	11/30/2016
Project Close Out	58.0	Functional Design Documentation, reflecting the system as installed	60 days after final production cutover.	12/31/2016
Project Close Out	59.0	Database Design Documentation	60 days after final production cutover.	12/31/2016
Project Close Out	60.0	Meta Data Documentation	60 days after final production cutover.	12/31/2016

Release	Artifact ID	Work Product Name	Description	Anticipated Work Product Due Date
Project Close Out	61.0	Software Development Standards Documentation	60 days after final production cutover.	12/31/2016
Project Close Out	62.0	Interface Control Document	60 days after final production cutover.	12/31/2016

EXHIBIT 4

CONTRACTOR PROJECT STAFFING

The following table outlines the Key Staff assigned to the project along with their scheduled commitment.

Position	Individual	Release 1	Release 2	Release 3
Project Director	Paul Saydah	Part-time (approx. 30%)	Part-time (approx. 25%)	Part-time (approx. 20%)
Project Manager	Rodney DeMedeiros	Full-time	Full-time	Full-time
System Development Lead	Mike Early	Full-time	Full-time	Full-time
	Rahul Sarathy	Full-time	Full-time	Full-time
Technical Lead	Surya Payasam	Full-time	Full-time	Full-time
	Riz Kahn	Full-time	Full-time	Full-time
Training Lead	Jason Woodcock	Full-time	Full-time	Full-time
Organizational Change Coordinator	Tiffany Dennen	Part-time (approx. 25%)	Part-time (approx. 25%)	Part-time (approx. 25%)

EXHIBIT 5

State of Rhode Island, Department of Revenue Employees/Vendors, Confidentiality Statement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

INTER-OFFICE MEMO

TO: DEPARTMENT OF REVENUE EMPLOYEES/VENDORS

FROM: DAVID M. SULLIVAN
EXECUTIVE DIRECTOR/TAX ADMINISTRATOR

SUBJECT: CONFIDENTIALITY STATEMENT

DATE: JANUARY 2013

The undersigned employee or vendor of the Department of Revenue makes affirmation as follows:

I am fully aware that the confidentiality provisions of the tax laws of the State of Rhode Island provide that:

It shall be unlawful for any state official or employee to divulge or to make known to any person in any manner whatever not provided by law the amount or source of income, profits, losses, expenditures, or any particular thereof set forth or disclosed in any return, or to permit any return or copy thereof or any book containing any abstract or particulars thereof to be seen or examined by any person except as provided by law; and it shall be unlawful for any person to print or publish in any manner whatever not provided by law any return or any part thereof or source of income, profits, losses, or expenditures appearing in any return.

I understand that this statement will be placed on file in the Division of Taxation.

I affirm that this statement is made under the penalties of perjury this _____ day of _____ 2013.

_____
Signature

_____
Please Print Name

_____
Please Print Title or Company Name

EXHIBIT 6

Certification Regarding Drug-Free Workplace

Drug-Free Workplace Policy and Contractor Certificate of Compliance

Drug-Free Workplace Policy

Drug use and abuse at the workplace or while on duty are subjects of immediate concern in our society. These problems are extremely complex and ones for which there are no easy solutions. From a safety perspective, the users of drugs may impair the well-being of all employees, the public at large, and result in damage to property. Therefore, it is the policy of the state that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace. Any employee(s) violating this policy will be subject to discipline up to and including termination. An employee may also be discharged or otherwise disciplined for a conviction involving illicit drug behavior, regardless of whether the employees conduct was detected within employment hours or whether his/her actions were connected in any way with his or her employment. The specifics of this policy are as follows:

Any unauthorized employee who gives or in any way transfers a controlled substance to another person or sells or manufactures a controlled substance while on duty, regardless of whether the employee is on or off the premises of the employer will be subject to discipline up to and including termination.

The term "controlled substance" means any drugs listed in 21 USC, Section 812 and other federal regulations. Generally, all illegal drugs and substance are included, such as marijuana, heroin, morphine, cocaine, codeine or opium additives, LSD, DMT, STP, amphetamines, methamphetamines, and barbiturates.

Each employee is required by law to inform the agency within five (5) days after he/she is convicted for violation of any federal or state criminal drug statute. A conviction means a finding of guilt (including a plea of nolo contendere) or the imposition of a sentence by a judge or jury in any federal or state court.

The employer (the hiring authority) will be responsible for reporting conviction(s) to the appropriate federal granting source within ten (10) days after receiving notice from the employee or otherwise receives actual notice of such conviction(s). All conviction(s) must be reported in writing to the office of personnel administration (OPA) within the same time frame.

If an employee is convicted of violating any criminal drug statute while on duty, he/she will be subject to discipline up to and including termination. Conviction(s) while off duty may result in discipline or discharge.

The state encourages any employee with a drug abuse problem to seek assistance from the Rhode Island Employee Assistance Program (RIEAP). Your department personnel officer has more information on RIEAP.

The law requires all employees abide by this policy.

Contractor Certificate of Compliance

I,_____, a contractor doing business with the State of Rhode Island, hereby acknowledge
that I have received a copy of the State's Policy regarding the maintenance of a Drug-Free Workplace. I have been informed that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance (to include but not be limited to such drugs as marijuana, heroin, cocaine, PCP, and crack, and may also include legal drugs which may be prescribed by a licensed physician if they are abused), is prohibited on the State's premises or while conducting state business. I acknowledge that my employees must report for work in a fit condition to perform their duties.

As a condition for contracting with the State, as a result of the Federal Omnibus Drug Act, I will require my employees to abide by the State's policy. Further, I recognize that any violation of this policy may result in termination of the contract.

_____

Authorized Agent/Signature Provider Date

EXHIBIT 7

Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act. The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-grantees shall certify accordingly.

_____

Authorized Agent/Signature ProviderDate

EXHIBIT 8

Further Definition of RI Division of Taxation Roles & Responsibilities

Please see Attachment E – Project Approach, Section 1.5 – Involvement of DOT Personnel of RSI's Proposal for details on the RI DOT resource expectations. Additional clarification is provided below on several roles that require clarification:

1) **Project Manager and PMO** – DOT will provide a full time Project Manager who will have the final authority to make decisions on behalf of the agency in regards to project scope, project approach, project requirements (i.e., interpretation, applicability, deferment, priority), project issues, deliverable acceptance, and project resource allocations. Timely resolution of these project related items is important to ensure the project remains on schedule.

2) **Subject Matter Experts(SME)/Testers** – DOT will provide one resource per functional area, allocated full time to the project, that can make decisions on behalf of the agency. Ideally the resource will have a strong functional knowledge across all tax types within the given release. The functional knowledge would include all aspects of the functional area including forms processed, workflow, business rules, outbound correspondence, reports, interfaces, worklists, statutes, unique processing rules, assignment rules, etc.). The functional areas are:
   a. **Entity Identification** - EI (Registrations) & Internet Taxpayer Service Center - iTSC (Web-facing Taxpayer Portal)
   b. **Channel Management/Tax Processing** – CH/TP (Returns & Payment Processing)
   c. **Tax Accounting** – TA (Anything below the tax period level, including transactions and billing) & Revenue Accounting – RA (Translation of transactions into financial details and general ledger entries)
   d. **Enforced Compliance and Portfolio Warehouse** – EC/PW (Collections, Audit and Compliance)
   e. **Imaging and Content Management** – IM/CM (all things related to imaging, data capture via ICR/OCR, as well as management of electronic content)

   These 5 SMEs will be involved in each of the 3 releases of the project from Initiation through Development and will then become Testers during the Testing phase of each release. It is not necessary for the <u>same</u> 5 SMEs to be involved in <u>all</u> of the 3 releases. These SMEs will be the sole "reviewers" and "approvers" of any deliverable for which the SMEs/Testers are involved. This is important due to the unique nature of the configuration and design approach for the project.

3) **Conversion Developers** – DOT will provide 1 or 2 agency developers who will report to the DOT Conversion Lead for purposes of extracting data from the source systems. RSI and DOT will agree on common staging table formats, and DOT resources will be responsible for extracting data to these common staging tables. Responsibilities may include legacy system data purification and legacy system programming changes if required to provide data in the agreed to staging format. RSI

Conversion resources will then be responsible for transforming the data from the common staging tables into the target tables. RSI anticipates these DOT Conversion Developers will be required part time (as planned) for each of the 3 releases.

4) **Interface SMEs** – DOT will provide 1 or 2 functional or technical resources that will assist with interface design and/or development. This may include working with the internal or external parties responsible for the interface, negotiating memorandums of understanding if it's a new interface, and facilitating the end-to-end testing of interfaces through a file or real-time data exchange. These resources will be responsible for ensuring the external party sticks to the schedule that is provided for the design, development and testing effort. RSI anticipates these Interface SMEs will be required part time (as planned) for each of the 3 releases.

EXHIBIT 9
Software and Equipment

[This Exhibit will be included with an amendment to the Agreement within thirty (30) days from the Effective Date of the Agreement or unless otherwise extended by mutual consent.]

EXHIBIT 10

Integrated Tax System - Application Software License and Maintenance Agreement(s)

- Revenue Solutions, Inc. - Revenue Premier
- Fairfax Imaging, Inc. - Quick Modules *[The Quick Modules license and maintenance agreement(s) will be included with an amendment to the Agreement within thirty (30) days from the Effective Date of the Agreement or unless otherwise extended by mutual consent. In the event that the Parties do not come to terms on the Quick Modules license and maintenance agreement(s), Contractor will provide a suitable replacement acceptable to the State.]*