

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
TT FASTER, LLC DBA FASTER ASSET SOLUTIONS**

This Linking Agreement (“Agreement”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the City of Glendale, an Arizona municipal corporation (“City”), and TT Faster, LLC dba Faster Asset Solutions, a Delaware limited liability company, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

**RECITALS**

- A. On January 6, 2023, TT Faster, LLC dba Faster Asset Solutions, a member of the National Purchasing Partners Government (NPPGov) Cooperative Purchasing Program, entered into a contract with Contractor to purchase the goods and services described in Government Vehicles & Transportation Contract No. PS22040 (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement.
  - A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from its effective date, which was January 6, 2023, until the date the contract terminates on January 6, 2026, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond January 6, 2029. The initial period of this Agreement is the period from the Effective Date of this Agreement until January 6, 2026.
  - B. The City may extend the term of this Agreement for three (3) one-year periods if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend at least 30 days prior to the anniversary of the Effective

Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed six hundred twenty-three thousand thirty-three dollars (\$623,033) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Craig Croner, Deputy Director  
6210 W. Myrtle Avenue, #111  
Glendale, AZ 85301

and

TT Faster, LLC dba Faster Asset Solutions  
c/o Chase Cloyd  
760 Lynnhaven Pkwy, Suite 203  
Virginia Beach, VA 23452

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona  
municipal corporation

By: \_\_\_\_\_

Kevin R. Phelps  
City Manager

"Contractor"

TT Faster, LLC dba Faster Asset Solutions,  
a Delaware limited liability company

By: 

Name: Mitch Skyer  
Title: President

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
TT FASTER, LLC DBA FASTER ASSET SOLUTIONS**

**EXHIBIT A  
NATIONAL PURCHASING PARTNERS GOVERNMENT (NPPG)  
CONTRACT NO PS22040  
GOVERNMENT VEHICLES & TRANSPORTATION**

## Company Information

FASTER is the largest provider of fleet management information systems (FMIS) to Municipal Governments in North America. FASTER has been in business since 1982 and provides FMIS systems to cities, counties, states, universities, airports, transit, public utilities, and private companies. FASTER Web is a cradle-to-grave fleet management system providing management of assets, fuel, parts/inventory, work orders / preventative maintenance, and technicians. Plus, accounting for all of it.

## Products on Contract

- FASTER Web Fleet Management Platform - Core Software System
- FASTER Web Fuel Integration Add On
- FASTER Web Barcode Integration Add On
- FASTER Web Asset Meter Import Add On
- FASTER Web Motor Pool - Rental and Reservations Systems

## Pricing Details

Members receive discounted pricing on these products. For pricing and product details, log in to [nppgov.com](http://nppgov.com).

## Contract Details

- Log into [nppgov.com](http://nppgov.com)
- Forms, legal documentation, price lists and other information can be found on the vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order



Lead Public Agency:  
League of Oregon Cities  
RFP #2210

### CONTRACT TERM

Contract Number: PS22040  
Effective Date: 01/06/23  
Initial expiration: 01/06/26  
Possible extensions through: 01/06/29

## NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

### Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
TT FASTER, LLC DBA FASTER ASSET SOLUTIONS**

**EXHIBIT B  
Scope of Work**

With this Agreement, the City is authorizing the purchase and implementation of a Faster Asset web based Fleet Management Software and database management, per Quote #2718 v3.

## **Intergovernmental Cooperative Purchasing Agreement**

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

**ARTICLE 2: APPLICABLE LAWS**

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

**ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT**

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

**ARTICLE 4: PAYMENT OBLIGATIONS**

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

**ARTICLE 5: COMMENCEMENT DATE**

This Agreement shall take effect after execution of the “Lead Contracting Agency Endorsement and Authorization” or “Participating Agency Endorsement and Authorization,” as applicable.

**ARTICLE 6: TERMINATION OF AGREEMENT**

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “Lead Contracting Agency”

**ARTICLE 7: ENTIRE AGREEMENT**

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 8: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.


**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.**

**LEAGUE OF OREGON CITIES  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the League of Oregon Cities (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:  
  
BY: \_\_\_\_\_  
88C546F8869143E...

Date: 3/26/2020

ITS:

**League of Oregon Cities Contact Information:**

Contact Person: Mike Culley  
Address: 1201 Court St NE #200, Salem, OR 97301  
Telephone No.: 503-588-6550  
Email: [mculley@orcities.org](mailto:mculley@orcities.org)

**PARTICIPATING AGENCY  
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of \_\_\_\_\_ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of \_\_\_\_\_ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

\_\_\_\_\_  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

Date: \_\_\_\_\_

**Participating Agency Contact Information:**

Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email: \_\_\_\_\_

**LEAGUE OF OREGON CITIES**

**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and TT FASTER LLC, dba FASTER ASSET SOLUTIONS ("Vendor").

**RECITALS**

WHEREAS, the Vendor is in the business of selling Fleet Management Information System ("FMIS") software, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain software products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Government Vehicles & Transportation the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2210 for Government Vehicles & Transportation; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

**ARTICLE 1 – CERTAIN DEFINITIONS**

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2210 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

## **ARTICLE 2 – AGREEMENT TO SELL**

2.1 Vendor hereby agrees to sell to Purchaser such Software Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Software Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its

sole discretion, Products and Services that are similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA22040, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

### **ARTICLE 3 – TERM AND TERMINATION**

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its material obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

#### **ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY**

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

#### **ARTICLE 5 – INSURANCE**

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS

**REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.**

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

**ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS**

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 **LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

#### **ARTICLE 7 – WARRANTIES**

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

#### **ARTICLE 8 - INSPECTION AND REJECTION**

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

#### **ARTICLE 9 – SUBSTITUTIONS**

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

#### **ARTICLE 10 - COMPLIANCE WITH LAWS**

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

### **ARTICLE 11 – PUBLICITY / CONFIDENTIALITY**

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

### **ARTICLE 12 - RIGHT TO AUDIT**

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

### **ARTICLE 13 - REMEDIES**

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

### **ARTICLE 14 - RELATIONSHIP OF PARTIES**

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

### **ARTICLE 15 - NOTICES**

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES  
1201 Court St. NE  
Suite 200

Salem OR 97301  
ATTN: Kevin Toon  
Email: rfp@ORCities.org

If to Vendor:

FASTER ASSET SOLUTIONS  
760 Lynnhaven Pkwy  
Ste 203  
Virginia Beach VA 23452  
ATTN: Michael Brawley  
Email: contracts@fasterasset.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

#### **ARTICLE 16 - FORCE MAJEURE**

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, pandemics, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

#### **ARTICLE 17 - WAIVER**

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

#### **ARTICLE 18 - PARTIES BOUND; ASSIGNMENT**

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

#### **ARTICLE 19 - SEVERABILITY**

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render

unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

#### **ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT**

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

#### **ARTICLE 21 - HEADINGS**

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

#### **ARTICLE 22 - MODIFICATIONS**

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

#### **ARTICLE 23 - GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

**ARTICLE 24 - COUNTERPARTS**

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

**PURCHASER:**

DocuSigned by:  
Signature: *Patty Mulvihull*  
A419AFD929F7240E...

Printed Name: Patty Mulvihull

Title: Executive Director  
**LEAGUE OF OREGON CITIES**

Dated: January 6, 2023 | 7:22 AM PST

**VENDOR:**

DocuSigned by:  
Signature: *Mitchel Skyer*  
2CCAC946618A47A...

Printed Name: Mitchel Skyer

Title: President  
**TT FASTER LLC**

Dated: January 4, 2023 | 12:10 PM PST

**ATTACHMENT A****to Master Price Agreement by and between VENDOR and PURCHASER.****PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

PUBLIC SAFETY VEHICLES, SUPPLIES, & SERVICES	
Product Category	Percentage (%) off List Price* ( <i>OR</i> fixed price if % off pricing is not available)
EMERGENCY VEHICLES	
RELATED ACCESSORIES & EQUIPMENT	12.5%
SERVICE, MAINTENANCE, AND REPAIR	
OTHER	

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

**ATTACHMENT B**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**ADDITIONAL SELLER WARRANTIES**

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

**ATTACHMENT C**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**PARTICIPATING AGENCIES**

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, [www.nppgov.com](http://www.nppgov.com). The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

**ATTACHMENT D**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**Vendor's Proposal**

**(The Vendor's Proposal is not attached hereto.)**

**(The Vendor's Proposal is incorporated by reference herein.)**

**ATTACHMENT E**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**Purchaser's Request for Proposal**

**(The Purchaser's Request for Proposal is not attached hereto.)**

**(The Purchaser's Request for Proposal is incorporated by reference herein.)**

**ATTACHMENT F**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

## GENERAL AGREEMENT

TT *FASTER* LLC, dba *FASTER* Asset Solutions, hereinafter referred to as "*FASTER*," and XXXXXX, hereinafter referred to as "Customer," agree to the following terms and conditions as detailed in the attached schedules (collectively, the "Agreement"). More specifically, Schedule A includes a detailed Statement of Work ("*SOW*"), associated pricing and payment terms.

### 1. Project Scope – Commercial-Off-The-Shelf and Custom Deliverables:

#### a. Definition of a Commercial-Off-The-Shelf (COTS) System:

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 licensed 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. As *FASTER* Web is a COTS system, the underlying software consists of standardized programs (i.e., pre-built). As such, this Agreement takes precedent over any other agreement between *FASTER* and Customer.

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 Customer's single environment that serves as the Customer's test environment during the implementation and will become the production environment upon Go-Live. This permits the Customer to perform whatever tests it deems necessary in the later environment to which it will have access. The Customer having one environment through the life of the implementation that will be promoted to production is a critical aspect of quality control that is a distinctly important part of the *FASTER* COTS implementation process. Any deviation from this may lead to additional cost. This process also reduces Customer IT expenses.

While custom work product (if any) is built to specific customer-identified specifications, the nature of COTS software requires that *FASTER* will not provide custom modification, code changes or database structure changes to any COTS software since this could adversely affect other customers. *FASTER* does enhance the COTS software as part of its normal life cycle based on customer input from its more than 370 customers, market research and on-staff fleet professionals.

#### b. Integrations & Business Intelligence Work Approvals & Testing:

This work represents integrations and business intelligence for which the Customer has provided specifications. The following process will be followed to ensure that reliable work is delivered as part of the implementation:

If the Customer has opted in the *SOW* to use an existing document or file (such as an existing report) as a template for the work to be done, in order to avoid the cost and time involved in the creation of written requirements, there will not be a requirement approval process outside of what is documented in the *SOW*.

Or if the *SOW* calls for requirements to be documented during the implementation: After the Customer provides the following documentation, *FASTER* will create an extensive Requirements Document for the Customer to

approve. This document will enable the Customer to have certainty about what it requires for a successful customization.

Documents to be provided by Customer:

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

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

The Customer may choose to do whatever testing it deems necessary on the custom work during the implementation in the Customer's implementation environment (more below related to environments). Those testing costs will be borne by the Customer and administered by the Customer. *FASTER* will provide to the Customer any and all of the test cases which *FASTER* has already performed during its testing free of charge to use at the Customer'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 Customer or *FASTER* to do test plan approvals, requirements documentation approvals, gap analysis or gap analysis approvals.

The Customer may choose to do whatever testing it deems necessary on the COTS software components during the implementation in the Customer's implementation environment (more below related to environments). Those testing costs will be borne by the Customer and administered by the Customer. *FASTER* will provide to the Customer 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 Customer's expense.

d. Data Conversion Testing:

If noted in Schedule A, *FASTER* will perform data conversion services: If data conversion services are provided, *FASTER* will perform data validation testing that validates the accuracy of the data *FASTER* loads into the Customer's *FASTER* Web database against the data provided by the Customer and confirms the Customer's data in the *FASTER* Web database meets the business rules of *FASTER*. Once *FASTER* has completed data validation

testing internally, *FASTER* will provide the Customer a Soft Go-Live copy of the database that contains the data testing internally, *FASTER* will provide the Customer a Soft Go-Live copy of the database that contains the data *FASTER* loaded. The Customer can then perform whatever due diligence it deems necessary to validate this data in the Customer's implementation environment. If the Customer chooses it can redundantly perform some or all of the same Data Validation tests cases *FASTER* performed. *FASTER* will provide data validation test cases for the Customer to use free of charge. All Customer data testing will be performed by the Customer at the Customer's expense. Any data defects the Customer finds and reports during its implementation testing that is found to be the result of *FASTER*'s work 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 Customer 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 Customer 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 Customer 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 Customer 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, occupational, 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 Customer will obtain and pursue such certificate, document or proceeding.

## 4. Proprietary Rights of *FASTER*

- a. Nature of Rights and Title: Customer recognizes that all computer programs, system documentation, and other materials supplied by *FASTER* to Customer are subject to the proprietary rights of *FASTER*. Customer 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.

Title: *FASTER* retains title to and all intellectual property rights to all programs, documentation, information or data furnished by *FASTER*. Customer retains rights to the asset data related to its property which is housed within the MSSQL database. Other aspects of that MSSQL database, such as database structure and database objects remain the confidential property of *FASTER*.

Customer 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 Customer, voluntary or involuntary, purporting to create a claim, lien, or encumbrance on such an item shall be void.

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

- i. **Competitive Uses:** Customer 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 to any third party, but this clause shall not be construed to prohibit Customer from acquiring, for its own use, software from third parties. Customer 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 electronic version of the programs, databases, documentation, or information furnished by *FASTER*.
  - 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). Customer may copy for its own use, and at its own expense, documentation and any other materials provided by *FASTER*.
  - 3. Modify or permit others to modify the system's database structure. Any such modifications may void *FASTER's* warranties and *FASTER's* obligation to provide Software Upgrades and Support pursuant to Schedule B.
- ii. **Demonstrations.** Due to the proprietary nature of *FASTER's* Fleet Management System, Customer agrees not to demonstrate or show this system to any competitors, or consultants that work with competitors, of *FASTER*.

c. **Transfer/Expansion of Rights**

The Customer's rights to use the programs, documentation, and other materials supplied by *FASTER* under this Agreement shall not 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 *FASTER*, which shall not be unreasonably withheld.

d. **Remedies**

If Customer 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 Customer agrees that this Agreement binds the named Customer 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 Customer may enter a joint venture or other cooperative enterprise. The term employee means individual on whose behalf the Customer 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

Customer agrees that *FASTER's* liability to Customer 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.

## 7. Confidential Information

**"Confidential Information"** means the Services, any software provided by *FASTER* to Customer under this Agreement, the logon identifiers and passwords provided to Customer and its Authorized Users, materials marked confidential by Customer 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, Customer'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 Customer, to terminate this Agreement if: (a) Customer fails to pay *FASTER* any amount due hereunder and such failure to pay is not cured within 30 days following *FASTER's* notice to Customer of such breach; (b) Customer materially breaches any term or condition of this Agreement, provided such breach is not cured by Customer within 30 days following *FASTER's* notice to Customer of such breach; or (c) Customer (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 Customer

Customer 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. Agreement Modifications

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

### b. 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.

### c. 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.

### d. Severability

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.

### e. 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.

### f. Limitation Period (3 years)

No action, regardless of form, arising out of this Agreement may be brought by either party more than three (3) years after the cause of action has arisen, or, in the case of non-payment, more than three (3) years from the date of the last payment.

### g. 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 Customer will not necessarily apply to other customers. Customer does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

h. Governing Law

This Agreement will be governed by the laws of the State of Virginia. The Customer acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, the Customer 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.

**AGREED TO:**

(Customer name):	TT <i>FASTER</i> LLC DBA <i>FASTER</i> Asset Solutions:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

**Certificate Of Completion**

Envelope Id: A61D3FBCD3F74CE99B87BA146A3C9D3E	Status: Completed
Subject: Complete with DocuSign: MPA 2210 LOC and Faster FINAL.pdf	
Source Envelope:	
Document Pages: 23	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Marshall Stiles
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	17930 International Boulevard
	Suite 900
	SeaTac, WA 98188
	marshall.stiles@mynpp.com
	IP Address: 66.212.64.166

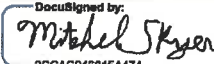
**Record Tracking**

Status: Original	Holder: Marshall Stiles	Location: DocuSign
1/4/2023 11:04:36 AM	marshall.stiles@mynpp.com	

**Signer Events**

Mitchel Skyer  
 Mitch.S@FasterAsset.com  
 President  
 FASTER Asset  
 Security Level: Email, Account Authentication (None)

**Signature**

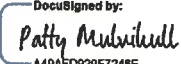
DocuSigned by:  
  
 2CCAC949815A47A...  
 Signature Adoption: Drawn on Device  
 Using IP Address: 99.99.42.5

**Timestamp**

Sent: 1/4/2023 11:07:56 AM  
 Viewed: 1/4/2023 12:03:27 PM  
 Signed: 1/4/2023 12:10:26 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/4/2023 12:00:57 PM  
 ID: 0a6bd920-893d-45d5-b267-05c53573b074

Patty Mulvihill  
 pmulvihill@orcities.org  
 Executive Director  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 A49AFD929F7248E...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 65.152.168.162

Sent: 1/5/2023 11:15:34 AM  
 Viewed: 1/6/2023 7:22:15 AM  
 Signed: 1/6/2023 7:22:25 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/6/2023 7:22:15 AM  
 ID: a3cdf8c1-bb27-4764-bdd8-d9c1383e3c1b

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

Marshall Stiles  
 marshall.stiles@mynpp.com  
 Contract Administrator  
 NPP & NPPGov  
 Security Level: Email, Account Authentication (None)



Sent: 1/4/2023 12:10:28 PM  
 Viewed: 1/5/2023 11:15:33 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Using IP Address: 4.79.109.94

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	1/4/2023 11:07:57 AM
Certified Delivered	Security Checked	1/6/2023 7:22:15 AM
Signing Complete	Security Checked	1/6/2023 7:22:25 AM
Completed	Security Checked	1/6/2023 7:22:25 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact National Purchasing Partners:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [marshall.stiles@mynpp.com](mailto:marshall.stiles@mynpp.com)

#### **To advise National Purchasing Partners of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bruce.busch@mynpp.com](mailto:bruce.busch@mynpp.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from National Purchasing Partners**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [marshall.stiles@mynpp.com](mailto:marshall.stiles@mynpp.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with National Purchasing Partners**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [marshall.stiles@mynpp.com](mailto:marshall.stiles@mynpp.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
TT FASTER, LLC DBA FASTER ASSET SOLUTIONS**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

Contractor will be paid within 30 days of submission of its invoices to City at the rates attached hereto.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$623,033 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

Compensation is being paid to purchase Fleet Management Software, and to include Annual Fees, for a not to exceed amount of \$623,033 for the entire term of the Agreement. This not-to-exceed amount includes funding for applicable sales taxes and a 15% contingency of \$81,265, which may only be utilized with the signed written approval by the City.



# SOLUTION PROPOSAL

**FLEET MANAGEMENT SOFTWARE**

**FASTER**

**Craig Croner**

**City of Glendale, AZ**

**Quote #: 2718 v3**

**Quote Date: Sep 24, 2024**

**Quote Expires: Nov 30, 2024**



## FASTER Asset Solutions Quote and Proposal



Craig Croner

Fleet Superintendent

City of Glendale, AZ

FASTER Asset Solutions is pleased to submit our proposal, City of Glendale, AZ, New Sale NPPGov PS22040 - M-5720643.

FASTER has been in business since 1982 and provides Fleet Management Information Solutions (FMIS) to cities, counties, states, universities, airports, transits, public utilities, and private companies. FASTER is the single largest FMIS provider to city and municipal fleets in North America.

FASTER is an Industry Leader for 3 key, strategic reasons:

**FASTER has the Most Experienced Staff in the Industry:**

Seventy percent of FASTER's technical staff have been with the company for more than 10 years. No other vendor fields the level of responsive, industry knowledgeable, technical support staff as FASTER. This provides more efficient implementations, superior 24/7-365 support, and ultimately better system utilization and ROI.

**FASTER Invests in the Long-Term:**

For more than 40 years FASTER has continuously improved FASTER solutions across three generations of technology. FASTER Web™ is latest, cloud-based Fleet Management Information Solution and includes the ability to integrate easily with other software through API technology. Additionally, FASTER issues multiple new updates each year that include new features and improvements across multiple aspects of the solution.

**FASTER is Product and Service Focused:**

Likely the most important distinction of FASTER is the strategy of continually reinvesting in FASTER products, solutions, and staff. This has created a justifiable reputation within the FASTER Client base, Strategic Partners and beyond that FASTER has industry leading software and the most responsive and knowledgeable support team in the asset management space.

Thank you for the opportunity to earn your business. If there is any additional information we can provide, or questions we can answer, please let us know.

Sincerely,

**Chase Cloyd**

**Enterprise Sales Manager**

Direct: (858) 395-4987

[FASTERasset.com](http://FASTERasset.com) | [LinkedIn](#) | [Facebook](#)

Chase Cloyd

[chase.cloyd@fasterasset.com](mailto:chase.cloyd@fasterasset.com)



Quote

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

T: 4023055850

Table with 2 columns: Field (Quote #, Date, Expires, Contact) and Value (2718 v3, Sep 24, 2024, Nov 30, 2024, Chase Cloyd)

Prepared for City of Glendale, AZ
Craig Croner
AZ
United States

T: 623-930-2621
E: ccroner@glendaleaz.com

ACCEPT QUOTE

City of Glendale, AZ, New Sale NPPGov PS22040 - M-5720643

FASTER Web Core

One-Time Fees

Table with 3 columns: Category, Item, Qty. Includes rows for LICENSE (FASTER WEB CORE LICENSE FEE) and SETUP / Hosting (Database Management & Setup).

Summary table with 2 columns: Description (One-Time Subtotal, Discount) and Amount (\$131,328.00, \$16,416.00)

Annual Fees



Category	Item	Qty
SUPPORT and MAINTENANCE	<b>FASTER WEB CORE ANNUAL SUPPORT &amp; MAINTENANCE</b> FASTER WEB Core annual support and maintenance fee per standard asset.  12.5% Item Discount (\$2,985.50)  FASTER (Code: 001A)	1400
SUPPORT and MAINTENANCE / Hosting	<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> <li>Includes 24x7x365 cloud database access.</li> </ul> 12.5% Item Discount (\$1,215.00)  FASTER (Code: DBMSANN)	1

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

Annual Support And Maintenance Subtotal	\$33,604.00
Discount	(\$4,200.50)

## FASTER Web Add-On Solutions

### One-Time Fees

Category	Item	Qty
Addon Modules / WEB	<b>Fuel Import - Single Vendor - Fuel Master</b> Single Vendor Fuel Import  This is a single vendor fuel import for a new FASTER Web customer. The import includes 1 (one) of the following options:  <ol style="list-style-type: none"> <li>Import a new fuel vendor fuel transaction file.</li> <li>Import a new fuel file from your existing vendor.</li> </ol> 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  12.5% Item Discount (\$695.25)  Faster Asset (Code: 300)	1
Addon Modules / WEB	<b>Single Vendor Site and Dispenser Add On - Fuel Master</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.  100% Item Discount (\$2,781.00)	1



Faster Asset (Code: 303)

<b>Addon Modules / WEB</b>	<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.	1
--------------------------------	---	---

12.5% Item Discount (\$1,390.50)

FASTER (Code: 207nc)

<b>Addon Modules / WEB</b>	<b>Authentication Provider Integration w/Auth0 for Enterprise Connections Setup</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.	1
--------------------------------	--	---

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.

Set up and Year 1 Annual Fee

12.5% Item Discount (\$648.00)

FASTER (Code: AuthEntSU)

<b>SUPPORT and MAINTENANCE / Add On</b>	<b>GeoTab API Integration Setup</b>  One time Setup for GeoTab API Integration.	1
---	---	---

12.5% Item Discount (\$600.00)

FASTER (Code: 320GEOann)

<b>Addon Modules / WEB</b>	<b>NAPA IBS Integration</b>  The ability to send parts requests from the FASTER Web Technician Workstation (TWS), enabling technicians to stay within their work area and reduce hand keying errors, (i.e., typos) Send Real-Time Part Requests by NAPA Part Number Send Real-Time Part Requests by Comment The ability to Cancel previous Part Request(s) sent to NAPA, directly from the FASTER Web TWS The ability to initiate the return of parts already received from NAPA, directly from the FASTER Web TWS Real-time Invoice Synchronization occurs in real-time allowing for quick turn-around on work orders without having to wait until someone keys in the information or an end-of-day upload, to see NAPA provided parts issued to their target Faster Web work orders under the correct FASTER Web RTY/Repair Code ID Real-time Inventory Synchronization allows for technicians within the FASTER Web Inventory, to see what NAPA standard part numbers have been previously used on a given asset in FASTER Web, (i.e., PMs) Direct Issuance of NAPA Tools & Equipment/Shop Supplies/Bulk Fluids to FASTER Web Purchase Orders, allows for accurate tracking of non-repair related NAPA purchases to be received directly within Faster Web for more accurate and complete purchase and receipt reconciliation	1
--------------------------------	--	---

12.5% Item Discount (\$1,802.50)

<b>One-Time Subtotal</b>	<b>\$43,871.00</b>
<b>Discount</b>	<b>(\$7,917.25)</b>

**Annual Fees**

Category	Item	Qty
----------	------	-----



SUPPORT and MAINTENANCE / Add On	<b>Fuel Import Single Vendor Support and Maintenance</b> Annual support and maintenance for fuel import  12.5% Item Discount (\$139.05)  FASTER (Code: 300ann)	1
SUPPORT and MAINTENANCE / Add On	<b>Single Vendor Site and Dispenser Support and Maintenance</b> Annual support and maintenance for site and dispenser  12.5% Item Discount (\$69.53)  FASTER (Code: 303ann)	1
SUPPORT and MAINTENANCE / Add On	<b>Dashboard Annual Support and Maintenance</b> 12.5% Item Discount (\$278.10)  FASTER (Code: 207ncann)	1
SUPPORT and MAINTENANCE / Add On	<b>Authentication Provider Integration w/Auth0 for Enterprise Connections Annual 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.  12.5% Item Discount (\$648.00)  FASTER (Code: AuthEnt)	1
Addon Modules / WEB	<b>GeoTab API Integration (Less than 1000 Assets)</b> The solution is designed to import asset meter readings, and alerts (DTC) into your FASTER Web system from GeoTab. <ul style="list-style-type: none"><li>• Meters can be viewed for historical purposes in the Asset Module under the Meters, Warranties tab.</li><li>• The most recent valid meter reading will update the Meters Actual reading throughout the system.</li><li>• Diagnostic trouble codes (DTC), fault codes or issues found as a result of inspection imported as alerts directly into FASTER Web.</li><li>• Asset Sync and setup in GeoTab</li></ul> 12.5% Item Discount (\$1,375.00)  Faster Asset (Code: 326GEO)	1
SUPPORT and MAINTENANCE / Add On	<b>NAPA IBS Integration Annual Maintenance and Support</b> NAPA IBS Integration Annual Maintenance and Support.  12.5% Item Discount (\$360.50)	1

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



Quote

Annual Support And Maintenance Subtotal	\$22,961.40
Discount	(\$2,870.18)

### FASTER Web Integration Add-Ons

#### One-Time Fees

Category	Item	Qty
Custom Development	<b>Custom Integrations - GeoTab Motor Pool</b> Custom integrations include both data imports and data exports. Specialized imports of Purchase Orders, Invoices, and Receipts.  12.5% Item Discount (\$1,937.50)  Code: CSTI	1
<b>One-Time Subtotal</b>		<b>\$15,500.00</b>
Discount		(\$1,937.50)

#### Annual Fees

Category	Item	Qty
Annual Fees	<b>Custom Integration/Report Support &amp; Maintenance</b> Custom Report Support & Maintenance.  12.5% Item Discount (\$620.00)  Code: CSTIann	1

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

Annual Support And Maintenance Subtotal	\$4,960.00
Discount	(\$620.00)

### FASTER Web Implementation

#### One-Time Fees

Category	Item	Qty
Professional Services / Data Conversion	<b>Core Data Conversion and Implementation</b> This package provides you with the tools to stage the following active records and for FASTER to convert these staged records into their FASTER Web Asset Management System:  <ul style="list-style-type: none"> <li>• Asset Master Records <ul style="list-style-type: none"> <li>◦ The Asset Master Record &amp; Asset Warranties</li> <li>◦ Last Preventive Maintenance (PM) and Last Scheduled Action (SA) performed against Asset</li> </ul> </li> </ul>	1



- Parts Item Master Records
  - The Part Item Master Record & Part Item Warranties
  - Part Item Unit Price, Markup, Shipping & Tax and Quantity in Stock
- Vendor Master Records
  - The Vendor Master Records & Vendor Purchase Orders
- Person Records
  - Person Record (for an Employee, User, Technician, Asset contact)
- An Asset's Monthly/Yearly Historical Costs (Separated by: Maintenance Costs, Repair Costs, Accident Costs, Capital Costs, Warranty Costs, Fuel Costs, Labor Costs, Parts Costs, Sublet Costs, Miscellaneous Costs, and Credit Costs)
- An Asset's Monthly/Yearly Amount of Fuel Consumed/Quantity Dispensed to Asset (up to 2 Fuel Types)

\*A comprehensive list of fields that can be staged and converted can be provided upon request.

This package does **not** include staging or conversion of active nor historical Work Orders, Issued Parts, or Fuel Transactions. Instead, this package includes the staging and conversion of an Asset's monthly and/or yearly historical costs and consumed fuel/dispensed fuel quantities that a client needs readily available to fully utilize reports and metrics in the new system. Any Active or Open transactions will need to be manually entered into FASTER Web after Go-Live.

Your data must be staged before it can be converted into FASTER Web. For this process, FASTER provides you with all the tools you will need to properly identify and map fields from your existing system, then stage your data in FASTER's Staging database that's converted to FASTER Web. You will need to obtain access to a data dictionary defining your current and legacy data/systems side, FASTER cannot provide this.

#### FASTER's Staging Data Tools:

- The FASTER Staging Database where you will stage your data into the appropriate fields.
- The FASTER Staging Data Dictionary detailing each of the fields that are required, conditionally required, and optional.
- The FASTER Staging Database Inspection tools and reports that you will run and check the staged data and ensure no errors exist.
- Mapping Options:
  - FASTER's MS Excel Data Mapping Sheets: Assets, Persons, Parts Inventory, Vendors. This requires you to use FASTER's specific data mapping sheet templates for staging data and loading into the utility. FASTER MS Excel Data Mapping Sheets DO NOT support Advanced Historical Data Conversion.
  - FASTER Staging Database: Insert data directly into a staging database using your SQL tools. This typically requires you to have database development skills with an understanding of your existing database schema. Converting Advance Historical Data requires the use of the FASTER Staging Database. If purchasing the optional Advanced Historical Data Conversion, you cannot use the FASTER MS Excel Data Mapping Sheets.

FASTER's Conversion of your Staged data: Once your data is staged and ready, FASTER converts the staging database over into the FASTER Web database structure and tests the converted data against the staging database.

The Core Data Conversion and Implementation is a required service for any new FASTER Web client.

12.5% Item Discount (\$3,000.00)



Manufacturer: FASTER

Professional Services / Data Conversion

**Advanced Historical Data Conversion & Testing** *Optional*

1

The Advanced Historical Data Conversion requires you to have SQL tools and database development skills with an understanding of your existing database schema. In addition to the Core Data Conversion this optional package allows you to convert the following records into your FASTER Web Asset Management System and require:

- Historical Work Orders & Direct Charge Transactions
  - Parts Issued on Work Order
  - Meter Offsets on Work Order
  - Labor & Sublets
- Historical Fuel Transactions (cost, quantity, fuel type, meter reading)

\* A comprehensive list of fields that can be staged and converted can be provided upon request.

This package does *not* include staging or conversion of active (open) Work Orders, Part Issues, Direct Charges, or Fuel Transactions. Any Active or Open transactions will need to be manually entered into FASTER Web after Go-Live.

Like the Core Data Conversion, FASTER provides you with tools you will need to properly identify and map fields from your existing system, then stage your data in FASTER's Staging database that's converted to FASTER Web. You will need to obtain access to a data dictionary defining your current and legacy data/systems side; FASTER cannot provide this.

**FASTER's Staging Data Tools:**

- FASTER Staging Database: Insert data directly into a staging database using your SQL tools. This requires you to have SQL tools and database development skills with an understanding of your existing database schema.
- The FASTER Staging Data Dictionary detailing each of the fields that are required, conditionally required, and optional.
- The FASTER Staging Database Inspection tools and reports that you will run and check the staged data and ensure no errors exist.

Once your data is staged and ready, FASTER converts the staging database over into the FASTER Web database structure and tests the converted data against the staging database.

The Advanced Historical Data Conversion service is an optional add on to the Core Data Conversion and Implementation service.

12.5% Item Discount (\$1,890.00)

Faster Asset (Code: 400ahs)

<b>One-Time Subtotal</b>	<b>\$39,120.00</b>
<b>Discount</b>	<b>(\$4,890.00)</b>

## FASTER Web Training

### One-Time Fees



Category	Item	Qty
Professional Services / Training	<b>Implementation Training</b> <ul style="list-style-type: none"> <li>Faster Web 101 Introduction</li> <li>Training Planning Meeting</li> <li>Pre-Go Live               <ul style="list-style-type: none"> <li>Six sessions totaling 8 hours of remote, live, instructor-led training focusing on a functional understanding of FASTER Web features to help prepare you for Go Live</li> </ul> </li> <li>Go Live               <ul style="list-style-type: none"> <li>Three days of onsite, live, instructor-led training</li> <li>Covers functions necessary in day-day fleet work</li> </ul> </li> <li>90 Days Post-Go Live               <ul style="list-style-type: none"> <li>Deployment 30 min weekly Status Consult for 1st 30 days</li> <li>Health Check 2-hr call 60 and 90 days from Go Live.</li> </ul> </li> <li>Ongoing through 1st Year               <ul style="list-style-type: none"> <li>Access to FASTER Resource Central</li> <li>Monthly public Q&amp;A and Seminar on specific topics</li> </ul> </li> </ul>	1
	12.5% Item Discount (\$2,153.25)	
	Faster Asset (Code: 512-SGL1)	

One-Time Subtotal	\$17,226.00
Discount	(\$2,153.25)

## Optional FASTER Web Add-Ons & Services

### One-Time Fees

Category	Item	Qty
Optional Add-Ons / Professional Services: Data Conversion	<input checked="" type="checkbox"/> <b>Data Extraction Assistance (Hourly)</b> <i>Optional</i> Optional service to provide customers with assistance extracting, mapping or populating the data. FASTER implementation specialists work with the Customer's Team to extract, map and populate the data from the current database to the MSSQL staging database. This service is proposed on an hourly basis and is typically recommended but is not required for implementation.	80
	12.5% Item Discount (\$1,944.00)	
	Faster Asset (Code: 403a)	

One-Time Subtotal	\$15,552.00
Discount	(\$1,944.00)

## Summary

Please contact us if you have any questions.



Quote

One-Time Subtotal	\$262,597.00
Discount	(\$35,258.00)
<b>Total One-Time</b>	<b>\$227,339.00 USD</b>
Annual Support And Maintenance Subtotal	\$61,525.40
Discount	(\$7,690.68)
<b>Total Annual Support And Maintenance</b>	<b>\$53,834.72 USD</b>

ACCEPT QUOTE

**Cost Breakdown**

Category	One-Time Fees	<del>Annual Fees</del>
LICENSE	\$119,448.00	—
SUPPORT and MAINTENANCE	—	\$23,884.00
SETUP / Hosting	\$11,880.00	—
SUPPORT and MAINTENANCE / Hosting	—	\$9,720.00
Addon Modules / WEB	\$39,071.00	\$11,000.00
SUPPORT and MAINTENANCE / Add On	\$4,800.00	\$11,961.40
Custom Development	\$15,500.00	—
Annual Fees	—	\$4,960.00
Professional Services / Data Conversion	\$39,120.00	—
Professional Services / Training	\$17,226.00	—
Optional Add-Ons / Professional Services: Data Conversion	\$15,552.00	—
Discount	(\$35,258.00)	(\$7,690.68)
<b>Total</b>	<b>\$227,339.00 USD</b>	<b>Annual / \$53,834.72 USD</b>

Annual / \$53,834.72 USD  
thru 2029

(+ tax)



- All sales subject to a [FASTER Asset MSA](#) or similar agreement.
- Standard agreement for recurring pricing model is 60 months.
- Cancellation of service prior to term expiration will result in an early termination fee equal to 25% of the recurring fees for the remaining term period.
- **PAYMENT TERMS:**

- One Time Fees:



- 30% Due at Purchase Confirmation
- 30% Due upon completion of kickoff call and environment established
  - Kick off call is completed with the client, software environment installation and setup, initial group of logins are delivered to client
- 20% Due at System Overview
  - Access to client resources for system operation provided, software use training session delivered.
- 20% Due at Delivery of Converted Data and GO LIVE of software package

---

***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.