



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM



Date: July 11, 2022

To: Mark F. Miller, City Manager

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

Subject: Contract Amendment: Fire Service Online Training Management Software – Fire Department

History

In 2019, Troy City Council approved an ongoing contract for *Vector LMS*, *Target Solutions*, by *Vector Solutions of San Diego, CA*, for online training management software program for the Troy Fire Department at an estimated annual cost of \$17,000.00 (Resolution #2019-08-089-J-6). Over the past three years, this program has proven invaluable through the reduction of paper forms, and increasing the operational efficiency and training management of our firefighters by delivering department policy updates; tracking firefighter credentials; and generating comprehensive, detailed training reports for OSHA, MIOSHA and ISO compliance. This has resulted in the more accurate capture of Fire Department training hours and an increased compliance with departmental requirements, as well as state and federal mandates. This software platform is a comprehensive solution for training management, compliance, and reporting

In 2021, *Target Solutions LMS* began to offer *Evaluations+*, an additional module to their al a carte product offering. Using this module, evaluators can record an individual's performance through the creation of custom skill sheets, get a comprehensive picture of all employee competencies, identify trends, address areas for improvement, and/or determine readiness for career growth. Through integration with *Target Solutions LMS*, the *Evaluations+* module adds skill sheets to established Credentials, allowing personnel to track progress in fulfilling task books – incorporating all relevant online training, activities, and skill demonstrations.

In addition to the incorporation of the *Evaluations+* module, due to growing operational costs nationwide, we have experienced an increasing cost per user fee for the base *Target Solutions LMS* program. The cost per user fee is based on an annual 3% increase as established by the vendor.



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Purchasing

- The *Target Solutions LMS* online training management software program continues to meet all expectations providing a reliable and valuable software system for the Troy Fire Department.
- Expanding the contract to include the *Evaluations +* module and increasing the number of users will allow for growth in the department as well as added levels of performance and tracking resources essential to the functions of the Fire Department.
- In the best interest of the City, it is recommended to amend the current contract with sole source provider, *Vector Solutions of San Diego, CA* to increase the user quantity for the *Vector LMS, Target Solutions Premier Membership* and to include the *Evaluations+* module.
- Pricing for the additional services has been provided by Vector Solutions as detailed in the attached amended agreement proposal.

Financial

Funds are budgeted and available annually in the Fire Department Contractual Services Computer Maintenance Account Number 101.336.343.7802.040.

Recommendation

In the best interest of the City, City Management recommends amending the current ongoing contract with sole source provider, *Vector Solutions of San Diego, CA*, for the *Vector LMS Target Solutions* online training management software, and *Evaluations+* skill assessment module for the Fire Department for an estimated yearly amount of \$24,000.00 plus an annual 3% per user fee increase.

Legal Review

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

Schedule A – Additional Services

This Contract Revision Form supplements and amends Schedule A to the Client Agreement signed on 2018-08-01 between the Vector Solutions entity and the Client named below as of the Effective Date. (Contract Revision Order No. 1 Effective Date)

Date: Monday, April 18, 2022

Client Information

Client Name: Troy Fire Department (MI)	
Address: 500 West Big Beaver Road Troy, MI 48084	
Primary Contact Name: Shawn Hugg	Primary Contact Phone: 248-321-9447

Amendment Effective Date

Start Date: 07/01/2022

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Shawn Hugg			
Billing Address: 500 West Big Beaver Road Troy, Michigan 48084		Billing Phone: 248-524-3422	
Billing Email: shawn.hugg@troymi.gov	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Fee(s) – Effective 07/01/2022

Product Code	Product Name	Former Product Name	Description	Existing Qty	Additional Qty	Total Qty	Prorated Price – Additional Qty	Prorated Sub Total
TSMINTFEES	Vector LMS, TargetSolution s Edition - Maintenance Fee	Formerly Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	0	1	\$395.00	\$395.00

TSPREMIER	Vector LMS, TargetSolution s Edition Premier Membership	Formerly TargetSolutions Premier Membership Platform	Training management for public entities and professionals	164	28	192	\$97.25	\$18,672.00
TSEVAL	Vector Evaluations+		Vector Evaluations+ for web and mobile		192	192	\$25.00	\$4,800.00

Grand Total: \$23,867.00

Annual Fee(s) for – Renewal Contract Start Date 07/01/2023

Product Code	Product Name	Former Product Name	Description	Qty	Annual Price	Annual Sub Total
TsMAINTFEES	Vector LMS, TargetSolutions Edition - Maintenance Fee	Formerly Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	\$395.00	\$395.00
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Formerly TargetSolutions Premier Membership Platform	Training management for public entities and professionals	192	\$100.17	\$19,232.64
TSEVAL	Vector Evaluations+		Vector Evaluations+ for web and mobile	192	\$25.75	\$4,944.00

Grand Total: \$24,571.64

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Target Solutions Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Troy Fire Department (MI)
500 West Big Beaver Road
Troy, MI 48084

By: _____

By: _____

Printed Name: Brandi Howe

Printed Name:

Title: Senior Director of Renewal Management

Title:

Date: _____

Date: _____



SCHEDULE A

CONFIDENTIAL**TargetSolutions**

10805 RANCHO BERNARDO ROAD, SUITE 200
 SAN DIEGO, CA 92127-5703
 877-944-6372 - TOLL FREE
 858-592-6880 - DIRECT / 858-487-8762 - FAX

TS Sales Contact: David Farrar**Email:** david.farrar@targetsolutions.com**Phone:** 773-294-7215**DATE of SUBMISSION**

7/10/2018

LICENSE TERMS: 19 months**Proposal To:****Shawn Hugg** | Fire Inspector | Research & Technology

Troy Fire Department |

[500 W. Big Beaver, Troy, MI 48084](#) | Office: 248-524-3422 | Mobile: 248-321-9447**TargetSolutions Online Training Platform License** Customized Website, Administration Tools, and Applications

DESCRIPTION	UNIT PRICE PER USER	QUANTITY (# of Users)	TOTAL
Career Tracking Platform - 12/1/18-6/30/19 (prorated term portion)	51.91	169	8772.79
Career Tracking Platform - 7/1/19-6/30/20	please see notes for costs of per user per year during this 12 month term		
Full TargetSolutions platform capabilities/applications PLUS course library of HR & Employment Practices, OSHA & Compliance, Driving Safety, Office Skills, EVO & EMS Recertification course bundles	included/ unlimited use		
Annual Maintenance Fee (prorated amount from 12/1/18-6/30/19) Note: Maintenance Fee is billed annually each year at \$395			\$ 230.41
Optional Products and/or services:			\$ -
One Time Set Up Fee (Discounted: see Notes)	\$ -		\$0
	TOTAL DUE FOR PRORATED PORTION (INCLUDES 169 PRORATED USERS, ANNUAL MAINTENANCE FEE PRORATED)		\$9,003.20

Notes: One time set up fee of \$1500 waived if proposal is signed by 10/31/17.

User costs per user year starting 7/1/19-6/30/20 term is \$89/user/year. Proposal may be signed on 9/1/18 or later to use time from 9/1/18-12/1/18 as "pilot site" time. Targetsolutions will build site and provide access to Troy FD to use platform for their FD once proposal is signed on or after 9/1/18. **08/01/2018**

By signing the Client agreement, you are 1) agreeing to the pricing and terms presented in this proposal; 2) agreeing you have read and accept the Client Agreement and License terms and; 3) agreeing you have read the TargetSolutions Platform System Requirements and Platform Solution Description documents listed in detail at the following url:

<http://www.targetsolutions.com/clients/client-resources/>

TargetSolutions, Inc. business proposal pricing is good for 30 days from Date of Submission listed above.



Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC. ("TSL"), a Delaware limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services. TSL shall provide the following services:

1.1. Access. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").

1.2. Availability. TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. Client's Obligations.

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. Fees and Payments.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 3% per year both during the term of this Agreement, as well as for any renewal terms.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net 30 days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. Intellectual Property Rights. 4.1. Client acknowledges that TSL alone (and its licensors,

where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.3. Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the Community Resources section of TSL's website with TSL's 3rd party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. Term.

The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration of the Initial or any Renewal Term, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR

OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Miscellaneous.

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.2. Indemnification. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4. Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

TargetSolutions Learning, LLC

Client Name: **Troy Fire Department**


Address: **500 W. Big Beaver Troy, MI. 48084**

By: _____

Printed Name: _____

Title: _____

Date: _____

By:  _____

Printed Name: Shawn Hugg

Title: Troy Fire Department

Date: 08.01.2018

Schedule A

(Attached)