

City of Fayetteville Staff Review Form

2019-0258

Legistar File ID

5/7/2019

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

4/17/2019

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends Council approval and the Mayor's signature for a Client Agreement between Target Solutions Learning, LLC. and the City of Fayetteville Fire Department through the NPPGov national cooperative procurement organization Member #M-5692423, Contract #PS17002 in the initial amount of \$10,986.00. This agreement and the associated software maintenance costs shall remain in effect for a period of three years from 2019 to 2022.

Budget Impact:

1010.300.3020-5416.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 44,135.00

Funds Obligated \$ 30,217.29

Current Balance \$ 13,917.71

Does item have a cost? Yes

Item Cost \$ 10,986.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 2,931.71

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF MAY 7, 2019

TO: Mayor and City Council

FROM: David Dayringer, Fire Chief

DATE: April 17, 2019

SUBJECT: Approval of a Client Agreement between Target Solutions Learning, LLC. and the City of Fayetteville Fire Department through the NPPGov national cooperative procurement organization

RECOMMENDATION:

Staff recommends Council approval and the Mayor's signature for a Client Agreement between Target Solutions Learning, LLC. and the City of Fayetteville Fire Department through the NPPGov national cooperative procurement organization Member #M-5692423, Contract #PS17002 in the initial amount of \$10,986.00. This agreement and the associated software maintenance costs shall remain in effect for a period of three years from 2019 to 2022.

BACKGROUND:

The Fire Department is looking for a software platform system that can help provide curriculum courses and track continuing education units for EMS recertification. In addition to this, the software platform will assist with hazmat training and fire department certification records.

DISCUSSION:

Target Solutions' online training and operations management system features exclusive fire department software applications which include training courses. The integrated web-based platform will allow for efficient record keeping of training recertifications and aid our training division in providing the necessary EMS continuing education. Target Solutions' platform has unique applications for managing fire department training, recordkeeping, and compliance tasks. Target Solutions is the Sole Source provider for these fire department specific software needs.

BUDGET/STAFF IMPACT:

According to the Schedule A in the Client Agreement, the initial cost is \$10,986.00. This cost will increase by 3% per year during the term of this 3-year agreement (2019-2022). The yearly subscription fee will be included in the subsequent Budget and Work Program submissions in the coming years to allow adequate funding for this software maintenance.

Attachments:

Target Solutions' Client Agreement, Target Solutions' Documentation



Schedule A

By signing the Client Agreement, you are 1) agreeing to the pricing and terms presented in the Agreement; 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:

<https://targetsolutions.com/clients/client-resources/>

Date: 03-18-2019

Pricing Valid for 30 days.

Client Information

Client Name: Fayetteville Fire Dept (AR)	
Address: 303 West Center Street Fayetteville, Arkansas 72701	
Primary Contact Name: Mauro Campos BC	Primary Contact Phone: (479) 575-8365

Terms

Effective Date: 05.31.2019	Initial Term (months): 36
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Mauro Campos BC			
Billing Address: 303 West Center Street Fayetteville, Arkansas 72701		Billing Phone: (479) 575-8365	
Billing Email: mcampos@fayetteville-ar.gov	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Online Training Platform License

Product	Description	Quantity (# of Users)	Unit Price Per User	Total
TargetSolutions Maintenance Fee	TS Annual Maintenance Fee	1	\$395.00	\$395.00
TargetSolutions *Site Set up and Admin Training	TS Installation – One time fee	1	\$1,500.00	\$0.00
TargetSolutions Premier Membership Platform	TS Premier	119	\$89.00	\$10,591.00
Total:				\$10,986.00

Grand Total (including Implementation & Training):

\$10,986.00

- *Site Set up will begin as soon as Client Agreement is signed and returned.
- Please note that this is not an invoice and taxes are excluded. An invoice will be sent within fourteen (14) business days of your Contract Start Date.

HST Number: 807150412RT0001



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 or Canadian Dollars as applicable to Client's location. 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. If Client chooses to participate by uploading its information to the Community Resources website 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.

6.3. WORKPLACE SAFETY IS YOUR RESPONSIBILITY. THAT DUTY CANNOT BE DELEGATED AND TSL ACCEPTS NO DELEGATION OF THAT DUTY. TSL WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

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. Export Regulations. All Content and Services and technical data delivered under this agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

7.8. 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

4890 W. Kennedy Blvd., Suite 300

Tampa, FL 33609

Fayetteville Fire Dept (AR)

303 West Center Street

Fayetteville, AR 72701

By: 
 00203B8231B448E...

By: _____

Printed Name: Phil Coons

Printed Name: Lioneld Jordan

Title: Vp Of Sales

Title: Mayor

Date: 3/19/2019

Date: _____

Product Specifics

TargetSolutions, a Vector Solutions brand, provides engaging, accredited online training courses, cutting-edge software applications, and dynamic performance management solutions to help make organizations safer, more capable, and more compliant. Products on contract include:

- Easy-to-use learning management system
- Recordkeeping system for tracking training and compliance
- ISO Training Tracker for tracking ISO training hours
- Powerful technology for generating detailed training reports
- More than 1,000 training courses for public entities
- More than 250 hours of Fire & EMS continuing education
- More than 240 accredited courses for law enforcement

Pricing Details

Members receive discounted pricing on these products.
For pricing and product details, log in to nppgov.com.

Contract Details

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



Lead Public Agency: Public
Procurement Authority

RFP #1620

CONTRACT TERM

Effective Date: 07/10/17

Initial expiration: 07/10/20

Possible extensions through: 07/10/23

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

TargetSolutions

Publicly Solicited Contract

START DATE
July 10, 2017

POTENTIAL END DATE
July 10, 2023

CONTRACT NUMBER
PS17002

LEAD AGENCY
Public Procurement Authority

This is a publicly solicited contract established through an RFP process conducted by a Lead Public Agency. This contract satisfies formal competitive bid requirements of most states. All NPPGov members are urged to seek independent review by their legal counsel to ensure compliance with all state and local requirements.

Products on Contract

- Easy-to-use learning management
- Record keeping system for tracking training and compliance
- ISO Training Tracker for tracking ISO training hours
- Powerful technology for generating detailed training reports
- More than 1,000 training courses for public entities
- More 250 hours of Fire EMS continuing education
- More than 240 accredited courses for law enforcement

Instructions to Access This Contract

Please Log in to view complete list of contract documents and instructions.



Contract Documents

Synopsis, MPA, RFP, and IGA available to logged in members.

Additional Resources

- TargetSolutions Contract Overview

Contact NPPGov

NPPGov Customer Service
customerservices@nppgov.com
Phone: 877.329.8847



TargetSolutions Overview

TargetSolutions, a Vector Solutions brand, provides engaging, accredited online training courses, cutting-edge software applications, and dynamic performance management solutions to help make organizations safer, more capable, and more compliant. They deliver award-winning, real-time training and record-keeping solutions. Originally founded in 1999, today more than 4,000 organizations rely on TargetSolutions to track training hours and compliance tasks.

Additional Company Information

- TargetSolutions Website
- Success Stories & Training Testimonials
- TargetSolutions Blog

Testimonial

"The training is quality. It's a much more efficient way of delivering the training to our personnel. It allows us to implement (training) in a more timely fashion where we can deliver it to all our members virtually at the same time."

Chief Dave Downey
Miami-Dade Fire Rescue Department, Fla.

Contact Info

TargetSolutions Customer Service

Phil Coons
Director of Sales (West)
Phil.coons@targetsolutions.com
858.376.1603

Mailing Address