

Data Warehouse Development and Implementation Services RFP
RFP 4400007217
Official Questions and Responses

Q: Who will be the program manager for the State once a contract is in place?

A: The Director of the Information Technology Division will be the Project Director and the principle point of contact for the contract. The I.T. Management Consultant Supervisor who leads our Data Warehouse/Business Intelligence team will be responsible for the day-to-day contact with the Contractor and the day-to-day monitoring of the Contractor's performance.

Q: What amount does the State anticipate on spending for this requirement?

A: In order to ensure competitive bidding, the State generally does not provide budgeted project amounts. Funding for this project has been approved.

Q: Will the State be releasing individual solicitations for Phases II-IV (Phase II: Sequential implementation of full data marts across all business areas. | Phase III: Implementation of an enterprise data warehouse. | Phase IV: System lifecycle maintenance to modify and/or enhance the application.) of the system?

A: It is the State's intention to release individual solicitations for Phases II-IV.

Q: When does the State expect to release the solicitation(s) for Phases II-IV?

A: There is no set schedule for the release of the additional solicitations. The timing of each solicitation will be dependent upon the estimated completion date for the prior phase. The State intends on releasing the solicitation for succeeding phases so that the time between each phase is minimal.

Q: What would be the destination DB server (the data warehouse)? Is it SQL Server 2005 or any other?

A: SQL Server 2005

Q: How many & what type of reports (dashboards(KPI)/excel reports/ad-hoc reports/cubes) to be implemented for Phase 1 data mart?

A: A limited number of pre-prepared reports, all utilizing Cognos 8 (with Framework Manager models created) will be implemented.

Q: Does data load (ETL) process require any cleansing operation like de-duplication etc?

A: Data cleansing should be very minimal, if at all. If there are issues with the data, it will most likely be handled on the source side.

Q: How many years of history data need to be loaded to phase 1 data mart?

A: An estimate of 4 years of data will need to be loaded.

Q: How many users will access this system (Reporting)? How many concurrent users will access?

A: The number of users will depend on the business area selected for the data mart. An estimated 25 users will access the system. Concurrent users will be less than 10.

Q: Will there be any process for data reconciliation between source system and data mart? If so, what are the requirements?

A: The data will have to be reconciled upon load and incremental load – most likely through the use of created reports against the initial data vs. the data mart data.

Q: Can you provide the break-up of phase-wise timelines? Does the agency have a breakout for the life of the contract with specified timelines are for entire Data warehouse project?

A: Timelines have not been set for the remaining phases.

Q: What will be the target DWH/Data mart environment in terms of operating system etc?

A: It will be a Windows environment utilizing Cognos as the front end tool.

Q: Please prioritize the *possible* functional areas for 1st data mart in terms of **importance**?

(Response requested as High / Medium / Low)

	H / M / L
Funds Management	
US Federal Government	
Grants Management	
Fund Accounting	
Position Budgeting and Control	
Budget Planning	
Public Sector Collection and Disbursement (PSCD)	
Other areas not in list above	

A: The first data mart will be built using data from our tax processing application, Gentax, which is a COTS package from Fast Enterprises. It has yet to be determined which business areas will be affected by the implementation of Phase I. Potential business areas for the first data mart include but are not limited to:

- Taxpayer profiles (Registration)
- Quality review (Post Processing Work items)
- Return & Payment statistical analysis (Policy Services)
- Billing Cycle Efficiency (Collections)
- Refund tracking – timing & amounts

Q: Please prioritize the weightage/density of **the 1157 database tables** in terms of the functional areas?

(Response requested as Many / Moderate / Few tables)

Possible functional areas for 1st Data Mart	Many / Moderate / Few
Funds Management	
US Federal Government	
Grants Management	
Fund Accounting	
Position Budgeting and Control	
Budget Planning	
Public Sector Collection and Disbursement (PSCD)	
Other areas not in list above	

A: It has yet to be determined which business areas will be affected by the implementation of Phase I. The first data mart will be built using data from our tax processing application, therefore the number will be “Many” for the chosen application.

Q: The LDR has the following departments namely

1. Office of the Secretary
2. Office of Legal Affairs
3. Office of Management and Finance
4. Group I – Data/Payment Processing & Collections
5. Group II – Taxpayer Services
6. Group III – Audit & Compliance
7. Office of Alcohol & Tobacco Control
8. Office of Charitable Gaming

What would be the cross-mapping of the departments (please indicate the Dept Number in the matrix below) to the *possible* functional area below?

A:

	Dept Number (Use commas if more than one)
Funds Management	1,3,4,5,6,7,8
US Federal Government	
Grants Management	
Fund Accounting	3,4,5,6,7,8
Position Budgeting and Control	1,2,3,4,5,6,7,8
Budget Planning	1,2,3,4,5,6,7,8
Public Sector Collection and Disbursement (PSCD)	1,2,3,4,5,6,7,8
Other areas not in list above	

Q: Are we to use Cognos Planning Module to support the Planning & Budgeting Function or it is already supported by an underlying application from which we need to extract data?

A: There is no Planning & Budgeting function within the scope of the first data mart. The first data mart will be built using data from our tax processing application.

Q: What are the expected number of
Dimensions
Measures
Fact Tables
Reports (Simple, Medium, Complex)

A: The Department cannot provide a definite answer. The answer is totally dependent upon the business area to be selected, which will occur as part of the resulting contract.

Q: What is the expected level of complexity in ETL Process in terms of building business logic, data standardization, error handling?

A: The Department anticipates the ETL Process to be of medium level complexity.

Q: Is it correct to assume that Phase I will not have EDW build? Will the EDW follow the confirmed dimension – architected DW approach?

A: The EDW build is outside the scope of Phase I. The conformed dimension approach is preferred.

Q: How many & what type of reports (dashboards(KPI)/excel reports/ad-hoc reports/cubes) to be implemented for Phase 1 data mart?

A: A limited number of pre-prepared reports, all utilizing Cognos 8 (with Framework Manager models created) will be implemented.

Q: Will there be any process for data reconciliation between source system and data mart? If so, what are the requirements?

A: The data will have to be reconciled upon load and incremental load – most likely through the use of created reports against the initial data vs. the data mart data.

Q: What will be the target DWH/Datamart environment in terms of operating system etc?

A: Windows; Microsoft SQL Server 2005.

Q: Please confirm that entire project cost here mean cost of work related to first phase only.

A: The cost to be proposed is for the first phase only.

Q: Are these facilities only for State staff?

A: Contractor personnel will be provided office facilities as stated in Attachment IV Section 4.0 - Office Facilities. Contractor personnel will be provided access described in Attachment IV Section 5.0 – Computer Facilities as needed. The successful Contractor will provide its own workstations and any workstation resident software as stated in Attachment III Section 2.0 – PC Workstations.

Q: What components of WebFOCUS are currently being used and how?

A: WebFOCUS is currently used by IT to create adhoc reports (utilizing Developer's Studio) on an as needed basis. WebFOCUS PMF is utilized to report performance measures.

Q: Are there separate applications for Tax Administration, Budget Development / Budget Request? How many applications / operational systems?

A: Tax Administration is handled through Gentax; Budget Development/Request is currently a WebFOCUS/FOCUS/MAINTAIN application with plans to convert the application this year using the Metastorm BPM product. This application will not be included in the data mart of Phase I.

Q: How is the 'Performance Measurement' of these applications done? Please elaborate. (see page 31, line 2 of 1.0 INTRODUCTION)

A: The performance measurement application is via WebFOCUS PMF (Performance Management Framework). The application measures particular performance factors as outlined by the agency's KPIs.

Q: Will you be able to provide access to production source systems for the development team. Are there any security / IPR issues?

A: Access to core code of the Gentax product will not be allowed. If needed, access to LDR custom developed code within Gentax or external to the Gentax application will be allowed. Access to view table schema will be allowed. The successful Contractor's organization and staff will be required to sign a Nondisclosure Agreement. A copy of the nondisclosure agreement can be found at the end of this document.

Q: How is the data refresh done in the existing Tax Processing reporting database? From which sources is the data refreshed? Does it use DTS?

A: Six days a week, the production database is restored to the reporting database. No DTS package is done. The restore to the reporting database is accomplished by a batch job that uses the nightly backup of the production database. Production users are removed and replaced with users specific to the reporting database. Finally, the reporting database is made read only.

Q: What are the approx Data Volumes for phase 1?

A: The volume of data will be dependent on the business area chosen for the first data mart.

Q: What are the current reporting tools? What is the frequency of reporting?

A: The current reporting tools is WebFOCUS. Reports are run as needed and some are refreshed nightly in a Dashboard setting.

Q: How many reports are being currently generated?

A: Approximately 20-60.

Q: Approx Number of proposed reports overall? Number of reports for Phase 1?

A: The number of reports will be dependent on the business area chosen for the first data mart. It is estimated that 30-40 reports will be produced for Phase I, however, requirements gathering represents a significant part of the services requested in this RFP.

Q: What is the level of security to be provided to various user groups in reporting?

A: Most will be Cognos "Consumers"; some power users will have the full suite of reporting studios.

Q: Are there any restrictions on a Contractor performing all four phases of the project?

A: No, there are no restrictions.

Q: Please provide any insights into the estimated number of reports to be developed for the Phase 1 Data Mart.

A: The number of reports will be dependent on the business area chosen for the first data mart. It is estimated that 30-40 reports will be produced for Phase I.

Q: Please identify the specific Cognos 8 Tools planned for use in the project. The Cognos suite has multiple tools, please clarify the planned Cognos tools for the project.

A: Cognos 8 Framework Manager, Query Studio, Analysis Studio, and Report Studio.

Q: The RFP has not identified a business area for the Data Mart in Phase 1. In order to complete estimations, please provide the number of GENTAX Tables by Business Area. For example of the 1157 Tables in the database, can the State estimate the number of tables that would be involved for the Registration Business area, etc.?

A: An estimate of the tables involved in each Business area are:

- Taxpayer profiles (Registration) - 200
- Quality review (Post Processing Work items) - 175
- Return & Payment statistical analysis (Policy Services) - 125
- Billing Cycle Efficiency (Collections) - 125
- Refund tracking – timing & amounts - 100

Q: Can the State provide an estimate of the potential number of Data Mart Users by Business Area?

A: For each of the business areas, an initial data mart implementation would involve 20 users or less.

Q: We would like to know more about the ancillary systems required to be studied along with the Department's Integrated Tax System under first deliverable?

A: For the first phase, the data will be derived from the tax system. There will be no requirement to study ancillary systems.

Q: Who will be the recipients of the Broadcasted information?

A: Business users within the agency.

Q: What is the nature of Dynamic Trending, Forecasting and What If scenario analysis needed? We would like to understand what level of support would be expected from the vendors under the scope of present solution.

A: "What if" analysis and forecasting will not be addressed in phase I.

Q: Is it ok to presume that the Plan to be submitted relates only to Phase I. Roadmap may cover all 4 phases but the detailed plan for each Phase other than Phase I will be detailed as a response to separate RFP.

A: That is correct.

Q: As Project may follow an iterative approach for deliveries the warranty period may commence on delivery of first bundle of delivery. Is this ok for the Customer or will they assess the Acceptability only after the Phase I completion.

A: The warranty for any deliverable produced under the resulting Contract will begin on the date of acceptance of the deliverable or the date of the "first productive use" of the deliverable, whichever comes later.

Q: We would like more clarity on the standards existing within the organisation. Would the vendor be expected to conform to Standards for all toolsets as documented already?

A: Yes.

Q: The RFP requires that The proposer must provide references for at least two states, government agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference. Would it be acceptable if some or all of Vendor references are for projects executed outside USA?

A: The State's preference would be to receive references of projects executed inside the USA.

Q: Will any required / recommended Hardware, Software, License, Tools be procured by the Customer or will the Project have to use existing infrastructure only?

A: The State's preference would be to have the proposed solution implemented within the existing infrastructure. If additional software and/or hardware are required, procurement would be the State's responsibility.

Q: Can Customer give some indication of how many Client Reviews are anticipated by Client on this Phase I Implementation or can vendor propose appropriate checkpoints where these can be undertaken. What is the approximate duration of such a review? Vendor requests this information, if available for planning. Will the Customer provide Acceptance Test Cases / Scenarios?

A: Each vendor may propose when the reviews will occur and the duration of the reviews as part of their overall project plan proposal. The Contractor will work with the State to develop and execute acceptance test cases / scenarios.

Q: Can some details of GenTax be provided to assess the nature of data that is available?

A: Information concerning the data in Gentax is proprietary in nature and can only be disclosed to the successful Contractor.

Q: Antivirus, Backups and Configuration may require usage of existing Tools and Procedures already in use at the Customer's place. Will due licenses or Access be provided?

A: Yes.

Q: Does the Client want Disaster Recovery Options to be covered in the solution?

A: Disaster Recovery Options do not need to be included within the proposal. The solution to be developed must be implemented within the Department's existing BIA/BC guidelines, which will be provided to the successful Contractor.

Q: Requirements indicate the need to provide a single point of access to information contained in diverse business applications. Will the same Portal used for Business Intelligence be required to present the Legacy Applications as well?

A: No.

Q: As the Reporting Database is a copy of the Production Database can the Reporting Database itself be used for Data Extraction or will something be also required from the OLTP Legacy Systems in this case?

A: All extraction should occur from the reporting database.

Q: Can we assume that all software / infrastructure would be provided by the department?

A: Yes.

Q: RFP States that State will make available use of computer facilities at reasonable times and in reasonable time increments to support system development, test, and installation activities. Can we assume that Vendor team would have access as required?

A: Yes.

Q: RFP states that "Special facility requirements, such as stress testing or conversion, shall be addressed in the appropriate planning documents or documented by the Contractor in a memorandum". Will only recommendations suffice or does vendor also have to provide for these facilities/software etc to stress test the applications?

A: Recommendations will suffice.

Q: Although LDR has indicated that ETL would be largely performed by LDR personnel with support from Vendor, we would request department to clarify the following:

- a) We request that LDR detail the expectation so that we can propose a competitive model.
- b) Can we assume that Vendor would have no role in any potential data quality issues?
- c) Can we assume that sufficient documentation / technical know-how exists within the department on the source systems to enable the first task?

We would like to understand how the department envisages to protect Vendor interests in case there are delays due to data quality or other issues associated with ETL processing considering that department personnel time is limited.

A: ETL will be performed by contractor in conjunction with LDR personnel. If potential data quality issues arise, all parties will have a role in its resolution.

Q: Since the Hardware listed in the Annexure F deals with only the IBM mainframe application, the hardware available for hosting the data warehouse database, internet application etc is not clear. Can the vendor assume that department would make available the required infrastructure once the sizing exercise is completed and appropriate recommendations available?

A: Section 6 of Appendix F denotes the Department's LAN/MAN/WAN environment. Any additional infrastructure required would be the Department's responsibility to procure.

Q: Since there is 30 points weightage for financial proposal, we would like to understand the expectation from the vendor for the following:

- a. ETL processing (not included in the deliverables under Vendor scope of work)
- b. Data Cleansing
- c. Testing
- d. Implementation
- e. Training (number of users / batches)
- f. Post Implementation Support
- g. Canned reporting requirements (if any)

We request that the above should include quantum of work expected and further for support what is the level of support expected. This becomes more important considering the clarification in response to Q26 of the QA.

A: Attachment I (Statement of Work) Section 2.0 (Description of Services/Tasks) describes the services the Department is seeking. Each proposer should clearly describe in their proposal their plans for providing the requested services. This information will be used in the Department's evaluation of each proposal.

Q: In case, vendor is expected to support or manage ETL processing, can we assume that Vendor would be provided data extracts / data feeds in the vendor provided format / channel from the source systems?

A: Development of the extract process is included in the services requested by this RFP.

Q: Is there a requirement to create Multidimensional "Cubes" using SQL Server Analysis Services? If yes, whether the number of cubes etc have been identified?

A: No. Usage of SQL Server Analysis Services is not anticipated.

Q: The vendor selected for this project will require documentation, assistance and access to the GenTax database scheme and data in order to successfully complete the statement of work for Phase I. Are there any legal constraints or confidentiality issues with the selected vendor having access to the GenTax schema, data dictionary, database or other system documentation that may be required to successfully execute the project? If yes, will LDR work with the GenTax vendor to secure this information? Please be specific.

A: Access to view table schema, the data dictionary, or other documentation that may be required will be allowed. The successful Contractor's organization and staff will be required to sign a Nondisclosure Agreement. A copy of the nondisclosure agreement can be found at the end of this document.

Q: Phase I of the project does not specifically define expectations as to the extent of meta data definition or the business area(s) that will be the primary stakeholder. Given the statement at the pre-bid conference that the GenTax schema contains 1,157 tables, can LDR provide further information as to the type of data from GenTax they expect to be leveraged during Phase I? Will the emphasis be on registration, accounting, return line item, etc.? Since LDR is asking for a fixed price bid, this information is needed to successfully estimate the level of effort for each deliverable. Please be specific.

A: The type of data will be dependent on the chosen business area(s) to be supported by the phase I data mart.

Q: Please provide the name and title of the LDR Project Sponsor for this project. Is the sponsor a Business or Information Technology manager?

A: Clarence Lymon, UnderSecretary of the Department of Revenue will be the Project Sponsor.

Q: During the pre-proposal conference, the cost was verbally described as "hourly rates with a not to exceed amount". The responses from that meeting posted on the LA Dept of Revenue website state fixed price with payments based on deliverables. The RFP asks for hourly rates in Appendix E. Please specific why hourly rates are asked for yet this appears to be a fixed price request since the nature of this effort appears to be much more suited for hourly (time & materials with a cap per deliverable) versus fixed.

A: Each deliverable will be billed on an hourly basis (time and materials) with a maximum (cap) billable amount for each deliverable. The sum of the maximum billable amount for all deliverables will be the maximum billable under the contract.

Q: Since the requirements are not detailed enough and the department expects a fixed price quote, how the department envisages to protect the financial interests of the vendors in case of delays, revisions or additional scope than envisaged in the proposal?

A: Financial proposals should be prepared with the factors listed taken into consideration. Each deliverable will be billed on an hourly basis (time and materials) with a maximum (cap) billable amount for each deliverable. The sum of the maximum billable amount for all deliverables will be the maximum billable under the contract.

Q: Can the Vendor provide the State a quote for a fixed number of reports covering a number of tables and data elements at a fixed price and cover any differences after the analysis by a change control process?

A: No. It is estimated that 30-40 reports will be produced for Phase I.

Q: Please describe the types of reports that are required to be delivered in Phase 1 by the Vendor?

A: The reports to be provided will be determined during requirements gathering and will directly address the needs of the business area selected. All reports will be created utilizing Cognos' reporting suite.

Q: Of the 1157 tables, what is the number of tables that will be considered for extracting data for Phase 1?

A: The number of tables will vary, depending on the business area chosen for Phase I. An estimate of the tables involved in each Business area are:

- Taxpayer profiles (Registration) - 200
- Quality review (Post Processing Work items) - 175
- Return & Payment statistical analysis (Policy Services) - 125
- Billing Cycle Efficiency (Collections) - 125
- Refund tracking – timing & amounts - 100

Q: How many of the tables are considered reference tables?

A: None of the 1157 tables are reference tables. These are all "application" tables. In addition to the 1157 application tables, there are 2,303 reference tables within the Gentax application.

Q: If awarded, will the physical data model of the 1157 tables be made available? If so, is it in ER/Win?

A: Access to view table schema, the data dictionary, or other documentation that may be required will be allowed. The successful Contractor's organization and staff will be required to sign a Nondisclosure Agreement. A copy of the nondisclosure agreement can be found at the end of this document. The data model is not in ER/Win.

Q: Please define what training the Vendor is expected to deliver in Phase 1? (i.e Cognos user training, Cognos technical training, SQL technical training).

A: The training provided will be on a mentoring level. It will include from a broad sense Data Warehousing best practices, common problem resolution, and advanced Cognos & SQL knowledge.

Q: Because the Phase 1 deliverable is "broadly defined", for example the functional area is undefined and therefore the number of tables and subject areas are unknown at this time. It will be difficult to put a fixed price on the Phase 1 deliverable and many assumptions will have to be made and documented in the response. What process does the state have to handle the change control process? Also, how will the state be able to evaluate the bids and compare them if each vendor is assuming a different number of tables, subject areas, reports, etc. are bid?

A: Each deliverable will be billed on an hourly basis (time and materials) with a maximum (cap) billable amount for each deliverable. The sum of the maximum billable amount for all deliverables will be the maximum billable under the contract. A Task Change Request (TCR) will be the vehicle for communicating a change to an existing task or for adding a new task. The TCR must describe the change, the rationale for the change and the effect the change will have on the project. Changes to the contract concerning compensation, beginning/ ending date of the contract, scope of work, and/or Contractor change through the Assignment of Contract process will result in the issuance of an amendment to the contract. During the technical evaluation, such things as proposed deliverables, proposed hours per deliverable, proposed project plan, and any assumptions detailed in the proposal will be factored into the scoring.

Q: The RFP states the following on page 6 under **1.6 - Confidential Information, Trade Secrets, and Proprietary Information** - "Your cost proposal will not be considered confidential under any circumstance." Does this mean that the "detailed cost proposal" will be available under the public disclosure laws of Louisiana?

A: Yes.

Q: The Period of agreement of this RFP covers a total of up to 20 months. Will a proposal that completes the Phase 1 task in a shorter timeframe be given a more favorable evaluation other than the possible effects in the cost proposal?

A: Proposed project plans will be one factor in the evaluation process.

Q: If Vendor has an alternative approach, do you prefer the Vendor to submit this in a separate proposal or the same proposal?

A: It should be submitted in a separate proposal.

NONDISCLOSURE AGREEMENT

[This Nondisclosure Agreement \(“Agreement”\) is made between](#) FAST ENTERPRISES, LLC, a New York Limited Liability Company, ("Fast"), and _____ ("The Recipient"). In the course of performing work for the Louisiana Department of Revenue ("The Agency"), the Recipient may gain access to Fast Confidential Material.

The following articles govern the procedures by which **the undersigned (“I”, “me”, “my”)** will handle the Fast Confidential Material. Specifically:

1. Fast declares that the following are confidential (“Confidential Material”):
 - a) Any products, tools, inventions, innovations, program code and executables, data designs, data definitions, programming aids and tools, drawings, formulae and algorithms, ideas, designs, concepts, know-how, discoveries, techniques, training material, documents, manuals, methodologies, knowledge capital and other material and information, electronic or otherwise, which are directly or indirectly related to computer software owned by Fast whether that software is used internally by Fast, licensed commercially by Fast, or otherwise used and whether copyrightable or patentable or not;
 - b) Any documents or material which are marked “Confidential”; and
 - c) Information related to the business affairs of Fast such as, but not limited to, customer lists, marketing plans, pricing policies, and corporate finances; and
 - d) Material and information which, under the circumstances surrounding the disclosure, ought to be treated as confidential.
2. The Agency will disclose such Confidential Material to the Recipient only as required for the Recipient to perform the contracted work (“Purposes”).
3. I agree to receive any such Confidential Material in confidence and to use such Confidential Material solely for the Purposes. I further agree to take either:
 - a) Such measures as I would take in protecting the confidentiality of my own confidential information or
 - b) Such measures as a reasonable person would take in protecting the confidentiality of his or her own confidential information,whichever represents the higher standard, in protecting the confidentiality of the Confidential Material.
4. I agree that any Confidential Material that I receive can only be used for the Purposes. Other uses can be made only after obtaining the written permission of Fast.
5. I agree not to incorporate the Confidential Material, or any residuals thereof, into any products or services that might compete, directly or indirectly, with products and services offered by Fast.
6. I understand that my exposure to Confidential Material may allow me to understand core concepts of how various Fast software products work. I further understand that it would be nearly impossible for me to eliminate that understanding from the body of my experience that guides my future design decisions. As such, I agree not to create, enhance or build a product that competes with the Fast software products to which I am exposed via the Confidential Material.

7. I agree not to remove, from Agency property, any Confidential Material without first obtaining the written permission of Fast.
8. I agree that I will not disclose any Confidential Material, directly or indirectly, to any party other than Fast or the Agency without first obtaining the written permission of Fast.
9. I agree that all Confidential Material provided under the terms of this Agreement shall remain the property of Fast and shall be returned to Fast upon its request, including any and all copies.
10. Nothing herein shall be construed as giving me any license or right in connection with the Confidential Material disclosed to me. I understand that Fast makes no warranties and accepts no liability with respect to the accuracy, completeness or reliability of the Confidential Material.
11. My obligation to maintain information in confidence shall not extend to such portions of the information as are general knowledge in the public domain or in my possession or custody prior to execution of this Agreement, as evidenced by dated documentation.
12. I understand that my obligation to protect the confidentiality of the Confidential Material extends beyond the Purposes. Furthermore, my obligation to protect the confidentiality of the Confidential Material is not subject to changes in my employment status.
13. I understand that access to the Confidential Material is provided for the Purposes and on a need-to-know basis. If, for any reason, such need no longer exists, I agree that I will return all Confidential Material to Fast, including any and all copies.
14. I understand that breach of any provisions of this Agreement may cause irreparable harm to Fast or to any third-party to whom Fast owes a duty of confidence, and that the injury to Fast or to any third-party may be difficult to calculate and inadequately compensable in damages. I understand that Fast is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Agreement.
15. If any term of this Agreement should be declared void or unenforceable, such declaration will have no effect on the remaining terms herein.

Please acknowledge the Agreement at the signature block below if you are prepared to accept the conditions.

ACCEPTED:

Date: _____

Signature: _____

Name: _____