

**EXHIBIT****"B"**

**CITY OF ROUND ROCK AGREEMENT FOR  
FLEET MANAGEMENT INFORMATION SYSTEMS  
WITH  
FASTER ASSET SOLUTIONS**

**THE STATE OF TEXAS**

§

**CITY OF ROUND ROCK**

§

§

**KNOW ALL BY THESE PRESENTS:****COUNTY OF WILLIAMSON**

§

**COUNTY OF TRAVIS**

§

§

THAT THIS AGREEMENT for fleet management information systems (referred to herein as the "Agreement"), is made and entered into on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2024 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and FASTER ASSET SOLUTIONS, whose offices are located at 760 Lynnhaven Parkway, Suite 203, Virginia Beach, Virginia 23452 (referred to herein as "Services Provider").

**RECITALS:**

**WHEREAS**, City desires to enter into an agreement for the purchase of fleet management information systems; and

**WHEREAS**, Section 252.022(4) of the Texas Local Government Code states that expenditures for items available for only one source are exempt from competitive bidding requirements; and

**WHEREAS**, Services Provider is the sole source provider of the services being purchased pursuant to this Agreement; and

**WHEREAS**, the City desires to purchase certain services from Services Provider as set forth herein; and

**WHEREAS**, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

## **1.0 DEFINITIONS**

A. **Agreement** means this binding legal contract between City and Services Provider whereby City is obligated to buy specified goods and services and Services Provider is obligated to provide said services. The Agreement includes the Scope of Services (Quote), attached hereto as Exhibit “A,” and incorporated herein by reference for all purposes.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods** mean the specified supplies, materials, commodities, or equipment.

F. **Services** mean work performed to meet a demand or effort by Services Provider to comply with promised delivery dates, specifications, and technical assistance specified.

## **2.0 EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto and shall remain in full force and effect unless and until it expires by operation of the term indicated herein or is terminated or extended as provided herein.

B. The term of this Agreement shall be for sixty (60) months commencing on the effective date of the Agreement.

C. City reserves the right to review the relationship with Services Provider at any time and may elect to terminate this Agreement with or without cause or may elect to continue.

## **3.0 CONTRACT DOCUMENTS**

The services which are the subject of this Agreement are described in Exhibit “A.” Exhibit “A,” together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

#### **4.0 SCOPE OF WORK**

Services Provider shall provide all goods and services described under the attached Exhibit "A." Services Provider's undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibit, and in a professional and competent manner.

#### **5.0 CONTRACT AMOUNT**

The total costs payable to Services Provider shall not exceed **Two Hundred Seventy-Nine Six Hundred Twelve and 22/100 Dollars (\$279,612.22)** for the term of the Agreement.

#### **6.0 INVOICES**

All invoices shall include, at a minimum, the following information:

- A. Name and address of Services Provider;
- B. Purchase Order Number (if provided to Services Provider);
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

#### **7.0 NON-APPROPRIATION AND FISCAL FUNDING**

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

#### **8.0 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

## **9.0 GRATUITIES AND BRIBES**

City may, by written notice to Services Provider, cancel this Agreement without liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

## **10.0 TAXES**

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges, provided the City submits to Services Provider a valid tax exemption certificate for such taxes.

## **11.0 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS**

If Services Provider cannot provide the goods and services as specified, City reserves the right and option to obtain the products from another supplier or suppliers

## **12.0 CITY'S REPRESENTATIVE**

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Bismarck Meza  
Systems Analyst  
221 East Main Street  
Round Rock, Texas 78664  
(512) 218-5466  
[bmeza@roundrocktexas.gov](mailto:bmeza@roundrocktexas.gov)

### **13.0 INSURANCE**

Services Provider shall meet all City of Round Rock Insurance Requirements as set forth at: [http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf).

### **14.0 RIGHT TO ASSURANCE**

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

### **15.0 DEFAULT**

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified services elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

### **16.0 TERMINATION AND SUSPENSION**

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

B. Both parties have the right to terminate this Agreement for cause, that being in the event of a material and substantial breach by the other party which remains uncured thirty (30) days after notification by the non-breaching party, or by mutual agreement to terminate evidenced in writing by and between the parties.

C. In the event this Agreement is terminated for any reason, the following shall apply: Services Provider shall discontinue all services in connection with the performance of

this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed, except and to the extent City is terminating the Agreement for a material uncured breach pursuant to (B). The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein. City will have no further right to use the Software (as defined in the Omnia Contract) and will return the software media to Services Provider and destroy all copies of the Software (and related documentation) in City's possession or control.

## **17.0 INDEMNIFICATION**

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Service's Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

## **18.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES**

A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as applicable and as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or

firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

## **19.0 ASSIGNMENT AND DELEGATION**

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

## **20.0 NOTICES**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;  
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

### **Notice to Services Provider:**

FASTER Asset Solutions  
760 Lynnhaven Parkway  
Suite 203  
Virginia Beach, Virginia 23452

### **Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

AND TO: Stephanie L. Sandre, City Attorney  
309 East Main Street  
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

## **21.0 APPLICABLE LAW; ENFORCEMENT AND VENUE**

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

## **22.0 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

## **23.0 DISPUTE RESOLUTION**

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

## **24.0 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

## **25.0 MISCELLANEOUS PROVISIONS**

**Standard of Care.** Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

**Force Majeure.** Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.




**Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**FASTER Asset Solutions**

By:   
Printed Name: Mitchel Skyer  
Title: President  
Date Signed: 3/15/2024

**Attest:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephanie L. Sandre, City Attorney

**FASTER Asset Solutions**

760 Lynnhaven Pkwy, Suite 203  
Virginia Beach, VA 23452  
United States

T: 4023055850

Quote #	2226
Date	Jan 30, 2024
Expires	Apr 30, 2024
Contact	Mike Jennings

**Prepared for** City of Round Rock  
David Carter  
901 Luther Peterson Place  
Round Rock, TX 78664  
United States

T: (511) 218-5457  
E: dcarter@roundrocktexas.gov

## City of Round Rock, TX - Migration

### One-Time Fees

Category	Item	Qty	Price	Total
LICENSE	<b>FASTER WEB CORE LICENSE FEE</b>	810	\$85.00	<del>\$68,850.00</del> <b>\$61,620.75</b>
	FASTER WEB Core license fee per standard asset.			
	Standard assets are those originally valued at \$5,000 or greater and active).			
	<ul style="list-style-type: none"> <li>This includes one instance of the FASTER Web Application with one database.</li> <li>Unlimited user access (named accounts) included.</li> </ul>			
	10.5% Item Discount (\$7,229.25)			
	FASTER (Code: 430)			
LICENSE	<b>FASTER WEB Non Standard Assets License Fee</b>	700	\$21.25	<del>\$14,875.00</del> <b>\$13,313.12</b>
	For non standard assets (initial purchase price <\$5,000). Includes setup, license fee, lifetime software updates for customers, first year maintenance and support.			
	10.5% Item Discount (\$1,561.88)			
	FASTER (Code: FWNSALIC)			



Category	Item	Qty	Price	Total
SETUP / INTERFACE	<b>Database Management &amp; Setup Migrating Customer</b>  Establishment of one FASTER Web instance with a single Database. This setup includes the FASTER Web test environment that will be used during the entire implementation, all database configuration, testing, backup configuration, and validation. Includes 24x7x365 cloud database access. This same environment will be promoted to be the production environment at the time of Go-Live. <ul style="list-style-type: none"> <li>Backups: 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, offsite location</li> <li>Includes all support and maintenance for the first year of service.</li> </ul>	1	\$2,000.00	<b>\$2,000.00</b>
	Faster Asset (Code: DBMS)			

One-Time Subtotal \$85,725.00

Discount (\$8,791.13)

### Annual Fees

Category	Item	Qty	Price	Total
SUPPORT and MAINTENANCE	<b>FASTER WEB CORE ANNUAL SUPPORT &amp; MAINTENANCE</b>  FASTER WEB Core annual support and maintenance fee per standard asset.  20% Item Discount (\$2,754.00)  FASTER (Code: 430A)	810	\$17.00	<del>\$13,770.00</del> <b>\$11,016.00</b>
SUPPORT and MAINTENANCE	<b>FASTER WEB NON STANDARD ANNUAL SUPPORT &amp; MAINTENANCE</b>  FASTER WEB Non-Standard Assets annual support and maintenance fee per non-standard asset.  20% Item Discount (\$595.00)  FASTER (Code: FWNSALICANN)	700	\$4.25	<del>\$2,975.00</del> <b>\$2,380.00</b>
SUPPORT and MAINTENANCE	<b>Database Annual Support and Maintenance</b>  Annual fee for support, maintenance, software upgrades, firmware/database management, data storage, and report management. <ul style="list-style-type: none"> <li>Backups: 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, offsite location</li> </ul> 12% Item Discount (\$1,080.00)  FASTER (Code: DBMSANN)	1	\$9,000.00	<del>\$9,000.00</del> <b>\$7,920.00</b>

\* Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.



Annual Support And Maintenance Subtotal	\$25,745.00
Discount	(\$4,429.00)

## FASTER Web Interface Add-On Solutions

### One-Time Fees

Category	Item	Qty	Price	Total
SETUP / INTERFACE	<b>Dashboard</b>  The Faster Dashboard provides easy access to an at-a-glance overview of key performance indicators and data for your organization. The FASTER Dashboard is designed to give fleets a way to monitor performance, communicate, and make quick decisions about their operations. It comes with 20 Key Performance Indicators (KPIs) charts within the Dashboard Add-on, which includes the 8 module landing charts available within FASTER Web which can also be accessed via the Dashboard for one convenient high level overview.  100% Item Discount (\$10,300.00)  FASTER (Code: 207nc)	1	\$10,300.00	<del>\$10,300.00</del> <b>\$0.00</b>
SETUP / INTERFACE	<b>Barcoding Add-On Setup</b>  The FASTER Barcoding Add-on provides the ability to scan and print labels on customer provided hardware. This module allows for ease of data entry as well as inventory control. <ul style="list-style-type: none"> <li>• Beneficial add on for use with in-house numbering system. OEM labels may be used effectively as well.</li> <li>• Simplifies inventory and intake processes for inventory items and storerooms.</li> <li>• Quickly scan incoming inventory with 2D or Symbology – Code 128 barcodes.</li> <li>• Reduces data errors that occur with any manual data entry process.</li> <li>• Print barcode labels for items, including labels for a range of items simultaneously.</li> </ul> 20% Item Discount (\$1,236.00)  FASTER (Code: 208)	1	\$6,180.00	<del>\$6,180.00</del> <b>\$4,944.00</b>



Category	Item	Qty	Price	Total
SETUP / INTERFACE	<b>Fuel Import - Single Vendor (Existing Customer)</b> Single Vendor Fuel Import This is a single vendor fuel import for an existing customer who has been live on a FASTER product for more than 6 months. The import includes 1 (one) of the following options: 1. Import a new fuel vendor fuel transaction file. 2. Import a new fuel file from your existing vendor. FASTER will conduct complete configuration and testing of the fuel file layout and export files (flat files) from the fuel system. Site & Dispenser optional add on is available, if required, to the single vendor fuel import FASTER (Code: 301)	2	\$3,605.00	<b>\$7,210.00</b>
SETUP / INTERFACE	<b>Single Vendor Site and Dispenser Add On</b> This is an optional add-on to the Fuel Import (FI) to enable you to track the specific fuel site and/or fuel dispenser. This optional add on allows configuration to track Inventory Items so fuel imports deplete quantity from inventory. FASTER Asset (Code: 303)	1	\$2,575.00	<b>\$2,575.00</b>
Addon Modules / WEB	<b>Authentication Provider Integration w/Auth0 for Enterprise Connections Setup and Year One Fee</b> This Auth0 integration add-on provides authentication options for FASTER Web including the ability to integrate with a third-party cloud directory provider such as Azure AD or Azure AD + SAML. This requires enterprise connections and will provide Single Sign On capabilities. Additionally, you can have the Authentication Provider to provide authentication for your users if you don't have a cloud directory provider or if you have users who are not part of your directory that need access to FASTER Web. FASTER (Code: AuthEnt)	1	\$4,800.00	<b>\$4,800.00</b>

One-Time Subtotal \$31,065.00

Discount (\$11,536.00)

## Annual Fees

Category	Item	Qty	Price	Total
SUPPORT and MAINTENANCE	<b>Dashboard Annual Support and Maintenance</b> 50% Item Discount (\$1,030.00) FASTER (Code: 207ncann)	1	\$2,060.00	<del>\$2,060.00</del> <b>\$1,030.00</b>



Category	Item	Qty	Price	Total
SUPPORT and MAINTENANCE	<b>Barcoding Add-On Annual Support &amp; Maintenance</b>	1	\$1,236.00	<del>\$1,236.00</del>
	Annual recurring support and maintenance for barcode module			<b>\$1,081.50</b>
	12.5% Item Discount (\$154.50)			
	FASTER (Code: 208ANN)			
SUPPORT and MAINTENANCE	<b>Fuel Import Single Vendor Support and Maintenance Existing Customer</b>	2	\$721.00	<del>\$1,442.00</del>
	Annual support and maintenance for fuel import for existing customer			<b>\$1,261.75</b>
	12.5% Item Discount (\$180.25)			
	FASTER (Code: 301ann)			
SUPPORT and MAINTENANCE	<b>Single Vendor Site and Dispenser Support and Maintenance</b>	1	\$515.00	<del>\$515.00</del>
	Annual support and maintenance for site and dispenser			<b>\$450.62</b>
	12.5% Item Discount (\$64.38)			
	FASTER (Code: 303ann)			
Addon Modules / WEB	<b>Authentication Provider Integration w/Auth0 for Enterprise Connections Annual Fee</b>	1	\$4,800.00	<b>\$4,800.00</b>
	This Auth0 integration add-on provides authentication options for FASTER Web including the ability to integrate with a third-party cloud directory provider such as Azure AD or Azure AD + SAML. This requires enterprise connections and will provide Single Sign On capabilities.			
	Additionally, you can have the Authentication Provider to provide authentication for your users if you don't have a cloud directory provider or if you have users who are not part of your directory that need access to FASTER Web.			
	FASTER (Code: AuthEnt)			

\* Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.

Annual Support And Maintenance Subtotal	\$10,053.00
Discount	(\$1,429.13)

## FASTER Web Data Services

### One-Time Fees

Category	Item	Qty	Price	Total
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Category	Item	Qty	Price	Total
Service / Data	<b>Migration Data Conversion</b>	1	\$20,000.00	<del>\$20,000.00</del>
	The Migration Data Conversion Product is used for migrating data from FASTER Win to FASTER Web.			<b>\$17,500.00</b>
	<ul style="list-style-type: none"> <li>Data Migration for FASTER Win Add-Ons are quoted individually and require an individual requirements scope</li> <li>Data Migration for FASTER Win Customizations are quoted individually and require an individual requirements scope</li> </ul>			
	Item Discount (\$2,500.00)			
	Faster Asset (Code: 408)			
	Base Price		\$20,000.00	\$20,000.00
One-Time Subtotal				\$20,000.00
Discount				(\$2,500.00)

## FASTER Web Training

### One-Time Fees

Category	Item	Qty	Price	Total
Training	<b>System Overview Meetings (SOM)</b>	1	\$3,300.00	<b>\$3,300.00</b>
	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.			
	Faster Asset (Code: 511a)			
Training	<b>Configuration Training</b>	1	\$3,300.00	<b>\$3,300.00</b>
	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.)			
	Faster Asset (Code: 511b)			
Training	<b>System Training/Go Live</b>	1	\$0.00	<b>\$0.00</b>
	On Site Training - Go Live			
	Hands-on instructor led training at a single location for up to 20 attendees. Additional training sessions and instructors may be added at any time, if needed, up to 4 (four) weeks prior to go live date.			
	FASTER (Code: 512)			
Training	<b>Asset Module Go Live Training Class</b>	1	\$2,200.00	<b>\$2,200.00</b>
	4 Hour live training session with in person on site trainer			
	FASTER (Code: 512a)			



Category	Item	Qty	Price	Total
Training	<b>Maintenance Module Go Live Training Class</b> 4 Hour live training session with in person on site trainer  FASTER (Code: 512b)	1	\$2,200.00	<b>\$2,200.00</b>
Training	<b>Inventory Module Go Live Training Class</b> 4 Hour live training session with in person on site trainer  FASTER (Code: 512c)	1	\$2,200.00	<b>\$2,200.00</b>
Training	<b>Fuel Module Go Live Training Class</b> 1 Hour live training session with in person on site trainer  FASTER (Code: 512d)	1	\$550.00	<b>\$550.00</b>
Training	<b>Vendors &amp; Accounting Module Go Live Training Class</b> 1.5 Hour live training session with in person on site trainer  FASTER (Code: 512e)	1	\$825.00	<b>\$825.00</b>
Training	<b>Technician Module Go Live Training Class</b> 2.5 Hour live training session with in person on site trainer  FASTER (Code: 512f)	1	\$687.50	<b>\$687.50<sup>†</sup></b>
Training	<b>Technician Module Go Live Training Class II</b> 2.5 Hour live training session with in person on site trainer. This is the second technician module class offered during the Go Live period for on site training.  FASTER (Code: 512f2)	1	\$687.50	<b>\$687.50<sup>†</sup></b>
One-Time Subtotal				<b>\$15,950.00</b>

## Summary

<sup>†</sup> Non-taxable item

Please contact us if you have any questions.

One-Time Subtotal	\$152,740.00
Discount	(\$22,827.13)
<b>Total One-Time</b>	<b>\$129,912.87 USD</b>
Annual Support And Maintenance Subtotal	\$35,798.00
Discount	(\$5,858.13)
<b>Total Annual Support And Maintenance</b>	<b>\$29,939.87 USD</b>





## Cost Breakdown

Category	One-Time Fees	Annual Fees
SETUP / INTERFACE	\$28,265.00	—
SUPPORT and MAINTENANCE	—	\$30,998.00
Addon Modules / WEB	\$4,800.00	\$4,800.00
Service / Data	\$20,000.00	—
Training	\$15,950.00	—
LICENSE	\$83,725.00	—
Discount	(\$22,827.13)	(\$5,858.13)
<b>Total</b>	<b>\$129,912.87 USD</b>	<b>\$29,939.87 USD</b>



- One-time fees are billed as per schedule in statement of work.
- All annual support and maintenance fees are billed beginning in year one as per schedule in statement of work.
- 3% annual increase for recurring fees after the initial term is completed
- Cancellation of service prior to term expiration will result in an early termination fee equal to 85% of the recurring fees for the remaining term period.
- Hourly database backups (secure, offsite location) will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency.
- Complete database recovery backups are available for 14 (fourteen) days.

### **Legacy Data Preparation and Cleanup**

FASTER Asset Solutions always recommends that customers confirm that all legacy system data is current, accurate, and in good order. Data maintained in good order from previous systems will not typically require any corrections and can be imported effectively and efficiently into the FASTER Web product without issue. In the event that there are legacy data issues that require correction by the customer, FASTER Web consultants will support those efforts for our customers by providing guidance and advice.