

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Public Works - Fleet Services Division

**DATE:** June 29, 2015

**REQUESTED ACTION:** Authorize the Public Works Director to execute a Professional Services Agreement with Faster Asset Solutions in the amount of \$164,554 to upgrade the fleet management software (Faster) from a Windows to a web application. Also authorize the Public Works Director to sign supplemental agreements up to 10 percent of the maximum contract amount and approve future contract extensions for the life of the agreement.

**SR Number:**

**FOR APPROVAL BY:** \_\_\_ BOCC \_\_\_X\_\_\_ COUNTY MANAGER \_\_\_ HEARING

## PUBLIC WORKS GOALS:

- Provide safe and efficient transportation systems in Clark County
- Create and maintain a vibrant system of parks, trails and green spaces
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a healthy, desirable quality of life
- Increase partnerships and foster an engaged, informed community
- Cultivate a nimble, responsive work force
- Make Public Works a great place to work

## **BACKGROUND**

A decision package was approved in the 2015-16 biennial budget to purchase the web-based Faster software. The existing fleet management software program and database are outdated and supported by obsolete custom applications. This project will provide for the integration of detailed fleet management data from an existing program. Project benefits include:

- Improved system security and data integrity
- Improved operational productivity and efficiency
- New cost tracking
- Improved inventory management capabilities
- Updated database system for tracking and reporting assets
- Custom report capabilities from a user-friendly dashboard

## **ADMINISTRATIVE POLICY IMPLICATIONS**

This is sole source software that updates and replaces the county's fleet management program previously acquired under RFP#348 dated November 10, 2003. Funding for this work is in the approved Fleet Operations budget and includes software acquisition, installation, support for data integration, licensing, professional services, hardware, taxes and first year maintenance. Total estimated project cost initially is \$164,554.

## **COUNCIL POLICY IMPLICATIONS**

None.



PW15-052

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OK  
y1-*

**PREVIOUS REVIEWS AND ACTIONS**

Project was approved during the 2015-16 budget approval process.

**COMMUNITY OUTREACH**

None.

**BUDGET IMPLICATIONS**

| YES | NO |  |
|-----|----|--|
| X   |    | Action falls within existing budget capacity.  |
|     | X  | Action falls within existing budget capacity but requires a change of purpose within existing appropriation  |
|     | X  | Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager. |

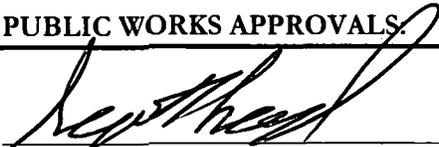
**DISTRIBUTION OF BOARD STAFF REPORTS:**

Distribution of staff reports is made via the Grid. <http://www.clark.wa.gov/thegrid/>  
Copies are available by close of business on the Thursday after council deliberations.

**DISTRIBUTION OF COUNTY MANAGER STAFF REPORTS:**

Public Works Administration – Anita Temme

**PUBLIC WORKS APPROVALS:**



Scott Rood  
Fleet Services Division Manager



Heath H. Henderson, PE  
Public Works Director/County Engineer

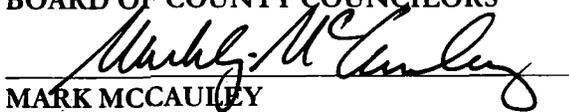
Attachments:

- Professional Services Agreement

CC: Public Works Administration – Anita Temme, Linda O’Leary; Fleet Services Division - Scott Rood

**APPROVED:** \_\_\_\_\_

**CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COUNCILORS**



**MARK MCCAULEY  
ACTING COUNTY MANAGER**

DATE: 6/30/15

SR #: SR 136-15

PW 15-052

**COUNTY MANAGER ACTION\RECOMMENDATION**

**By:** Mark McCauley

**Date:**

**SR Number:**

**REQUESTED ACTION:** Authorize the Public Works Director to execute a Professional Services Agreement with Faster Asset Solutions in the amount of \$164,554 to upgrade the fleet management software (Faster) from a Windows to a web application. Also authorize the Public Works Director to sign supplemental agreements up to 10 percent of the maximum contract amount and approve future contract extensions for the life of the agreement.

**COUNTY MANAGER RECOMMENDATION:**

| Action                            | Conditions                               | Referral to council?     |
|-----------------------------------|--|--------------------------|
| <i>Approval</i> <del>Denial</del> | <i>Enter conditions or requests here</i> | <del>Yes</del> <i>No</i> |
|                                   |  |                          |

  
Mark McCauley  
Acting County Manager

**DISTRIBUTION**  
Public Works Administration – Anita Temme

PW15-052

# BUDGET IMPACT ATTACHMENT

(Note: The fiscal impact page is required in all contract consent reports, even if the expense is in the adopted budget.)

## Part 1: Narrative

Explain what creates a budget impact (additional staff, reduced revenue, change in policy, etc.). Present assumptions for revenue and expenditure estimates.

Upgrade our fleet management software (Faster) from windows to a web application. A decision package was approved in the 2015-16 biennial budget to purchase the web-based Faster software. The existing fleet management software program and database are outdated and supported by obsolete custom applications. This project will provide for the integration of detailed fleet management data from an existing program.

## Part 2: Budget Impact

Include full position costs, including salaries and benefits. **None**

Expenditure:

| Fund          | Dept | Obj | Expense Change Year 1 | Expense Change Year 2 | Expense Change Year 3 | Expense Change Year 4 | Expense Change Year 5 | Expense Change Year 6 | One Time or Ongoing |
|---------------|------|-----|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|---------------------|
| 5091          | 555  | 648 | \$100,000             | \$64,554              |                       |                       |                       |                       |                     |
| <b>Total:</b> |      |     | \$100,000             | \$64,554              | \$0                   | \$0                   | \$0                   | \$0                   | \$0                 |

Revenue:

| Fund          | Dept | Obj | Revenue Change Year 1 | Revenue Change Year 2 | Revenue Change Year 3 | Revenue Change Year 4 | Revenue Change Year 5 | Revenue Change Year 6 | One Time or Ongoing |
|---------------|------|-----|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|---------------------|
| 5091          | 555  | 648 | \$100,000             | \$64,554              |                       |                       |                       |                       |                     |
| <b>Total:</b> |      |     | \$100,000             | \$64,554              | \$0                   | \$0                   | \$0                   | \$0                   | \$0                 |

## Part 3: FTE Profile Over Time

| # FTE | Type* | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 |
|-------|-------|--------|--------|--------|--------|--------|--------|
|       |       |        |        |        |        |        |        |
|       |       |        |        |        |        |        |        |

\*operating, revenue, project, temporary

Estimated start date for employees: **July 1, 2015**

PW15-052

## Professional Services Agreement

THIS AGREEMENT, entered this 30th day of June 2015, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and CCG Systems, Inc., dba FASTER ASSET SOLUTIONS, after this called "Contractor."

### WITNESSETH

WHEREAS, the Contractor was chosen through a competitive bid process by the County in 2010, through Request For Proposals (RFP) # 348 to acquire fleet management software. The Contractor is a sole source provider and has the expertise to provide professional services for Clark County and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as Exhibit A and its associated Schedules A, B, C and D.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as set forth in Exhibit A and its associated Schedules A, B, and C.
2. Time. The agreement shall be effective beginning June 30, 2015.
3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in Schedule A, which is attached hereto and incorporated herein by this reference. The parties mutually agree that in no event shall the amount billing exceed One Hundred Sixty-four

Thousand, Five Hundred Fifty-four Dollars and no cents (\$164,554), per Schedule A without prior approval of the County.

4. Termination. The County may terminate this Agreement upon any breach by Contractor in the duties of Contractor as set forth in Agreement. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Further, County may terminate this Agreement upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.

5. Independent Contractor. The Contractor shall always be an independent Contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. Indemnification / Hold Harmless. The Consultant shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the County. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to

the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Agreement and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

#### 9. Insurance Requirements

A. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its latest equivalent with minimum limits of \$1,000,000 per occurrence and in the aggregate for each one year policy period. This policy will renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage

affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

B. Professional Liability (aka Errors and Omissions) The Proposer shall obtain, at Proposer's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$2,000,000 per occurrence, with a maximum deductible of \$25,000. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.

#### C. Proof of Insurance

Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30 day written notice by mail. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract

10. Contract Documents: Contract documents consist of this Agreement,

Exhibit A – General Agreement, Schedule A – Pricing and Statement of Work (dated February 2, 2015), Schedule B – Software Upgrades and Support Agreement, and Schedule C – Software License Agreement. In the event of a conflict, the provisions of the contract shall take priority followed by Exhibit A and then the applicable Schedule.

11. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

12. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties and incorporated in the written amendments to the Agreement.

13. Public records act: Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/Department of Public Works.

14. Governing Law. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

15. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.

16. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it, or shall perform services as an independent contractor with it, in the performance of this Agreement.

17. Consent and Understanding. This Agreement including Exhibit A and Schedules A through C, contains a complete and integrated understanding of the Agreement between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

18. Severability. If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.



## Exhibit A: GENERAL AGREEMENT

CCG Systems, Inc., dba *FASTER* Asset Solutions, hereinafter referred to as "*FASTER*," agrees to grant to Clark County, hereinafter referred to as "County," and County agrees to accept from *FASTER* in accordance with the following terms and conditions as detailed in the attached schedules (collectively, the "Agreement"). More specifically, Schedule A includes a detailed Statement of Work, associated pricing and payment terms.

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

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

This Agreement may have custom work product which is distinct and separate from the COTS software. Custom work, if any, will be listed in Schedule A. There are also several COTS software products that are sold separately (*FASTER* Web, MotorPool, Dashboard, Standard Fuel Import, Barcode, etc.). Therefore, if the product is not specifically listed in Schedule A, no license rights are conveyed.

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 in conjunction with this agreement. However, custom development and testing will be done in conjunction with the custom work noted in Schedule A.

Whatever COTS software, custom work and converted data are listed in Schedule A 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 Schedule A. The Soft Go Live instance is tested in the *FASTER data center* and then deployed to the County's single environment that serves as the County's test environment during the implementation and will become the production environment upon go-live. This permits the County to perform whatever tests it deems necessary in the later environment to which it will have access. The County 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 addition cost. This process also reduces County IT expenses.

While Custom work product (if any) is built to specific County-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 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 insure that reliable custom work is delivered as part of the implementation:

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

Documents to be provided by County:

- In the case of a Custom Report, a mockup in Excel or similar table.
- In the case of an Integration, a Data Flow Map which will show the data the County 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 County about?
  - Special Considerations: Are there any additional business rules or special considerations that the County 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 County's approval. Once the County 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 County may choose to do whatever testing it deems necessary on the custom work during the implementation in the County's implementation environment (more below related to environments). Those testing costs will be borne by the County and administered by the County. *FASTER* will provide to the County any and all of the test cases which *FASTER* has already performed during its testing free of charge to use at the County's expense.

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 County or *FASTER* to do test plan approvals, requirements documentation approvals, Gap analysis or Gap analysis approvals.

The County may choose to do whatever testing it deems necessary on the COTS software

components during the implementation in the County's implementation environment (more below related to environments). Those testing costs will be borne by the County and administered by the County. *FASTER* will provide to the County any of the 50,000+ test cases which *FASTER* has already performed during its normal COTS release cycle free of charge to use at the County's expense.

d. Data Conversion Testing:

If noted in Schedule-A, *FASTER* will perform data conversion services. *FASTER* will perform data validation testing that validates the accuracy of data and confirms the County's data in the new database meets the business rules of *FASTER*. Once *FASTER* has completed data validation testing internally, *FASTER* will provide the County a Soft Go Live copy of the database that contains the County's data. The County can then perform whatever due diligence it deems necessary to validate its data in the County's implementation environment. If the County 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 County to use free of charge. All County data testing will be performed by the County at the County's expense. Any data defects the County 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. Change Requests

- a. COTS Add-ons: Change Requests to add COTS add-on components can be done any time up to the time of the installation of the COTS components included in the SOW or after the Go Live and there will only be the added costs which relate to adding those components and any added implementation tasks, such as training.
- b. Change Requests for Custom Work: The County may make a change request(s) for custom work, at any time, in writing and submit to *FASTER*'s Implementation Project Manager. *FASTER* will provide the County with a written estimate of added costs and/or time delay resulting from the change request(s). It is understood by the parties that change requests that occur after the County has approved the Requirements Document may lead to higher cost and time delay due to the fact that *FASTER* may need to re-write the Requirements Document, re-do the approval process, re-work code or re-test. The County will review and modify if needed *FASTER*'s written response to change request(s) and notify *FASTER* in writing whether it wants to proceed with the change request(s).

3. Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government, excise, sales, use, or like taxes now in force or enacted in the future and, therefore, prices are subject to an increase equal in amount to any tax *FASTER* may be required to collect, or pay, upon the sale or delivery of items purchased or licensed. If a certificate of exemption, or similar document or proceeding, is to be made in order to exempt the sale from sales or use tax liability, the County will obtain and pursue such certificate, document or proceeding.

#### 4. Proprietary Rights of *FASTER*

- a. Nature of Rights and Title: County recognizes that all computer programs , system documentation manuals, and other materials supplied by *FASTER* to County are subject to the proprietary rights of *FASTER*. County agrees that the programs, documentation, and all information or data supplied by *FASTER*, in machine-readable form are trade secrets of *FASTER*, are protected by civil and criminal law, and by the law of copyright, are very valuable to *FASTER*, and that their use and disclosure must be controlled. County further understands that operator manuals, training aids, and other written materials are subject to the copyright act of the United States.

Title: *FASTER* retains title to all programs, documentation, information or data furnished by *FASTER* in machine-readable form, and training materials.

County shall keep each and every item to which *FASTER* retains title free and clear of all claims, liens and encumbrances except those of *FASTER*; and any act of County, voluntary or involuntary, purporting to create a claim, lien, or encumbrance on such an item shall be void.

- b. Restrictions on County Use: The computer programs and other items supplied by *FASTER* hereunder are for the sole use of County and County's employees/agents.
- i. Competitive Uses: County agrees that while this agreement is in effect or while it has custody or possession of any property of *FASTER*, it will not 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 County from acquiring, for its own use, software from third parties. County agrees that while this Agreement is in effect, or while it has custody or possession of any property of *FASTER*, it will not:
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, provided, however that the County is authorized to make one backup copy and install it in the event of a server failure.
  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 under this Agreement or otherwise, (whether oral, written, tangible, or intangible). County may copy for its own use, and at its own expense, operator manuals, training materials, and other terminal copies made for their distribution.
- ii. Demonstrations. Due to the proprietary nature of *FASTER*'s Fleet Management System, County agrees not to demonstrate or show this system to any competitors, or consultants that work with competitors, of *FASTER*.

c. Transfer/Expansion of Rights

Neither party's rights under this Agreement may be assigned, licensed, or transferred to a successor, affiliate or any other person, firm, corporation, or organization voluntarily, by operation or law, or in any other manner without the prior written consent of the other, which shall not be unreasonably withheld.

d. Remedies

If County attempts to use, copy, license, or convey the items supplied by *FASTER* hereunder, in a manner contrary to the terms of this Agreement or in competition with *FASTER* or in derogation of *FASTER*'s proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, *FASTER* may, in addition to other remedies available to it, seek equitable relief enjoining such action.

e. Binding Effect & Definitions

The County agrees that this Agreement binds the named County and each of its employees, agents, representatives, and persons associated with it. This Agreement further binds each affiliated organization and any person, firm, corporation, or other organization with which the County may enter a joint venture or other cooperative enterprise. The term employee means individual on whose behalf the County withholds income taxes or makes contributions under the federal insurance contributions act or similar statutes in other nations.

5. Exclusion of Incidental, Consequential and Certain Other Damages

Neither *FASTER* nor its suppliers shall be liable for any special, incidental, indirect, punitive or consequential damages arising out of the use of or inability to use the *FASTER* components or the support services, or the provision of or failure to provide support services under this Agreement.

6. Limitation of Liability

County agrees that *FASTER*'s liability to County or any third party due to negligent professional acts, errors or omissions or breach of contract by *FASTER* will be limited to an aggregate of *FASTER*'s total fee excluding claims of copyright infringement or OSHA violation.

7. Confidential Information

**"Confidential Information"** means the terms of this Agreement, the Services, any software provided by *FASTER* or County under this Agreement, the logon identifiers and passwords provided to County and its Authorized Users, the fees charged under this Agreement, materials marked confidential by County or *FASTER* and any other information conveyed under this Agreement in writing or orally that is designated confidential or by the circumstances in which it is provided. Each party acknowledges and agrees that: (a) the Confidential Information constitutes trade secrets of the party owning such Confidential Information; (b) it will use Confidential Information of the other

party solely in accordance with the provisions of this Agreement; and (c) it will not disclose, or permit to be disclosed, the Confidential Information of the other party to any third party without the disclosing party's prior written consent. Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information including, at a minimum, those precautions taken by a party to protect its own Confidential Information of a similar nature, which will in no event be less than a reasonable degree of care. Confidential Information will not include information that is: (a) publicly available through no fault of the receiving party; (b) already in the other party's possession and not subject to a confidentiality obligation; (c) obtained by the other party from any source without breach of any obligation of confidentiality; or (d) independently developed by the other party without reference to the disclosing party's Confidential Information. Either party may disclose such Confidential Information as is required to be disclosed by order of a court or other governmental entity; provided reasonable notice is given to the party owning such Confidential Information so that such party may challenge the disclosure or obtain a protective order or other equitable relief. The obligations in this section as to Confidential Information shall continue for a period of five years following termination of this Agreement.

## 8. Term and Termination

The initial term of this Agreement shall be for one year from the Effective Date. After expiration of the initial term, County's Services included in this Agreement shall automatically renew for successive one-year periods (the initial term and each renewal term, a "Term") unless either party provides written notice of non-renewal at least 60 days prior to commencement of the applicable renewal term. The costs for Services in this agreement will increase by 3% (three percent) each year. The parties will work in good faith to allow for each party to unwind this relationship if termination occurs.

### a. Termination by FASTER

FASTER shall have the right, upon notice to County, to terminate this Agreement if: (a) County fails to pay FASTER any amount due hereunder and such failure to pay is not cured within 30 days following FASTER's notice to County of such breach; (b) County materially breaches any term or condition of this Agreement, provided such breach is not cured by County within 30 days following FASTER's notice to County of such breach; or (c) County (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

### b. Termination by County

County will have the right, upon notice to FASTER, to terminate this Agreement if (a) FASTER is in material breach of this Agreement and FASTER fails to remedy such material breach within 30 days of its receipt of such notice; (b) as provided by Section 3(a) of Schedule B; (c) FASTER (i) terminates or suspends its business activities; (ii) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar

authority; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

## 9. General

### a. No Assignment

This Agreement cannot be assigned by either party without prior written consent. Any attempt by a party to assign any of the rights, duties, or obligations of this agreement without such consent is void.

### b. Agreement Modifications

This Agreement can be modified only by a written agreement duly executed by persons authorized to sign agreements on behalf of County and of *FASTER*. Any variance from the terms and conditions of this Agreement in any order or other written notification from the County will be of no effect.

### c. Entire Agreement

This Agreement constitutes the entire agreement among the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement.

### d. No Other Warranties outside of this Agreement

EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, *FASTER* DISCLAIMS ALL WARRANTIES WITH REGARD TO THE *FASTER* PRODUCT SOLD HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MARKETABILITY AND FITNESS AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF *FASTER* FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE SYSTEM.

### e. Savings Clause

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or non-enforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

### f. Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if the delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions, wars, insurrections and or any other causes beyond the reasonable control of the party whose performance is affected.

g. Limitation Period (6 years)

No action, regardless of form, arising out of this Agreement may be brought by either party more than six (6) years after the cause of action has arisen, or, in the case of non-payment, more than three (6) years from the date of the last payment.

h. Public Agencies

With *FASTER's* approval, this Agreement may be extended for use by other municipalities and government agencies of any state. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, and/or rules and regulations of the respective political entity. Special discount/s provided to County will not necessarily apply to other Customers. County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

i. Governing Law

This Agreement will be governed by the laws of the State of Washington. The County acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, the County agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

j. Software Escrow

The source code to all *FASTER* Fleet Management software is kept in a secure remote site location. An escrow account may be established specifically for the County with the *FASTER* Escrow Agent. A setup fee and an annual maintenance fee for this escrow account will apply. However, *FASTER*, in the event that it is no longer able to support, enhance, and further market the software listed in Schedule A; *FASTER* will make available *FASTER* source code for software listed in Schedule A to all Customers who are active and up to date on their support service Agreement with *FASTER*.

**AGREED TO:**

|                |  |
|----------------|--|
| (County name): | CCG Systems, Inc. DBA <i>FASTER</i> Asset Solutions:                                     |
| By:            | By:  |
| Title:         | Title: <u>CEO</u>  |
| Date:          | Date: <u>6-15-15</u>   |

Schedule A: Statement of Work, Pricing & Payment Terms



**Proposed Pricing,  
Statement of Work (SOW)  
& Payment Milestones**

**Created For:**

Clark County

**Date:**

February 2nd, 2015

**Senior Software Consultant:**

Mike Brawley

| Qty                          | Description  | Cost     |
|------------------------------|--|----------|
| <b>FMIS Core COTS System</b> |  |          |
|                              | 002 - Software Cost: Standard Active Assets:   |          |
| 700                          | 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 \$85.00.  | \$59,500 |
|                              | 012b - Software Cost: Non-Standard Active Assets:  |          |
| 100                          | This price includes up to the quantity listed non-standard active assets (which are defined as originally valued at less than \$5000 and more than \$500). Each Non-Standard Asset cost is 25% of the quoted Standard Asset cost.  | \$2,125  |
|                              | 013 - Software Cost: Fuel-only Standard Assets   |          |
| 110                          | This price includes vehicles where fuel data is tracked in FASTER. Therefore, since FASTER will NOT be licensed for these assets to be used for maintenance or other accounting tracking, the price is discounted. Each Fuel Assets cost is 25% of the quoted Standard Asset cost.   | \$2,338  |
|                              | 050 - Unlimited Named Accounts:  |          |
| 1                            | Unlimited user access (named accounts) included.   | Included |
| <b>Add-on Modules</b>        |  |          |
|                              | 207nc -Dashboard Add-on: (See Offsetting Discount Below)   |          |
| 1                            | Provides 12 standard Key Performance Indicators (KPI's) 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. | \$10,000 |

The Standard Fuel Import (SFI) 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:

- |   |   |         |
|---|---|---------|
| 1 | <p>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).</p> <p>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.</p> <p>3. Completed SFI-Customer Configuration Form -This is a detailed form that assists you in providing all the information required for the SFI to be configured and tested properly.</p> | \$3,500 |
|---|---|---------|

**Go-Live Custom Work**

*Below are a series of custom reports the County had FASTER create for FASTER Win. Therefore, the cost below is the cost to re-create these reports should they be needed. Some or all of the below reports may not be needed. FASTER recommends the County confirm the need for each report.*

**330m – Migration Report Customization:**

Report Customization--The below list of FASTER Win report/s which were developed using Crystal Reporting Services will be used as a template to build a corresponding reports using the FASTER Web Reporting tool. This cost is discounted to reflect that FASTER is doing no requirements, specification or approval process. The stored procedure and RPT file will be used as a template. FASTER will re-construct this report for use in FASTER Web and it will be delivered at Soft Go Live for customer testing. Therefore, this does not include any modifications to these existing reports. If modifications are desired, the process involved to facilitate understanding and approval plus the additional work will lead to added cost.

(Please note: if you export any reports using the Excel – Data Only option in FASTER Win, you will need to request a custom export for FASTER Web to ensure you get data exported the way you want.)

Since FASTER Web has a more structured database than FASTER Win there may be some differences between FASTER Web's and FASTER Win's report design. Therefore some FASTER Win custom reports will not be the same when reproduced in FASTER Web.

- |   |         |         |
|---|---------|---------|
| 1 | CAL3109 | \$1,040 |
|---|---------|---------|

**Data Services**

**400 – Data Cleanup:**

- |   |   |                                       |
|---|---|---------------------------------------|
| 1 | <p>The customer will be responsible for any data cleanup needed related to ensuring that the data in the current database is usable. (However, as part of the implementation process, FASTER Fleet Consultants will provide advice and guidance related to data cleanup.)</p> | This is the Customer's Responsibility |
|---|---|---------------------------------------|

|                                     |  |           |
|-------------------------------------|--|-----------|
| 1                                   | <p>The Migration Data Conversion Product is used for migrating data from COTS FASTER Win-5.69 BR2 to FASTER Web-6.2. It does not include migrating data that relates or is the result of a use of FASTER Win Add-On unless specifically noted. For example, item 2 of the appendix identifies that if you have the graphics add-on, then all your graphics will be brought over with the migration.</p> <p>A Migration Data Conversion does not migrate data that is uniquely associated with the customization you have. This will need to be addressed separately and potentially as an additional custom migration. The attached appendix "Migration Data Conversion Product" is an outline of the categories of data that will be migrated during the Migration Data Conversion.</p> | \$15,000  |
| <b>Configuration &amp; Training</b> |  |           |
| 1                                   | <p>511 – 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. All training material and manuals will be provided electronically for each respective class. County will be allowed to print hard copies as needed.</p>  | \$6,600   |
| 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 On-site, System Training - Asset Module (4 Hrs):</p> <p>Should include FASTER System Admin and Asset Managers.</p>  | \$2,200   |
| 1                                   | <p>512b – Go-Live Week On-site, 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>  | \$2,200   |
| 1                                   | <p>512c – Go-Live Week On-site, System Training - Parts Module (4 Hrs):</p> <p>Should include FASTER System Admin, Parts Staff and Parts Managers.</p>   | \$2,200   |
| 1                                   | <p>512d – Go-Live Week On-site, System Training - Fuel Module (1 Hr):</p> <p>Should include FASTER System Admin and Fuel Clerk.</p>  | \$550     |
| 1                                   | <p>512e – Go-Live Week On-site, System Training - Vendors &amp; Accounting Modules (1.5 Hrs):</p> <p>Should include FASTER System Admin, Accounting Staff and Parts Managers.</p>  | \$825     |
| 2                                   | <p>512f – Go-Live Week On-site, System Training - Technician Workstation (2.5 Hrs):</p> <p>Should include FASTER System Admin and Technicians.</p>   | \$1,375   |
| 1                                   | <p>512g – Go-Live Week System Training - Additional Trainers (TBD):</p> <p>You can increase the number of training sessions to accommodate your staff at any time up to four weeks prior to your go-live. In order to get pricing for additional training please provide: The quantity of the above role-based training sessions (max 20-per class); And the number of simultaneous geographically unique locations. This will permit us to determine the number of trainings and the amount of travel cost.</p>   | TBD       |
| <b>Discounts</b>                    |  |           |

|                                      |   |                 |
|--------------------------------------|---|-----------------|
| 1                                    | 900 - Existing WIN Customer Discount                    | - \$6,600       |
|                                      | Discount for Existing FASTER WIN Customers              |                 |
| 1                                    | 905ec - Existing FASTER WIN Customer Dashboard Discount | - \$10,000      |
| <b>Software &amp; Services Total</b> |   | <b>\$92,853</b> |

**Upgrades & Support for Software & Services**

|   |                           |   |                 |
|---|---------------------------|---|-----------------|
|   | 801 – Upgrades & Support: |   |                 |
| 1 |                           | Annual support after switch date. Annual support services are comprised of Software Cost, Add-Ons and Customizations. Migration annual support fee will require that FASTER Win will no longer be in use. The Initial FASTER Web annual support fee will be due 30 days after switch date. Any months remaining on FASTER Win support will be pro-rated and deducted from the initial year of FASTER Web support. After the initial renewal year, support costs will increase at 3% annually. | <b>\$15,701</b> |

**Payment Schedule By Milestone**

| Milestone  | Percent Due |
|--|-------------|
| <b>Upon Purchase Confirmation</b>                  | <b>20%</b>  |
| <b>COTS Software Delivery</b>                      | <b>30%</b>  |
| <b>COTS System Overview</b>                        | <b>20%</b>  |
| <b>Delivery of Converted Data and Go Live</b>      | <b>20%</b>  |
| <b>Retainage – Release 30-days after Go Live</b>   | <b>10%</b>  |
| <b>Hourly Work: Hourly work is billed monthly.</b> | <b>TBD</b>  |

**Optional Add-ons & Customizations**

|  |   |  |                 |
|--|---|--|-----------------|
| <b>Motor Pool COTS System</b>                                  |   |  |                 |
|  | 050nc – Web-Based MotorPool:                                |  |                 |
| 1  |   | Web-Based MotorPool Reservations System. This line-item is for software only. It does not include keybox hardware or telematics hardware and infrastructure.<br><br>In the event this MotorPool product is purchased with FASTER Web, it will be implemented at least 10 business days after the FASTER Web go-live.<br><br>While reservations data can often be entered manually at go-live, some customers desire that data that resides in your current motor pool product be converted to this new FASTER Web-Based MotorPool product. This can be done on a custom basis and will be an added cost. | <b>\$20,000</b> |
| 1  | 205 – Unlimited Named MotorPool Accounts:                   | Unlimited user access (named accounts) for MotorPool included.   | <b>Included</b> |
| <b>Motor Pool Configuration, Training &amp; Implementation</b> |   |  |                 |
| 1  | 500MP – MotorPool Project Management:                       | MotorPool Implementation and Project Management Services   | <b>\$3,000</b>  |
| 1  | 511mp – MotorPool System Overview & Configuration Sessions: | System overview and configuration session activities take place via live remote web-based session for a 6-hour period. Customer will then proceed to set up and configure the software.  | <b>\$1,500</b>  |

|  |   |         |
|--|---|---------|
| 512mp – MotorPool System Training/Go Live: |   |         |
| 1  | 6-hour remote MotorPool Operations User Training (includes dispatchers, reservationist and admin). If additional classes are required, additional costs may apply. Onsite training can be provided for an added cost. | \$1,500 |

|  |   |                 |
|--|---|-----------------|
| <b>Add-ons and Custom Work</b>                   |   |                 |
| 334 – Custom Script Writing                      |   |                 |
| 1  | Custom Script Request: Migrate data from in-house customization for custom data objects in the FASTER Win database only. An estimate will be provided once the tables and data requirements have been provided by the County. Custom Script Writing rate is \$130/hr) | TBD             |
| 1  |   |                 |
| <b>Optional Add-ons and Customizations Total</b> |   | <b>\$26,000</b> |

|  |  |                |
|--|--|----------------|
| <b>Upgrades &amp; Support for Software &amp; Services</b>  |  |                |
| 801mp – MotorPool First Year Support Services:   |  |                |
| 1  | Annual support includes phone support, as well as upgrades for your FASTER MotorPool software. | \$4,000        |
| <i>Annual Support includes phone support, as well as upgrades for your FASTER Web software product. 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.</i> |  |                |
| <b>Software Upgrades &amp; Support for Optional Add-ons and Customizations Total</b>   |  | <b>\$4,000</b> |

|   |                    |
|---|--------------------|
| <b>Payment Schedule By Milestone</b>                                |                    |
| <b>Milestone</b>  | <b>Percent Due</b> |
| <b>Start of Project (Software obtained by county and installed)</b> | <b>50%</b>         |
| <b>Delivery</b>   | <b>40%</b>         |
| <b>Retainage released 30-days from go-live</b>                      | <b>10%</b>         |
| <b>Hourly Work: Hourly work such is billed monthly.</b>             | <b>TBD</b>         |

**Migration Data Conversion Product**

After you have completed your data cleanup, it is important that you consider additional data preparation tasks and information that will aid you in preparing FASTER Win data to migrate effectively to a more robust and more structured FASTER Web database (DB) structure. Below is detailed information.

After you deliver your clean *FASTER* Win database, *FASTER* begins the migration process. After this point you will NOT be able to change data in the *FASTER* Win DB (other than daily transactions). Therefore, NO cleanup can be done after this point. So be sure all your data cleanup and prep is done prior to uploading your *FASTER* Win database to *FASTER*.

The migration process begins by *FASTER* creating and testing a test *FASTER* Web DB. This test migration DB is called a soft go-live DB. You will be provided this soft go-live DB for review and approval. Later, one week prior to go-live you will be able to provide to *FASTER* another *FASTER* Win DB so new transaction data can be included in the final go-live DB.

**Important Notes:**

Once *FASTER* begins the migration work, you cannot do data cleanup or change data in your *FASTER* Win DB in any way other than to add transactions. If you do, you will risk your data and could cause corruption or bad data or cause your organization to spend a great deal of time reversing those entries or create added cost.

There is currently a migration path from 5.69BR2 and above to *FASTER* Web. If you have a version of *FASTER* Win that is prior to 5.69BR2, you will need to upgrade to the latest version of *FASTER* in order to migrate to *FASTER* Web.

**Data that Will Migrate**

The Migration Data Conversion Product is used for migrating data from COTS *FASTER* Win to *FASTER* Web. It does not include migrating data that relates or is the result of a use of *FASTER* Win Add-Ons unless specifically noted. For example, Item 2 below identifies that if you have the graphics add-on, then all your graphics will be brought over with the migration.

A Migration Data Conversion does not migrate data that is uniquely associated with the customization you have. This will need to be addressed separately and potentially at an additional cost for a custom migration.

Below is a specific list of the categories of data that will be migrated during the Migration

Data Conversion:

**1. Equipment Inventory**

- Birth Certificate
- Acquisition and Disposal
- Vehicle Replacement
- Warranty Records
- Preventative Maintenance
- History
- User Reference

**2. Attachments, Graphics, and Notes**

**3. Parts Inventory**

- Birth Certificate
- Warranty Records
- Parts History
- Order Receipts
- Transfers
- IPN
- Vendors & Purchase Orders

**4. Repair Types/Codes**

**5. Work Orders/Independent Parts/Deferred Repairs**

- Transactional Detail
- Meter History
- Indirect Labor

**6. Operational Cost/Fuel**

- Transactional Detail

**7. Equipment Templates**

**FASTER Web Handles Data Differently**

*FASTER* Web is a separate, distinct product from *FASTER* Win. It was designed to provide the best

practices for a fleet's future needs. This means that some of the fields, forms, and processes of *FASTER* Win have been modified or changed. Instead of building *FASTER* Web to be similar to *FASTER* Win, we felt that building the best product (even if it deviated from *FASTER* Win) is what

our customers needed. Therefore, please review the *FASTER* Web product and make sure that you

are comfortable with the fact that some fields, forms, and processes are different. Below is a summary of some of those differences:

## Field Names

Some Field Names have shifted in *FASTER* web. A few examples of this include:

- Company changes to Organization
- Independent Issue changes to Direct Charge
- Equipment changes to Asset
- Data Look Up to Fields

Along these lines, the field names and data elements within are not identical between the two systems. A data mapping spreadsheet is available for review that will provide the location of the

data in *FASTER* Web after migration.

## Applets No Longer Standalone

In *FASTER* Web, Applets have been consolidated into modules that represent roles. For instance:

- Work Order, Independent Parts Issue, Shop Floor Manager, Task Lists, and Indirect Labor Editor. These applets are in the Maintenance Module of *FASTER* Web.
- Part Inventory, Part Processing, Key Change and Parts Lists. These applets are in the Parts Module of *FASTER* Web.
- Equipment Inventory, Equipment Template, Equipment Ownership, Warranty Tracking, and Key Change. These applets are in the Assets Module of *FASTER* Web.

## Process Changes

- Budget account codes are required in *FASTER* Web to process all purchases. If account code

usage was turned on in Win these codes are consolidated into a single migration code.

- *FASTER* Web does not support Last Receipt your costing method will be converted to Moving

Average.

- Table codes are now called Fields and have had their descriptions extended in length.
- There are certain table codes that existed in *FASTER* Win, which *FASTER* Web does not use or

support.

- Field relabeling functionality is limited to specific fields in *FASTER* Web; however, the relabeled fields will carry through to the Reports
- Credits cannot be applied directly to a work order. They are added as a billing adjustment that

shows on the work order print out.

- Lifetime Warranty cycle type 'L' will be migrated to *FASTER* Web as a warranty with a cycle type of 'Y' for Years and the Cycle Length in *FASTER* Win will be migrated over directly to *FASTER* Web's cycle length.

• Work Order Other Cost no longer requires a Repair Type. Therefore, the Asset History totals in

Web do not consider the Repair Reason code from Win. All Work Order Costs are now displayed

in the 'Other Cost' column in Web.

• *FASTER* Web does not provide batch entry functionality for work order related data

• Since *FASTER* Web is a browser-based product you do not need to use a keyboard on a handheld scanner or a PDA. You can use the following to satisfy the need for manual data input

while doing receiving, issuing, or inventory:

1. A notebook computer running a compatible browser or a Motorola Xoom tablet running

a

compatible browser with a wireless card.

2. A wireless network in your parts room.

3. If you have the above, you can take your notebook or Xoom with you when you do receiving,

the issuing, or inventory. And enter directly into the notebook's or Xoom's keyboard to quantity in real-time in *FASTER* Web. Therefore, when you buy a barcode scanner you can buy the less expensive scanner that does not have a keyboard.

### **New Processes Supported in *FASTER* Web**

- Ability to have multiple contacts per asset in *FASTER* Web.
- Ability to have multiple standard specification types for the same asset in *FASTER* Web.
- Auto work order notification email for multiple statuses is available in *FASTER* Web.
- Ability to plan for acquisition in *FASTER* Web.
- Core tracking & returns functionality is available in *FASTER* Web.
- Two-step part transfer audit trail in *FASTER* Web.
- User required to validate meter readings before processing fuel in *FASTER* Web.

• Close out process for asset inventory counts in *FASTER* Web.

• Ability to use P-card/credit cards in *FASTER* Web.

• Ancillary PM, inspections, and renewals are tracked as Scheduled Actions in *FASTER* Web.

### **Data Not Migrated**

A Migration Data Conversion does not migrate data that is uniquely associated with any customization you may have. This will need to be addressed separately and potentially at an

additional cost for a custom migration. The data outlined below will NOT be migrated from *FASTER*

Win to *FASTER* Web; But Functionality Is Available in *FASTER* Web.

#### **Data Not Migrated But Functionality Is Available in *FASTER* Web**

- Title Sets
- Equipment Account (EA Account)
- Billing Account (VBA Codes)
- Flat Rates
- Warranty Claims Tracking
- Backorders (only fully received orders are migrated)
- WRR (E-request repair requests from *FASTER* service center)
- RLS (Repair Labor Standard)
- Vendor Contact Cell Phone field
- F-Audit components: physical count adjustment, deleted orders, adjusted quantity, adjusted Cost
- Dashboard KPI views and individual settings

#### **Data Not Migrated And Functionality Is Not Available in *FASTER* Web**

The below listed data is not migrated. And *FASTER* Web does not include the below features or functionality. Do to *FASTER* Web's improved design, some of this functionality is not necessary.

There are also a few features such as *FASTER* Win's Tank Inventory that did not have enough customer use to justify building.)

- Tank Inventory
- PM Scheduler Templates
- EOM History
- Work order estimates
- Quick buttons
- Work Order User Reference
- Max Issue from Parts
- EOQ, ABC, UCC
- Any custom table codes (existing code will not be migrated & creating new ones is not supported in *FASTER* Web)

#### **Radio Assets Management**

If you are using *FASTER* Win to manage radio assets, you are likely managing radio assets as

a

child asset of the fleet asset. While *FASTER* Web will provide the opportunity to manage radio can do it differently than in *FASTER* Win. Therefore, just as you customized *FASTER* Win to manage radio assets, you will want to customize *FASTER* Web to take advantage of its unique qualities. If you choose to manage radios separately from assets, this will likely require a second database and a second migration. This will be an added cost and is not part of the *FASTER* Win to *FASTER* Web migration. Please discuss your needs with us.

### **Facilities Management**

If you are using *FASTER* Win to manage facilities, there are some fundamental differences in the way

you would manage facilities in *FASTER* Web. In general, you will find *FASTER* Web more robust.

But in *FASTER* Web you will likely want to maximize your productivity by managing Facilities data

in a separate DB from Fleet data. This requires a separate instance of *FASTER* Web (a second install of the *FASTER* Web application and a separate DB). And that does mean there is a higher

cost. While you can avoid this added cost of a second Facilitates DB and instance by putting your

Facilitates data in the same DB as your Fleet data; you will lose the ability to customize Facilitates

separate from Fleet data.

If you want Facilities data migrated from a Company in a *FASTER* Win DB to a *FASTER* Web DB, there

will be the extra cost of a custom migration. This is not part of the *FASTER* Win to *FASTER* Web

migration. Please discuss your needs with us.

## Schedule B: Software Upgrades & Support Agreement:

1. Scope: Software Upgrades & Support will consist of: (i). Upgrades to the COTS software and Custom software listed in section three; (ii). Correction of defects to keep the software in conformance with the applicable user documentation as noted in section four; and (iii). Telephone support listed in section five.

Support will not include: (i) set-up, installation, or configuration of hardware and software required for the County to access the software unless a separate hosting or SaaS addendum is included in this Agreement; (ii) and error correction, or research with respect to County-created documents.

To the extent County used a previous version of the software, and maintains that version in a separate environment, this Agreement does not extend Upgrades & Support to that legacy version. Upgrades and Support for a previous software version will require a separate Upgrade & Support agreement at an additional cost.

2. Representative. The County will provide a Representative and an alternate designated to be *FASTER's* contact for communicating with *FASTER* concerning Support, or making any other request or providing any notice. County may change the Representative upon notice to *FASTER*. (Other members of the County's Team are welcome to call *FASTER* Support.)
3. Software Upgrades:
  - a. All software from *FASTER* requires that annual Software Upgrade & Support be purchased by the County. After the first year, Software Upgrade & Support will automatically renew unless the County cancels per the terms noted below. Software Upgrade & Support provides the following upgrade benefits:
    - i. Upgrades for the Core COTS (Commercial Off The Shelf) Product: Each new version release of the specific "Core COTS Product" which is included in this contract is provided at no added cost to the County. As long as Software Upgrade & Support is maintained, County is entitled to new version releases of the *FASTER* product in this contract.)
    - ii. Upgrades to Add-on Products and Customizations: All Add-on Products and customizations will be upgraded to function with the new versions of the Core COTS Product as long as the County continues to purchase Software Upgrade & Support. And as long as County maintains Software Upgrade and Support, the County can buy additional add-ons.
4. Software Defects: Software Upgrades & Support covers any issue or problem that is the result of a verifiable, replicable error (*FASTER* will use all reasonable means to verify and replicate) in the software ("Verifiable *FASTER* Defect"). An error will be a Verifiable *FASTER* Defect only if it constitutes a **material** failure by the software to function in accordance with the applicable software documentation. A material failure is defined as not meeting specs due to repeated

errors. This documentation includes the User Manuals for the COTS products and the detailed Requirements Document for which the County signed-off for any custom-built work.

5. *FASTER* Software Support Coverage: County will have access to *FASTER*'s Technical Software Support Personnel ("Software Support") via phone during normal business hours. Public holidays are recognized and considered to be non-business days. For the purposes of this Agreement, normal business hours shall be defined as 7:30 am to 6:00 pm EST/EDT, Monday through Friday (excluding US public holidays). Communications with Technical Support may be via telephone or e-mail. In addition, to the support obligations listed above, *FASTER* shall provide emergency phone support twenty (24) hours a day, seven (7) days a week after business hours by having Support staff members on-call for phone support for issues defined below under "Emergency Situations Covered by *FASTER* Support."
6. Emergency Situations Covered by *FASTER* Support are defined as: A. The system is frozen; B, The system has crashed and will not recover; C. County cannot process work or there is a major impairment of an important function in the system.
7. IT Support & Consulting Not Provided: Unless the County contracted *FASTER* to provide hosting, *FASTER* Support does not cover IT tasks such as hardware upgrades or changes; server operating system or relational database management system installs, patches or upgrades; or backup and restore or disaster recovery; virtual machine management; server and database cluster tasks, etc. (If *FASTER* is providing hosting, a separate schedule below addresses hosting and hosting support.)
8. County Errors: *FASTER* will provide trouble shooting and advice related to mistakes the County's employees may make (data deletion, data input error, Administrative or User errors, etc.). As a courtesy, *FASTER*'s Support Staff accepts these types of calls and is willing to aid the County with issues that are out of the scope outlined in this Agreement. Therefore, while *FASTER* staff often is able to add value in root cause analysis and trouble shooting of issues as a courtesy that are outside of *FASTER*'s responsibilities, there may be occasions where *FASTER* must discontinue work on issues that are beyond *FASTER*'s responsibilities so to be attentive to other customers.
9. Training: Support does not include training. Live-remote, training via a web-based medium such as GoToMeeting can be provided for an additional cost. *FASTER* also offers Regional Training for an added cost in geographic areas where there are concentrations of customers.
10. County's Responsibilities:
  - a. The County's representative must be qualified and authorized to communicate all necessary information, must have administrative access to the *FASTER* application, must have access to the database and hardware resources to be able to perform diagnostic testing and be available for follow-up if required. *FASTER* does accept calls from County Staff who do not meet the above requirements. However, resolution of some issues may require a County Staff member who meets the above criteria to be available.

- b. County accepts sole responsibility for any compatibility problems between the Services and any other application software or non-current software programs not maintained or supported by *FASTER*.
11. Submitting a Request: The County should be prepared to provide the following:
- a. Telephone number and alternate method of contact (i.e. email address);
  - b. A description of County's problem or question;
  - c. Provide screen capture/s or video/s of the issue.
  - d. The circumstances under which the problem does or does not occur.
  - e. Specific error messages, error numbers, log files and program numbers.
  - f. For Customers who host *FASTER* on their internal IT infrastructure, additional information may be needed such as: Version of the *FASTER* Software in use; client or server operating systems versions; and Hardware specifications, etc.
12. *FASTER* will follow the below process to assist County with issues:
- a. During business hours *FASTER*'s response time to phone calls is immediate: 95% by the third ring, 99% by the fifth ring.
  - b. There is an exception to the above during Support Team training, which will occur no more than twice a month for no more than a length of 90-minutes each. During these training sessions, the response time may drop to 90% of call response by the fifth ring.
  - c. *FASTER*'s response to email during business hours is: 95% within three hours and 99% within one business day.
  - d. Once contact with a *FASTER* Support Team Member is established via phone or email, a case will be created for tracking purposes and the supplied information will be documented and a County can request a case number for tracking purposes.
  - e. *FASTER*'s Support is structured to: Resolve the issue; Answer County's questions; or to identify logs, tests or error information the County needs to acquire and submit in order to trouble shoot the issue during that first phone call. This is done in an effort to solve the issue in that first call.
  - f. If it is not possible to resolve the issue in one phone call, the Technician who took the call will diligently work to gain closure or engage with his/her supervisor to assign the case to the proper staff member for a resolution or escalate the case to the Development Team.
13. Term: The initial term of this Software Upgrades & Support Agreement shall be for one year from the Go-live date. After expiration of the initial term, Software Upgrade & Support shall renew for successive one-year periods with a 3% (three percent) increase unless either party provides written notice of non-renewal at least 60 days prior to commencement of the applicable renewal term. *FASTER* shall have the right, upon notice to County, to terminate this Agreement if County fails to pay *FASTER* any amount due hereunder within 30-days.

## Schedule C: Software License Agreement

1. Perpetual License:

*FASTER* grants to County a perpetual, non-exclusive, non-transferable license to use the *FASTER* software specified in Schedule A in accordance with the terms of this Agreement.

2. Environment:

County understands that it may use *FASTER*'s proprietary software in a single environment. In this Agreement 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 County's environment comply with the minimum published specifications. Failure to meet the minimum specification puts County's operation at risk and may lead to *FASTER* being unable to provide support until County'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, this Agreement permits County to stand up a temporary test environment on their 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 County performs on County's server operating system; or database patches or upgrades; or if County 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.)
- c. **OTHER TEST OR DEVELOPMENT ENVIRONMENT/S:** County may have a separate test or development environment for other purposes at any time (e.g., during the implementation or after go-live) with payment of an additional license fee and an annual support fee.

3. Copies, Backups & Catastrophic Fail-Over:

County understands that it is able to 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:

County 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 County violate this provision, all warranties associated with the *FASTER* system are null and void.