



**Statement of Work (SOW),
Pricing & Payment Terms
Includes GSA Pricing**

FASTER Asset Solutions

100% Employee-Owned

Created For:

City of Clearwater

Date:

August 30, 2018

Senior Software Consultant:

Steve Specht

**Pricing in this proposal is valid for Contract Number: GS-35F-0251U
Contract Period: February 14, 2018 - February 13, 2023**

Qty	Description	Cost
1	<p>Includes:</p> <ol style="list-style-type: none">1. SIN 132-33: Perpetual Software Licenses Server Software plus 20 Client License (Cost: \$58,200)2. SIN 132-50: *Training Courses for Information Technology Equipment and Software (FPDF Code U012) On Site Set up and Configuration Training Course (Cost: \$5,700)3. SIN 132-50: *Training Courses for Information Technology Equipment and Software (FPDF Code U012) On Site Key User Training Course (Cost: \$5,700)4. SIN 132-50: *Training Courses for Information Technology Equipment and Software (FPDF Code U012) On Site End User Training Course (Cost: \$5,700)5. SIN 132-50: *Training Courses for Information Technology Equipment and Software (FPDF Code U012) On Site "Go Live" Preparation Training course (Cost: \$5,700)6. SIN 132-51: Information Technology (IT) Professional Services Project Management Services for SIN 132-32 and SIN 132-33 are mandatory on initial purchase - Up to 20 Client License (Cost: \$19,400) <p>*Mandatory Training Course</p>	\$100,400
GSA Software & Services Total		\$100,400

The cost below represent the open market price to upgrade the above GSA purchase of FASTER Win to FASTER Web. (If you opt for this, you will have license rights to FASTER Web and not FASTER Win.)

FASTER Web Upgrade Pricing in this proposal is valid for 30 days.

FASTER Web Upgrade Software & Services

Open Market Pricing

1207	<p>024 – Additional Software License Cost for FASTER Web: Standard Active Assets</p> <p>This price includes up to quantity listed standard active assets (which are defined as originally valued at \$5000 or greater and active). Each additional asset will be \$79.00.</p> <p>This is includes one instance of the FASTER Web Application with one database.</p>	\$25,903
1	<p>050 – Unlimited Named Accounts:</p> <p>Unlimited user access (named accounts) included.</p>	Included

COTS Add-ons

1	<p>207nc – Dashboard Add-on:</p> <p>Provides 20 standard metrics that monitor fleet industry performance measures. The dashboards have powerful configuration capability to enable effective display of data. They are also drillable in that you can click and drill into the data presented by the dashboard. And the Dashboards are role-based so that you can empower users based on their roles.</p>	\$10,000
1	<p>208 – Barcoding Software:</p> <p>Barcoding Software allows for Label Scanning and Printing. (Hardware is not included.)</p>	\$6,000

1	<p>300 – Single Vendor Fuel Import:</p> <p>The Fuel Import (FI) is a COTS add-on. It is a robust yet inexpensive way to import data from a Fuel System Vendor (FSV). It requires significant configuration and testing by FASTER. Below are important items the customer will need to provide for FASTER to configure, test and deploy:</p> <ol style="list-style-type: none"> 1. FSV Fuel File Layout Definition – This is the layout for the export file you plan on receiving regularly from your FSV. It defines your fuel export file's columns, positions and/or delimiters (if used). 2. Fuel System Export Files - Live production export files from the fuel system, including the complete disbursement transaction data. A minimum of 100 transactions will be needed for proper testing. The export files generated from your fuel system must be flat files, not reports, and not generated in Microsoft Excel. It is important you ensure your FSV does not change this export file as any changes may require additional configuration and testing. 3. Completed FI-Customer Configuration Form -This is a detailed form that assists you in providing all the information required for the FI to be configured and tested properly. <p>(This FI does not import Site & Dispenser information. You can add the importing of Site & Dispenser data to the FI for an additional (\$2,500) cost.)</p>	\$5,000
Data Services		
1	<p>400a - Level 1 Data Conversion and Testing:</p> <p>Equipment Birth Certificates, Parts Birth Certificates, Vendor Birth Certificates, Employees/Users Records. This product utilizes a utility and series of packages to convert your data to a FASTER Web database. As part of conversion, FASTER will perform two types of testing: 1. Functional stability testing to ensure that there are no data conflicts with the FASTER Web table structure; 2. Data Validation testing to test that data was converted properly.</p>	\$6,000
1	<p>401a – Extraction to SQL Staging Database:</p> <p>FASTER will provide an MSSQL staging database into which the Customer's team will map and populate the data you extract from the former database. (After the Customer completes mapping and populating the data in the staging database, FASTER will execute the conversion level the Customer choses which is noted below to transform the data and create a FASTER Web structured database. FASTER will then perform data validation testing.)</p> <p>OR</p> <p>402 – Extraction to Excel Data Mapping Sheets:</p> <p>If you do not have staff familiar with MSSQL, FASTER can provide a pre-designed data mapping product using Excel spread sheets. This Excel-based data mapping product can be used by your less experienced staff to populate all your data. It requires basic knowledge of Excel and solid knowledge of your fleet data. (After this work product is complete, FASTER will execute the conversion level you chose noted below to create your FASTER Web database and perform data validation testing.)</p>	\$6,000
1	<p>403a – Data Extraction Assistance: If you need assistance extracting, mapping or populating the data, FASTER can work with the Customer's Team to extract, map and populate the data from the current database to the MSSQL staging database. Should you opt for this assistance, FASTER will charge a rate of \$150/hour.</p>	TBD

1	<p>405 – Data Cleanup:</p> <p>If the data in the current system is in need of correction prior to the extraction, the customer will be responsible for data correction that takes place in the legacy system. (However, as part of the implementation process, FASTER Fleet Consultants will provide advice and guidance related to data correction.) For customers who maintain reliable data, there should be no need for data correction. However, if past practices or flawed conversions permitted incorrect data to be entered in the current system, it is advisable that the customer correct this prior to the extraction process beginning.</p>	n/a
Implementation Services & Training		
1	<p>500 – Project Management:</p> <p>Project Management (under 2000 Standard Active Assets)</p>	Included
1	<p>511a – System Overview Meetings (SOM):</p> <p>System overview meetings take place via live, remote web-based sessions. They consist of two, 4-hour meetings that will occur on the same day or two consecutive days where the customer will ensure key users are able to participate.</p>	Included
1	<p>511b - Configuration Training</p> <p>This takes place via live, remote, web-based sessions. It consists of two 4-hour sessions that can occur on the same day or two consecutive days. (If you bill by account-code, there will be a third session that will also take 4-hours.)</p>	Included
1	<p>512 – System Training/Go-Live:</p> <p>This training includes the below training agenda.</p> <p>Because training is hands-on, the maximum class size is 20 attendees and includes a single training location. Additional training sessions and trainers can be added at an additional cost any time up to 4-weeks prior to your go-live.</p>	See Below
1	<p>512a – Go-Live Week System Training - Asset Module (4 Hrs):</p> <p>Should include FASTER System Admin and Asset Managers.</p>	Included
1	<p>512b – Go-Live Week System Training - Maintenance Module (4 Hrs):</p> <p>Should include FASTER System Admin, Maintenance Supervisor, Service Writers and/or Technician who will create work orders.</p>	Included
1	<p>512c – Go-Live Week System Training - Parts Module (4 Hrs):</p> <p>Should include FASTER System Admin, Parts Staff and Parts Managers.</p>	Included
1	<p>512d – Go-Live Week System Training - Fuel Module (1 Hr):</p> <p>Should include FASTER System Admin and Fuel Clerk.</p>	Included

1	512e – Go-Live Week System Training - Vendors & Accounting Modules (1.5 Hrs):Should include FASTER System Admin, Accounting Staff and Parts Managers.	Included
2	512f – Go-Live Week System Training - Technician Workstation (2.5 Hrs): Should include FASTER System Admin and Technicians.	Included
1	<p>512g – Go-Live Week System Training - Additional Trainers (TBD):</p> <p>The above training costs provide for one trainer the week of go live. One trainer can provide one session of each of the above hands-on, user training sessions with the exception of the Technician Workstation. (Two Technician Workstation sessions can be accommodated by a single trainer.) If you determine your training needs require additional training sessions due to shift work or other needs, an additional FASTER trainer can participate during the week of go live for an added cost.</p> <p>Therefore, it will be important for you to determine the total number of training sessions and trainers you will need in order to then calculate your total training cost. Each of the above training sessions are role-based. So it should be easy to determine how many staff you have for each role. Typically the largest training sessions are the Technician Workstation and Maintenance Module. Please remember that you may want your Technicians to attend more than the Technician Workstation training module.</p> <p>To calculate your additional training costs:</p> <p>-- The cost (including room, board and travel) of the 1st trainer is included in the above costs.</p> <p>-- Travel, room and board will be a flat cost of \$1,000 for each additional trainer.</p> <p>-- To calculate session costs, multiply the number of additional training sessions you need of each of the above session options by the cost of the training module as listed above (module session cost times how many instances of that module session you require).</p> <p>-- The above flat fee for travel, room and board of each additional trainer as well as the fees for the above training assume that training sessions will be held consecutively so as to minimize the number of days a trainer would need to be at your location. It also assumes there is no weekend stayover. If training will begin one week and extend into the next week, an additional \$1,000 per trainer would apply for travel, room and board (\$1,000 flat fee per trainer times the number of business weeks spanned).</p>	TBD
FASTER Web Upgrade Software & Services Total		\$58,903
Total GSA and Open Market		\$159,303

NOTE: The below costs associated with hosting are optional. Should you opt to NOT have FASTER host, you can omit the associated hosting costs in the below green highlighted line-items.

1	620 – One-Time Hosting Setup	\$1,000
Software & Services Total if Hosting is Purchased		\$160,303

Upgrades, Support and Hosting (Paid Annually)		
Upgrades & Support		
1	801 – Upgrades & Support: Annual support includes phone support, as well as upgrades for your FASTER Web software. Annual software maintenance is purchased or renewed every 12 months. Support services apply to FASTER Web COTS System, Add-ons and Customizations. After the initial renewal year, support costs will increase at 3% annually. (There is no Upgrade & Support cost until one year from contract.)	\$23,271
Upgrades & Support		\$23,271
Hosting		
1	<p>This will include one FASTER Web instance with a single Database.</p> <p>Back Ups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, off-site location</p> <p>Terms & Conditions: Hosting shall have a term of one year, and the term shall commence upon installation of FASTER Web Software. After twelve months from commencement, these hosting services will automatically renew in one-year increments unless cancelled, provided a written notice of cancellation is received sixty (60) days in advance of anniversary date of commencement. Prices above shall be valid for 30 days.</p> <p>The below fee for Upgrades, Support & Hosting will be due upon purchase of FASTER Web Software. (Note the separate line-item-cost for hosting is provided below to show the actual cost for hosting services. Hosting is invoiced on an annual basis in a combined invoice that includes Upgrade, Support & Hosting costs.)</p> <p>There will be a 3% annual increase for Upgrades, Support & Hosting at each 1-year anniversary.</p> <p>(If the Customer has less expensive cloud hosting available, the Customer has the freedom to host FASTER Web at any third-party host they may choose. Should the Customer choose to host with a provider other than FASTER, the below charge will not apply.)</p>	
Hosting Subtotal		\$25,000
Upgrades, Support and Hosting Total		\$48,271

Payment Schedule By Milestone	
Milestone	Percent Due
1. Hosting: 1st payment is due upon purchase.	100%
2. Software & Services: Upon Purchase Confirmation	30%
3. Software & Services: Upon Installation of Software	30%
4. Software & Services: Upon COTS System Overview	20%
5. Software & Services: Delivery of Converted Data and Go Live	20%
6. Annual Upgrade, Support and Hosting Due One Year from purchase and each successive year customer desires.	100%
Hourly Work: Billed monthly	TBD

FASTER Web Product & Service Detail

1. Commercial-off-the-shelf and Custom Deliverables:

a. Definition of a Commercial-off-the-shelf Software (COTS):

The Statement of Work (SOW) may include custom work product, which is distinct and separate from the COTS software. There are also several COTS software add-on products that are sold separately (FASTER Web, MotorPool, Dashboard, Standard Fuel Import, Barcode, etc.). Therefore, if the product is not specifically listed in the SOW, FASTER will not be providing it to Customer. As FASTER Web is a COTS system, the underlying software consists of standardized programs (i.e., pre-built). The COTS software undergoes its own development cycle separately and distinctly from the implementation process. This means that no Requirements Gathering; Requirements and Design approval, Gap Analysis, Testing and development work is done on FASTER COTS Software. However, custom development and testing will be done in conjunction with the custom work noted in the SOW.

Whatever COTS software, custom work and converted data are listed in the SOW as work product, will be deployed together to form a "Soft Go Live" instance. If there is additional work product that is to be delivered separately (after the initial go-live) that will be specifically listed in the SOW. The Soft Go Live instance is tested in the FASTER data center and then deployed to the Customer's single environment that serves as the Customer's test environment during the implementation and will become the production environment upon go-live. This permits the Customer to perform whatever tests it deems necessary in the later environment to which it will have access. The Customer having one environment through the life of the implementation that will be promoted to production is a critical aspect of quality control that is a distinctly important

part of the FASTER COTS implementation process. And deviation from this may lead to additional cost. This process also reduces Customer IT expenses. While Custom work product (if any) is built to specific customer-identified specifications, the nature of COTS software requires that FASTER will not provide custom modification, code changes or database structure changes to any COTS software since this could adversely affect other customers. FASTER does enhance the COTS software as part of its normal life cycle based on customer input from its more than 370 customers, market research and on-staff fleet professionals.

b. Custom Work Approvals & Testing:

Custom work is defined as Integrations and Reports. The following process will be followed to ensure that reliable custom work is delivered as part of the implementation:

After the Customer provides the following documentation, *FASTER* will create an extensive Requirements Document for the Customer to approve. This document will enable the Customer to have certainty about what it requires for a successful customization.

Documents to be provided by Customer:

- In the case of a Custom Report, a mockup in Excel or similar table.
- In the case of an Integration, a Data Flow Map will show the data the Customer wants to import and/or export.
- A written summary of:
 - Execution of the integration: How should the integration be executed? For example, would it need to be run manually or scheduled to run automatically.
 - User Interface: Will a user interface be needed? If so, what are the key elements needed in the user interface?
 - Error Handling: How should errors be logged? Are there any specific errors or failures that could occur that would need the integration to notify the Customer about?
 - Special Considerations: Are there any additional business rules or special considerations that the Customer could not show in the data map that the integration needs to meet?

After receipt of the above, *FASTER* will create a Requirements Document for the Customer's approval. Once the Customer approves the Requirements, FASTER will begin and complete development and testing. And then the custom work product will be delivered with the COTS components in the form of the Soft Go Live noted above.

The Customer may choose to do whatever testing it deems necessary on the custom work during the implementation in the Customer's implementation environment (more below related to environments). Such testing will be administered by the Customer. FASTER will provide to the Customer any and all of the test cases that FASTER has already performed during its testing free of charge.

c. COTS Software Approvals & Testing:

As a result of the nature of a COTS system, the Implementation of the COTS software components will not require the Customer or FASTER to do test plan approvals, requirements documentation approvals, Gap analysis or Gap analysis approvals.

The Customer may choose to do whatever testing it deems necessary on the COTS software components during the implementation in the Customer's implementation environment (more below related to environments). Such testing will be administered by the Customer. FASTER will provide to the Customer any of the 50,000+ test cases that FASTER has already performed during its normal COTS release cycle free of charge.

d. Data Conversion Testing:

If noted in Schedule-A, *FASTER* will perform data conversion services: If data conversion services are provided, FASTER will perform data validation testing that validates the accuracy of the data FASTER loads into the Customer's FASTER Web database against the data provided by the customer and confirms the Customer's data in the FASTER Web database meets the business rules of FASTER. Once FASTER has completed data validation testing internally, FASTER will provide the Customer a Soft Go Live copy of the database that contains the data FASTER loaded. The Customer can then perform whatever due diligence it deems necessary to validate this data in the Customer's implementation environment. If the Customer chooses it can redundantly perform some or all of the same Data Validation tests cases FASTER performed. FASTER will provide data validation test cases for the Customer to use free of charge. Therefore, additional Customer data testing can be done by the Customer. Any data defects the Customer finds and reports during its implementation testing that conform to the scope of data conversion work detailed in this Agreement will be corrected by FASTER.

2. Restrictions on Customer Use

The computer programs and other items supplied by *FASTER* hereunder are for the sole use of Customer and Customer's employees/agents.

a. Competitive Uses: Customer cannot directly or indirectly lease, license, sell, offer, negotiate, or contract to provide any software similar to that supplied hereunder for any third party, but this clause shall not be construed to prohibit Customer from acquiring, for its own use, software from third parties.

Customer cannot:

1. Copy or duplicate, or permit anyone else to copy or duplicate, any physical or magnetic version of the programs, documentation, or information furnished by FASTER in machine-readable form.

2. Create or attempt to create, or permit others to create or attempt to create, by reverse engineering or object program or otherwise, the source programs, or any part thereof, from the object program or from other information made available by FASTER (whether oral, written, tangible, or intangible). Customer may copy for its own use, and at its own expense, operator manuals, training materials, and other terminal copies made for their distribution.

b. Demonstrations. Due to the proprietary nature of FASTER's Fleet Management System, Customer cannot demonstrate or show this system to any competitors, or consultants that work with competitors, of FASTER.

Software License

Perpetual License:

If the SOW contains a perpetual license and your organization is hosting *FASTER* in its data center, the below will apply.

1. Environment:

Customer may use *FASTER*'s proprietary software in a single environment. An "environment" is defined as a single installation (instance) of the *FASTER* application and one *FASTER* database. *FASTER* publishes specifications for each release of the product. Therefore, the first use of a version of *FASTER* and each subsequent upgrade to a newer version requires that Customer's environment comply with the minimum published specifications. Failure to meet the minimum specification puts Customer's operation at risk and may lead to *FASTER* being unable to provide support until Customer's environment complies with the published specification.

a. SINGLE *FASTER* TEST/PRODUCTION ENVIRONMENT: In order to minimize costs, as well as control quality and reduce risk, there will only be one environment through the implementation process. This environment, upon installation and during implementation will be the test environment on which all tasks (system overview, configuration, testing, training, etc.) will be performed. Upon restoring a final, go-live, database, this test environment will then be promoted to become the production environment.

b. TEMPORARY POST-GO-LIVE TEST ENVIRONMENT: After go-live of the FASTER system, Customer may stand up a temporary test environment on its premises, limited to the following circumstances: Testing a new version of FASTER; Testing the delivery by FASTER of any custom deliverables built by FASTER; Testing upgrades and/or patches Customer performs on Customer's server operating system; or database patches or upgrades; or if Customer is replacing server hardware. This test environment can be stood up 30-days prior to any of the above-identified testing and must be turned off or deleted within 45-days after any of the above is complete. (This does not apply if FASTER is providing hosting.)

OTHER TEST OR DEVELOPMENT ENVIRONMENT/S: Customer may have a separate test or development environment for other purposes at any time (e.g., during the implementation or after go-live) with of an additional license fee and an annual support fee.

3. Copies, Backups & Catastrophic Fail-Over:

Customer may make regular backups of all programs and data and clone, copy or maintain a mirror image of the production environment for catastrophic fail over. This includes the use of virtual machine cloning.

4. Software Modifications:

Customer may not modify the *FASTER* software, including, but not limited to, reverse engineering of any component of the FASTER system in order to perform any such modifications. Should Customer violate this provision, all warranties associated with the FASTER system are null and void.

Countersigned:
FLORIDA

CITY OF CLEARWATER,

George N. Cretekos
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:

Attest:

Assistant City Attorney

Rosemarie Call
City Clerk