



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM



Date: September 28, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Dee Ann Irby, Controller
Alex Bellak, Information Technology Director
Peter Hullinger, Fire Chief
Shawn Hugg, Deputy Fire Chief
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 7: Proprietary Maintenance Service Contract – PSTrax
Fire Department Software

History

- In 2021, the Fire Department entered into a contract with PSTrax by Station Automation. Prior to that time, the Fire Department tried and rejected other applications (Station Check & Halligan) that provide a similar, yet incomparable, option.
- PSTrax software provides a cloud based, weekly scheduled checklist, as well as an inventory and ticket management solution for all fire apparatus, equipment and facilities through a consolidated, user friendly platform.
- PSTrax by Station Automation of Littleton, CO is the developer of all of the software used and the sole provider that offers an a la carte module option as well as ongoing software maintenance and updates.
- The initial year of the contract was under the \$10,000 purchasing threshold, and offered a money back guarantee for the first year, with the ability to cancel the contract if it was unsatisfactory. The Fire Department is satisfied with the software's performance, and wants to continue with the remaining two years on the contract. There is also an option to renew for an additional three years afterwards.
- The Fire Department works directly with PSTrax by Station Automation, Inc for updates and software support.

Purchasing

It is in the best interest of the City to waive the bid process and continue to utilize the existing PSTrax by Station Automation, Inc the sole source provider of this software.

Financial

Funds are budgeted and available in the Fire Department operating budget, account number 101.336.343.7802.040.

Recommendation

City management, in the best interest of the City, recommends waiving the formal bidding procedures and requests authorization to award the proprietary software maintenance service contract to *Station Automation, Inc (BDA PSTrax) of Littleton, CO*. City management further requests approval of the



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

agreement, which has two additional years, with a three-year option to renew. Under this agreement, the annual cost of the software maintenance can increase by either 5% or the CPI, whichever is lower.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.



PStrax Pricing Proposal for City of Troy Fire Department

10/1/2021

City of Troy Fire Department
500 W. Big Beaver Rd., Troy, Michigan 48084

PStrax is the industry-leading operations checks system for first responder agencies. Please select the modules your agency would like to utilize below. Annual license fees can be pro-rated to sync with budget cycle. One-time implementation fees can be amortized/spread over a multiple-year term (see Section 2 and Section 3 on Page 2).

MODULE	DETAILS	ANNUAL LICENSE FEE <small>(includes software, hosting, support, training, ongoing changes)</small>	SELECTED MODULES
VEHICLE	18 Heavy Vehicles <small>(Includes 9 engine, 7 ladder, 1 rescue, 1 mobile command)</small> 3 Support Vehicles <small>(Includes 1 Fire Investigation, 1 brush, 1 other; Plus 12 Battalion vehicles free of charge)</small>	\$ 5150 Annual	<input checked="" type="checkbox"/>
SCBA	Based on agency with 7 Stations	\$ 1700 Annual	<input checked="" type="checkbox"/>
PPE	Based on agency with 7 Stations	\$ 1700 Annual	<input checked="" type="checkbox"/>
CRITICAL ASSET	Based on agency with 7 Stations	\$ 1400 Annual	<input checked="" type="checkbox"/>
ONE-MONTH FREE	September 1 – September 30, 2021 for expedited project kickoff	N/A	
TOTAL (ALL MODULES PRICED)		\$ 9950 Annual (USD)	

Module Descriptions

- Vehicle – Schedule and document vehicle inspections for engine, chasis and inventory checks.
- Station – Schedule and document checklists for building maintenance, safety inspections, chore schedules and basic supplies.
- SCBA – Track the full history and movement of SCBA equipment. Log inspections, expirations, repairs, hydro testing, and more.
- PPE – Track the full history and movement of PPE equipment. Log inspections, expirations, exposures, cleanings, repairs, and more.
- Critical Asset – Track the full history and movement of critical assets. Log inspections, expirations, testings, repairs, funding source, and more.
- Inventory
 - Fire Inventory – Track consumable fire and station supplies including quantities, PAR levels, usage, expirations, and lot numbers.
 - EMS Inventory – Track consumable EMS supplies including quantities, PAR levels, usage, expirations, and lot numbers.
- Controlled Substance – Track vial “handoffs”, usage, quantities, expirations, and lot numbers.



Agreement & Terms

This Agreement is made and entered into as of the mutually executed date by and between Station Automation, Inc. (DBA PSTrax) and City of Troy Fire Department ("CLIENT"). PSTrax and CLIENT are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

This is a legal Agreement. Please carefully read all terms and conditions before signing. Any changes to this Agreement must be mutually agreed to by the Parties prior to signing. Upon the Parties mutually executing this Agreement, Station Automation, Inc. (DBA PSTrax) and CLIENT hereby agree as follows:

1. **Licensed Modules:** This Agreement shall grant CLIENT a license to use the modules for as long as this Agreement remains in effect. The modules being licensed as part of this Agreement shall be the modules checked by CLIENT above in the pricing table.
2. **Initial Term:** The Initial Term of this Agreement shall be the number of years selected by CLIENT below. The Initial Term shall start upon mutual execution of this Agreement by the Parties.

☒ 3 Years ☐ 4 Years ☐ 5 Years ☐ 6 Years

3. **Implementation Fees:** Each module being licensed has an implementation fee associated with it. The implementation fees shall be paid according to the selection made selected by CLIENT below.

☐ Pay implementation fees in the first year.

☒ Amortize/spread the implementation fees into equal annual parts over the term of the Agreement.

☐ Other special instructions _____.

4. **365 Day Money Back Guarantee:** If CLIENT is not satisfied with the ROI savings or the performance of a specific module(s) after a period of 365 days from the module(s) purchase date, CLIENT may cancel the module(s) purchased, by providing 30 days notice to PSTrax, and be refunded 100% of the module(s) first year's annual license and set up fees paid to date.

To qualify, the PSTrax module(s) must be built and "implemented". By definition of "implemented", the system must be placed into the crew's daily operations and check procedures, and have tasks consistently logged in PSTrax for a minimum period of six (6) months. If this provision is executed, refunded monies shall be refunded by PSTrax within 90 days.

5. **Cancellation:** With the exception of Section 4 – 365 Day Money Back Guarantee, upon mutual execution of this Agreement by the Parties, CLIENT shall be committed to the entirety of the Initial Term as selected in Section 2 – Initial Term. If CLIENT does not wish to renew after the the Initial Term or a subsequent renewal term, it may cancel this Agreement by notifying PSTrax in writing, at least 30 days prior to the end of the term.
6. **Auto Renewal:** At the end of the Initial Term and each subsequent renewal term, if CLIENT has not notified PSTrax to cancel the Agreement, the Agreement shall automatically renew for a duration equal to the Initial Term as selected in Section 2 – Initial Term. The pricing terms shall remain the same, plus any annual increases as outlined below in Section 14 – Annual Increases.
7. **Changes to Pricing Terms:** Should a change to the pricing terms be necessary, PSTrax will notify CLIENT at least 90 days prior to end of the term. If, prior to the end of the term, the Parties fail to agree to the modified pricing terms, this Agreement shall not be renewed and shall terminate.



8. **Scope of Work:** PSTrax is responsible for the initial implementation and ongoing maintenance of any modules licensed as part of this Agreement. This includes the import and setup of all vehicle, equipment, and inventory inspections provided by CLIENT to PSTrax, as well as any ongoing adjustments to these inspections upon request.
9. **Change Requests:** Any additions or changes to the scope of work not included in the pricing may be subject to additional charges. The scope of work for each module is based on “active counts” which means no additional fees will be charged to setup and load a new item when it is replacing a retired item. The only time additional fees may apply is when new items are setup and loaded, but no items are retired. In the event of additional fees, new items will be subject to an annual license fee but not an implementation fee. Any additional fees shall first be approved by CLIENT.
10. **Adding Modules:** CLIENT may license additional modules at any time. If additional modules are added during the first year of the Initial Term, PSTrax will honor any previous pricing provided. New modules added can be prorated to sync up with existing modules on the anniversary renewal invoice so only one invoice would be issued (CLIENT preference).
11. **Setup & Implementation:** PSTrax shall assign a Project Manager to work with CLIENT during the implementation. The PSTrax Project Manager shall be responsible for organizing the documents provided by CLIENT, configuring the system to the requirements of CLIENT, and determining timelines to deliver the completed system back to CLIENT. It is the responsibility of CLIENT to provide the Project Manager all existing documentation for each inspection it wishes to include. CLIENT shall have the opportunity to review and approve the system prior to rollout.
12. **Ongoing Maintenance & Support:** All training, technical support, and adjustments to any modules licensed in this Agreement are included as part of the annual software license fee. No additional fees for support/service shall be charged during the term of this Agreement, unless the scope of work increases.
13. **Travel:** All implementations, trainings and rollouts are typically done through virtual meetings. Any travel that may be requested or required is excluded in the pricing provided, and shall be billed separately to CLIENT. Should travel be necessary, PSTrax shall have all travel requests approved in writing by CLIENT prior to purchasing.
14. **Annual Increases:** Annual software license fees may be subject to annual increases. Compared to the previous year's rate, annual increases shall not be more than five (5) percent or the Consumer Price Index published by the Bureau of Labor Statistics, whichever is lower.
15. **Billing Terms:** Payment terms for all invoices from PSTrax shall be Net-45 days. First year annual software license fees and one-time implementation fees shall be invoiced at the time this Agreement is mutually executed by the Parties. Each year thereafter, the annual software license fees, and any amortized one-time implementation fees, shall be invoiced at least 30 days prior to the anniversary date.
16. **Use of Name:** The Parties consent to the other Party using its name and logo in marketing materials for the purpose of identifying a business relationship with the other Party.
17. **User Licenses:** PSTrax does not charge a per-user license fee. CLIENT may add as many users as necessary in the system at no additional cost. Each user in the PSTrax system shall have a unique login and password and role-based security access for each module (Administrator or User). It is the responsibility of CLIENT to provide the PSTrax Project Manager with a list of its users and the security access levels each person needs to have.
18. **Compliance:** It is the responsibility of CLIENT to ensure that all checks and inspections provided to PSTrax comply with local and federal regulations, including but not limited to: NFPA guidelines, Department of Transportation (DOT) guidelines, manufacturer specifications, and the standard operating procedures (SOP) of the authority having jurisdiction (AHJ). **PSTrax is not responsible for ensuring that the inspections CLIENT provides adhere to local or federal regulations.**



19. **Data Storage & Protection:** All data input into PSTRax is owned by CLIENT under all circumstances. CLIENT may retrieve a copy of its data in digital format at any time during the term of this Agreement for no fee upon request. CLIENT may also retrieve a copy of its data for up to 36 months after the termination of this Agreement by contacting PSTRax. Additionally, CLIENT will continue to have access to the system for the purpose of viewing and downloading its data.
20. **Security & Service Interruption:** The PSTRax system is hosted by Rackspace Inc. – or a comparable top-tier hosting provider – and uses commercially reasonable measures to maintain the security and stability of the service. PSTRax assumes no responsibility for the effectiveness of these measures. Interruption of service is possible in any network. CLIENT hereby acknowledges and agrees that PSTRax and its service providers are NOT liable for any delays, outages, or interruptions of the service. Further, PSTRax shall not be liable for any delay or failure to perform its obligations under this Agreement, resulting from any occurrence beyond its reasonable control including, but not limited to, fire, flood, power outage, Internet outage, acts of God, mechanical, electrical, communications, or third-party supplier failure.
21. **Limitation of Liability:** Circumstances may arise in which CLIENT is entitled to recover damages from PSTRax. In such instance, the aggregate liability of PSTRax for damages shall be limited to the prorated portion of the annual software license fees paid to PSTRax by CLIENT for the three-month period immediately preceding the date on which such claim occurred.
22. **Intellectual Property:** Except for rights expressly granted under this Agreement, nothing in this Agreement will function to transfer any of either Party's Intellectual Property rights to the other Party, and Parties will retain exclusive interest in and ownership of its Intellectual Property developed before this Agreement or developed outside the scope of this Agreement.
23. **Confidential Information:** The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Except as required by law and public records requirements, Parties shall maintain confidentiality of all such confidential information and shall not disclose any confidential information to any third-parties unless it has obtained the written consent of the other Party.



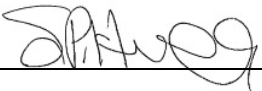
By signing below, CLIENT agrees to the pricing, terms and conditions of this Agreement and certifies that the signer is an authorized purchaser for CLIENT.

When complete, please send all pages of this Agreement to PSTrax by emailing to sales@pstrax.com or faxing to 303-972-3494.

City of Troy Fire Department

Station Automation, Inc. (DBA PSTrax)

Authorized Purchaser

Signature: 

Signature: 

Print Name: Shawn Hugg

Print Name: Scott Bergeron

Title: Lieutenant

Title: President

Email: shawn.hugg@troymi.gov

Email: scott@pstrax.com

Phone: 248-524-3422

Phone: 303-918-3169

Date: 09/14/2021

Date: 8/25/2021

Invoicing Information

Invoice Contact Name: Shawn Hugg

Invoice Contact Email: shawn.hugg@troymi.gov

Invoice Contact Phone: 248-524-3422

Invoice Mailing Address: 500 W Big Beaver
Troy, MI 48084