ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500
2100 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201
NOTICE OF AWARD OF CONTRACT

TO: Target Solutions
4890 W Kennedy Boulevard
Suite 740
Tampa, Florida 33609

DATE ISSUED: March 9, 2015
CURRENT REFERENCE NO: 611-15

TRAINING AND MANAGEMENT FOR ACFD

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective immediately and expires on June 30, 2015. As per the terms and conditions of the Charlottesville contract that may include not more than four (4) additional one (1) year renewal periods, from July 1, 2015 to June 30, 2019 to be renewed annually.

The contract documents consist of the terms, conditions, and specifications of County of Charlottesville Contract No. 4600000916 and the bid of the Contractor incorporated herein by reference.

ATTACHMENTS:
AGREEMENT NO. 611-15.

CONTRACT PRICING:
REFER TO ATTACHED AGREEMENT

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

CONTACT: Johnny Roberson
VENDOR PAYMENT TERMS: NET 30 DAYS
TELEPHONE NO.: 615-766-5200

CONTACT EMAIL: jlr@targetsolutions.com

COUNTY CONTACT: Grace Reyes
TELEPHONE NO.: 703-228-4640

GUINEVERE BRUNER, CFPB
PROCUREMENT OFFICER

CONTRACT AUTHORIZATION

DATE

BID FOLDER: 1
THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between TargetSolutions Learning, LLC; 4890 W. Kennedy Blvd., Suite 740, Tampa, FL 33609 ("Contractor"), a Delaware limited liability company authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement and Exhibit A (City of Charlottesville Contract No. 4600000916), Exhibit B (Arlington County Fire Department Scope of Work), and Exhibit C (TargetSolutions Arlington County proposal summary). Collectively, "Contract Documents" or "Contract."

This Agreement rides a competitive procurement process conducted by City of Charlottesville. The Contractor desires to extend to the County the same pricing as the Contractor’s agreement with City of Charlottesville.

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents.

2. CONTRACT TERM
The Contractor’s provision of goods and/or services for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than June 30, 2013 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may authorize continued operations of the Contractor for not more than FOUR (4) additional one (1) year renewal periods from JULY 01, 2015 to JUNE 30, 2019. Each such period shall be referred to as a "Subsequent Contract Term." However, if the City of Charlottesville does not renew their agreement, this Agreement shall automatically expire on the date of the "Initial Contract Term."

3. CONTRACT PRICING
The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the prices set forth in Exhibit C for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.
4. **PAYMENT**
Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. **SCOPE OF WORK**
The Contractor agrees to provide the goods and/or services described in the Contract Documents. The primary purpose of the Work is to provide a training and management program for the Arlington County Fire Department.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

6. **PROJECT OFFICER**
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract Documents. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

7. **PAYMENT TERMS**
Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices.

8. **INTENTIONALLY OMITTED**

9. **NON-APPROPRIATION**
All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

10. **COUNTY PURCHASE ORDER REQUIREMENT**
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County
will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and sole expense.

11. **INTENTIONALLY OMITTED**

12. **DISCLAIMER, LIMITATION OF LIABILITY**

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.

Except as it relates to claims related to the infringement of intellectual property and to the extent permitted by law, (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, Contractor for the preceding twenty-four (24) months.

13. **INTENTIONALLY OMITTED**

14. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.

e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000.00, so that these provisions will apply to each subcontractor or vendor.

15. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not
during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

15. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor’s workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

17. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has materially breached this Contract, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor’s failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs. Upon any termination pursuant to this section, the Contractor shall be liable to the County for all
costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

18. INTELLECTUAL PROPERTY RIGHTS

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

Except as otherwise agreed in writing or to the extent necessary for the County to use the Services in accordance with this Agreement, the County 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 Contractor software.

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

19. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the “County” for purposes of this section) from and against
any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

20. CONFIDENTIAL INFORMATION
The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

21. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

22. COUNTY EMPLOYEES
No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

23. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.
The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

24. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

25. RELATION TO THE COUNTY
The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

26. ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

27. AUDIT
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

28. ASSIGNMENT
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

29. AMENDMENTS
Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

30. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

31. **DISPUTE RESOLUTION**
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

32. **APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION**
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

33. **ARBIRTRATION**
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

34. **NONEXCLUSIVITY OF REMEDIES**
All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

35. **NO WAIVER**
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

36. **SEVERABILITY**
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

37. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this
provision to be read as broadly as possible.

38. **SURVIVAL OF TERMS**
In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; AUDIT; WARRANTY; AND CONFIDENTIAL INFORMATION.

39. **HEADINGS**
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

40. **AMBIGUITIES**
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

41. **NOTICES**
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**
TargetSolutions
Controller
4890 W. Kennedy Blvd., Suite 740
Tampa, FL 33609

**TO THE COUNTY:**
Grace Reyes
2100 Clarendon Boulevard
Suite 400
Arlington, Virginia 22201

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard
Suite 500
Arlington, Virginia 22201

42. **NON-DISCRIMINATION NOTICE**
Arlington County does not discriminate against faith-based organizations.

43. **INSURANCE REQUIREMENTS**
The Contractor agrees to maintain insurance as indicated below until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of “A-“ or better and a financial size of “Class VII“ or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the
County. The minimum insurance coverage shall be:

a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker’s Insurance Fund, Towson, MD.

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of $1,000,000.

e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.

f. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor’s notification from the insurer. It is the Contractor’s responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.


WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]
NAME AND RICHARD D. WARREN, JR. TITLE: PURCHASING AGENT DATE: 3/9/15

TARGETSOLUTIONS LEARNING, LLC

AUTHORIZED SIGNATURE: [Signature]
NAME AND Title: Jeff Oathout - Director of Sales DATE: 3/6/15
# Certificate of Liability Insurance

**Issuer:** RedVector.com, LLC; TargetSolutions Learning LLC; TargetSolutions, Inc.; Vector Intermediate Holdings, LLC & RVL Holdings, LLC 4890 W. Kennedy Blvd #740

**Producer:** Babb, Inc

**Address:** 2451 First Street, Ft Myers, FL 33901

**Insurers:**
- Liberty Mutual Fire Insurance
- Liberty Insurance Corporation

**Certificate Number:** 2014-2015 Master

**Revision Number:**

**Date:** 1/23/2015

### General Liability
- **Type of Insurance:** General Commercial Liability
- **Policy Number:** 782-251-291463-034
- **Limits:**
  - Each Occurrence: $1,000,000
  - Damage To Rented Premises: $300,000
  - Personal & Adverse Injury: $10,000
  - Aggregate: $2,000,000
  - Products, Compo Property: $2,000,000

### Automobile Liability
- **Type of Insurance:** Any Auto
- **Policy Number:** 482-251-291463-024
- **Limits:**
  - Covered Single Limit: $1,000,000
  - Bodily Injury (Per Person): $1,000,000
  - Property Damage (Per Accident): $100,000

### Workers' Compensation and Employers' Liability
- **Policy Number:** 502-251-291463-014
- **Limits:**
  - E.L. Each Accident: $1,000,000
  - E.L. Disease - EA Employer: $1,000,000

### Description of Operations / Locations / Vehicles
- **Address:** The County Board of Arlington County, VA c/o Purchasing Agent, Room 500, 2100 Clarendon Blvd, Arlington, VA 22201

**Certificate Holder:** The County Board of Arlington County, VA

**Authorized Representative:** Margaret Polite

**ACORD 25 (2010)**

**INS025 (2010)**

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AGREEMENT FOR WEB-BASED VENDPR HOSTED, TRAINING AND MANAGEMENT PROGRAM

THIS AGREEMENT is made and entered into this 11th day of June, 2012, by and between the CITY OF CHARLOTTESVILLE VIRGINIA (Hereinafter “City”), a political subdivision of the Commonwealth of Virginia, and TARGETSAFETY.COM, INC. dba TARGETSOLUTIONS (hereinafter “Contractor”), a corporation licensed and registered to do business in the Commonwealth of Virginia.

"This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment."

In consideration of the mutual covenants and promises herein stated, the City and Contractor hereby agree as follows:

1.0 SCOPE OF SERVICES
The Contractor shall provide Web-Based Vendor Hosted, Training and Management Program as per proposal RFP#WEB TRAINING PROG/12-76 and contractors response to same dated March 26, 2012, and all subsequent negotiations of which are incorporated herein by reference.

2.0 TERM
This contract shall be from July 1, 2012 through June 30, 2013 with the option to renew for up to six (6) additional one year terms if agreed upon in writing by both parties. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases shall be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.

3.0 COMPENSATION
Contractor shall provide the Service(s) for the following compensation:

<table>
<thead>
<tr>
<th>Online Training Platform License</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Bundle: includes the full LMS / RMS functions built into the system and the following course bundles: IIR &amp; Employment Practices, OSHA &amp; Compliance, Driving Safety, NFPA and Emergency Vehicle Operations, EMS Recertification, And Unlimited Training Courses</td>
</tr>
</tbody>
</table>

| One-Time Service Fee | $1,895.00 one time fee |

<table>
<thead>
<tr>
<th>Optional Items:</th>
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</thead>
<tbody>
<tr>
<td>Health &amp; Wellness Application</td>
</tr>
<tr>
<td>AHA Basic Life Support (BLS)</td>
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<tr>
<td>AHA Advanced Cardiac Life Support (ACLS)</td>
</tr>
<tr>
<td>Brunswic Functional Bass Behaviors (4 hrs)</td>
</tr>
<tr>
<td>Web Events</td>
</tr>
<tr>
<td>-One year license</td>
</tr>
<tr>
<td>-One time setup fee</td>
</tr>
</tbody>
</table>

| Content Authoring Kit with Video Camera | $1100.00 one time fee |

4.0 AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH
A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Page 1 of 14
5.0 PAYMENT BY THE CITY

(A) The City shall pay for completed services and delivered goods, on or before the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of this agreement for the delivery of goods or the completion of services; or (ii) if such date is not established by this agreement, not more than forty-five days after goods or services are received or not more than forty-five days after an invoice in a form acceptable to the City is rendered, whichever is later.

(B) Invoices and other requests for payment must be supported by documentation acceptable to the City, in its sole discretion, confirming that the goods or services referenced within the invoice have been delivered or performed in accordance with this Agreement. Within twenty days after the receipt of an invoice from the Contractor for goods delivered or services completed, the City shall notify the Contractor of any defect or impropriety which would prevent payment by the required payment date. Contractor must submit an invoice for final payment within thirty days after completion and acceptance by the City of the services to be performed or after the City's acceptance of the goods, whichever is applicable.

(C) If Contractor is an individual, then he shall provide the City with his Social Security Number on or before commencement of performance of this Agreement. If Contractor is a proprietorship, partnership, or corporation Contractor shall provide its federal employer identification number(s) to the City on or before its commencement of performance of this Agreement.

(D) The City agrees to pay the Contractor upon the satisfactory execution of this Agreement, in lawful money of the United States according to the following mutually agreed upon schedule:

(1) Payment is made annually based on the number of users identified by the City. The contractor will invoice the City thirty days prior to the start of the contract period. In the event the City cancels the contract, the contractor will prorate of remaining period and refund the balance to the City within thirty days of the contract expiration.

6.0 PAYMENT OF SUBCONTRACTORS

(A) Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by the City for work performed by a subcontractor:
1. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under that contract; or
2. Notify the City and the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

(B) Contractor shall pay interest to subcontractors on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the City for work performed by the subcontractor, except for amounts withheld as allowed in subdivision A 2 of this section. Unless otherwise provided under the terms of this agreement, interest shall accrue at the rate of one percent per month. Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the City. No contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

(C) Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as stated in this section, with respect to each lower-tier subcontractor.

7.0 CONTRACT DOCUMENTS

This agreement shall consist of this Form of Agreement, the City of Charlottesville's original Invitation for Bids/Request for Proposals, including all addenda, general and special conditions, specifications and drawings, the bid/offer submitted by the contractor, together with all modifications thereof, all of which documents are incorporated herein by reference.

8.0 CONTRACT ADMINISTRATOR

The individual named below will service as the Contract Administrator and will be the point of contact at the City of Charlottesville for day-to-day operations under this Agreement. The Contract Administrator cannot approve amendments or price changes to this Agreement. The Contractor will channel all communications through:
Agreement for Web-Based Vendor Hosted, Training and Management Program
City of Charlottesville – CFD
May 2012

Name: Mike Rogers
Title: Battalion Chief
City of Charlottesville- Charlottesville Fire Department
Address: 203 Ridge Street, Charlottesville, Virginia 22901
Phone: 434-970-3321 Fax: 434-295-1127
Email: rogue@m@charlottesville.org

The Contractor will not make any commitments or comments, or actions on behalf of the City of Charlottesville without the explicit direction of the Contract Administrator. The City reserves the right to change its Contract Administrator, upon notice to the Contractor.

9.0 INDEMNIFICATION
Contractor hereby assumes, and shall defend, indemnify and save the City and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorneys fees which the City and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor’s subcontractors, agents or employees in the performance of Contractor’s or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.

10.0 NON-APPROPRIATION CLAUSE
Payment and performance obligations of the City, beyond the initial year of this Agreement, are expressly conditioned upon the availability of and appropriation by the City of public funds therefor in each subsequent fiscal year. When public funds are not appropriated or are otherwise unavailable to support continuation of performance by the City in a subsequent fiscal period, this contract and the City’s obligations hereunder shall automatically expire, without liability or penalty to the City. Within a reasonable time following City Council’s adoption of a budget, the City shall provide the Contractor with written notice of any non-appropriation or unavailability of funds affecting this Agreement.

11.0 NONDISCRIMINATION
During the performance of this contract, Contractor agrees as follows:

(A) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The General Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, the General Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that it is an equal opportunity employer.

(B) Contractor will, in all solicitations or advertisements for employees, state that it is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule of regulation shall be deemed sufficient for the purpose of meeting the requirements of this contract.

(C) Contractor agrees as follows: (i) to provide a drug-free workplace for the contractor’s employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace. For the purposes of this paragraph, “drug-free workplace” means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor’s employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
12.0 CONFLICTS OF INTEREST
The Contractor represents to the City that its entering into this Agreement with the City and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Acts (Va. Code 2.2-3100 et seq), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 et seq), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 et seq) or any other applicable law or regulation.

13.0 CONTRACTUAL CLAIMS
Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The City has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the City's Purchasing Office. Contractual disputes shall also be subject to the provisions of Va. Code §2.2-4363(3) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions).

14.0 WORKER'S COMPENSATION INSURANCE REQUIRED
Contractor shall not perform any work on this project unless he has obtained, and continues to maintain for the duration of such work, such workers' compensation coverage as may be required pursuant to the provisions of Chapter 8 (§65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended. Contractor shall not allow any subcontractor to perform any work on a City construction project unless the subcontractor has obtained, and continues to maintain for the duration of such work, such worker's compensation coverage as may be required pursuant to the provisions of Chapter 8 (§65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended. Contractor shall include the provisions of this paragraph within each of its subcontracts, so as to bind each subcontractor.

15.0 INSURANCE REQUIRED
All contractor's insurance coverage will be primary and provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

b. Employer's Liability - $100,000.

c. Commercial General Liability - $1,500,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The City of Charlottesville must be named as an additional insured and so endorsed on the policy.

d. Automobile Liability - $1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

e. Professional Liability Insurance. At its sole expense, and prior to commencing any activities under this Agreement, Contractor shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Contractor, its employees and agents in the performance of this Agreement, with coverage in an amount not less than $1,000,000 ("Required Insurance"). Contractor shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the City. Upon execution of this Agreement Contractor shall provide the City with a certificate of insurance, or other written documentation satisfactory to the City in its sole discretion, issued by Contractor's insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Contractor shall immediately (within one business day) notify the City. Contractor's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the City to terminate this Agreement without notice to Contractor and without penalty to the City.

Contractor may not, and shall not, perform any work or services under this Agreement during any period of time in which the Required Insurance is not in effect. Contractor's failure to comply with the requirements of this section shall
constitute a material breach of this Agreement entitling the City to terminate this Agreement without notice to Contractor and without penalty to the City.

16.0 ENDORSEMENTS TO REQUIRED INSURANCE POLICIES
The Employer’s Liability and Commercial General Liability insurance policies required by this Agreement shall be endorsed to include the following clauses ("Required Endorsements"): (A) Should any of the insurance policies be canceled before the expiration date thereof, the issuing insurance company will endeavor to mail written notice of such cancellation to the City at least 30 days in advance; and (B) The City of Charlottesville, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects the operations and activities of (or on behalf of) the named insured, performed under contract with the City of Charlottesville.

17.0 PROOF OF INSURANCE
Contractor shall provide the City with one or more certificate(s) of insurance confirming the insurance required by this Agreement, signed by a person authorized by the insurance company to bind it to the representations contained therein. These certificates shall be provided to the City by Contractor upon execution of this Agreement, then again (without demand by the City) on or before the expiration date of any policy and upon each anniversary of the Commencement Date of this Agreement. Also, a certificate of insurance shall be provided to the City by the Contractor at other times throughout the Term of this Agreement within ten days of a request therefor by the City. Upon demand by the City, Contractor shall furnish the City with copies of the Contractor’s insurance policies, together with the Required Endorsements.

19.0 SMALL, DISADVANTAGED, WOMEN-OWNED AND MINORITY (SWAM) BUSINESS REPORTING:
The Contractor will identify and fairly consider small, disadvantaged, women-owned or minority firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the City under this Agreement. The Contractor will submit a quarterly SWAM business report to the City by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. The Contractor will submit the quarterly SWAM business reports to:
Finance Department, Procurement & Risk Management Services Division
E-mail: purchasing@charlottesville.org

The quarterly SWAM business reports will contain the following information:
- SWAM firms' name, address and phone number with which the Contractor has contracted over the specified quarterly period.
- Contact person at the SWAM firm who has knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWAM firm as it relates to the City's account.

20.0 PUBLIC DISCLOSURE OF CONTRACT DOCUMENTS
Contractor acknowledges and understands that this Agreement, and all related public proceedings and records, shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (§ 2.2-3700 et seq.) and the Virginia Public Procurement Act (§ 2.2-4300 et seq.) Trade secrets or proprietary information submitted by the Contractor to the City in connection with this procurement transaction shall not be subject to public disclosure, provided that the Contractor timely invoked the protection of Va. Code § 2.2-4342 (F), prior to or upon submission of the data or materials to the City, in the manner prescribed by that statute.

21.0 CONTRACTOR'S CONTACT PERSON
Contractor’s designated representative to receive all communications, claims and correspondence regarding this Agreement is:

| Name:    | Jeff Outhout |
| Title:   | Regional Manager |
| Company: | TARGETSOLUTIONS |
| Address: | 1805 Rancho Bernardo Road, Suite 200, San Diego, CA 92127-5703 |
| Phone:   | 800-840-8048 |
| Fax:     | 858-487-8762 |
| Email:   | jao@targetsolutions.com |
22.0 **INDEPENDENT CONTRACTOR**
Neither Contractor, nor its agents, employees, assignees or subcontractors shall be deemed employees or agents of the City by virtue of any services performed pursuant to this Agreement or the contractual relationship established hereby. Contractor shall have sole responsibility for its staff, including their work, personal conduct, directions and compensation.

23.0 **MODIFICATION**
This Agreement may be modified by the parties during performance, but no modification shall be valid or enforceable unless in writing and signed by each of the parties hereto in the same manner and with the same formality as this Agreement. Notwithstanding the foregoing, no fixed price contract may be increased by more than ten percent (10%) of the amount of the contract without the advance approval of the City Manager or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).

24.0 **BINDING EFFECT OF AGREEMENT**
The terms, provisions and conditions of this Agreement shall bind and inure to the benefit of the respective parties hereto and to their representatives, successors, and (where permitted by this Agreement) their assigns.

25.0 **SEVERABILITY**
In the event that any term, provision or condition of this Agreement, or the application thereof to any person or circumstances, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and the application of any term, provision or condition contained herein to any person or circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

26.0 **INTERPRETATION OF PROVISIONS**
In the event of any conflict, discrepancy or inconsistency between this document and any other documents which have been incorporated into this document by reference or made exhibits or attachments hereto, then the provisions set forth within the body of this document shall govern the parties' agreement.

27.0 **HEADINGS**
Section, article and paragraph headings contained within this Agreement have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Agreement.

28.0 **NO WAIVER OF RIGHTS**
No failure on the part of the City to enforce any of the terms or conditions set forth in this Agreement shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver by the City of any default or failure to perform by Contractor shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The acceptance or payment of any rentals, fees and/or charges by the City, and/or the performance of any or any part of this Agreement by the City, for or during any period(s) following a default or failure to perform by the Contractor, shall not be construed as or deemed to be a waiver by the City of any rights hereunder, including, without limitation, the City's right to terminate this Agreement.

29.0 **NO ASSIGNMENTS**
Contractor shall have no right to assign, in any manner or fashion, any of the rights, privilege or interests accruing to it under this Agreement to any other individual or entity, without the prior written consent of the City. In the event of an assignment Contractor shall remain fully liable for the performance of all obligations imposed by this Agreement unless otherwise agreed, in writing, by the City.

30.0 **INTELLECTUAL PROPERTY RIGHTS/DISCLOSURE**
Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video image, photographs or papers of any nature including software or computer images prepared or provided by the Contractor (or its subcontractors) for the City will not be disclosed to any other person or entity without the written permission of the City. The Contractor warrants to the City that the City will own all rights, title and interest in and any and all intellectual property rights created in the performance or otherwise arising from any agreement resulting from this RFP and will have full ownership and beneficial use free and clear of claims of any nature by any third party including without limitation copyright infringement claims. The Contractor will execute any assignments or other documents needed for the City to perfect such rights.
31.0 **GOVERNING LAW**
This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. All litigation arising out of this Agreement shall be commenced and prosecuted in the federal, state or local court(s) having jurisdiction within the City of Charlottesville, Virginia.

32.0 **USE OF AGREEMENT BY THIRD PARTIES**
It is the intent of this Agreement to allow for cooperative procurement (Va. Code 2.2-1304 et seq). Accordingly, other public bodies may access this Agreement if authorized by the Contractor.

Use of this cooperative procurement is strictly voluntary. If authorized by the Contractor, the Agreement may be extended to other public bodies as described in the RFP to purchase at fees in accordance with the Agreement. No modification of this Agreement or execution of a separate agreement is required to participate. Participating entities will place their own orders directly with the Contractor and will fully and independently administer their use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the City. The City will not be liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Agreement. It is understood and agreed that the City is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

Use of the Agreement does not preclude any participating entity from using other agreements or competitive process as the need may be.

33.0 **TERMINATION**
The City may terminate this Agreement at any time, for any reason or for no reason, upon sixty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

34.0 **ENTIRE AGREEMENT**
This Agreement represents the entire agreement between the parties, and there are no other agreements or understandings between the parties, either verbal or written, which have not been incorporated herein.

35.0 **CLOSING**
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Agreement in five copies, each of which shall be deemed an original on the date first above written.

**CITY OF CHARLOTTESVILLE:**

By: [Signature] Date: 7/5/12

Aubrey Watts
COO/CRE

**CONTRACTOR:**

By: [Signature] Date: 6/14/12

[Signature] Date: 7/6/12

Funds Available:

Leslie Beaugard
Budget Director

**Approved as to Form:**

[Signature]

City Attorney Date: 7/6/12
TARGETSAFETY (dba TARGETSOLUTIONS) WEB SITES "TERMS OF USE" INTERACTIVE SERVICE AGREEMENT AND LICENSE

Date of Revision: October 25, 2011

Welcome to the TargetSafety.com, Inc. (dba TargetSolutions) company web sites, including TargetSolutions.com and various derivatives of www.TargetSafety.com, www.PreventionLink.com, and www.TargetSolutions.com, the company's proprietary web-based platform. These Web Sites Terms of Use (the "Agreement") constitute a legally binding agreement made by and between TargetSolutions.com, Inc. (collectively, "we", "us", or "TargetSolutions") and the users of all of our web sites, whether personally or on behalf of an entity ("you"). This Agreement governs your use of all of the TargetSolutions web sites (collectively, the "Web Sites") and the course content, services and limited support offered and provided by TargetSolutions on the Web Sites (collectively, the "Services"), so please read it carefully.

You accept that workplace safety, the management and mitigation of risks, compliance, communication and all other services supported by the applications and content contained in the Site are your responsibility. That duty cannot be delegated to TargetSolutions and TargetSolutions accepts no delegation of that duty. TargetSolutions will assist you by providing specific services for which you have requested. All warranties are defined in this agreement and TargetSolutions undertakes no obligations other than those set out in this agreement. Read the terms and conditions of this agreement carefully before using any content or services.

Provisions for All Individuals and Organizations Accessing TargetSolutions' Web Sites

PLEASE NOTE THAT BY ACCESSING OR USING OR ACCEPTING ANY PART OF THE WEB SITES OR THE SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT, INCLUDING THE DISPUTE RESOLUTION PROCEDURE. IF YOU DO NOT AGREE TO BE SO BOUND, DO NOT ACCESS OR USE THE WEB SITES OR THE SERVICES. TARGETSOLUTIONS RESERVES THE RIGHT TO MAKE CHANGES TO THIS AGREEMENT AT ANY TIME. YOUR CONTINUED USE OF THE WEB SITES AND/OR THE SERVICES CONSTITUTES ASSENT TO ANY NEW PROVISIONS OF THIS AGREEMENT THAT MAY BE POSTED ON THE WEB SITES IN THE FUTURE.

1. Using the Web Sites,

a. Eligibility. Except as expressly provided below, certain services may only be used by, and registered user status is limited to, individuals who can form legally binding contracts under applicable law ("Registered Users"). Without limitation, minors are prohibited from becoming Registered Users. References in this Agreement to "users" include Registered Users only.

b. User Registration. To become a Registered User, you must create an account with TargetSolutions through the online registration process on the Web Sites. In some cases, and only at your organization's request, TargetSolutions may create an online registration for you or groups of users. In other cases, your organization may register you. If you create an account, you must provide with accurate and complete registration information, as prompted in the registration form. You should promptly update your online profile if any of this information changes. If someone else completes an online registration for you, you should review and update your online profile.

c. Passwords. If you create an account you will be asked to choose a password. If your account was created for you, you will be asked to create a new password. You must keep your password confidential. You will be responsible for all uses of your password and account, including, without limitation, any use by any unauthorized third party. You must notify TargetSolutions immediately if you believe your password or account has been obtained, or may be accessed or used by, any unauthorized person or entity. In addition, you must notify TargetSolutions immediately if you become aware of any other breach or attempted breach of the security of the Web Sites. For security purposes, TargetSolutions recommends that you change your password often.
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May 2012

d. **Scope of Usage Rights.** The right to use the Web Sites does not necessarily include access to all of the software, course content, services and support provided and licensed by TargetSolutions to its “Clients” for a fee. “Clients” are organizations or business enterprises that independently contract directly with TargetSolutions on behalf of select groups of Registered Users for access to TargetSolutions services for a fee.

e. **License to use.** As a Registered User, TargetSolutions grants you a non-exclusive, non-transferable personal license for individual use of the Services during the term of your service agreement. TargetSolutions warrants that the services provided to you by TargetSolutions hereunder shall be performed in a competent manner, consistent with industry standards.

2. **Content Posted by You or Others in Your Organization.**

a. **Objectionable Content.** Due to the amount of user-generated content, TargetSolutions may not have the ability to control the nature of the content presented by users on or through the Web Sites. You are solely responsible for your interactions with other users of the Web Sites and any content that you post. TargetSolutions is not and will not be liable for any damage or harm resulting from any of the Web Sites users content or your interactions with other users of the Web Sites. TargetSolutions reserves the right, but has no obligation, to monitor interactions between you and other users of the Web Sites and to take any other action to restrict access to or the availability of any material we or another user of the Web Sites may consider to be obscene, lewd, lascivious, violent, harassing, defamatory, infringing, abusive, inflammatory, vulgar, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable (including, without limitation, because it violates this Agreement).

b. **Prohibited Content.** You may not post, submit or transmit any content that: (i) is libelous, defamatory or slanderous; (ii) advocates the violent overthrow of the government of the United States; (iii) incites, encourages or threatens immediate physical harm against another; (iv) presents an immediate and genuine danger to another person or entity; or (v) violates any applicable law, regulation, or rule.

3. **User Conduct.**

In, or as a result of, your use of the Web Sites and the Services, you may not: (i) infringe any patent, trademark, trade secret, copyright, right of publicity, or other right of any party; or upload, post, transmit, share, store or otherwise make publicly available on the Web Sites any private information of any third party or any information that would encourage or provide instructions for an unlawful activity; (ii) disrupt or interfere with the security or use of the Services, the Web Sites, or any web sites linked to the Web Sites; (iii) interfere with or damage the Web Sites or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology; (iv) attempt to use another user’s account, impersonate another person or entity, misrepresent your affiliation with a person or entity, including (without limitation) TargetSolutions, federal, state, or municipal government, or create or use a false identity; (v) attempt to obtain unauthorized access to the Web Sites or portions of the Web Sites that are restricted from the access granted to you; (vi) engage, directly or indirectly, in transmission of spam, chain letters, junk mail or any other type of unsolicited solicitation; (vii) collect, manually or through an automatic process, information about other users (including e-mail addresses or other contact information) without their express consent or other information relating to the Web Sites or the Services; (viii) use any meta tags or any other hidden text utilizing TargetSolutions name, trademarks, or product names in any manner and in any place; (ix) advertise, offer to sell, or sell any goods or services unless specifically authorized by TargetSolutions in writing; (x) engage in any activity that interferes with any third party’s ability to use or enjoy the Web Sites or Services; (xi) upload, post, transmit, share, store or otherwise make available any videos that are of a personal nature, and which are original art or animation (including any audio or music that is part of the video); or (xii) assist any third party in engaging in any activity prohibited by this Agreement.

4. **Registered Users.**

Registered Users may download and/or copy content or information displayed on the Web Sites for personal use only, provided that all copyright and other notices contained therein are maintained, or to further the business purposes of TargetSolutions “Clients”. “Clients” are organizations or business enterprises that independently contract directly with TargetSolutions on behalf of select groups of Registered Users for access to TargetSolutions services for a fee. Copying, sharing, publishing, displaying,
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City of Charlottesville – CFD
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and/or preparing derivative works of any content or information from the Web Sites, in any form or by any means, for other than personal (non-commercial) use, or to further the business purposes of TargetSolutions contracted Clients, is expressly prohibited without prior written permission from TargetSolutions or the owner of the copyrighted content.

5. **Privacy Policy.**

You agree to comply with the terms of TargetSolutions’ Privacy Policy (http://www.TargetSolutions.com/news/privacy.htm), which is incorporated by reference into this Agreement.

6. **Intellectual Property Rights.**

a. **Copyright.** Except for content and materials owned by you or by other Registered Users and uploaded onto TargetSolutions web sites, all materials on the Web Sites and used in the Services, including without limitation, the TargetSolutions logo, designs, text, graphics, information, content, data, images, audio, video, applications, software, metadata, compilations, graphical user interfaces, other files, and the selection, arrangement and organization thereof are either owned by TargetSolutions or are the property of TargetSolutions suppliers or licensors. Except for your own user content that you legally post on the Web Sites, or for contributed content specifically made available to the general community in the TargetSolutions Community Resource Center, and except for the limited use granted to Registered Users set forth above in Paragraph 4, no Web Sites content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, consumed, transmitted, in any form or by any means, in whole or in part, without our prior written permission. No Web Site content may be sold, copied, reproduced, used for derivative works, or used for any commercial purposes. Provided that you are using the Web Sites as a Registered User, you are granted a limited license to access and use the Web Sites and the Services and to download or print a copy of any portion of the Web Sites content to which you have properly gained access solely for your personal, non-commercial use, or to further the business purposes of TargetSolutions Clients, as defined in Paragraph No. 4 above, provided that you do not alter or delete any trademark, copyright, or other proprietary notices. Except for your own user content, you may not upload, republish, copy, display, or make derivative works from our Web Sites content on any Internet, Intranet or Extranet site or use the information in any other database or compilation; and any other use of our Web Sites content is strictly prohibited. Your license is subject to this Agreement and does not permit use of any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Web Sites or the Content or Services beyond the scope of the license granted above is prohibited. Copyright © 2008-2010 TargetSolutions. ALL RIGHTS RESERVED.

b. **Trademarks.** TargetSolutions, the TargetSolutions logos, and the other TargetSolutions product names, tag lines, logos, page headers, custom graphics, button icons, and scripts shown on the Web Sites are trademarks or trade dress of TargetSolutions. Any use by you of such trademarks and trade dress is for the sole benefit of TargetSolutions and all goodwill generated by such use will inure to TargetSolutions. If you refer to TargetSolutions trademarks or logos, you must include appropriate attribution to TargetSolutions. All other trademarks, trade names and the like that appear on the Web Sites or in the Services are the property of their respective owners. You may not use (including as part of a domain name) any of these trademarks, trade dress, or trade names without express permission.

c. **Ownership and Use.** TargetSolutions retains ownership of its intellectual property rights and you do not obtain any rights therein by virtue of this Agreement or otherwise. Except for use on the Site or authorized in Section 6 above, you have no right to use, copy, display, perform, publish, create derivative works from, create new works or abstracts from, distribute, have distributed, transmit, or sublicense materials or content available on the Web Sites or through the Services, except as expressly set forth in this Agreement. Notwithstanding the foregoing, you may use the content and materials on our Web Sites and available through our Services in the normal course of your use of the Web Sites and the Services. You may not use any third-party intellectual property without the express written permission of the applicable third party, except as permitted by law.

d. **Your Content.** Except for the material described in the “Suggestions” section below, to which we will obtain ownership, TargetSolutions will not acquire an ownership interest in the materials you post, input or submit to the Web Sites unless you specifically elect to share such materials, and then TargetSolutions will acquire the non-exclusive license as set forth in Section 9 below.
Agreement for Web-Based Vendor Hosted, Training and Management Program
City of Charlottesville CFD
May 2012

7. Fees and Payment.

Some of the Services may require payment of fees, either now or in the future. You agree to pay all applicable fees, as described on the Web Sites or in your written proposal or in your written agreement if one exists in connection with such Services selected by you. TargetSolutions reserves the right to change its pricing and to institute new charges at your annual renewal date.

8. Linking and Framing.

During the term of your service agreement, you may create a plain text hyperlink to TargetSolutions Web Sites provided that neither you nor the link portrays TargetSolutions or any of its products and services in a false or disparaging manner or suggests sponsorship, affiliation or endorsement by or with TargetSolutions. TargetSolutions may, at its discretion, revoke this permission at any time or breach of this Agreement. You may not "frame," inline link, or similarly display any TargetSolutions content or property, including, without limitation, the Web Sites. You may not use any TargetSolutions logo or other of its trademarks as part of the link without express written permission.

9. License Granted to TargetSolutions by Individuals or Organizations Accessing TargetSolutions' Community Sharing Services.

By posting, storing or transmitting any content on or to the Web Sites, you hereby: (i) grant to TargetSolutions and its licensees, and represent and warrant that you have the right to grant, a perpetual, worldwide, non-exclusive, royalty-free, fully paid up, transferable, sub-licensable, right and license to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit and sublicense such content in any form, in all media now known or hereinafter created, anywhere in the world, for any purpose, commercial, advertising, or otherwise, and (ii) agree that the content is subject to being changed, rejected, or deleted without notice or explanation to you. You hereby irrevocably waive any claims based on moral rights, if any. This will not change the protection under the law for any material which is clearly marked as copyright.

10. DMCA Copyright Policy and Copyright Agent.

TargetSolutions respects the intellectual property rights of others and expects its users and contributors to do the same. TargetSolutions may remove or disable access to content that in its sole discretion appears to infringe the intellectual property rights of others. In addition, TargetSolutions, in its sole and absolute discretion, may terminate the accounts or registrations of users who infringe the intellectual property rights of others within the TargetSolutions.com network. If you believe that a user of the Web Sites or the Services has infringed your intellectual property rights, please notify TargetSolutions Copyright Agent, and provide the following information: (a) a physical or electronic signature of the person authorized to act on behalf of the owner of the intellectual property right; (b) an identification of the intellectual property claimed to have been infringed; (c) a detailed description of the material that you claim is infringing, so that we may locate it, including the URL where the infringing material appears; (d) your address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the allegedly infringing use is not authorized by the intellectual property rights owner, its agent, or the law; and, (f) a statement by you, made under penalty of perjury, that the foregoing information is accurate and that you are authorized to act on behalf of the owner of the intellectual property rights involved.

If you have had content removed because there has been a Notification of Copyright Infringement pursuant to the Digital Millennium Copyright Act (as described above) you may make a counter notification pursuant to sections 512(g)(2) and (3) of the Digital Millennium Copyright Act. When we receive a counter notification, we may reinstate the material in question. To file a counter notification with us, you must provide a written communication that sets forth the items specified below. Please note that you will be liable for damages (including costs and attorneys’ fees) if you materially misrepresent that a product or activity is not infringing the copyrights of others. Therefore, if you are not sure whether certain material infringes the copyrights of others, we suggest that you first contact an attorney. To submit your Counter Notification to us please provide the following information:

(a) Identify the specific URLs or other unique identifying information of the material to which TargetSolutions has disabled access or removed;

(b) Provide your name, address, telephone number, email address, and a statement that you consent to the jurisdiction to the Federal District Court for the judicial district in which your address is located (or San Diego County, California if outside of
a signed by you under penalty of perjury, that you have a good faith belief that the content identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled, or that the material identified by the complainant has been removed or disabled at the URL identified and will no longer be shown.

TargetSolutions' Copyright Agent can be reached at:

Copyright Agent
TargetSolutions.com, Inc.
10815 Rancho Bernardo Rd., Suite 200
San Diego, CA 92127
USA

Phone: (858) 376-1630
Fax: (858) 487-8762

Email: copyright@TargetSolutions.com

11. **Representations and Warranties.**

   a. **By Each Party.** Each party represents and warrants to the other party: (i) that it has the full power and authority to enter into and perform its obligations under this Agreement, (ii) the assent to and performance by it of its obligations under this Agreement do not constitute a breach of or conflict with any other agreement or arrangement by which it is bound, or any applicable laws, regulations or rules, and (iii) this Agreement constitutes legal, valid and binding obligations of the parties executing or assenting to this Agreement, enforceable in accordance with its terms and conditions.

   b. **By You.** You represent and warrant to TargetSolutions that: (i) you will not infringe the patent, copyright, trademark, trade secret, right of publicity or other intellectual property or proprietary right of TargetSolutions or of any third party in your use of the Web Sites or the Services, and (ii) you will comply with all applicable laws, rules and regulations in your use of the Services and the Web Sites, including this Agreement.

12. **DISCLAIMERS, EXCLUSIONS AND LIMITATIONS.**

   a. **Disclaimer of Warranties.** TargetSolutions provides the Web Sites and Services on an "AS IS" and "AS AVAILABLE" basis. TargetSolutions does not represent or warrant that the Web Sites or Services or their use: (i) will be uninterrupted, (ii) will be free of defects, inaccuracies or errors, (iii) will meet your requirements, or (iv) will operate in the configuration or with other hardware or software you use. TargetSolutions makes no warranties other than those made expressly in this Agreement, and hereby disclaims any and all implied warranties, including without limitation, warranties of fitness for a particular purpose, merchantability and noninfringement.

   b. **Third Party Services.** The third-party links, services, goods, resources and information that TargetSolutions provides on or makes available through the Web Sites, including without limitation, those available through third-party advertisements, are not controlled by TargetSolutions. Accordingly, TargetSolutions makes no warranties regarding such third-party services, resources, and information, including without limitation, warranties of fitness for a particular purpose, merchantability, and non-infringement, and will not be liable for your use of or reliance on such third-party services, resources or information.
c. **EXCLUSION OF DAMAGES.** TARGETSOLUTIONS AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES OR MEMBERS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE USE OF THE WEB SITES OR SERVICES, BASED ON ANY CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d. **LIMITATION OF LIABILITY.** IN NO EVENT WILL TARGETSOLUTIONS’ LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE WEB SITES, OR THE SERVICES EXCEED THE LESSER OF $500, OR THE CONSIDERATION PAID BY YOU FOR CONTENT AND SERVICES UNDER THIS AGREEMENT.

13. **Force Majeure.**

TargetSolutions will not be liable for failing to perform under this Agreement by the occurrence of any event beyond its reasonable control, including, without limitation, a labor disturbance, an Internet outage or interruption of service, a communications outage, failure by a service provider to TargetSolutions to perform, fire, terrorism, natural disaster or war.

14. **Mediation.**

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, litigation or some other dispute resolution procedure. The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator and representatives of the AAA, and the expenses of any witness and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by TargetSolutions and the Licensee.

15. **Changes to the Web Sites or Service.**

TargetSolutions may, in its sole discretion, change, modify, or make improvements to any aspect of the Web Sites or the Services, temporarily or permanently, at any time without notice to you, and TargetSolutions will not be liable for doing so.

16. **Term and Termination.**

The subscription license period shall have a term of twelve (12) months from date of acceptance (or purchase) unless otherwise specified in your written proposal or written agreement if one exists. Thereafter, the Services shall terminate, unless TargetSolutions grants a renewal of this Agreement to you. TargetSolutions will have the right in its sole discretion, to terminate your account or your access to the Web Sites or Services for any of the following reasons: (i) your breach of any part of this Agreement, (ii) your violation of the rights of any third party; or (iii) the failure to extend any term or Renewal Term. You may terminate your profile or your account for any reason at any time by providing notice to TargetSolutions of your intention to do so, subject to this Agreement. If your account is terminated, TargetSolutions may, in its sole discretion, delete any comments, web sites, files, graphics or other content or materials relating to your use of the Web Sites or Services on TargetSolutions, servers or otherwise in its possession or control. Following termination, you may not be permitted to use the Web Sites or the Services without first obtaining TargetSolutions’ consent. If your account or your access to the Web Sites or Services is terminated, TargetSolutions reserves the right to exercise whatever means it deems necessary to prevent unauthorized access to the Web Sites or the Services, including, but not limited to, technological barriers, IP mapping, and direct contact with your Internet Service Provider. All provisions of this Agreement which by their nature should survive termination shall survive termination, including without limitation, ownership of content and services provisions and intellectual property rights thereto, disclaimers, exclusions and limitations of liability.
Agreement for Web-Based Vendor Hosted, Training and Management Program
City of Charlottesville – CFD
May 2012

17. **Notices and Electronic Communications.**

All notices required or permitted to be given under this Agreement will be in writing and delivered to the other party by any of the following methods: (i) hand delivery, (ii) certified U.S. mail, return receipt requested, postage prepaid, (iii) overnight courier, or (iv) electronic mail. If you give notice to us you must use the address shown in Section 7. If TargetSolutions provides notice to you, we will use the contact information provided by you to us. All notices will be deemed received as follows: (i) if by hand-delivery, on the date of delivery, (ii) if by delivery by U.S. mail, on the date of receipt appearing on a return receipt card, (iii) if by overnight courier, on the date receipt is confirmed by such courier service, or (iv) if by electronic mail, 24 hours after the message was sent, if no “system error” or other notice of non-delivery is generated. Each party agrees that any notice that it receives from the other party electronically satisfies any legal requirement that such communications be in writing.

18. **Suggestions.**

You agree that any suggestions, ideas, product uses and potential uses, product ideas, feedback or other information about the Web Sites, the Service, or our products or services (“Suggestions”), provided by you to us are non-confidential to you and shall become by virtue of the transmission to us, to the Web Sites, or to the Service the sole property of TargetSolutions. We will own all of the rights, exclusively, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Suggestions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

19. **Limitation of Actions.**

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your use of the Web Sites or Services, must be filed within one calendar year after such claim or cause of action arises, or forever be barred.

20. **Additional Terms.**

This Agreement is binding upon each party hereto and its successors and permitted assigns, and shall be governed by and construed in accordance with the laws of the State of California without reference to the conflict of law principles thereof. We both agree that all actions or proceedings arising in connection with this Agreement shall be arbitrated in accordance with the Arbitration provision of this Agreement exclusively in San Diego County, California, or in the event the matter is for any reason litigated, tried and litigated exclusively in the state or federal courts located in San Diego County, California. This choice of venue (for both arbitration and litigation) is intended by the both of us to be mandatory and not permissive in nature, and to preclude the possibility of arbitration or litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. We both waive any right either of us may have to assert the doctrine of forum non conveniens or similar doctrine or to object to the venue with respect to any proceeding brought in accordance with this Section. This Agreement and all of your rights and obligations under it is not assignable or transferable by you without the prior written consent of TargetSolutions. No failure or delay by a party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement. You and TargetSolutions are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. The invalidity or unenforceability of any provision of this Agreement will not invalidate any other provision of this Agreement, all of which will remain in full force and effect. If you reside in or are subject to the laws of a jurisdiction anywhere in the world whose common, statutory, regulatory, or codified law would void this Agreement in whole or in any essential part (the essential parts being at least, but not only, the exclusive venue and exclusive remedy provisions, and the warranty disclaimers), or which make accessing the Web Sites or using the Services illegal, you do so entirely at your own risk.
Exhibit B
Scope of Work

Target Solutions
Learning Management System

Overview
The purpose of this contract is to purchase a Learning Management System (LMS) software solution from the vendor Target Solutions. After a thorough needs analysis and market comparison study performed by the Arlington County Fire Department Information Technology Committee, the LMS software offered by Target Solutions was found to be an excellent fit for our organizational needs, scalable enough to support our continued growth, and already in use by many of our regional partners.

The implementation of Target Solutions covers three primary areas within the fire department:

- Training Certification Records Management
  - Fully ISO Compliant
- Distance Learning Implementation
  - Custom Courses
  - Commercially Available Content
  - Video Support
- Training Participation & Attendance Tracking

Training Certification Records Management
Currently, the Arlington County Fire Department does not have a centrally accessible records management database. Our training records are a mix of paper files that have been scanned into pdf format, along with additional certifications that have been emailed to various training staff members over the past few years. This is obviously not a satisfactory solution to this objective, especially when considering the importance of training records for ISO ratings and in the event of a significant injury or line of duty death investigation.

As an example, it was discovered about two years ago that numerous members of the organization did not have a valid EVOC certification. Many of the members that were identified were serving the ACFD as regular heavy equipment operators, including fire engines, ladder trucks, and rescue squads. The fact that most of the affected personnel do not hold CD.s, means that they were not legally permitted to operate that class of vehicle on public roadways, yet were doing so for years without anybody knowing. This was a training oversight from years past that went unnoticed, and opened the fire department up to a huge amount of potential liability.
The fact is that oversights such as these are completely preventable, and with the implementation of a proper records management system, the organization can ensure that such an occurrence will never happen again. Target Solutions offers a records management database that is searchable at all levels. A few examples of how this could be implemented for the ACFD include, but are not limited to:

- Department-wide audit of baseline training certifications to ensure compliance with entry-level job requirements such as Firefighter I & II, EVOC, etc
- First line supervisor auditing the certifications of his/her crew for professional development purposes, annual evaluations, etc
- End user logging in to print out pre-requisite certifications for application to a specialty team within the organization

Target Solutions provides a turnkey solution for this significant problem, and will require little upkeep after the initial data entry is completed. Similar to EMS Patient Care Reporting, an administrator for this section will need to be assigned in order to handle things like supervisor permissions, technical assistance, and the like. The workload is not anticipated to be prohibitively large, and could easily be assigned to a field officer as a collateral duty.

**Distance Learning Implementation**

Target Solutions also provides the ACFD with the opportunity to finally leverage distance learning to its maximum potential. This will effect the organization on many fronts, resulting in an overall increase in efficiency, reduced overall out of service times, and greater ability to disseminate information via a single source.

**Custom Courses**

This application will provide ACFD Operations Field Training Cadre and EMS training staff an outlet to create ACFD-specific drills that can be delivered in the station. These drills are not a simple PowerPoint, but instead have full multimedia capabilities and the ability to perform knowledge verification (quizzes, etc) and capture performance metrics.

There are many uses for this capability; including but not limited to:

- Disseminating training drills that do not require a hands on component
- Preparing for a hands on training drill by disseminating pertinent multimedia content
- Verifying competency of a didactic training session by administering a quiz

**Commercially Available Content**

Target Solutions also includes at no extra cost pre-designated content that can assist ACFD employees in maintaining their essential certifications. The best example of this that comes to mind is in EMS; Target Solutions provides ready-to-run continuing education programs that are nationally accredited and accepted by the Virginia Office of EMS. In fact, a large percentage of BLS CME would be able to be satisfied via drills administered with Target Solutions, which allows for many benefits:
- Employees can complete the training while remaining in the firehouse and in service for calls.
- Participation and knowledge verification metrics are tracked and sent to administrators.
- Deadlines can be set for mandatory training and automatically pushed to the workforce.
- CME requirements can be updated on a monthly basis, for example:

  "In August, there are two CMEs that are required for all ALS and BLS Providers. They are "Infectious Control" and "Anatomy & Physiology Review". Please have these two courses completed, including quizzes, by August 31."

- This CME deployment model will prevent employees from missing CME training simply due to leave, illness, etc, but instead provide them a mechanism for completing the training within a more generous deadline and at their own pace.

**Video Support**

Target Solutions provides full support for the distribution of ACFD training videos, which have proven to be an extremely successful force multiplier for hands on company training. Preempting hands on drills with a video overview has been reported by our employees to boost retention of core concepts, streamline operations on the drill ground, allow for more repetitions over a given time period, and improve the overall training experience. It is extremely important for us to select a LMS that supports this relatively new venture within the ACFD.

**Training Participation & Attendance Tracking**

One of the other shortcomings that have been reported by ACFD Training Academy staff members is the ability to reliably track, analyze, and report on participation during monthly drills. The current system requires employees to sign in on a paper form, which is then placed in a file. If requested, attendance statistics per shift can be manually calculated, which is time consuming and difficult to track.

Target Solutions will allow us to track attendance of all employees at all hands on drills, and will automatically keep that information in a database upon which administrators can run queries. In other words, it will be very simply to provide a variety of data points, some examples of which include:

- A report to a Battalion Chief that details the attendance of his/her shift to a particular drill
- Department-wide training statistics regarding overall drill participation
- A list of personnel whose participation statistics falls below a predetermined value
- Attendance records for a first-line supervisor to gauge his crew's participation
Market Comparison Study
It is plain to see that a LMS will bring a great many benefits to the Arlington County Fire Department, but why Target Solutions? The Information Technology Committee evaluated the following LMS systems:

- Target Solutions
- CentreLearn
- JBLearning
- Kaplan Fire & EMS
- 24/7 Fire & EMS

It was the conclusion of the ITC Market Comparison Study that each of the competing LMS solutions performed certain elements of our needs assessment well, but lacked in other areas. Additionally, Target Solutions was found to be superior in terms of ease-of-use for personnel without a strong background in IT. Last but not least, many of our regional partners are utilizing Target Solutions with excellent results, including:

- District of Columbia Fire & EMS
- Alexandria City Fire
- Fairfax County Fire
- Numerous Other Fire Departments In Virginia

For these reasons, it is the conclusion of the ITC that Target Solutions is the most desirable vendor, as it brings the highest value to the organization for a reasonable price. Not only will the implementation of the LMS allow us to train our employees in a more streamlined and organized fashion, but it will allow us to keep proper records of such training in order to reduce departmental liability and provide support the professional development of our employees to the degree that they deserve.
TargetSolutions :: Proposal Summary

This proposal outlines the benefits, features, services and applications TargetSolutions will provide to the Client named below along with payment terms. Confirmation is required to customize the TargetSolutions' platform and begin the implementation process.

Company: TargetSolutions

Client (Organization/Department): Arlington County Fire and Rescue

Start Date: 08/01/2014

Term/License: 12 months

Number of Users: 320

Start-up Fee: $1,895.00 (One time set-up fee of $1,500.00 and yearly maintenance fee of $395.00

PROPOSAL COMPONENTS AND PRICING:

>>> Premier Platform – $75.00 per user/per year. TargetSolutions pricing for the Premier Platform is $109.00 per user/per year. We are offering a 31% discount by offering the ability to purchase using Chesterfield or Charlottesville Virginia open procurement contract.

Career Tracking Solution includes features and applications: Learning Management; Records Management; Career Tracking

>>> Online Training Bundles:

The following training bundles are included with Premier Platform: HR & Employment Practices; OSHA & Compliance; Driving Safety; NFPA/Fire EVO & EMS Recertification.

>>> Client Support Deliverables – No additional charge

Client Support deliverables include implementation; ongoing support; extended support services

TOTAL COST PER YEAR (based on 320 users): $25,895.00 first year and $24,395.00 in years following the initial license agreement.