

**Office of Management and Budget
Division of Purchasing
Competitive Contract Request Form**

Department	Louisville Metro Revenue Commission	Department Contact	Angela Dunn
Contact Email	angela.dunn@metrorevenue.org	Contact Phone	

Contract Type: check one	New	Amendment		
		Additional Funds	Time Extension	Scope
Professional Service				
Sole Source (goods/services)	✓			
	Start	End		
Requested Contract Dates (MM/DD/YYYY)	07/09/2020	06/30/2021		

VENDOR INFORMATION

Vendor Legal Name	Fast Enterprises, LLC				
DBA					
Point of Contact	Megan E. Mooney	Email	MMooney@FastEnterprises.com		
Street	7229 South Alton Way				
Suite/Floor/Apt		Phone	(303) 770-3700		
City	Centennial	State	CO	Zip Code	80112
Federal Tax ID#		SSN# (If sole proprietor)			
Louisville Revenue Commission Account #					
Human Relations Commission Certified Vendors	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business		
Select if applicable					

FINANCIAL INFORMATION

Not to Exceed Contract Amount	\$1,693,500	(including reimbursement expenses, if applicable)			
Fund Source: General Fund	✓				
Federal Grant		Federal Granting Agency			
Other		Describe:			
Account Code String #	1101	215	4621	460115	522622
Payment Rate	per hour		per day		per service
	per month	\$1,693,500	Other	Per Year	
Payment Frequency	Monthly		Upon Completion / Delivery		
	Quarterly	✓	Other	Yearly	



Office of Management and Budget
Division of Purchasing
Non-Competitive Contract Request Form

CONTRACT SCOPE and PURPOSE (Attach additional documentation if necessary)

Amendments: Describe the circumstances under which a time extension or scope change is needed.

New: Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.

In 2018 LMRC implemented a new tax system, a proprietary solution from FAST Enterprises. The implementation included three years of maintenance and support service. The current services are set to expire on July 9, 2020. Extending the support service for the future is crucial in providing the support necessary to maintain and enhance the tax system.

The contract includes:

- 1. Level 1 Software maintenance for five years will include access to
- Quarterly service packs, enhancements, software, and security updates, along with new software components.
2. Time and Materials Support Services (three full-time, on-site FAST representatives for five years and centralized technical support)
- Support services that may include analysis and instillation of service packs and software updates, defect evaluation and repair, performance turning and analysis and instillation of hot fixes
Rates for services can be found on page three of the FAST contract.

JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE (Attach additional documentation if necessary)

Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

GenTax, our current tax system, is a proprietary solution provided by FAST Enterprises. Annual maintenance and support services of this propriety system cannot be competitively bid. Without the software maintenance and time and material support services from FAST, LMRC would be unable to manage and maintain the tax system effectively and maintain the level of security required by IRS pub1075 guidelines, which could result in the loss of IRS data if compliance could not be achieved. This solution is continuously enhanced to stay up to date on latest security requirements. The quarterly service packs and upgrade cycles could only be successfully implemented by FAST employees who have the expertise and the training necessary to maintain this very complex system. The service pack includes latest feature and enhancements that helps LMRC keeping up with emerging technologies and best practices and allows us to provide simplified and proactive services for taxpayers and their representatives.

AUTHORIZATIONS: Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional, technician, artist, or other non-licensed professional service.

Department Director: Angela Dunn (Signature), Date: 6/1/2020

Printed Name

Purchasing Director: Joel Neaveill (Signature), Date: 6/1/2020

Joel Neaveill

GenTax[®] Maintenance and Support Agreement

This Maintenance and Support Agreement (“Agreement”) is made by and between Fast Enterprises, LLC, a New York limited liability company (“FAST”) and Louisville Metro Revenue Commission (“Agency”). FAST has its principal place of business at 7229 S. Alton Way, Centennial Colorado, 80112. Agency has its principal place of business at 617 W Jefferson Street, Louisville, KY 40202.

1. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings ascribed to them:

- 1.1. “Software” means the GenTax^{®1} Integrated Tax Processing Software that is the subject of this Agreement. Software includes tools and utilities provided by FAST as part of the GenTax package, as well as any fixes, enhancements, additions, and other modifications to the Software that may be provided.
- 1.2. “Documentation” means technical data, including computer listings and printouts, in human-readable form that:
 - Documents the design or details of the Software;
 - Explains the capabilities of the Software; or
 - Provides operating instructions for using the Software to obtain desired results from a computer.
- 1.3. “Use” means storing, loading, installing, executing or displaying the Software on a computer, processor, or controller, or making a copy of the Software for archival or backup purposes only.

2. MAINTENANCE AND SUPPORT SPECIFICATIONS

- 2.1. FAST’s Maintenance and Support Service Specifications are described in detail in Attachment B. The different levels of FAST’s Maintenance and Support Services available for purchase are described in detail in Attachment C, exclusive of pricing.
- 2.2. FAST agrees to provide, and the Agency agrees to purchase, Maintenance and Support Services as follows:
 - Level 1 GenTax Maintenance for a period of five (5) years
 - Time and Materials Support Services with three (3) Full Time Equivalents for a period of five (5) years

¹ GenTax[®] is a registered trademark of Fast Enterprises, LLC.

- Continued Centralized Technical Support (CTS) at no extra cost, provided Agency continues to procure the (3) Full Time Equivalents for Time and Materials Support Services
- 2.3. FAST may, at no additional charge, modify Software to improve operation and reliability or to meet legal requirements.
 - 2.4. Relocation of Software is the Agency's responsibility and may result in additional on-site support charges and modified service response times.
 - 2.5. Fast is not required to maintain or support nonqualified software. "Nonqualified software" is software not supplied or approved by Fast, and software for which the Agency does not allow FAST to incorporate modifications. The Agency is responsible for removing nonqualified software to allow Fast to provide maintenance and support.
 - 2.6. Maintenance does not cover any damage or failure caused by:
 - Media and supplies or use of items not designated for use with Software; or
 - Site conditions that do not conform to Fast's previously established site specifications; or
 - Neglect, improper use, fire or water damage, electrical disturbances, transportation by the Agency, work or modification by people other than FAST's employees, subcontractors or other authorized parties.
 - 2.7. The Agency is responsible for the security of its proprietary and confidential information and for maintaining a procedure external to the Software to reconstruct lost or altered files, data or programs.
 - 2.8. All terms and conditions of the License Agreement between FAST and the Agency are incorporated herein and remain in full force and effect.
3. **TERM AND RENEWAL.** The Parties agree that the term of this Agreement will commence on July 9, 2020 and conclude on July 8, 2025 (the "Term"), unless sooner terminated in accordance with the provisions of this Agreement. This Agreement may be renewed for a mutually agreed upon term. In the event that, during the term of this Agreement, the Agency's Louisville Metro Council fails to appropriate funds for the payment of the Agency's obligations under this Agreement, the Agency's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Agency shall deliver written notice to FAST of any such non-appropriation.
 4. **PAYMENT.** The Agency will pay to FAST, in full payment and reimbursement for providing the Maintenance and Services the fee in the amount, manner and at the times set out below:

Item	Estimated Invoice Date	Invoice Amount
Annual Software Maintenance		
Year 1	July 21, 2020	\$550,000
Year 2	July 21, 2021	\$550,000
Year 3	July 21, 2022	\$550,000
Year 4	July 21, 2023	\$600,000
Year 5	July 21, 2024	\$600,000
Annual Support Services		
Year 1 – Quarter 1 – 3 FTE’s	October 9, 2020	\$275,625
Year 1– Quarter 2 – 3 FTE’s	January 9, 2021	\$275,625
Year 1– Quarter 3 – 3 FTE’s	April 9, 2021	\$275,625
Year 1 – Quarter 4 – 3 FTE’s	July 9, 2021	\$275,625
Year 2 – Quarter 1 – 3 FTE’s	October 9, 2021	\$275,625
Year 2 – Quarter 2 – 3 FTE’s	January 9, 2022	\$275,625
Year 2– Quarter 3 – 3 FTE’s	April 9, 2022	\$275,625
Year 2– Quarter 4 – 3 FTE’s	July 9, 2022	\$275,625
Year 3 – Quarter 1 – 3 FTE’s	October 9, 2022	\$275,625
Year3 – Quarter 2 – 3 FTE’s	January 9, 2023	\$275,625
Year 3 – Quarter 3 – 3 FTE’s	April 9, 2023	\$275,625
Year 3 – Quarter 4 – 3 FTE’s	July 9, 2023	\$275,625
Year 4 – Quarter 1 – 3 FTE’s	October 9, 2023	\$288,750
Year4 – Quarter 2 – 3 FTE’s	January 9, 2024	\$288,750
Year 4 – Quarter 3 – 3 FTE’s	April 9, 2024	\$288,750
Year 4– Quarter 4 – 3 FTE’s	July 9, 2024	\$288,750
Year5 – Quarter 1 – 3 FTE’s	October 9, 2024	\$288,750
Year 5– Quarter 2 – 3 FTE’s	January 9, 2025	\$288,750
Year 5 – Quarter 3 – 3 FTE’s	April 9, 2025	\$288,750
Year 5 – Quarter 4 – 3 FTE’s	July 9, 2025	\$288,750
Total		\$8,467,500

5. REPRODUCTION OF SOFTWARE/DOCUMENTATION.

- 5.1 The Agency may not copy or reprint the Software in whole or in substantial part except to make archive copies of the Software. Any archive copy of the Software must contain the same copyright notice and proprietary markings that are on the original Software.
- 5.2 The Agency may not reproduce or copy the Documentation provided by FAST under this Agreement, in whole or in part, except as necessary for use as authorized under this Agreement

and the License Agreement incorporated herein. Any copy of the Documentation must contain the same copyright notice and proprietary markings that are on the original Documentation.

6. **INTELLECTUAL PROPERTY/OWNERSHIP OF SOFTWARE.** The Agency acknowledges that the Software and Documentation, and all improvements and modifications made to them by any party, are and remain the sole property of FAST. This Agreement neither expresses nor implies that any interest in the Software and Documentation is assigned or transferred to the Agency.
7. **FORM OF SOFTWARE.** The Agency agrees that the GenTax[®] Software supplied under this Agreement shall be delivered to the Agency in object code form only. FAST will maintain the GenTax[®] source code with an escrow agent and list the Agency as an authorized recipient in the event that FAST has not made suitable alternate arrangements for the continued maintenance of the GenTax[®] Software and:
 - 7.1. A receiver is appointed for FAST or for its property and assets;
 - 7.2. Proceedings under bankruptcy or insolvency laws are commenced by or against FAST;
 - 7.3. FAST ceases doing business or discontinues offering maintenance for the Software.
8. **CONFIDENTIALITY.**
 - 8.1. Agency acknowledges that all of the Software and Documentation provided to the Agency pursuant to this Agreement, in any form whatsoever, are FAST's "Confidential Information."
 - 8.2. Agency hereby agrees: 1) to hold all Confidential Information in confidence; 2) to use FAST Confidential Information only for the purpose for which it is disclosed; 3) to reproduce the Confidential Information only to the extent allowed under this Agreement; and 4) not to disclose the Confidential Information to any third party without FAST's prior written consent.
 - 8.3. Agency agrees to take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, in order to protect the confidentiality of FAST's Confidential Information.
 - 8.4. Agency may disclose Confidential Information only to the Agency's employees on a need-to-know basis. The Agency will have executed or will execute appropriate written agreements with its employees sufficient to enable it to comply with all the provisions of this Agreement.
 - 8.5. Agency will segregate all FAST Confidential Materials from the confidential materials of others to prevent commingling.
 - 8.6. At no time, under any circumstance, will any of FAST's Confidential Materials be removed from Agency property without the prior written consent of FAST.

- 8.7 Agency will notify FAST immediately upon discovery of any unauthorized use or disclosure of FAST's Confidential Information or any other breach of this Agreement by the Agency, and will cooperate with FAST in every reasonable way to help FAST regain possession of the Confidential Information and prevent its further unauthorized use.
- 8.8 If the Agency becomes legally obligated to disclose FAST's Confidential Information by any governmental entity with jurisdiction over it, the Agency will give FAST written notice sufficient to allow FAST to seek a protective order or other appropriate remedy. If disclosure cannot be avoided, Agency will disclose only such information as is legally required and will use its reasonable best efforts to obtain confidential treatment for any of FAST's Confidential Information that is so discloses.
- 8.9 A Non-Disclosure Agreement in the form attached hereto as Attachment A, and incorporated herein by reference, shall be signed by the Agency's agents, contractors , , and any other third parties (non-Agency employees) who may be exposed to or gain access to FAST Confidential Information.
9. WARRANTIES. FAST warrants the tapes, diskettes or other media provided under this Agreement to be new, or like new and free of defects in materials and workmanship under normal use for ninety (90) days from the delivery date unless otherwise agreed to in writing by the parties. FAST will replace without charge any FAST supplied tapes, diskettes or other media not in good working order if returned to FAST during the warranty period.
10. WARRANTY EXCLUSIONS.
- 10.1. EXCEPT AS STATED IN SECTION 9, FAST, ITS PARENT, SUBSIDIARIES AND THEIR AFFILIATES, SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED.
- 10.2. The warranty provided in Section 9 does not cover repair for damages, malfunctions or service failures caused by:
- Unauthorized actions of non-FAST personnel;
 - Failure to follow FAST's installation, configuration, operation or maintenance instructions;
 - Attachment to the Software of non-FAST software or failure of software not maintained by FAST, unless such installation or use is approved in writing by FAST.
11. LIMITATION OF LIABILITY.
- 11.1. For purposes of this Section 11, "FAST" shall be deemed to include FAST and its employees, agents, representatives, subcontractors , and suppliers, and "damages" shall be deemed to refer collectively to all injury, damage, loss, liability, expense or cost incurred.
- 11.2. FAST shall not be liable for indirect, special, collateral, incidental, or consequential damages, or for lost profits, savings or revenues of any kind, whether or not FAST has been advised of the possibility of such damages.

- 11.3. FAST's entire aggregate liability under this Agreement shall not exceed the annual value of the Contract during the Contract year the cause of action arose.
- 11.4. In no event will FAST be liable for damages in connection with or arising out of the Agency's negligent or willful misconduct with regard to Agency's use of the Software or Documentation under this Agreement.
- 11.5. FAST is not required or obligated to interpret how any law, ordinance, statute, regulation or business process is or should be implemented into the System. The Agency is solely responsible for any damages (problems, issues, costs, loss of goodwill, lost time, etc.) resulting from the System performing in accordance with instructions from the Agency.
12. INDEMNIFICATION/SAVE HARMLESS. To the extent permitted by Kentucky law, the Agency shall indemnify and hold harmless FAST from any and all third party claims, damages, costs, expenses, and actions, including reasonable attorneys' fees (collectively, "claims"), related to or arising out of this Agreement to the extent such claims are caused by or arise from the negligent or wrongful acts or omissions of the Agency, its employees, agents, or subcontractors under this Agreement. The Agency shall have no indemnification obligation under this Section to the extent any claims arise out of the negligence or misconduct of FAST.
- FAST agrees to indemnify, hold harmless, and defend the Agency, its elected and appointed officials, employees, agents and successors in interest from all third party claims, damages, losses and expenses including reasonable attorneys' fees, to the extent caused by FAST (or its subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the Agency or its elected and appointed officials and employees or an unrelated third party. This Hold Harmless and Indemnification Clause shall survive the termination of this Contract.
- CONTRACT RELATIONSHIP. The parties hereby acknowledge and agree that each is an independent contractor, that no party shall be considered to be the agent, representative, master or servant of any other party for any purpose whatsoever, and that no party has any authority to enter into any contract, assume any obligations or to give any warranties or representations on behalf of any other party. Nothing in this Agreement shall be construed to create a relationship of partners, joint venturers, fiduciaries, or any other similar relationship between the parties.
13. TERMINATION. Either party may terminate this Agreement when the other has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days, after receipt of such notice.
15. ASSIGNMENT. This Agreement cannot be transferred or assigned without the mutual written consent of FAST and the Agency.

16. **USE OF THE JURISDICTION NAME.** The Agency agrees that FAST may, prior to, in the course of performance of this Agreement (or any order), or thereafter use the Agency's name in advertising and promotional media as a customer or client of FAST.
17. **WAIVER.** None of the provisions of this Agreement will be deemed to have been waived by any act or acquiescence by any party, but only by an instrument in writing signed by an authorized representative of the waiving party. No waiver of any provision of this Agreement will constitute a waiver of any other provision or of the same provision on another occasion. Failure to enforce any provision of this Agreement will not constitute waiver of such provision or any other provisions of this Agreement.
18. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties regarding its subject matter, superseding any prior oral or written agreements or understandings relating thereto.
19. **SEVERABILITY.** Should any one or more of the provisions of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, it shall be considered severed from this Agreement and shall not serve to invalidate the remaining provisions of this Agreement.
20. **BINDING NATURE; NO THIRD PARTY BENEFICIARY.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns, and is made solely and specifically for their benefit. No other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.
21. **PRECEDENCE.** If any term of this Agreement is in contradiction with another agreement on a different subject matter between the parties, the terms of this Agreement shall prevail unless the other agreement explicitly states otherwise.
22. **AMENDMENT.** This Agreement may only be enlarged, altered, voided or modified by a written amendment signed by FAST and the Agency.
23. **HEADINGS.** Descriptive headings and Section/Paragraph numbering in this Agreement are for convenience only and shall not affect the construction or meaning of contractual language.
24. **SURVIVAL OF CERTAIN AGREEMENT TERMS.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the attachment hereto which may require continued performance, compliance, or effect beyond the termination or expiration date of the Agreement shall survive such termination or expiration date and shall be enforceable by the parties as provided herein in the event of a failure to perform or to comply by either party.

25. **FORCE MAJEURE.** Neither party shall be liable or deemed to be in default for any Force Majeure delay in performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, government actions, public disturbances, labor disturbances, fires, floods, epidemics, quarantines, restrictions, freight embargoes or unusually severe weather.
26. **NOTICES.** All deliveries, notices, requests, demands or other communications related to this Agreement that either party may be required or may desire to give to the other will be deemed received by the recipient when delivered personally; or by registered or certified mail, return receipt requested; or by overnight carrier; or upon telephone confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Communications should be addressed as follows:
- FAST:
Megan E. Mooney
Fast Enterprises, LLC
6225 N. Meeker Suite 100
Boise, ID 83713
Tel: (208) 433-9244
Fax: (303) 773-4829
MMooney@FastEnterprises.com
- AGENCY:
Name: Louisville Metro Revenue Commission
Title:
Address: 617 W Jefferson Street, Louisville, KY 40202
Telephone:
Fax:
Email:
27. **GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the laws of the State of Kentucky without giving effect to Colorado's choice of law provisions. The Agency and FAST: (i) submit to the jurisdiction of the Agency and federal courts located in Kentucky as the case may be; (ii) waive any and all objections to jurisdiction and venue; and (iii) will not raise forum non conveniens as an objection to the location of any litigation
28. **RECORDS AUDIT.** FAST shall maintain during the course of the work, and retain not less than three years from the date of final payment on the Contract, complete and accurate records of all of FAST's costs which are chargeable to Customer under this Agreement; and Customer shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by FAST shall include (without limitation): (a) payroll records accounting for total time distribution of FAST's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for

purchases receiving and issuing documents, and all the other unit inventory records for FAST's stores stock or capital items pertaining to the work; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges pertaining to the work.

29. ETHICAL STANDARDS Pursuant to KRS 45A.455:

- 29.1. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge: (a) He, or any member of his immediate family has a financial interest therein; or (b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or (c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
 - 29.2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.
 - 29.3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
 - 29.4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
 - 29.5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.
30. FAST shall reveal any final determination of a violation by FAST or its subcontractors within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to FAST or its subcontractor . FAST shall be in continuous compliance with the provisions of

KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to FAST or its subcontractor for the duration of this Agreement.

31. FAST shall comply with the insurance requirements attached hereto and fully incorporated herein as Attachment C.

ACCEPTED AND AGREED TO:

Print name and Title

Signature

Date:

ACCEPTED AND AGREED TO:
FAST ENTERPRISES, LLC

Per:

Print name

Signature

Date:

ATTACHMENT A

NONDISCLOSURE AGREEMENT

FAST ENTERPRISES, LLC, a New York Limited Liability Company, ("FAST") is providing Louisville Metro Revenue Commission (the "Agency") access to FAST products, tools, inventions, innovations, design concepts, program code, knowledge capital and professional services.

The following articles govern the procedures by which the undersigned ("I", "me", "my") will handle FAST confidential information. Specifically:

1. FAST declares that the following are confidential ("Confidential Material"):
 - a) Any data, products, inventions, innovations, program source code, program object code, program executables, data designs, data definitions, programming aids, tools, utilities, configurations, drawings, formulae, algorithms, ideas, designs, concepts, know-how, discoveries, techniques, training material, documents, manuals, methodologies, specifications, models, and other knowledge capital, electronic or otherwise, owned by FAST whether copyrightable or patentable or not;
 - b) Information relating to the technology, customers, business plans, promotional and marketing activities, pricing policies, finances and other business affairs of FAST;
 - c) Any documents or material which are marked "Confidential";
 - d) Information which, under the circumstances, ought to be treated as confidential.
2. FAST will disclose such Confidential Material to individuals as required for:
 - a) The implementation, maintenance and support of FAST software for the Agency's use;
 - b) Use of FAST software by the Agency.
3. I agree to receive any such Confidential Material in confidence and to use such Confidential Material solely for the purpose defined in Section 2 above. I further agree to take either:
 - a) Such measures as I would take in protecting the confidentiality of my own confidential information or
 - b) Such measures as a reasonable person would take in protecting the confidentiality of his or her own confidential information,whichever represents the higher standard, in protecting the confidentiality of the Confidential Material.
4. I agree that any Confidential Material that I receive can only be used for purposes outlined in Section 2 above. Other uses can be made only after obtaining the written permission of FAST.
5. I agree not to remove, from Agency's property, any Confidential Material without first obtaining the written permission of FAST.
6. I agree that I will not disclose any Confidential Material, directly or indirectly, to any party other than the Agency without first obtaining the written permission of FAST.

7. I agree that all Confidential Material provided under the terms of this Agreement shall remain the property of FAST and shall be returned to FAST upon its request, including any and all copies I might produce.
8. Nothing herein shall be construed as giving me any license or right in connection with the Confidential Material disclosed to me.
9. My obligation to maintain information in confidence shall not extend to such portions of the information that, at the time of disclosure to me, are general knowledge in the public domain or are required to be disclosed by the Kentucky Open Records Act, KRS 61.870, *et. seq.*.
10. I understand that my obligation to protect the confidentiality of the Confidential Material extends beyond my involvement with the Agency and beyond my involvement with FAST. Furthermore, my obligation to protect the confidentiality of the Confidential Material is not subject to changes in my employment status.
11. I understand that access to the Confidential Material is provided on a need-to-know basis. If, for any reason, such need no longer exists, I agree that I will return all Confidential Material to FAST, including any and all copies I may have produced.
12. I understand that Confidential Material is provided to me as-is and FAST makes no warranties with respect to Confidential Material.
13. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Kentucky without giving effect to choice of law provisions.
14. If any term of this Agreement should be declared void or unenforceable, such declaration will have no effect on the remaining terms herein.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

Print name

Signature

Date

ATTACHMENT B

GenTax® MAINTENANCE AND SUPPORT SPECIFICATIONS

I. Maintenance Specifications

Maintenance applies to GenTax software components. Maintenance does not apply to site-specific modules, configurations, network, databases, training or items that are covered under Support Services.

Maintenance includes the following elements:

1. Service Packs

Service packs are a packaged set of repaired defects, enhancements to existing software and occasionally new software components. Each service pack is provided with Documentation that identifies affected software components and classifies the service pack item as either:

- **Low impact** – software component is backward compatible
- **Medium impact** – software component is backward compatible; configuration or Documentation changes are required
- **High impact** – software component requires either new database structures, data fixes, or recompilation of site-specific components; existing business processes may be impacted

Service packs are scheduled to be released on a quarterly basis but may be released more or less frequently as required. Service packs released during the term of this Agreement will be made available to the Agency. Implementation of service packs may be provided by Fast Enterprises, LLC (“FAST”) under Support Services (see below).

2. Access to new and revised Documentation

New and revised Documentation including help files and configuration documents will be delivered to the Agency with the appropriate service packs and new versions.

3. Phone support

Phone support is available from 8:00 AM – 5:00 PM Pacific Time at the following number 1 (877) 275-3278 (1 (877) ASK-FAST). If Support Services (see below) are procured, on-site FAST support staff will serve as the initial contact point for all GenTax questions and issues. Extended support hours can be provided by FAST under Support Services (see below).

4. Upgrades

From time to time, FAST releases updated versions of GenTax. These upgrades are driven by new industry standards, client recommendations, and new functionality derived by FAST developers. The latest closed version of GenTax released during the term of this Agreement will be made available to the Agency. Implementation of upgrades may be provided by FAST under the Support Services (see below).

5. Defect repair to GenTax Core

Defects are submitted to the FAST Solution Center using the Solution Request Form. Solution Request Forms will be completed by the on-site FAST support staff, if any, and categorized by FAST as either:

- **Priority A** - the Software is not performing in accordance with FAST specifications and production or mission critical business operations are being impacted. No workaround is available.
- **Priority B** - the Software is not performing in accordance with FAST specifications but most business operations can be performed. A known workaround is available. The Agency is able to implement the workaround without severe interruption of the production process.
- **Priority C** - the Agency requires information or assistance on GenTax capabilities, installation, and configuration or would like to request an enhancement. This includes cosmetic and Documentation issues that have little or no impact on production processes and productivity.

6. Core Response Expectations

The following response expectation table specifies the level of response that will be given to the Agency at each step of the process based on the priority. The table specifies the maximum anticipated amount of time to complete each step.

- **Step 1** – represents the acknowledgement of the defect and the beginning of the information gathering and trouble shooting process.
- **Step 2** – represents the time frame in which a FAST Solution Center will actively address the issue and pursue a resolution thereof.

Priority	Step1	Step2
A	Next business day	<p>Work will be started immediately upon receipt and will continue until resolved. Dedicated resources will be assigned to resolving the defect.</p> <p>Solution will usually be provided as a hot-fix with specific instructions.</p> <p>Solution will be incorporated into the next service pack and the hot-fix will no longer be required.</p>
B	One week	<p>Work will be started within two weeks and performed during normal business hours.</p> <p>Solution will be incorporated into the next service pack released after the solution has been completed.</p>

C	Two weeks	<p>Work will be started and performed subject to resource availability. Enhancement requests may or may not be adopted. If an enhancement request is not adopted the Agency will be informed.</p> <p>Low impact enhancement requests may be incorporated into the next service pack released after the solution has been completed.</p> <p>All other implemented enhancement requests will be incorporated into the next version of GenTax released after the solution has been completed.</p>
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7. Escalation

During the term of this Agreement, the Agency will work with on-site FAST support staff, to the extent such personnel are available, to manage and resolve defects. The Agency, at its discretion, may escalate an issue to the Account Executive.

Note: If the FAST Solution Center cannot duplicate a defect in-house, then FAST Solution Center staff will need access to appropriate Agency environments.

II. Support Services

Support Services ensure that the Agency has immediate access to product experts. Support Services are provided by full time, on-site FAST representatives. Support Services may include analysis and installation of Software updates. The number of FAST representatives working on-site will vary depending upon the number and complexity of Software updates that are required to keep the Agency current.

Support Services may include:

- Defect evaluation and repair (defects not covered by Maintenance) including:
 - Site Code
 - Site Configuration
- GenTax performance tuning
- Analysis and installation of GenTax hot fixes, as required
- Analysis and installation of GenTax service packs, as required
- Upgrade to the next closed version of GenTax

FAST Support Services may also include, but are not limited to, on call production support, prioritization and facilitation of solution requests, implementation of modifications and enhancements, coordinating with FAST Solution Centers, configuration assistance, application development, user and developer training, best practices recommendations, and consulting, all depending on the level of support services procured.

ATTACHMENT C – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Prior to commencing work, FAST shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. FAST shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to Louisville/Jefferson County Metro Government's Purchasing Division and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. FAST shall not allow any subcontractors to commence work until the insurance required of such subcontractors has been obtained and copies of Certificates of Insurance retained by FAST evidencing proof of coverages.

Without limiting FAST's indemnification requirements, it is agreed that FAST shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government (Metro). Metro may require FAST to supply proof of subcontractors insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

- A. The following clause shall be added to FAST's (and approved subcontractors) Commercial General Liability Policies:
 - 1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

- B. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on FAST's or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):
 - 1. COMMERCIAL GENERAL LIABILITY, via the Occurrence Form, primary, non contributory ,with a \$10,000,000 Combined Single Limit for any one Occurrence and \$10,000,000 aggregate for Bodily Injury, Personal Injury, Property Damage, and Products/Completed Operations including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent contractors Protective Liability

f. Personal Injury

2. PROFESSIONAL LIABILITY (Errors and Omissions Including Cyber Liability Insurance), with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by FAST in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. In the event that FAST's policy is written on a "Claims Made" Form, FAST shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least two years after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that FAST has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.
3. WORKERS' COMPENSATION insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and EMPLOYERS' LIABILITY - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A-VI", unless proper financial information relating to the Company is submitted to and approved by Metro's Risk Management Division.

MISCELLANEOUS

- A. FAST shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government's Purchasing Division shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro at least fifteen (15) days prior to the expiration of any policy(s).
- B. Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:

Louisville/Jefferson County Metro Government
Office of Management and Budget

Purchasing Division
611 West Jefferson Street
Louisville, Kentucky 40202

- C. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

- D. **CANCELLATION OR MATERIAL CHANGE OF COVERAGE:** FAST shall notify Metro's Risk Management Division of any policy cancellation within two (2) business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, FAST shall notify Metro's Risk Management Division within ten (10) business days. If FAST fails to notify Metro as required by this Agreement, FAST agrees that such failure shall be a breach of this Agreement. Metro reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro's Risk Management Division.
- E. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of FAST hereunder. It is expressly understood that Metro does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of FAST.