



Snohomish County
FIRE DISTRICT 7
Earning Trust Through Action

STATISTICAL PREDICTIVE CALL-LOAD SIMULATION AND ANALYSIS SOFTWARE

Closing date: JANUARY 31, 2018
Time: 4:00 PM (PST)

January 9, 2018

Dear Sir or Madam:

Snohomish County Fire Protection District ("The District"), is soliciting proposals from qualified Proposers for Statistical Predictive Call-Load Simulation Software.

Proposals will be received until, but not after, **4:00 p.m. (PST), January 31, 2018**. The proposal shall be sealed in an envelope, addressed to Assistant Chief Jamie Silva (District Secretary), 163 Village Court, Monroe WA 98272, showing on the outside of the envelope the name of the Proposer and the words **"Statistical Predictive Call-Load Simulation and Analysis Software Bid."**

The Request for Proposal (RFP) documents are available from the department web site at www.snofire7.org or by contacting Assistant Chief Steve Guptill at sguptill@snofire7.org , **weekdays between the hours of 8:00 a.m. – Noon and 1:00 p.m. - 5:00 p.m.**, telephone (360) 794-7666.

Proposers mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals. Any proposal received after the scheduled closing time for receipt of proposals will not be considered and will be returned to the Proposer unopened. Proposals that are delivered to an office other than the office identified above will not be accepted. It is the sole responsibility of the party submitting the RFP response to ensure that the proposal is received at the designated location on or before the deadline.

The proposals received will be held confidential until recommendation for award has been approved. Thereafter, all proposals will be available for public inspection by following the District public records request. The District will be the sole judge in selecting the successful Proposer and reserves the right to reject any or all proposals or to cancel this RFP process.

Questions regarding this RFP may be addressed to Assistant Chief Steve Guptill, during normal business hours at (360) 794-7666 or by email sguptill@snofire7.org.

HUMAN RIGHTS: It is the express policy of the District that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity on the grounds of race, religion, color, national origin, sex, marital status, familial status or domestic partnership, age, mental or physical disability, sexual orientation, gender identity or source of income as provided by Title VI of the Civil Rights Act of 1964 and other federal non-discrimination laws. Consultant agrees to comply with all applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations if awarded a contract by the District.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligations under this contract, Title VI of the Civil Rights Act of 1964, and other federal nondiscrimination laws.

The District is an Equal Employment Opportunity employer. The District operates and maintains Americans with Disabilities Act (ADA) compliant facilities. Reasonable accommodations made upon notification.

INFORMAL REQUEST FOR PROPOSAL (RFP) #2018-1
“Statistical Predictive Call-Load Simulation and Analysis Software”

SECTION 1: BACKGROUND / INTRODUCTION

Snohomish County Fire District #7 hereinafter referred to as “District” or “Fire District” constantly evaluates possible changes in its service delivery model in response to budget constraint scenarios and to improve the efficiency of existing services. The effect of any given change in service delivery is very difficult and time consuming to determine, and often rely on anecdotal information supplied by experienced personnel in the district. In addition, the variables and mathematics involved in predicting the effect of a service delivery change are immense in our system with over 10,000 responses annually. The ability to account for all of these variables and accurately predict effects of change requires an advanced understanding of statistical predictive analytics. Historically, the District has been able to adequately predict the effects of change. However, with the expertise and tools available, these predictions have had increased margins of error and many variables have had to be assumed. In addition, the time investment with a single change analysis has been immense, and the time investment to examine multiple changes simultaneously has been prohibitive. A predictive analysis software package that is specifically tailored to the needs of the fire service would greatly increase Snohomish County Fire District #7’s analytical capabilities.

SECTION 2: SCOPE OF SERVICES

The specifications listed below in Section 3 cover the purchase and delivery of a complete statistical predictive call-load simulation and analysis software package. Section 3.5 of this RFP outlines a list of requirements for the proposed software package.

The software designated in the specifications listed below in Section 3 shall be installed and tested with sample data provided by the District prior to acceptance.

Successful Proposer shall hold their proposal pricing for 120 days to allow the District to evaluate the responses.

Successful Proposer shall provide onsite training to District staff in the operation of the proposed software. It is acceptable for this training to be conducted online via WebEx, GoToMeeting, or a similar technology. Your proposal should include any costs associated with this training and whether it will be conducted on-site or online.

The purpose of this RFP is to assist Snohomish County Fire District 7 in its comprehensive planning endeavors by procuring a dynamic software information product which provides historical performance analyses and predictive analytics for developing, testing, and evaluating the effects of fire service resource changes against existing resource deployment. The successful proposer will provide software product which uses advanced algorithms and geospatial calculations to analyze a variety of input criteria to develop recommended models for deployment of fire apparatus, EMS apparatus, personnel, and stations and shall display the results graphically using ESRI GIS map products and provide metrics of key performance indicators. The software will utilize existing historical incident data and existing geospatial street network data, including current and future impedances to develop ways to change (add, reduce, relocate, fortify) fire resources (apparatus, personnel, fire stations), and allow fire service users to

further manipulate the calculated analytics with theoretical “what-if” scenarios (including, but not limited to other staffing changes, combining of station resources, elimination of stations and apparatus, and modified staffing or assignment arrangements).

SECTION 3: SPECIFICATIONS

3.1 Proposer Qualifications

Proposers shall provide information regarding the training, experience, and certification of the employees that provide the development, training and support for the proposed system.

Proposers shall provide contact information for a minimum of three (3) references who have purchased like systems or services within the past five (5) years.

3.2 Compatibility with District IT infrastructure

The proposed software shall not require the installation or creation of database server infrastructure. It shall be a standalone software package that can be installed on a Personal Computer with an Intel i7-4800MQ CPU, 8 Gigabytes of RAM, 1 Terabyte hard disk, and Microsoft Windows 7 Pro SP1 32 bit operating system.

3.3 Delivery

Delivery of all software components shall be within thirty (30) days from the date of contract execution.

3.4 Project Background and Fire District Demographics

The District is seeking proposals for the purchase of a software package that provides statistical predictive call-load simulation and analysis. This software will enhance the District’s ability to perform accurate and detailed analysis of the predicted effects of changes in its service delivery model.

There are currently eight (8) active fire stations in the District’s system. Analysis must include surrounding agency stations and apparatus due to closest unit automatic aid agreements.

The Fire District’s response area covers an area of approximately 100 square miles with a population of approximately 116,000. This response area includes the City of Monroe, City of Mill Creek and surrounding unincorporated areas of South Snohomish County.

In 2017, the District responded to approximately 11,500 calls for service. These incidents include responses within its jurisdiction as well as automatic aid to neighboring jurisdictions. These responses were largely medical in nature (79%).

On duty apparatus include eight (8) fire engines, two (2) ladder trucks, two (2) battalion chief (BC) vehicles, four (4) medic units (ALS transport), five (5) aid units (BLS transport). Also available are several special purpose apparatus such as tenders, brush trucks, technical rescue vehicle, hazardous materials vehicle that are staffed from the existing on-duty personnel when

needed on an incident scene. Many of the District's stations are cross-staffed depending on staffing levels.

3.5 Functional Requirements

Software must meet the required functional requirements detailed in Addendum #1, Software Functional Requirements. Bidders must complete Addendum #1 in its entirety. Bidders must indicate their products ability to satisfy the specified requirements by marking an "X" in the appropriate column. Each requirement line must be answered by placing an "X" in the appropriate column.

Bidders who do not meet this required functionality are encouraged to bid but must identify the specific functionality that they do not comply with. Such identification must be in the form of an "Exception to Specifications". See below for submittal process.

The response options are;

Standard: By marking Standard the bidder is stating that their software is completely compliant with the specified requirement. Clarifying comments may be added to the comments section to further define the products ability to comply with the specific requirements.

Exception: By marking Exception the bidder is stating that their software is not compliant with the specified requirement. Exceptions must be clearly marked with an "X" in the exception column. Bidder must provide a detailed explanation of each item marked as an exception to describe the products capabilities or limitations with respect to the specified requirement. The description may be added to the comment section or be listed on a separate piece of paper as "Exceptions to Addendum #1 Specifications" and attached to bid packet. Exceptions may be considered if it is determined that they do not adversely impact the District's ability to effectively operate the software, conduct unobstructed analysis or adversely impact the cost to operate the software.

Not Available: By marking Not Available the bidder is stating that their software is not compliant with the specified requirement. Clarifying comments may be added to the comments section to further define the products ability to comply with the specific requirements.

3.6 Configuration and Software Updates

All software configuration options shall be accessible by Fire District staff without the need of successful Proposer intervention. Configuration and technical support shall be included in the initial and continuing maintenance contracts. Installation files shall be provided on DVD or CD. Future software updates can be provided by download or on DVD or CD.

3.7 Installation / Initial Configuration

Initial installation of the software package onto the Fire District's computer will be performed by Fire District staff. This shall not void the warranty or affect the warranty in any way. Successful Proposer's technical personnel will be available by phone to assist if needed. Initial

configuration of the current service delivery and dispatch rule model as well as import of the initial historic call-load data will be performed by Fire District personnel with the assistance of the successful Proposer's technical personnel. This can be done as part of the onsite training.

3.8 Training

The successful Proposer shall provide, at a minimum, between four (4) to eight (8) hours of training in the installation, operation, and configuration of the software. It is acceptable for this training to be conducted online via WebEx, GoToMeeting, or a similar technology. Date(s) and time of training shall be at a time that is mutually agreeable between the District and the successful Proposer.

3.9 Documentation

The successful Proposer shall provide detailed documentation on the installation, operation and configuration of the software. The documentation shall provide, at a minimum, the use and function of each screen with screen shots and examples, detailed information on data import templates, detailed information on configuring service delivery and dispatch rule models.

3.10 Implementation Plan

The successful Proposer shall provide an implementation plan that details the major milestones and the estimated time and steps each will take to complete. These milestones should include:

- Installation
- Configuration
- Training
- Testing

SECTION 4: INFORMATION/INSTRUCTIONS FOR PROPOSERS

4.1 Notice of Intent to Award

All responsive and evaluated Proposers to the RFP will be notified of the District's intent to award an Agreement not less than seven (7) days prior to award. The District will issue a notice of intent to award based on the lowest responsive bidder. The notice of intent to award an Agreement will be directed to the person who has signed the proposal on behalf of the Proposer. If an Agreement is awarded, it will resemble the attached SAMPLE personal services agreement as modified by the District. The District reserves the right to reject any proposed agreement or contract that does not conform to the scope of services contained in this RFP and which is not approved by the Fire District's Attorney.

Agreement: The Agreement shall consist of the following documents: The Informal Request for Proposals (RFP), the successful Proposer's proposal, the Personal Service Agreement, and any agreed upon written changes to any of the foregoing documents. The Agreement documents are complimentary and what is called for in any one document shall be binding as if called for by all.

4.2 Protest Procedures

Any vendor desiring to protest the award of this bid must do so in writing by certified mail. The protest must be directed to Gary Meek, Fire Chief, Snohomish County Fire District 7, at least

four (4) business days prior to award of the bid. Protesters must specify the reason for the complaint citing the law, rule, or the requirements upon which the protest is based.

4.3 Contract Administrator

The District's Contract Administrator for this project is Assistant Chief Steve Guptill, Snohomish County Fire District #7, sguptill@snofire7.org (360) 794-7666.

4.4 Laws of the State of Washington

By submitting a proposal in response to this RFP, Proposer(s) agrees that any terms and conditions stated within any agreement that is awarded as a result of this solicitation shall also comply with all applicable laws of the State of Washington.

Any Agreement awarded and/or purchase order issued as a result of this solicitation shall be governed by the laws of the State of Washington without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under the Agreement shall be in Snohomish County Superior Court. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue. Each party expressly waives the right to a jury trial.

4.5 Incurred Costs

Proposers responding to this RFP do so solely at their expense, and the District is not responsible for any expenses incurred by the person or firm in responding to the RFP.

4.6 Anticipated Schedule: The anticipated schedule is shown below:

January 9, 2018	RFP Issued
January 31, 2018	Proposals due by 4:00 p.m. (PST)
February 7, 2018	Notice of intent to award contract
February 14, 2018	Contract Award

The District reserves the right to change the schedule at any time.

4.7 Human Rights

Proposer hereby agrees that no person shall, on the grounds of race, religion, color, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by consultant. Proposer agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, including Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Federal Aid Highway Act of 1973, Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Executive Order 12898 and Executive Order 13166.

4.8 Debarment of Proposer

The Contract Administrator may debar prospective Proposers from consideration for Agreements for a period of not more than three years if:

- (1) The prospective Proposer has been convicted of a criminal offense as an incident in obtaining or attempting to obtain a public or private contractor subcontract or in the performance of such contract or subcontract;
- (2) The prospective Proposer has been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that currently, seriously and directly affects the prospective proposer's responsibility as a vendor;
- (3) The prospective Proposer has been convicted under state or federal antitrust statutes;
- (4) The prospective Proposer has committed a violation of a contract provision and debarment for such a violation was listed in the contract terms and conditions as a potential penalty. A violation may include, but is not limited to, a failure to perform the terms of a contract or an unsatisfactory performance of the terms of the contract. A failure to perform or an unsatisfactory performance caused by acts beyond the control of the Proposer may not be considered to be a basis for debarment; or
- (5) The prospective Proposer does not carry workers' compensation or unemployment insurance as required by applicable law.

The Contract Administrator shall give written notice of the reasons for the debarment and the proposed length of debarment to the person for whom debarment is being considered. The Proposer shall be given not less than fourteen (14) days to respond to the Contract Administrator in writing. The Contract Administrator shall issue a written decision that states the reason for the action taken and that informs the Proposer of the Proposer's appeal rights.

4.9 Invoicing

Upon monthly invoice, supported by appropriate documentation and description of work completed, and approved by the Contract Administrator, the District will issue partial payments proportional to the work accomplished.

4.10 Award

The District reserves the right to award any contract to the next most qualified Proposer, if the successful Proposer does not execute a contract within fifteen (15) days of being notified of selection.

4.11 Withdrawing Proposal

Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the District the services described in the attached scope of services, or until one or more of the Proposals have been approved by the District administration, whichever occurs first.

4.12 Compliance with Laws

The successful Proposer shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the District harmless against any claims arising from the violation thereof.

4.13 Cooperative Purchasing

It is the intent of this bid document to make available to other local government entities of the State of Washington, and neighboring states, as authorized by Inter-Local purchasing agreements as provided for by RCW 39.34, the right to purchase the same

services/product at the prices quoted for the period of the contract. Therefore, upon award and execution of the contract, the bid unit price and any option prices herein shall remain valid for a period of 1 year from time of bid.

4.14 Proposer's Forms

Any additional forms that the Proposer expects to submit to the District at a later date for signature may not conflict with the intent or specifics of this RFP and, although they will not be evaluated, they must be submitted with your proposal. Any such form must include the Agreement terms identified in this RFP.

Examples of these forms include, but are not limited to, the following:

1. Agreement form(s)
2. Supplemental agreement forms
3. Ordering forms
4. Work order forms
5. Software licensing agreements, if applicable
6. Exceptions to specifications (if any).

Submission of any such forms shall not be considered a waiver or amendment to any RFP requirement and any proposal conditioned upon acceptance of any such forms shall be considered non-responsive. The District in its sole discretion may approve the form, require modifications, or reject the forms.

SECTION 5: PROPOSAL SUBMITTAL REQUIREMENTS

5.1 General Information

Proposers must organize and present their proposal materials in the same order as presented below. Proposals received without following this format and without the required information may be rejected as non-responsive. Special bindings, colored displays, promotional materials, etc. are strongly discouraged. Emphasis should be on complete, concise, and clear content limited to the information requested in the Required Submittal Information.

The District shall have the right to disqualify any proposal as a result of the information gathered in its research whether that information is provided through this RFP process or outside this RFP process.

Proposals shall be submitted by the time and date, at the place and in the manner as described in the RFP.

5.2 REQUIRED SUBMITTAL INFORMATION

Proposals must include, at a minimum, the following sections and be arranged in the following order:

5.2.1 Cover Letter

A cover letter indicating your understanding of the services to be performed and the approach to providing the scope of services and specifications to meet the needs of the District.

5.2.2 **Qualifications and Experience**

Written documentation shall be submitted with your Proposal that states:

1. That you have experience in software based statistical analysis relating specifically to fire service delivery during the last three (3) years.
2. How long you have been in the business, the location of your headquarters, and that you have the ability to provide a software package meeting the stated specifications.
3. The experience and credentials of the qualified representative from your company to provide training.
4. The information regarding the training, experience, and certification of the employees that provide the development, installation and support for the proposed software system.

5.2.3 **References**

You shall provide references with full contact information (Agency / Company Name, Contact, Address, Phone, Fax, Email) for at least three (3) fire departments where the software has been installed and/or statistical services have been provided using the software. These references must be of a similar or larger size to this project scope.

5.2.4 **Technical Specifications**

Your proposal shall describe in detail how your software meets the specifications set forth in Section 3 and Addendum 1 of this RFP. In addition, this part of the proposal shall include a set of technical specifications that consist of a detailed description of the equipment required to run the software and the data points required to perform analysis. These specifications shall indicate the minimum and recommended technical specifications for a personal computer on which the software is to be installed. Your proposal shall provide a list of the minimum and recommended data points needed to perform statistical analysis shall be provided.

5.2.5 **Warranties and Support Agreements**

1. Describe warranty provided as well as length of warranty.
2. Describe extended yearly warranties available and their cost for the next five (5) years.
3. Specify your eight (8) hours a day, five (5) days a week software support capabilities.

5.2.6 **Cost Breakdown**

You shall provide a complete cost breakdown of the quoted price. Breakdown shall include, but may not be limited to: Software package(s), installation and configuration support, maintenance and training services.

Specify in a pricing sheet, pricing for single year support and estimated costs for four (4) additional years of support, specifying the specific bases for annual cost increases, if any. To be responsive to this RFP and to ensure fairness to all bidders, bids must be balanced in accordance with normal commercial pricing. In that regard, it is recognized that the upfront costs for the software should be significantly greater than annual support costs. A pricing sheet that suggests the initial software costs have been

underpriced and that such undervaluation will be recouped through abnormally high support costs will be considered an “unbalanced” bid and will be rejected as nonresponsive

SECTION 6: PROPOSAL SELECTION PROCESS AND EVALUATION CRITERIA

6.1 Demonstration

If requested, each proposer shall provide a demonstration of software capabilities to District staff as provided herein to ensure compliance with the specifications. It is acceptable for this demonstration to be conducted online via WebEx, GoToMeeting, or a similar technology. Demonstrations should address, at a minimum, compliance with the requirements in section 3.5 and Addendum 1 of this RFP. Demonstrations will be scheduled after the closing of this RFP, on a date and time that is mutually agreeable to both the District and proposer and shall be no more than two (2) hours in length.

Neither the District nor its agents shall be responsible for any costs incurred by any Proposer as a result of preparing a proposal or presentation in response to this RFP process.

6.2 Evaluation Criteria

A selection committee, comprised of the District staff, will be used for the purposes of evaluating all proposals received by the time and date set for receipt of proposals

The District will evaluate the proposals based on the following evaluation criteria.

- Responsiveness to the requirements set forth in this RFP
- Cost Breakdown per Section 5.2.6

In accordance with RCW 39.04.270, the award shall be made to the qualified bidder whose proposal is most advantageous to the District with price and other factors considered. The municipality may reject any and all proposals for good cause and request new proposals.

SECTION 7: INSURANCE

The Proposer shall not commence work under this Agreement until they have furnished the District with satisfactory proof of the insurance specified herein:

- A. Insurance - Maintain such casualty insurance as will protect the Proposer and District from any and all claims which may arise from operations under this Agreement or in connection therewith, including all operations of subcontractors. Insurance shall provide limits **not less than \$2,000,000 combined single limits comprehensive general liability or commercial general for bodily injury, personal injury and property damage**, and automobile liability coverage, if the District specifications require the Consultant to drive, in not less than the same limits for bodily injury and property damage.

Maintain such professional liability insurance as will protect the Consultant and District from any and all claims which may arise from operations under this Agreement or in connection

therewith, including all operations of subcontractors. Insurance shall provide limits **not less than \$1,000,000 combined single limits to cover damages caused by error, omission, or negligent acts related to professional services** provided under this Agreement.

Such insurance shall be without prejudice to coverage otherwise existing, **and shall name as additional insured Snohomish County Fire District #7, its Officers, Agents, and Employees.**

APPENDIX C

SAMPLE AGREEMENT

SERVICES AGREEMENT

This Agreement is made between:
SNOHOMISH COUNTY FIRE DISTRICT #7,
A Washington municipal corporation
("District")
and

("Provider")
for
""

1. PROVIDER'S OBLIGATIONS

- 1.1. Provide, as set forth in the "SUPPORTING DOCUMENTS" attached hereto and, by this reference, incorporated herein. Provider expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. These tasks and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be referred to as "Work".
- 1.2. Provider shall obtain and maintain during the term of this Agreement and until District's final acceptance of all Work performed hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for Bodily Injury and Property Damage.
 - 1.2.1. The insurance required in this Article shall include the following coverages:
 - Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;
 - Automobile Liability.
 - 1.2.2. Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:
 - Name as additional insured "Snohomish County Fire District #7, Washington, its officers, agents and employees" with respect to claims arising out of Provider's Work under this Agreement;
 - Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
 - Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
 - Provider shall immediately notify the District of any change in insurance coverage
 - Provider shall supply an endorsement naming the District, its officers, employees and agents as additional insureds within sixty (60) days of the Effective Date of this Agreement; and
 - Be evidenced by a certificate or certificates of such insurance approved by the District.
- 1.4 Provider agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Provider. Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

2. DISTRICT'S OBLIGATIONS

- 2.1 District shall pay Provider the sum of \$ as provided herein as full compensation for Provider's performance of the work specified in the SUPPORTING DOCUMENTS.

- 2.2 In no event shall Provider's total of all compensation and reimbursement under this Agreement exceed the sum of \$ not to exceed without express, written approval from the District official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize work exceeding this maximum sum, and that any authorization from the responsible official must be in writing. Provider further acknowledges that any work done or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

3. GENERAL PROVISIONS

- 3.1 Provider is an independent contractor and not an employee or agent of the District for any purpose.
- 3.2 Provider is not entitled to, and expressly waives all claims to District benefits such as health and disability insurance, paid leave, and retirement.
- 3.3 Provider shall not assign, subcontract or sublet any interest in this Agreement.
- 3.4 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.
- 3.5 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
- 3.6 Any provision which is not intended to, or which cannot, be performed prior to the termination of this Agreement shall survive the termination
- 3.7 This Agreement shall be governed by the laws of the State of Washington without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in Snohomish County Superior Court. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue. Each party expressly waives the right to a jury trial.
- 3.8 Provider shall defend, save, hold harmless and indemnify the District and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Agreement.
- 3.9 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 3.10 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Provider and the District set forth in this Agreement.

4. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY

- 4.1 All Work product produced in furtherance of this Agreement belongs to the District and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the District. Provider retains no right, ownership or title in any copyright, patent, trademark, proprietary or any other protected intellectual property right resulting from the Work under this Agreement.

5. SUPPORTING DOCUMENTS

- 5.1 The following documents are, by this reference, expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"
- The District's Informal Request for Proposals #(or other document, however named, which constituted the District's written request or invitation to submit proposals), together with any documents incorporated by reference therein.
 - The Provider's complete written Proposal dated _____.

- 5.2 This Agreement and the SUPPORTING DOCUMENTS shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the SUPPORTING DOCUMENTS. In the event of conflict between provisions of two of the SUPPORTING DOCUMENTS, the several supporting documents shall be given precedence in the order listed in Article 5.1.

6. REMEDIES

- 6.1 In the event Provider is in default of this Agreement, District may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
- 6.1.1 Termination of this Agreement;
 - 6.1.2 Withholding all monies due for Work and Work Products that Provider has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
 - 6.1.3 Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
 - 6.1.4 Exercise of its right of setoff.
 - 6.1.5 These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 6.2 In the event District terminates the Agreement, or in the event District is in default, Provider's sole monetary remedy shall be:
- 6.2.1 With respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and
 - 6.2.2 With respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by District, less previous amounts paid and any claim(s) that District has against Provider.
 - 6.2.3 In no event shall District be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider shall pay immediately any excess to District upon written demand provided.

7. TERM AND TERMINATION

- 7.1 Term
- 7.1.1 Unless terminated as provided in 7.2, this Agreement shall be effective from the date of execution on behalf of the District as set forth below ("Effective Date"). The Work shall be completed within 30 days after the Effective Date.
- 7.2 Termination
- 7.2.1 The District may, upon 10 days written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion, in which case Provider shall be compensated for that percentage of the Work completed prior to issuance of the notice of termination.

8. NOTICE

- 8.1 Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed at the address or facsimile number set forth below:

If to the District:
Snohomish County Fire District #7
Attn: Assistant Chief Steve Guptill
Address: 163 Village Court
Monroe, WA 98272

If to Provider:
Providers Company Name
Attn: Providers Project Manager
Address
District, State, Zip
Fax #

9. WAIVER OF BREACH

9.1 One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

Snohomish County Fire District #7, WASHINGTON

[Type PROVIDER in caps]

By: _____
Gary Meek, Fire Chief

By: _____
[Type Signer's name or title:]

Date: _____

Printed Name: _____

Title: _____

Date: _____