



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of the last signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the Service Provider identified in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing services to the City as set forth in this Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

BASIC PROVISIONS	
Service Provider	Darkhorse Emergency LP
	10139 81 Avenue NW
	Edmonton, AB T6E 1W9
	craig.hiltz@darkhorseanalytics.com
City Project Manager	Dave DeMarco
	City of Everett – Fire Department
	2801 Oakes Avenue
	Everett, WA 98201
Brief Summary of Scope of Work	DDemarco@everettwa.gov
	Conduct a Community Risk Assessment and Standards of Cover for the Everett Fire Department
Completion Date	June 30, 2026
Extension Provision	N/A

BASIC PROVISIONS	
<b>Maximum Compensation Amount</b>	\$114,000.00 – of which \$60,000.00 is for the Community Risk Assessment & Standards of Cover and \$54,000.00 is for Optional Additional Services
<b>Exhibits</b>	<p>Exhibit A: Form 4.01 Supplier Commitment Form dated 3/24/2025</p> <p>Exhibit B: Darkhorse Emergency Response dated 3/24/2025</p> <p>Exhibit C: Request for Proposal #2025-002 Community Risk Assessment &amp; Standards of Cover</p>
<b>Service Provider Insurance Contact Information</b>	Carly Cust
	780-930-5760 ext. 85760
	Carly.cust@nfp.ca
<b>Additional Provision(s)</b>	<p>Section 11.G is deleted. Service Provider is a Canadian Company. The Service Provider will not have any employees physically present in Washington state for the work.</p>

<p><b>State Retirement Systems (must answer both questions)</b></p>	<p>Does Service Provider have 25 or more employees?</p> <p><b>Answer: Yes</b></p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p><b>Answer: N/A - Service Provider has 25 or more employees</b></p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
<p><b>Willful Wage Violation Certification</b></p>	<p>By signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider’s signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. An untrue certification by Service Provider is a material breach and cause for Agreement termination.</p>

## END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

**CITY OF EVERETT  
WASHINGTON**



Cassie Franklin, Mayor

**06/18/2025**

Date

ATTEST



Office of the City Clerk

**Darkhorse Emergency LP**

Signature: \_\_\_\_\_

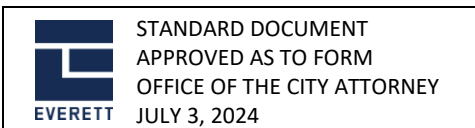


Name of Signer: Craig Hiltz

Signer's Email Address: craig.hiltz@darkhorseanalytics.com

Title of Signer: VP of Sales and Marketing

**06/18/2025**



**ATTACHMENT**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(GENERAL PROVISIONS v.101524)**

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the exhibit(s) to this Agreement. The work so described is hereafter referred to as “Work”.
  - A. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
  - B. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work. Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement, unless the to-be-included term or condition is specifically referenced in the “Additional Provision(s)” portion of the Basic Provisions.
  - C. Work or requirements described in a scope of work document attached as an exhibit to this Agreement in aspirational or preferential terms (such as “it is desired that Supplier will,” “it is preferred that Supplier will” or similar language) is deemed to be mandatory, unless otherwise provided in the “Additional Provision(s)” portion of the Basic Provisions.
  - D. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider, except that the following provisions in the Basic Provisions shall always govern: the Completion Date, the Maximum Compensation Amount, the Extension Provision, and the Additional Provisions.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Any reuse by the City of these reports, drawings, plans, specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a “Work For Hire” as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a “Work For Hire” under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.

3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions. The Completion Date may be extended as set forth in the Basic Provisions.
4. **Compensation.**
- A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
  - B. Service Provider shall be paid such amounts and in such manner as described in the exhibit(s) to this Agreement.
  - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for Service Provider.
  - D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
  - E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.
5. **Method of Payment.**
- A. To obtain payment, Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.
  - B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions or to an address designated by the City Project Manager in writing.
6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to

the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date"). The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.
8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.
9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's obligations under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW

4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive termination of this Agreement.

#### 11. **Insurance.**

- A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
  - 1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.
  - 2. Commercial General Liability (CGL) Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
  - 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
  - 4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above CGL and auto liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.

- C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
  - D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
  - E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements of this Section. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Service Provider's obligations to fulfill the requirements of this Section.
  - F. If the Professional Errors and Omissions Insurance is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
  - G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
  - H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.
12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

**13. Independent Contractor.**

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
  - (1) Service Provider is free from control or direction over the performance of the service; and
  - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
  - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
  - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
  - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
  - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.
- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder

insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.

- E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws/Prevailing Wages.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW, all wages to workers, laborers, or mechanics employed in the performance of such work shall be not less than prevailing wages under chapter 39.12 RCW. State of Washington prevailing wage rates published

by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address: <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevaling-wage-rates/>, and the effective prevailing wage date is the same date as the date of last signature on this Agreement. A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at City of Everett Procurement, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request.

19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
- A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
  - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto of either party will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS  
(v.101524)**



STANDARD DOCUMENT  
APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY  
OCTOBER 15, 2024

**EXHIBIT A**  
**FORM 4.01 SUPPLIER COMMITMENT FORM DATED 3/24/2025**  
**(ATTACHED)**

**FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION**  
**REQUEST FOR PROPOSAL #2025-002**  
**COMMUNITY RISK ASSESSMENT & STANDARDS OF COVER**


Company Name: Darkhorse Emergency LP.		
Company Address: 10139 81 Avenue NW		
City: Edmonton	Province: Alberta	Postal code: T6E 1W9
Tax ID #: 1044377550	UBI #: 605-802-348	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship. Limited Partnership		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number:		
Website: <a href="https://darkhorseemergency.com/">https://darkhorseemergency.com/</a>	City of Everett Business License # N/A - Pending	
Supplier Contact Name (if different from Authorizing Official): Jon Billiau	Supplier Contact Title: Director of Client Success	
Supplier Contact Email: jon@darkhorseemergency.com	Supplier Contact Direct Phone: 780-707-7271	
Supplier Contact Address (if different from above): Same as above		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for sixty (60) days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name: Craig Hiltz	Authorizing Official Title: VP, Business Development
Authorizing Official Email: craig.hiltz@darkhorseemergency.com	Authorizing Official Phone: 780-297-3285
Authorizing Official Signature and Date:  03 / 24 / 2025	

**EXHIBIT B**  
**DARKHORSE EMERGENCY RESPONSE DATED 3/24/2025**  
**(ATTACHED)**



**DARKHORSE**  
EMERGENCY

# **Proposal for COMMUNITY RISK ASSESSMENTS & STANDARDS OF COVER**

---

Everett Fire Department

March 2025

Everett Fire Department | Request for Proposal:  
**COMMUNITY RISK ASSESSMENTS & STANDARDS OF  
COVER**



**DARKHORSE**  
EMERGENCY

**Proponent**

Darkhorse Emergency LP

**Address**

10139 81 Avenue NW, Edmonton, AB  
T6E 1W9

**Jurisdiction of Legal Organization**

Nevada, United States

**Date of Legal Organization**

2023

**Key Contact Person**

Chad Ouellette

519 562 2563

Chad@Darkhorseemergency.  
com

**Website**

[www.darkhorseemergency.com](http://www.darkhorseemergency.com)

[www.darkhorseanalytics.com](http://www.darkhorseanalytics.com)

Darkhorse Emergency having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing and in response thereto, hereby submits the enclosed Proposal.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form.

A handwritten signature in black ink, appearing to read 'D. Haight', is written over a horizontal line.

Signature of Authorized Signatory for the Proponent

Daniel Haight, President

March 27, 2025

Date

# Cover Letter

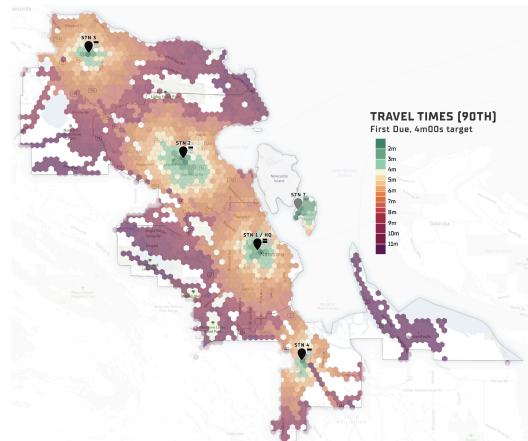
Dear Bert Cueva and The Everett Fire Department (EFD) Team,

Darkhorse Emergency is pleased to submit our proposal in response to your Request for Proposal for Community Risk Assessment and Standards of Cover Services. Darkhorse Emergency (Dhe) is an industry-leading fire analytics and data visualization company combining critical skill sets unmatched in the world of fire analytics. With over 15 years of consulting experience, we are confident in our ability to generate a world-class Community Risk Assessment and Standards of Cover.

As a modern emergency services organization, you need insights that are rigorous and evidence-based but also realistic and actionable. At Darkhorse, we pride ourselves in sifting through the data to find the insights that bring clarity to the obscure and provide simple recommendations that can be set into action.

Our approach to conducting a Community Risk Assessment and Standards of Cover aligns with the recommendations of the Center for Public Safety Excellence (CPSE) and also brings in state and national best practices. We have worked with over thirty fire and emergency services organizations and are deeply familiar with applying national standards such as the National Fire Protection Association (NFPA), the Commission on Fire Accreditation International (CFAI), and specifically for Everett, the Washington Survey and Ratings Bureau (WSRB) rating strategies.

What sets us apart from other consulting firms is our bespoke software, which provides comprehensive data analysis, world-class visualizations for effectively communicating data, and predictive modelling to identify root causes of performance and optimize deployment. Our team has developed unique algorithms and data analysis tools that are not available from any other provider in the industry, which allows us to deliver unparalleled insights and recommendations to our clients.



We are excited about the possibility of partnering with EFD. Our combination of analytical rigor, in-depth industry expertise, innovative software tools, and understanding of Washington state fire service requirements positions us as the ideal team to meet your needs for this important assessment.

Sincerely,

Daniel Haight

President, Darkhorse Emergency

# Table of Contents

4.01 Supplier Commitment and Information_____	6
4.02 Price Sheet_____	7
4.03 Questionnaire_____	8
4.03.1 Qualifications and Relevant Experience_____	8
4.03.2 Technical Capability, Approach, and Capacity_____	25
4.03.3 Communication, Customer Services, and Training_____	36
4.03.4 Risk, Performance, and Quality Assurance_____	38
4.04 Certificate of Non-Debarment/Suspension_____	45

**FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION**  
**REQUEST FOR PROPOSAL #2025-002**  
**COMMUNITY RISK ASSESSMENT & STANDARDS OF COVER**


Company Name: Darkhorse Emergency LP.		
Company Address: 10139 81 Avenue NW		
City: Edmonton	Province: Alberta	Postal code: T6E 1W9
Tax ID #: 1044377550	UBI #: 605-802-348	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship. Limited Partnership		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number:		
Website: <a href="https://darkhorseemergency.com/">https://darkhorseemergency.com/</a>	City of Everett Business License # N/A - Pending	
Supplier Contact Name (if different from Authorizing Official): Jon Billiau	Supplier Contact Title: Director of Client Success	
Supplier Contact Email: jon@darkhorseemergency.com	Supplier Contact Direct Phone: 780-707-7271	
Supplier Contact Address (if different from above): Same as above		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for sixty (60) days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name: Craig Hiltz	Authorizing Official Title: VP, Business Development
Authorizing Official Email: craig.hiltz@darkhorseemergency.com	Authorizing Official Phone: 780-297-3285
Authorizing Official Signature and Date:  03 / 24 / 2025	

**FORM 4.02 PRICE SHEET**  
**REQUEST FOR PROPOSAL #2025-002**  
**COMMUNITY RISK ASSESSMENT & STANDARDS OF COVER**

Supplier Name: Darkhorse Emergency LP.

**Prices must include providing all services as detailed in the Scope of Work.**

1. Complete the price sheet.
2. The project will be paid based on milestones. Provide a firm fixed, not to exceed, lump sum amount for the entire report then provide a breakdown cost for each deliverable. As each deliverable is completed, this is the amount that will be paid for completing the milestone.
3. Clearly identify any services mentioned in your response that are not included in your proposed fee, such as services that would be an additional expense.

A. Community Risk Assessment & Standards of Cover	Firm Fixed, Not To Exceed	USD \$60,000
---	---------------------------	-----------------

Task Breakdown	# of hours for task	Cost
Deliverables: Stakeholder Engagement	50	\$ 12,500
Deliverables: Analysis of Data Points	82	\$ 20,500
Deliverables: Draft report to the Fire Chief	40	\$ 10,000
Deliverables: Final report and recommendations	48	\$ 12,000
Deliverables: Source shapefiles of community risk data in a GIS format.	20	\$ 5,000

<b>B. Optional Additional Services</b> Provide hourly rates for additional applicable services that your firm can provide. List staff or positions to be utilized, their hourly rates, estimated hours for each position, and any other associated costs. While hours are estimated, any rates provided must remain in place for the duration of the contract.
---

Deliverable:	# of hours for task	Cost
Provide assistance to present information and conclusions of the report to city leadership. Executive support during presentations by Darrell Reid, Ex CAO and Fire Chief @\$300/hour	10	\$ 3,000
<b>Option 1: Annual subscription to HQ</b> , giving the department the ability to monitor and hold themselves accountable to the strategies being adopted as part of the project analysis.	N/A	\$ 10,000
<b>Option 2: Full Darkhorse Platform subscription</b> with Response app (HQ, Diagnostics, Deployment) and Risk app. The full suite of Darkhorse data analysis tools that provides a living SOC/CRA for ongoing insights, analysis, and monitoring.	N/A	\$ 41,000

## 4.03 Questionnaire

### 4.03.1 Qualifications and Relevant Experience

**A: Briefly describe your company. Include how long the company has been in business.**

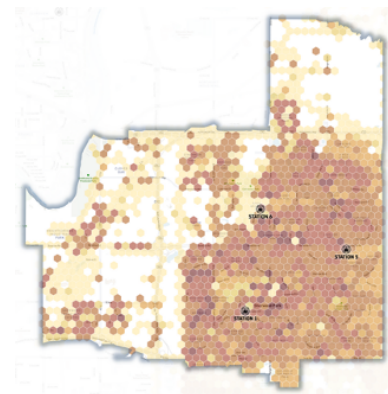


Darkhorse Emergency helps public safety organizations develop and nurture analytical capabilities with a mission to raise the level of decision-making within the industry. Spun out of a research institute at the University of Alberta in 2008, Darkhorse Emergency has been in business for 17 years, providing specialized analytics and consulting services to fire and emergency service organizations across North America. As a privately-held Canadian corporation with 25 employees based in Edmonton, we combine deep consulting expertise with bespoke software solutions specifically designed for the fire and EMS sector.

**B: Describe the qualifications of your company, its business experience, and achievements.**

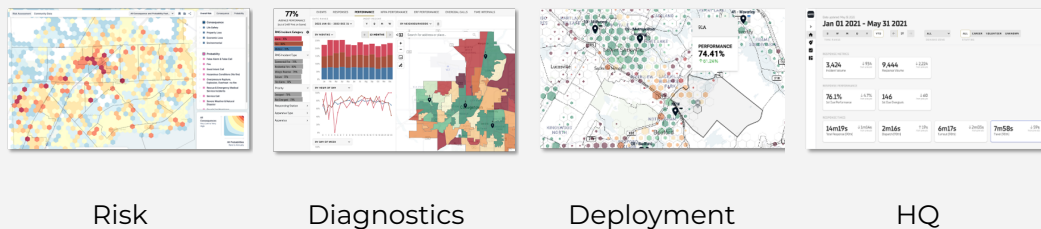
Darkhorse Emergency brings unparalleled expertise in fire analytics and strategic planning with a proven track record of delivering actionable insights to over fifty fire and emergency services organizations. Our team includes ex-Fire Chiefs, Management Consultants as well as Certified Analytics Professionals, Senior Fire Analysts, and Software Developers, with a combined experience in emergency services of over 100 years.

The cornerstone of our capabilities is our proprietary Darkhorse Platform, a suite of advanced analytical software tools specifically designed for fire and EMS agencies. This platform consists of two integrated components:



- **Response:** Our living Standards of Cover tool that allows for monitoring key performance indicators, deep data exploration and root cause analysis, and predictive station planning and resource optimization.
- **Risk:** Our living Community Risk Assessment tool that brings together over 50 clean and validated datasets into one consolidated view of risk in your community. Aligned to CPSE, it meets all the needs for accreditation and continued actionable decision making.

### The Darkhorse Platform



Unlike generic business intelligence tools, our software incorporates fire-specific algorithms developed through academic research and refined through real-world application, enabling departments to visualize performance, test deployment scenarios, and make data-driven decisions with unprecedented accuracy. These tools have been recognized as best practices by the Western Fire Chiefs Association and align with NFPA and CFAI frameworks. These tools have been successfully adopted by major metropolitan cities including Toronto, Vancouver, Spokane, Raleigh and numerous other fire departments across North America.

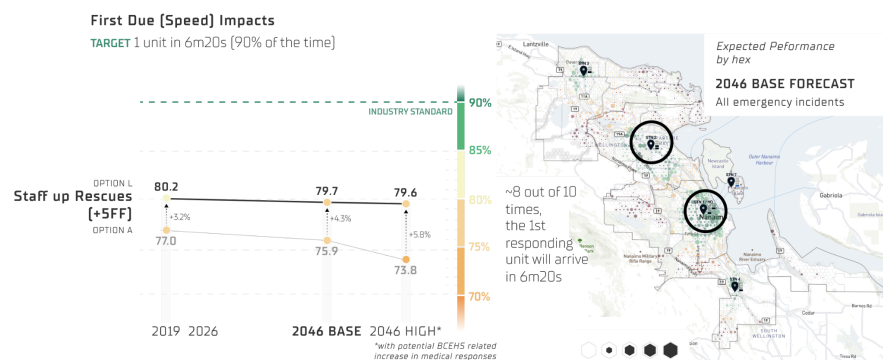
Finally, our data visualization work has received multiple global awards and has been highlighted in national data projects involving research partners like Harvard, Brown University and Texas A&M. Most notably, our modeling predictions have consistently matched real-world outcomes within 1% accuracy when clients implement our recommendations.

**C. Describe your firm's experience in conducting Community Risk Assessments and Standards of Cover for Fire Departments. Specifically, address your company's experience with Washington Survey and Ratings Bureau (WSRB) rating strategies, National Fire Protection Association performance measures (NFPA), and the Commission on Fire Accreditation International (CFAI).**

Darkhorse Emergency has extensive experience developing Master Plans, Community Risk Assessments and Standards of Cover for fire departments of various sizes across North America. Most recently we've completed a Masterplan and Community Risk Assessment for Raleigh, NC and a large Needs Assessment study for Vancouver, Canada.

Our work with Washington-based departments includes Snohomish Regional Fire & Rescue, Spokane Fire Department, Central Pierce Fire & Rescue, and Central Kitsap Fire & Rescue, which has given us deep familiarity with local challenges and Washington Survey and Ratings Bureau (WSRB) rating strategies and requirements.

Darkhorse Emergency is recognized by partners such as the Western Fire Chiefs Association and are regular contributors to the CPSE University. As thought leaders and innovators in next-generation fire service decision-making, we pride ourselves on being connected to the very best and brightest in the fire service community.



The projects listed below demonstrate the team's experience in emergency services analytics. But more importantly, they have proven results in the real world. In several projects, clients have implemented the recommendations and then tested the accuracy of the predictions. The results are typically within 1% of what was forecasted.

**Table 1: Summary of Emergency Services projects in the past 5 years**

Client	Objective	Approach	Outcome
Raleigh Fire Department	Develop a Standards of Cover and Strategic Masterplan	Implemented Darkhorse Platform and rigorous data analysis and a comprehensive need assessment	Identified comprehensive recommendations and 25 year budget forecast of recommendations
Vancouver Fire and Rescue Services	Develop a comprehensive gap and future state analysis to support Masterplan	Benchmarking, stakeholder engagement (Elevate), historical data analysis, forecasting, and optimization modeling.	Near complete adoption of recommendations resulting in substantial growth in front-line fire resources as well as training, mental health, and analytics management team members.
Spokane Fire Department	Develop a capital plan and budget including station location analysis	Root cause analysis of performance and historical data, creating a thirty-year spatial call forecast, assessment of station and facilities and scenarios for station locations	Identified 15 scenarios of station locations and a 20-year roadmap for station construction and replacement.
Strathcona County Emergency Services	Create a CRA/SOC and strategic Masterplan	All-hazard approach to Community Risk and strategic masterplan	Developed an innovative way to CRA/SOC together with fire leadership and identified strategic priorities.
Unified Fire Authority / Unified Fire Service Area	Identify the optimal location of the next station for 17 municipalities. Help UFA present to Mayors and Councils	Evaluation of historical data, a ten-year spatial call forecast, station location optimization	Identified the optimal locations, their impact on performance and their utility 10 years in the future.
Toronto Fire Service	Help transition TFS to analytically-driven planning by implementing	Current state analysis; diagnostic analysis; modeling & forecasting; scenario development;	Identified the value of improved alarm handling and turnout times; Quantified the importance of availability; Delivered diagnostic and

	predictive modeling software	software deployment and training	station location software to allow the service to simulate future station reconfigurations.
Pierce County Fire	Use analytical insights to facilitate the cooperation and regionalization between services	Brought in data from 5 different departments and analyzed service delivery opportunities and gaps	Further collaboration between the 5 departments and a higher level of data usage, as well as the creation of 30 new dispatch zones
Leduc County SOC	Create an SOC and Station Location analysis	Using our bespoke deployment analyzer software, we created a custom SOC that was adopted by all executive stakeholders.	Leduc county deployed their SOC in the community, resulting in a higher transparency and aligned community expectations
Burnaby Fire Department	Develop a comprehensive gap and future state analysis to support strategic planning	Benchmarking, stakeholder engagement (Elevate), historical data analysis, forecasting, and optimization modeling.	Identified optimal station location and resource requirements for a 20yr outlook.  Identified organizational needs from leadership to operations.
Abbotsford Fire	Validate and refine its station plan, plus evidence-based recommendations to support the master plan efforts	Current state analysis; diagnostic analysis; modeling & forecasting; scenario development; software deployment	Provided the best location for new full-time station(s) at present and in the future. Established the number of optimal stations to maintain performance over the next 35 years.
Kelowna Fire	Develop more accurate growth and drive time models that will better support station planning	Current state analysis; diagnostic analysis; modeling & forecasting; scenario development; software deployment	Identified heavier workloads than comparable cities. Recommended new station location to improve first responder and ERF performance.
Hamilton Paramedic Service	Predictive analytics study to support the 10 year strategic plan	Current state analysis, establish performance benchmarks, diagnostic analysis, modeling & forecasting, station and deployment optimization, scenario development	Established performance targets set and Station Location optimizations provided.

**D. If awarded this contract, who are you proposing to be the project manager? What is their experience with this work and other aspects pertinent to this project? What are their years of experience, years in the industry, and years with the firm? Provide a list of three major projects that the person has been involved in and their role in those projects.**



Darrell Reid will serve as the principal engagement leader. Darrell is the Vice President of Strategy at Darkhorse Emergency, bringing over 35 years of public service experience and 20+ years of senior leadership experience to this role. Darrell's prior leadership experience includes Chief Administrative Officer for Strathcona County, Alberta, Fire Chief of Vancouver Fire & Rescue Services, COVID-19 Task Force leader for the City of Vancouver, Deputy Fire Chief for Toronto Fire Services, and Fire Chief for Strathcona County Emergency Services.

Having served as both a Fire Chief in multiple jurisdictions and as a Chief Administrative Officer, Darrell possesses a unique blend of operational fire service expertise and analytical decision-making capabilities.

Darrell has been collaborating with Darkhorse Emergency since 2017, and in a full-time capacity as the VP of Strategy since February 2025, where he specializes in connecting emergency services clients with data-driven analytics. His perspective is uniquely valuable as he's worked directly with Darkhorse as a client during his tenure at Vancouver Fire Rescue Services, Toronto Fire and Strathcona County, allowing him to wear the hat of both consultant and fire chief, as well as understanding the council executive perspective.

Three major projects Darrell has been involved with include:

1. **Vancouver Fire Rescue Services Needs Assessment** - As Fire Chief, Darrell led the implementation of Darkhorse's comprehensive needs assessment, working as a client with the Darkhorse team. This experience provides him invaluable insight into how to effectively deliver analytics solutions that fire chiefs can successfully implement. The

project resulted in substantial growth in front-line fire resources, training, mental health, and analytics management team members. Later, Darrell would be on the delivery side with Darkhorse as they work to deliver a second round 8 years later.

2. **Strathcona County Community Risk Assessment and Masterplan -**

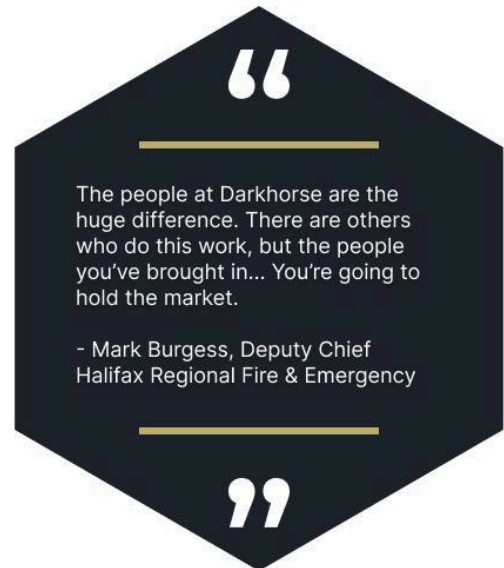
Darrell was on the executive client side while Darkhorse delivered this work. As CAO for one of Canada's most complex municipal administrations, Darrell oversaw nineteen departments including Strathcona County Emergency Services, managing 2400 staff and an operating budget of over \$300 million. This executive-level municipal experience gives him a deep understanding of how risk assessment and Standards of Cover recommendations need to align with broader municipal priorities and budget processes.

3. **Emergency Services Academy**

**Leadership** - As President and

Founder of one of Canada's largest private vocational colleges for paramedicine and fire services, Darrell has developed extensive expertise in training program development, competency standards, and policy frameworks. This background strengthens his ability to assess training needs, operational requirements, and strategic planning for fire services through the lens of professional development.

Darrell's unique combination of perspectives from fire service leadership, municipal executive experience, and consulting gives him an exceptional ability to bridge the analytical aspects of the Community Risk Assessment with the practical operational needs and political realities of the Everett Fire Department. He understands firsthand how to translate technical data into compelling recommendations that gain support from all stakeholders.



**E. Provide names, tenure, roles, and responsibilities for each key team member.**



**Jon Billiau**

**VP, Consulting & Customer Experience**

Role: Lead Consultant

Jon has been a trusted advisor and managing consultant to Executives and Fire Chiefs for over fifteen years. With experience advising over 50 Fire and EMS clients in resource optimization, CRA/SOC projects, and strategic masterplan consulting; Jon is a cross-functional strategic advisor specialized in analyzing complex systems.

Jon has advised and delivered large CRA, SOC and Masterplan projects at Vancouver, Raleigh, Toronto, Strathcona, Pierce County. Previously he worked as a Manager at Ernst & Young and has worked with clients such as the Government of Alberta, Grant MacEwan, City of Edmonton, Alberta Health Services. He brings a passion of getting to the root of issues leveraging both quantitative and qualitative data.

**Knowledge**

Extensive experience analyzing and benchmarking complex Fire and EMS organizations, operating models and service delivery models.

**Professional qualifications**

Msc, Chartered Human Resources Professional (CPHR), PROSCI Change Management

**Relevant experience**

Central Pierce Fire & Rescue, Kitsap County, Vancouver Fire and Rescue, Dubuque Fire Department, Halifax Regional Fire Emergency, Strathcona County Emergency Services, Toronto Fire Services, Leduc Fire Services, Utah Unified Fire Authority and dozen others



**Daniel Haight**

**President and CEO**

Role: Strategist and Overwatch

Daniel Haight, President and co-founder of Darkhorse Emergency, has 20 years of consulting and 15 years of project management experience. Daniel was previously the Managing Director of the Centre for Excellence in Operations at the University of Alberta and he spearheaded its research into emergency services modeling. He has developed modeling solutions and analysis training programs for emergency services clients, has spoken at national emergency services conferences, and is recognized as an expert in the field of emergency services modeling. His work has been published in the Journal of Emergency Medical Services and INFORMS. Before joining the University, he was a consultant at Mercer Management Consulting in Toronto.

### Knowledge

Fire operations; industry landscape and norms; data science; management consulting

### Relevant experience

Has developed solutions for over three dozen Fire and EMS clients

### Professional qualifications

Certified Analytics Professional (CAP)



**David Woodruff**

### Senior Analyst

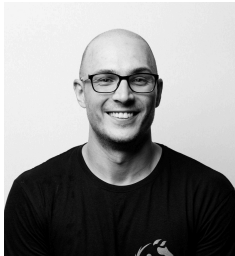
David excels at making data more approachable and applying it for the public good. He has worked on projects with Vancouver Fire & Rescue Services, Volusia County, McKinney, Odessa, and multiple other fire departments. Before working at Darkhorse, he designed and managed databases for public-sector organizations for over 6 years, landing in the paper with his innovative approaches. David is driven by the big challenges, whether it's informing government budgets or cycling in the Canadian wilderness.

### Knowledge

Diagnostics; Call demand forecasting; Deployment optimization

### Relevant experience

Vancouver Fire & Rescue Service, Kelowna Fire Department, Strathcona County Emergency Services



**Marko Szmihelksy**

### Senior Analyst

Marko joined Darkhorse in 2022 as an analyst, coming from a background in data analytics and QA/QC in the Earth Sciences. He has brought a keen eye for anomalies and hidden stories in data to projects with Halifax Regional Fire & Emergency, Poudre Fire Authority and Clackamas Fire District. Before coming to Darkhorse, he worked on applying machine learning and other statistical methods to geochemical data, where he developed a strong skillset translating cryptic data trends into real-world results. Marko holds an MSc from Memorial University of Newfoundland and a BSc from the University of Alberta.

### Knowledge

Diagnostics; Call demand forecasting; Deployment optimization

### Relevant experience

Spokane Fire Department, Eugene Fire Department, Halifax Regional Fire & Emergency, Poudre Fire Authority, Clackamas Fire District, amongst others

## **F. Do you have any representatives in Washington State or the Northwest Region?**

While the majority of our business is held in the US, a lot of our representatives reside in Western Canada. Travel to Washington is relatively straightforward. We also have a strong market presence in Washington with longstanding clients.

## G. What characteristics most distinguish your organization from your competitors?

### Our Point of View

We are not like most consultants.

**We specialize in Fire and EMS.** Unlike generic consulting firms, Darkhorse Emergency solely works with Fire and EMS clients. We speak the language of fire, are intimately familiar with standards such as NFPA and CPSE, and can share best practices across our client spectrum. We are often told by our clients how much they appreciate a partner who understands the intricacies of fire operations.



**We believe in clear, visual communication.** Communication with councillors and other stakeholders requires them to not only understand but to be moved to action. We are award-winning visual designers, who specialize in making data come to life. You won't find any complex tables or dated 3D pie charts in our materials, but simple, clean designs that bring clarity to the complex.

**We believe in evidence-based decision-making.** Our models have been developed in academia and backed by science. We use 3-5 years of RMS/CAD data, filtered and cleaner, to create customized and local-level forecasts and estimates to create a robust and accurate predictive analytic model.

**We believe reports should be actionable, and easy to understand.** Too often, reports are bloated 400-page documents that confuse more than clarify. For this reason, they often sit on the shelves, without driving forth any actions. We believe in getting to the heart of issues and issuing clear, actionable reports that leadership is eager to put to work.

**We use custom software.** Over the years of conducting analysis for Fire Departments, we have created a best in class analytical software called the **Darkhorse Platform**. This tool ingests your Fire and EMS CAD and RMS data and brings it together into a clean data set for analysis. This powerful tool allows us to quickly diagnose what is happening in your area, and visualize performance improvement scenarios. Our software has been labeled a best practice by The Western Fire Chief's Association.

### **The Darkhorse Advantage: Data Wrangling**

We are an analytics company at heart. We know data is not always clean and consistent. For these projects, we have created an advanced Data Wrangler that brings data from your different sources together and can clean, transform and join it to create a consistent data set. This will help us have consistent outputs throughout the project and allow for advanced insights. This tool, along with our diligence toward clean data, has on numerous occasions distinguished us from competitors.

### **The Darkhorse Advantage: Data Science**

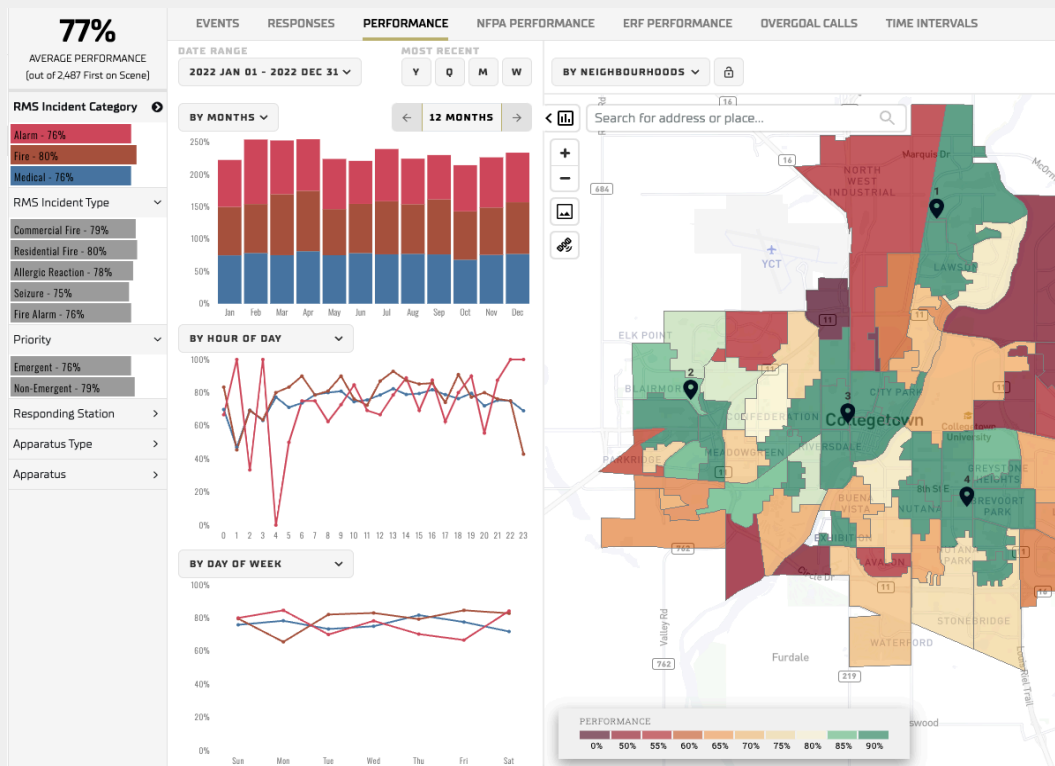
Darkhorse Emergency employs a proprietary model developed by us in collaboration with the University of Alberta. This model has been utilized and honed over 12 years to forecast demand and predict performance for some of the largest cities in North America. Time and time again, our predicted interventions have matched reality and have helped Fire Chiefs make better, more defensible, data-driven decisions.

### **The Darkhorse Advantage - Diagnostic Software**

Darkhorse believes that analysis is more than putting up tables and graphs. We believe there are signals in the data that tell a true story of what is happening in a community. For our analysis, we use an in-house built tool, Diagnostics, that can ingest EFD data and allow for rich data exploration.

Using this tool we can analyze geospatial call data in a variety of dimensions. It allows us to see performance for all calls and diagnose root causes to late calls. This will allow us, together with EFD leadership, to pinpoint stories and signals within the data and come up with recommendations that are actionable and meaningful.

## The Darkhorse Platform - Diagnostics



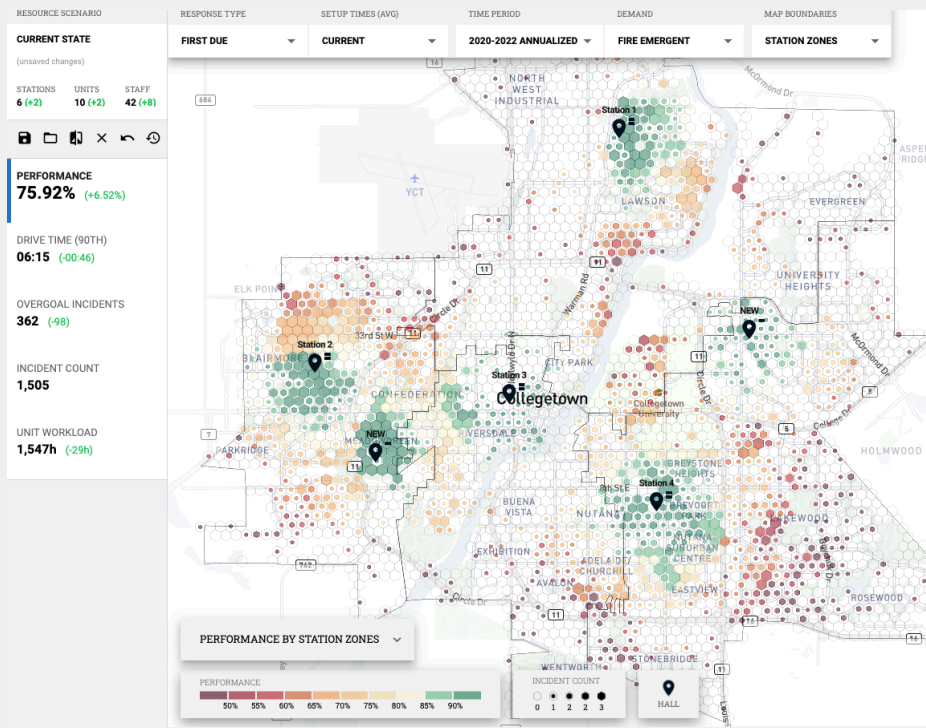
### The Darkhorse Advantage: Deployment Software

Darkhorse Emergency uses an in-house built deployment software, Deployment, that will use EFD data and forecasts to model performance of deployment decisions.

Using a beautiful and clear interface, staff at EFD will be able to test scenarios and decisions in a risk-free environment, and see immediate impacts on drive time, first due response performance, effective response force performance and much more.

Imagine the power to instantly visualize the ramifications of various strategies on performance metrics. With insights from our diagnostic phase, we pinpoint high-impact interventions. Together, we simulate diverse scenarios, witnessing firsthand the potential shifts in outcomes.

## The Darkhorse Platform - Deployment



Our tool's capabilities are vast:

- Gauge the consequences of reallocating or introducing new stations and resources.
- Determine the ideal placements for new stations to maximize efficiency.
- Fine-tune station boundaries based on current and impending demand.
- Evaluate the outcomes of tweaking performance time goals.
- Understand shifts induced by population changes or infrastructural additions.

These multifaceted parameters offer a holistic view of the trade-offs involved, enabling informed decisions on station placements and resource allocations to meet performance targets seamlessly.

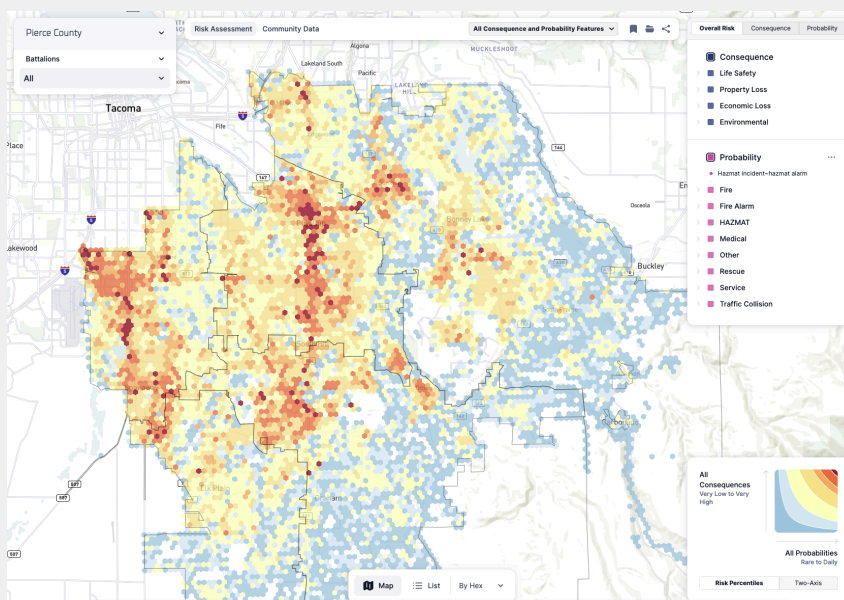
With Darkhorse by your side, the future isn't just predictable; it's moldable.

## The Darkhorse Advantage: Community Risk Assessment Tool

Our Community Risk Assessment Tool goes beyond traditional risk matrices by seamlessly integrating multiple data sources into a unified geospatial view of community risk. Built specifically to align with CPSE accreditation requirements, the tool directly maps to the CFAI self-assessment categories and critical criteria, streamlining the documentation process for departments pursuing accreditation.

Community Risk Assessments are often a collection of disjointed maps that are difficult to action. What sets our approach apart is how we transform complex risk data into actionable intelligence. We **layer together data from over fifty different data sources** to merge comprehensive consequence and probability scores into a single interactive map that clearly identifies risk concentrations.

### The Darkhorse Platform - Risk



The tool's geospatial integration allows fire leadership to examine specific neighborhoods or building clusters and understand the unique combination of factors contributing to elevated risk scores. This precise localization of risk makes our recommendations highly actionable - you'll know exactly where to focus resources and why those decisions make sense based on empirical evidence.

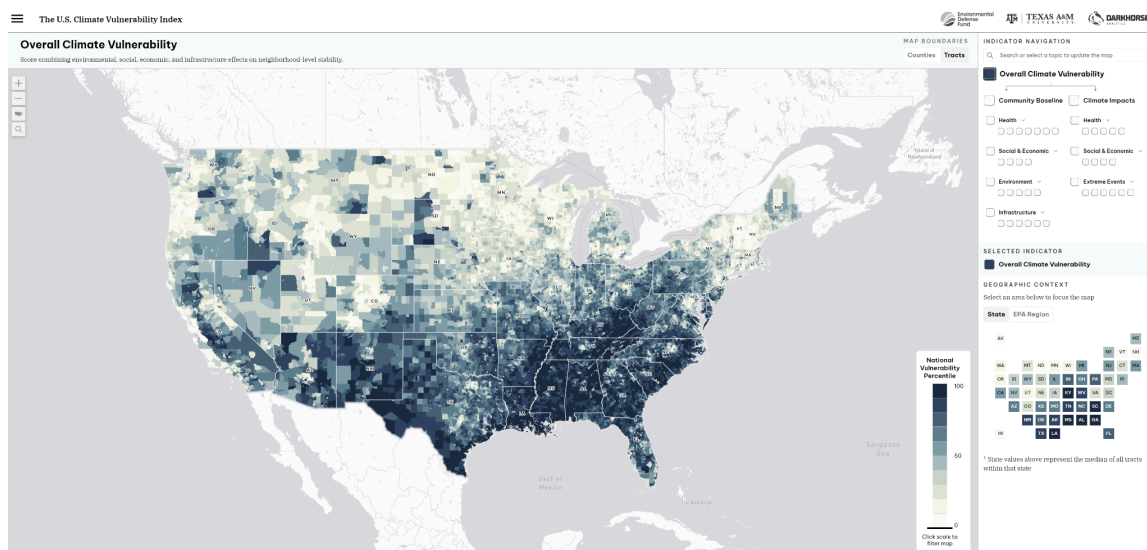
For Everett Fire Department, this means obtaining risk assessments that aren't just theoretical exercises but practical roadmaps for resource allocation that can be clearly communicated to all stakeholders from firefighters to city council members, creating a shared understanding of how deployment decisions directly address identified community risks.

### The Darkhorse Advantage - Clarity and Data Visualization

Our goal with all projects is clarity. We excel at understanding the data and communicating using clear and visual methods, allowing stakeholders to make confident decisions to improve their community.

Our extensive data visualization work has won global awards, is highlighted in national data projects that include:

- [OpportunityAtlas.org](https://OpportunityAtlas.org) (Upper mobility of children across the U.S) - Research partner: Harvard
- [ClimateVulnerabilityIndex.org](https://ClimateVulnerabilityIndex.org) - Research partners include: Environmental Defense Fund and Texas A&M



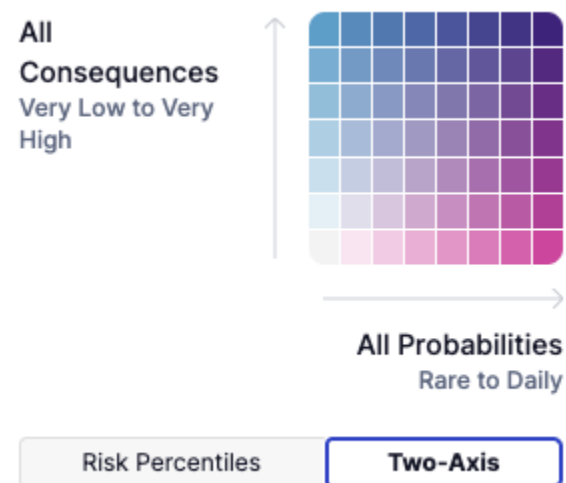
## 4.03.2 Technical Capability, Approach, and Capacity

**A. Describe your methodology in reviewing fire departments and in developing recommendations. List the primary features or work tasks, and describe your execution, management, and control of the project.**

### Community Risk Assessment

We view the Community Risk Assessment as the **essential foundation for all fire service planning decisions**. A CRA is more than just a collection of hazard data; it's a comprehensive understanding of what makes each community unique in its risk profile. Where traditional approaches might treat risk assessment as a simple checklist exercise, we see it as a dynamic, multi-dimensional analysis that forms the bedrock for all subsequent planning.

Our methodology centers on **transforming data into actionable intelligence**. We approach risk through multiple lenses—historical incident patterns, building stock characteristics, demographic vulnerabilities, geographic challenges, and operational capabilities. Through sophisticated geospatial analysis, we identify where these risk factors intersect and concentrate, creating a nuanced picture of community risk that goes beyond simplistic ratings.

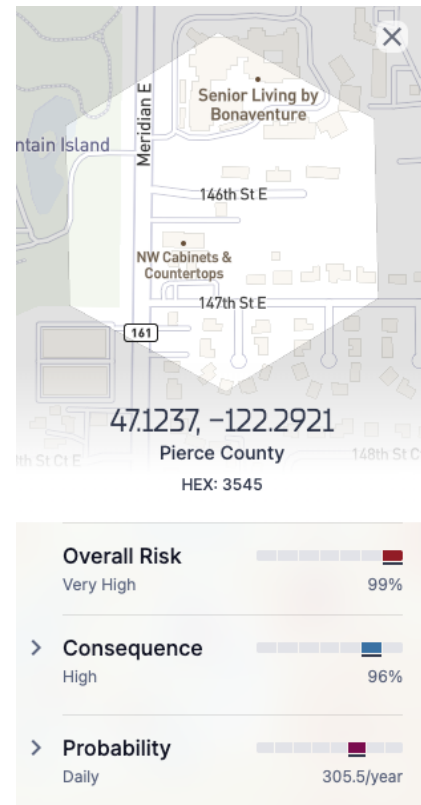


What truly sets our risk assessment methodology apart is our **purpose-built Risk software** that seamlessly integrates over 50 different data sources into a unified geospatial view of community risk. Our tool automatically aligns census demographics, property assessments, historical incident data, critical infrastructure, and natural hazard maps into a coherent risk profile. This

comprehensive data integration **eliminates months of work typically required to gather and reconcile disparate information sources**. Your team can focus immediately on analysis and decision-making rather than data management. The result is a multidimensional risk picture revealing patterns impossible to detect through siloed analysis—transforming raw data into actionable intelligence for deployment strategies.

The CRA process we've developed is deeply collaborative and iterative. We engage with a diverse range of stakeholders—from firefighters who know the streets to community members who understand local concerns—to capture both quantitative and qualitative perspectives on risk. This collaborative approach ensures that the final assessment reflects both empirical data and lived experience.

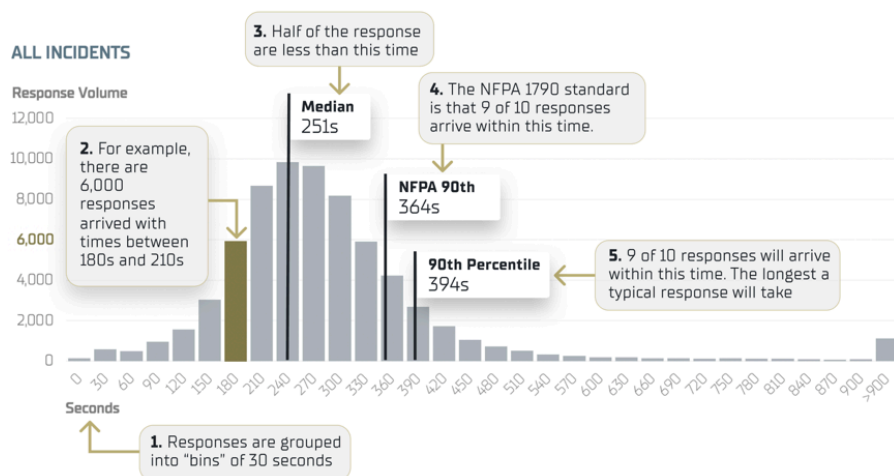
By integrating our **custom Risk tool** into the CRA process, we not only deliver a comprehensive assessment but also equip departments with the tools to continuously monitor how risks evolve over time. This transforms the traditional static CRA document that is outdated the moment it is complete into **a living assessment that maintains its relevance as communities change and grow**.



## Standards of Cover

**We understand Standards of Cover as the commitment of the organization to standards and targets.** Fire departments are under pressure from the public, elected officials, as well as staff and unions. The tension between these forces makes for a challenging environment. The resolution to that tension is the clear and open

communication of reasonable and achievable targets, that are well understood and clearly communicated.



Our approach aligns to Community Risk Assessment: Standards of Cover 6th Edition, where a SOC is defined as “Those written policies and procedures that establish the distribution and concentration of fixed and mobile resources of an organization”. We believe in bringing a lens of education and openness that makes these types of documents easy to understand for less technical audiences.

Our analytical platform and software also provides an opportunity to install a “living SOC” where leadership as well as other stakeholders can see the commitment to standards and how well organizations are lining up to those. We’ve found using this software creates a level of cooperation and coordination between the different stakeholder groups that fosters innovation.

## Work Plan

Our methodology combines rigorous data analysis with collaborative stakeholder engagement to develop evidence-based, actionable recommendations. We execute our projects through a streamlined three-phase approach.

### Phase 1: Data Collection & Stakeholder Engagement (Weeks 1-6)

The purpose of this first phase is to build a comprehensive foundation of data and stakeholder perspectives to ensure analysis reflects both empirical evidence and organizational context.

- Initiate project with kickoff meeting to align expectations and establish communication protocols
- Gather and clean CAD/RMS data, GIS layers, and operational information
- Conduct targeted stakeholder interviews with EFD leadership, union representatives, elected officials
- Conduct public consultation
- Configure our analytical platform with Everett's specific data
- Deliver data validation report to ensure the accuracy of foundational analysis

## **Phase 2: Diagnostic Analysis & Draft Findings (Weeks 5-10)**

We then transform raw data into meaningful insights that reveal patterns, challenges, and opportunities within EFD's current operations and deployment model, forming the basis of the Community Risk Assessment and Standards of Cover

- Complete comprehensive data analysis using our suite of diagnostic tools
- Develop detailed GIS visualizations of community risk factors and response capabilities
- Map critical risk concentrations against current deployment strategies
- Analyze staffing, response times, station locations, and operational effectiveness including first due response performance, ERF concentration, response reliability, unit hour utilization and other metrics
- Provide root cause analysis of first due performance through overgoal analysis
- Forecast future state demand through municipal development plans
- Detailed station location analysis and scenario recommendations through our predictive model
- Present preliminary findings to EFD leadership for validation and refinement
- Draft initial recommendations based on verified analysis

### Phase 3: Final Deliverables & Documentation (Weeks 9-12)

Crystallize analysis into clear, actionable recommendations and documentation that provide a roadmap for immediate and long-term improvements.

- Finalize the Community Risk Assessment and Standards of Cover reports
- Prepare all required GIS shapefiles and technical data exports
- Deliver executive presentations to City leadership
- Provide implementation guidance for priority recommendations

### Project Management Approach

We maintain tight project control through:

- Biweekly project status updates with the designated EFD point of contact
- Monthly milestone reviews with the project steering committee
- Clear documentation of all key decisions and action items
- Rigorous version control of all deliverables
- A dedicated project manager who serves as your single point of contact throughout

Our methodology emphasizes collaboration and transparency, ensuring that EFD leadership remains fully informed and engaged throughout the process. The final deliverables will provide a clear roadmap for optimizing deployment strategies based on Everett's specific community risk profile and operational capabilities.

### Ongoing Analytical Support

A large problem with Community Risk Assessment and Standards of Covers projects and other consulting projects of this time span is the timing of the analysis. The project revolves around gathering broad data from different sources. **Oftentimes, the final report is out of date by the time it is finalized.**

Darkhorse believes in building the capacity in departments to make strategic planning part of its DNA. To stop the reliance on consultants but instead empower departments to take matters into their own hands.

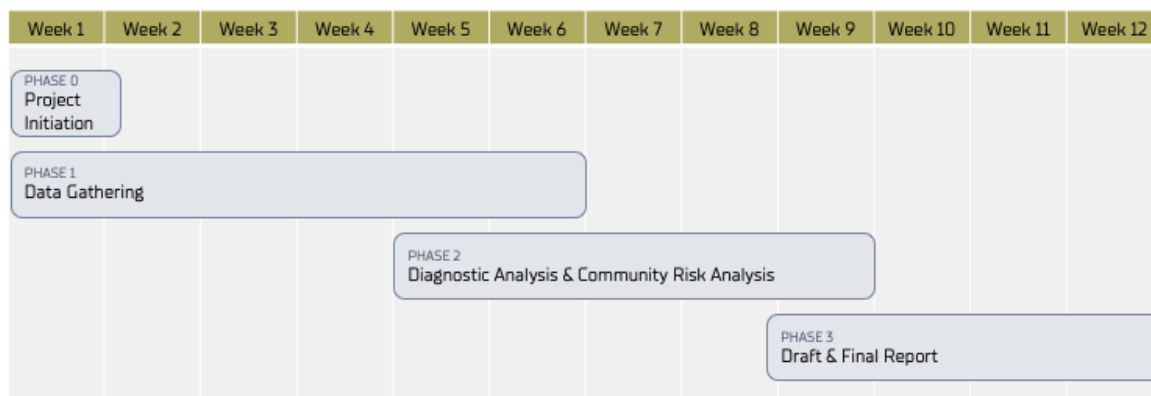
To do this, Darkhorse will implement its best-in-class analytical software suite. The suite includes **HQ** (a monitoring tool), **Diagnostics** (a data exploration tool), **Deployment Analyzer** (a predictive station planning and deployment planning tool), and **Risk** (a community Risk Assessment tool).

With this suite of tools, the project will ensure there is a single source of truth for analyses, and that recommendations can be evaluated quantitatively. By leaving these tools in the hands of EFD after the project concludes, EFD can continue to monitor and evaluate as inputs change. The Strategic Masterplan stops being a static point in time, and shifts to an ongoing Strategic Planning Process supported by analytical tools.



**B. Provide a timeline or schedule for this project, which includes a schedule of milestones and an estimate for City of Everett staff time requirements, if any.**

We estimate this project will take roughly three months to complete. However, the final stage may last longer if additional review and alignment are required.



## 12-Week Project Timeline & Milestones

### Phase 1: Data Collection & Stakeholder Engagement (Weeks 1-6)

- Week 1: Project kickoff meeting & initial data request
- Week 2: Data validation & stakeholder interview scheduling
- Weeks 3-5: Stakeholder interviews & public consultation
- Week 6: Data validation report delivery & review

### Phase 2: Diagnostic Analysis & Draft Findings (Weeks 6-8)

- Week 6-7: Analysis of current operations & GIS visualization development
- Week 8: Preliminary findings presentation to EFD leadership

### Phase 3: Final Deliverables & Documentation (Weeks 9-12)

- Week 9-10: Draft CRA/SOC report development
- Week 11: Review of draft documents with EFD leadership
- Week 12: Final report delivery & presentation to City leadership

### Estimated EFD Staff Time Requirements

- Project Manager: 4-6 hours weekly (meetings, document review, coordination)
- Fire Chief/Command Staff: 8-10 hours total (interviews, key milestone reviews)
- Data/GIS Specialist: 8-10 hours total (data extraction support)
- Operations Representatives: 6-8 hours total (interviews, validation workshops)
- Planning/Prevention Staff: 4-6 hours total (risk assessment input)

Most staff engagement is concentrated in Phases 1 and 3, with minimal time required during the intensive analysis period. We've designed our process to maximize value from staff interactions while minimizing disruption to daily operations.

**C. What is your company's approach to this project?  
Specifically, address your plan to gather community and  
elected official input.**

- 1. Provide a detailed explanation of how your company plans to obtain the data necessary to perform the required analysis. Include the sources of information, how the information will be acquired, and the format in which you will collect the information.**

## Stakeholder Engagement Strategy

While we prefer to let the data tell the stories, we recognize no data is without interpretation. Our approach to this project centers on creating a strong, validated data set that is supplemented by a robust and inclusive stakeholder engagement process that ensures all voices are heard and incorporated.

For elected officials, our engagement strategy includes:

- A facilitated workshop with the Mayor, key administrative leadership, and Council to encourage dialogue and feedback on preliminary findings and align the CRA/SOC with broader city strategic goals.
- Opportunity for one-on-one interviews with select City Council members to understand their perspectives on community priorities, concerns, and expectations for fire service

For community stakeholders, we implement a multi-faceted approach:

- Intake of previous survey information and community input that has been collected
- Survey distribution through existing city communication channels to gather broad community input on service expectations
- Targeted focus groups with neighborhood associations, business organizations, vulnerable population advocates,

and/or major commercial and industrial stakeholders to understand their specific risk concerns

This balanced approach to stakeholder engagement ensures the final CRA and SOC reflect not just technical analysis, but also community priorities and political realities, creating deliverables that are both technically sound and practically implementable.

## Data Gathering Approach

We will submit a detailed data request document that outlines the needed data. We know data is not always clean or easy to find. While the below represents an ideal state, we are experts at cleaning, wrangling, transforming and extracting data from different sources to gain the required insights. As such, we will be able to work with EFD staff and are able to receive data in many different formats to make this burden minimal on EFD staff.

With that in mind, we will be looking for the following data categories:

### Call Data

Three to five years of call records with standard time stamps for call evaluation, dispatch, turnout, travel, en-route, scene, transport, hospital, and in-quarters times. It should also include the call priority, apparatus description, and dispatch and arrival location coordinates.

*Source:* Data extracts from CAD or RMS, typically in csv, xml, or direct API.

*Effort by EFD:* low (< 1 hour)

### Spatial Data

Directional road network for the city with road types and speed limits, demographic data (age cohort populations by dissemination area), existing service areas, and existing station locations (including those who provide mutual aid).

*Source:* Open data sources, or existing documents, validated by EFD staff

*Effort by EFD: low (< 1 hour)*

### Operational Data

Existing and historical unit schedules, existing apparatus deployment, and existing performance data.

*Source:* current operational plan, existing annual reporting

*Effort by EFD: low (< 1 hour)*

### Municipal Development Plans

Planned residential, commercial, and industrial developments for the next 5-30 years for the region. Ideally, these include geospatial population forecasts. Additionally, any planned road network changes can be included.

*Source:* typically provided by municipal planning department

*Effort by EFD: low (< 1 hour)*

The collection of spatial, operational, and municipal planning data is a collaborative process. Most of this data will be available within the department, consolidated by data resellers, or found through online sources. Within the first weeks of the project, we will take stock of the data held by the City and then work collaboratively to fill in the gaps.

As we believe that no data is without interpretation, we want to ensure we validate our assumptions. We will organize a selection of interviews, as identified on the charter, to further understand strategic priorities, challenges, and opportunities.

**D. Identify your availability for this project. Please include a statement of other work currently underway or anticipated to be in progress during the time frame of this project and show how you intend to schedule projects so this project is adequately supported and will be delivered on time.**

Darkhorse Emergency has carefully assessed our current project commitments and resource availability to ensure we can deliver exceptional service to the Everett Fire Department. We have the

necessary capacity to begin this project immediately upon award and commit to meeting all established deadlines.

To ensure the Everett Fire Department project receives dedicated attention and resources, we employ a **Dedicated Project Team**: The core team assigned to this project (Darrell Reid as Project Manager, supported by a lead consultant and two senior analysts) will have this project as their primary assignment during the engagement period. Furthermore, our team members are cross-trained on our methodologies and tools, ensuring continuity even if personal emergencies arise.

**E. Indicate whether your firm intends to subcontract any portion of this contract. If so, please provide the following: name of the firm(s), the percentage of work to be performed by each subcontractor, and a description of the nature of work performed by each.**

We do not intend to subcontract.

**F. How will we benefit from this approach?**

The Everett Fire Department will gain substantial benefits from our integrated approach featuring a multidisciplinary team of Fire Executives, Management Consultants, and Data Engineers all specialized in the Fire and EMS industry. Our former Fire Chief and CAO Darrell Reid brings firsthand implementation experience that ensures recommendations are operationally realistic and politically viable.

Our purpose-built tools eliminate months of data processing while delivering compelling visualizations that build consensus across diverse stakeholders. Unlike traditional consultants who deliver static reports, you'll receive ongoing analytical tools and ready-to-execute recommendations with specific guidance, resource requirements, and expected outcomes - creating value that extends far beyond this initial engagement.

**G. How or why does your approach provide the best value?**

Our approach delivers exceptional value through a combination of specialized expertise, proven methodologies, and proprietary technology:

- **Purpose-Built Fire Service Technology:** We've invested over a decade in developing specialized fire service analytics tools, not adapting generic business tools like many competitors. This purpose-built technology means faster analysis, more accurate results, and deeper insights specific to fire service challenges.
- **Proven Implementation Success:** Our recommendations have been implemented by departments across North America with documented results. In multiple instances, our modeling predictions have matched actual outcomes within 1% accuracy, demonstrating the reliability of our approach.
- **Industry Recognition:** Our methodologies have been recognized as best practices by the Western Fire Chiefs Association, and our team regularly contributes to CPSE University, establishing us as thought leaders in next-generation fire service decision-making.
- **Efficiency That Transfers Value:** Our streamlined processes and specialized tools mean we can complete more substantive analysis within your budget constraints, delivering greater depth and breadth of insights than generalist consultants.
- **Long-Term Return on Investment:** The analytical capabilities we establish extend beyond this single project. The frameworks and methodologies we implement create lasting analytical capacity within EFD, multiplying the value of your investment far beyond the initial engagement.

### **4.03.3 Communication, Customer Services, and Training**

**A. Describe how your company project manager will keep the Everett Fire Department timely informed of any issues related to delivering the services described in this RFP.**

Our project manager, Darrell Reid, will identify and address delivery issues through:

- Biweekly virtual status updates to show progress, flag issues and monitor progress
- Direct communication between working parties to ensure there are limited middlemen and work can be progressed
- Clear and ongoing documentation of problems, impacts, and solutions through email communication

This approach prevents surprises and maintains project momentum without unnecessary meetings or paperwork.

## **B. Describe your company's customer service. What is your company's policy for returning calls and e-mails?**

At Darkhorse Emergency, we believe in straightforward, human-centered support. Darkhorse Emergency prides itself on responsive, clear communication. For the Everett Fire Department project, we commit to:

- Returning all phone calls within 4 business hours
- Responding to emails within 8 business hours

Your dedicated project manager, Darrell Reid, will serve as your primary point of contact throughout the engagement, ensuring consistent communication and accountability. Biweekly status updates and milestone reviews provide structured touchpoints, while our direct support contacts address any concerns promptly.

Our communication approach consistently earns high marks from clients, with many reporting excellent responsiveness in post-project evaluations. We believe that responsive service is essential to project success and client satisfaction.

## **C. Describe your approach to achieving customer satisfaction.**

Our approach to achieving customer satisfaction centers on two core principles: rigor and partnership. We use a data-driven methodology by collecting, validating, and analyzing EFD-specific CAD/RMS information, GIS layers, and operational metrics, ensuring that all recommendations are grounded in tangible evidence. Equally important, we collaborate closely with EFD leadership, elected officials, and other key stakeholders at every

stage of the project. By combining transparent stakeholder engagement with a comprehensive three-phase work plan, we build both organizational alignment and trust in the final recommendations.

Moreover, our commitment continues beyond final report delivery. We provide our analytical software suite (HQ, Diagnostics, Deployment, and Risk) so EFD can continue monitoring, evaluating, and refining its strategies long after the project concludes. This capacity-building approach ensures that Everett's strategic planning remains dynamic and up to date, setting the stage for sustained customer satisfaction well into the future.

**D. How will your project manager communicate with the City of Everett's project manager in all phases of the contract? Include how often status reports are provided.**

Our communication with Everett's project manager will be regular but efficient:

- Biweekly 30-45 minute status calls to show progress, flag issues and monitor progress
- As the project progresses, these will shift to focused working sessions to review findings and refine recommendations. This approach keeps everyone informed without creating communication overhead.
- As issues arise, direct communication through email, phone and meetings will be scheduled as necessary.

#### **4.03.4 Risk, Performance, and Quality Assurance**

**A. Submit no more than five (5) completed relevant project experiences within the past five years that demonstrate successful contract performance for Fire agencies similar in size and scope as described in this RFP. Include the following for each reference:**

## City of Vancouver - Vancouver Fire Rescue Services

Contact	Title	Project length
Karen Fry	Fire Chief	Approx. 20 weeks (followed by 3 subsequent projects)
Phone	Email	Contract value
604.665.6051	karen.fry@vancouver.ca	~\$160,000

### Project Name - Masterplan

#### VFRS Needs Assessment Study (completed June 2018)

The objective of the study was to develop a comprehensive gap and future state analysis to support strategic planning. Darkhorse completed a peer benchmark and accreditation assessment, stakeholder engagement, historical data analysis, forecasting, and optimization modeling. The result was a near complete adoption of recommendations resulting in substantial growth in front-line fire resources as well as training, mental health, and analytics management team members.

#### VFRS High Risk Facility Response Analysis (completed Sept 2018)

Detailed response analysis to a pre-identified high risk facility. Darkhorse helped VFRS understand the limitations of their response capability to this location both from a first due and ERF perspective. VFRS developed mitigation plans from this analysis

#### VFRS Analytics Support (completed June 2021)

VFRS enlisted Darkhorse for continued use of the Darkhorse toolset and analytics and visualization support. A significant visualization Darkhorse designed was examining the impact of a single major event (downtown structure fire) on the response system.

#### VFRS 30yr Station Location Study (completed Mar 2022)

The objective of the study was to evaluate the city's distribution of fire stations, determine if the locations are adequate, determine if stations should be relocated, and determine the optimal location for additional fire stations. Darkhorse worked with the executive

team, union representatives, and city stakeholders to determine the optimal station plan for the next thirty years.

## **Strathcona County - Strathcona County Emergency Services (SCES)**

<b>Contact</b>	<b>Title</b>	<b>Project length</b>
Martin Paulson	Fire Chief	Approx. 36 Weeks
<b>Phone</b>	<b>Email</b>	<b>Contract value</b>
780.416.6754	martin.paulson@strathcona.ca	~\$160,000

### **Project Name - Masterplan**

#### **Masterplan, Community Risk Assessment and Standards of Cover**

In addressing the complex needs of the burgeoning Strathcona County, our team intricately devised a 10-12 year Master Plan and Standards of Cover (SOC) for Strathcona County Emergency Services (SCES). Leveraging our cutting-edge Darkhorse platform, we performed a deep-dive data analysis to grasp the urbanization pace and the expansive rural coverage requisites. This robust analysis underpinned our strategic outline for service levels and risk management, seamlessly aligning with the county's vision and legal mandates.

Through a Project Communication Plan and vigilant Stakeholder Engagement, we fostered a transparent, integrated approach, culminating in informed, risk-mitigated decision-making. Our deliverables emerged as a roadmap aligning with SCES priorities, and resonating with the larger strategic narrative of Strathcona County. This engagement didn't just meet the client's objectives; it significantly surpassed them, setting a robust precedent in emergency service planning amid rapid community growth and diverse geographical characteristics.

## Spokane (Washington) - Spokane Fire Department (SFD)

Contact	Title	Project length
Brian Schaeffer (currently at Columbia Fire)	Fire Chief	Approx. 24 weeks (followed by ongoing software license and analytical support - 2nd year)
Phone	Email	Contract value
509-280-4563	bschaeffer@spokaneci ty.org	~\$100,000

### Project

#### SFD Station and Deployment Modeling (completed September 2023)

The objective was to implement Darkhorse's Deployment (predictive modeling) software and work with SFD to determine optimal station location for the municipality served, as well as present and convince the community where and why. Using the toolset, SFD received unanimous agreement by visually showing the status of the system and the impact new stations and deployment moves would have.

Once the contract was completed, SFD transitioned to a software agreement for continued use of the Deployment and Diagnostic toolsets.

## City of Toronto - Toronto Fire Service (TFS)

Contact	Title	Project length
Michelle Stronach	Division Chief, Analytics & Decision Support	Approx. 24 weeks (followed by ongoing software license and analytical support - 6th year)
Phone	Email	Initial Contract value
416-338-9147	Michelle.Stronach@toronto .ca	~\$300,000

## Project Name

### TFS Station and Deployment Modeling (completed September 2016)

The objective was to help transition TFS to analytically drive planning by implementing predictive modeling software. Darkhorse completed a current state analysis; diagnostic analysis; modeling & forecasting; scenario development; software deployment and training. The results identified the value of improved alarm handling and turnout times; quantified the importance of availability; delivered diagnostic and station location software to allow the service to simulate future station reconfigurations.

Once the contract was completed, TFS transitioned to a software agreement (year 6 - 2022) and ad-hoc analytic and GIS support as requested (project based or hourly contract).

### Pierce County, Washington - Central Pierce Fire Rescue (CPFR)

Contact	Title	Project length
Dustin Morrow	Fire Chief	Approx. 24 weeks (followed by ongoing software license and analytical support - 2nd year)
Phone	Email	Contract value
253.538.6540	DMorrow@centralpierc efire.org	~\$100,000

## Project Name

### CPFR analytical tool implementation and dispatch analysis (ongoing)

The objective was to implement Darkhorse's platform to bring analytical tools to CPFR leadership. CPFR had used other vendors but struggled to get value due to data quality issues. Darkhorses worked with CPFR to ensure a clean dataset and was able to instill strong tooling that allowed for clear insights. Through this, CPFR was able to undertake an analysis of the first 30 dispatched units for each station zone. This level of analysis is generated buy-in from neighbouring organizations who are similarly interested. The work with CPFR is ongoing.

## B. Describe any challenges or risks you anticipate in completing this analysis.

Having successfully completed similar projects, Darkhorse has experienced many of the common challenges and have implemented measures to avoid - or at least mitigate - them. The Project Charter exercise and kick-off meetings are essential to clearly understanding the finer details not included in the RFP document.

Several of the risks below are common to all needs assessment studies, but others may be unique to this engagement.

Risk Area	Level (H/M/L)	Mitigation Plan
Project sponsor availability and engagement	High	Keep the sponsor up-to-date and involved in the process. Provide support in communications and issues resolution. Look to the sponsor to provide strategic leadership and guidance at key points in the project with stakeholders.
Competing priorities	High	<p>It is assumed that most key stakeholders in this project have other priorities in addition to their "day jobs"</p> <p>Early completion of the stakeholder engagement plan and schedule will assist in securing key stakeholders' time in advance and increase the probability of important stakeholder involvement</p> <p>Darkhorse will provide materials in advance to allow for appropriate preparation for meetings, interviews and workshops</p> <p>Darkhorse will do our utmost to plan meetings at optimum and convenient times to lessen conflict with other priorities</p>
Data Quality	High	Work closely with stakeholders to ensure quality data.
Data Availability	High	Provided detailed data request at outset of project, or prior - if possible - to allow the project team time to have the data access ready by the contract start date.
Schedule Slippage	Medium	Manage the consultant progress regularly through bi-weekly project updates. Develop detailed schedules at the outset of the project.

Timely access to EFD resources	Medium	The first couple of weeks will require multiple data, shapefile, projections, planning documents and other files from both the municipality. Darkhorse will provide a clear info request at the outset of the project (or prior to contract finalization, if permitted) to avoid timeline drag.
On-site meetings expenses	Low	Darkhorse will work with the EFD Project Manager to schedule meetings to permit day trips to EFD to minimize financial and resource costs.
Project over budget	Low	Will manage the project's scope to ensure the project stays under approved budget.

**FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION  
REQUEST FOR PROPOSAL #2025-002  
COMMUNITY RISK ASSESSMENT & STANDARDS OF COVER**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS

**THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION PACKAGE.**

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project),

Darkhorse Emergency LP hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

**The Supplier, Darkhorse Emergency LP, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.**



\_\_\_\_\_  
Signature of Authorized Official

Vice President

\_\_\_\_\_  
Title of Authorized Official

03 / 27 / 2025

\_\_\_\_\_  
Date

March 05, 2025

9912 - 107 Street  
PO Box 2415  
Edmonton AB T5J 2S5

Phone: 780-498-3999  
Fax: 780-498-7999  
Website: [www.wcb.ab.ca](http://www.wcb.ab.ca)  
Toll Free: 1-866-922-9221

CITY OF EVERETT PROCUREMENT  
DIVISION  
2930 WETMORE AVENUE  
SUITE 10-A  
EVERETT WA 98201  
UNITED STATES

**Account Number: 9838429**

Dear Employer:

***RE: Special Clearance Exempt Industry***

DARKHORSE EMERGENCY CORP. does NOT have an active account with WCB-Alberta. The director(s) are:

DARKHORSE EMERGENCY CORP. operates in an industry that is NOT legally required to have workers' compensation insurance. Voluntary coverage is available; however, they have chosen not to purchase this coverage.

Workers' compensation is a disability insurance system that compensates workers for work-related injuries. It would also protect you, as their principal, from being sued as a result of workplace injuries. If DARKHORSE EMERGENCY CORP. employs workers, you are not protected from lawsuit for workplace injuries to these workers.

Directors of incorporated companies are not covered under workers' compensation insurance unless they have personal coverage (PC). PC is an additional, optional coverage for directors that provides compensation benefits for their work-related accidents. Since they have not chosen this coverage, you are not protected from lawsuit due to injury to the directors.

You are not required to include the work performed on this contract in your assessable earnings report to WCB, nor do you need to maintain any holdbacks for WCB purposes. Unless an account is established at a later date, clearance certificates are not required on this subcontractor.

If you have any questions, please contact your nearest WCB office.

For more information or to access our online services, please visit [www.wcb.ab.ca](http://www.wcb.ab.ca).

Sincerely,

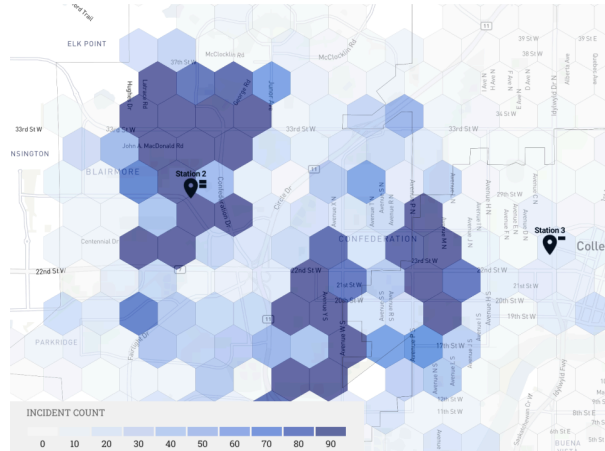


**Kuda Mzane**  
*Employer Account Services E1A*

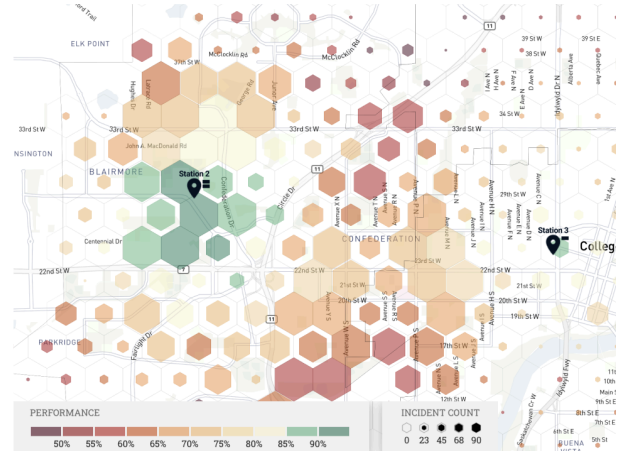
# Examples of Modeling Visualization

The darkhorse modeling tool set includes four main metrics to help with decision making. Using these the service can see the current response effectiveness for first due and different effective response force types. Scenarios can be built by adding, moving, or removing resources, adjusting the time period (forecasting), and exploring different response targets.

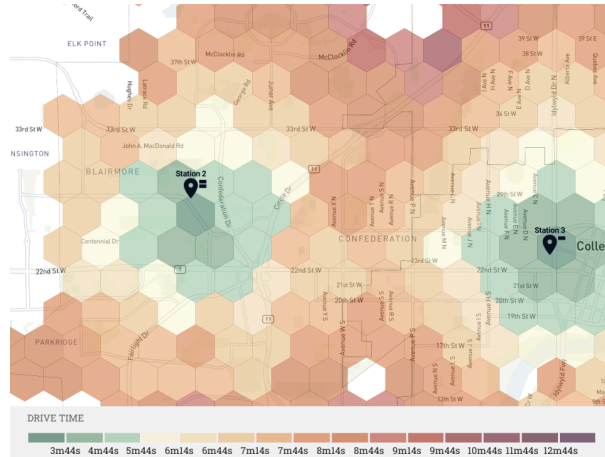
INCIDENT DEMAND



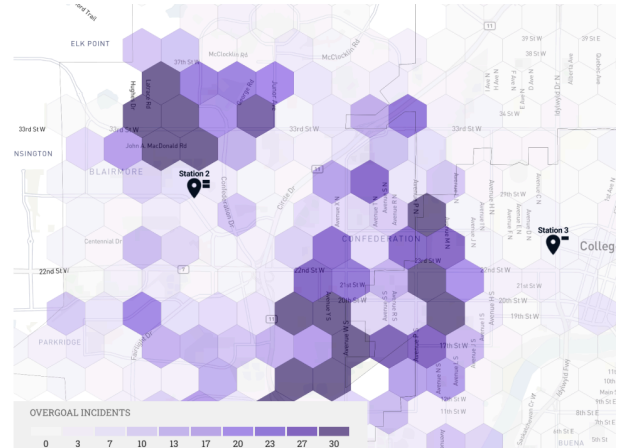
EXPECTED PERFORMANCE



EXPECTED TRAVEL TIMES



OVERGOALS





**DARKHORSE**

EMERGENCY

**EXHIBIT C**  
**REQUEST FOR PROPOSAL #2025-002 COMMUNITY RISK ASSESSMENT & STANDARDS OF**  
**COVER**  
**(ATTACHED)**

**CITY OF EVERETT  
RFP 2025-002  
COMMUNITY RISK ASSESSMENT & STANDARDS OF COVER  
ADDENDUM #1**

Date Prepared: March 3, 2025

**THIS ADDENDUM BECOMES PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE ORIGINAL REQUEST FOR PROPOSAL (RFP) DOCUMENTS. CHANGES HAVE BEEN BOLDED FOR CONVENIENCE.**

The items below clarify items that are contained in the original RFP documents.

1. **PROPOSAL DUE DATE:** Has changed. Proposals are due on April 1, 2025, by 11:59 p.m. Pacific Time.
2. **Deadline for Final Questions:** Has changed. The last day for questions is March 25, 2025.

All other terms and conditions remain unchanged.



Bert Cueva, CPPB  
Senior Procurement Specialist



# PROCUREMENT

## Request for Proposal #2025-002

Procurement Professional Point of Contact:

Bert Cueva, CPPB

Senior Procurement Specialist

(425) 257-8903

[bids@everettwa.gov](mailto:bids@everettwa.gov)

### COMMUNITY RISK ASSESSMENT & STANDARDS OF COVER

**TIMELINE** - The following represents the schedule for this solicitation.

<u>Event</u>	<u>Date</u>
Issue Date .....	January 31, 2025
Deadline for Final Questions.....	February 27, 2025
Proposal Due Date .....	March 6, 2025 at 11:59 p.m. Pacific Time
Anticipated Award .....	March 2025
Anticipated Contract Start Date .....	March 2025

**E-mailed or delivered Proposals are acceptable.**

**Submit Proposals to:**

E-mail: [bids@everettwa.gov](mailto:bids@everettwa.gov) **OR**

**If delivery to Procurement, 2930 Wetmore Ave, Suite 9E, Everett, WA 98201, call to access the locked elevator.**

Delivered proposals are accepted Monday through Friday, from 8:00 am to 3:00 p.m., excluding city-observed holidays. If providing paper copies, clearly label the outside of the sealed envelope containing **the original** proposal response with the Proposal Name, Proposal Number, and contact information listed above. Only Proposals that arrive in the Procurement office by the deadline will be considered.

**Information & Addenda:** All Information, including Addenda regarding this solicitation, can be found at:

<https://www.everettwa.gov/2713/Bid-opportunities>

Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a Proposal.

**Questions:** All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above.

Unauthorized contact with the City of Everett employees or contractors regarding this Request for Proposal may result in disqualification. The City of Everett will consider any oral communications unofficial and non-binding. Proposers should rely only on written statements issued by the individual named above.

## Table of Contents

1.1	PROPOSAL SUBMITTAL .....	4
1.2	OFFER PERIOD.....	4
1.3	REQUEST FOR DUE DATE EXTENSION .....	4
1.4	WITHDRAWAL OF PROPOSALS .....	4
1.5	SINGLE RESPONSE .....	4
1.6	MULTIPLE PROPOSALS .....	4
1.7	EVALUATION AND AWARD .....	4
1.8	WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES & REJECTION OF PROPOSALS .....	5
1.9	EXCLUDED PARTIES .....	5
1.10	BUSINESS LICENSE .....	5
1.11	BID PROTEST PROCEDURES .....	5
1.12	NON-ENDORSEMENT .....	5
1.13	PROPRIETARY MATERIAL SUBMITTED/PUBLIC DISCLOSURE .....	5
1.14	RESPONSE PROPERTY OF THE CITY OF EVERETT .....	7
1.15	NO OBLIGATION TO BUY.....	7
1.16	COST OF PREPARING PROPOSALS .....	7
1.17	CONTRACT TERMINATION .....	7
1.18	RECYCLE .....	7
1.19	COOPERATIVE PURCHASING.....	7
2.1	INTENT .....	8
2.2	CITY OF EVERETT .....	8
2.3	EVERETT FIRE DEPARTMENT.....	8
2.4	SCOPE OF WORK .....	8
2.5	FINAL REPORT .....	9
2.6	CONSULTANT RESPONSIBILITIES.....	10
2.7	EVERETT FIRE DEPARTMENT RESPONSIBILITIES .....	11
2.8	WORK MADE FOR HIRE.....	11
2.9	CHANGES IN THE SCOPE OF WORK.....	11
2.10	PAYMENT .....	11
3. 1	GENERAL .....	12
3.2	SELECTION PROCESS .....	12
3.3	CONTRACT AWARD AND EXECUTION.....	12
3.4	EVALUATION CRITERIA .....	12

3.5	INTERVIEWS.....	13
4.1	SUBMITTAL REQUIREMENTS .....	14
4.2	SUGGESTED RESPONSE FORMAT .....	14

## **SECTION 1 - INSTRUCTIONS**

### **1.1 PROPOSAL SUBMITTAL**

The City must receive the supplier's proposal in its entirety by 11:59 p.m. Pacific Time. For electronic submissions, the official receipt time is the receiving time stamp from the City's e-mail server as printed.

All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Proposal pricing must be submitted on the forms provided in this document. To receive consideration for award, the Proposal must be completed and signed by an authorized representative of the supplier. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instructions of this Request for Proposals (RFP).

No supplier may withdraw its Proposal after the hour set for the opening unless the award is delayed for a period exceeding one hundred and twenty (120) days.

**No exceptions to the City's terms, conditions, and specifications will be accepted. Any attempt to modify the City's terms, conditions, and specifications may result in a non-responsive proposal.**

### **1.2 OFFER PERIOD**

All Proposals submitted must remain open for sixty (60) days from the receipt date. The City of Everett reserves the right to extend this period.

### **1.3 REQUEST FOR DUE DATE EXTENSION**

Suppliers may request an extension of the Proposal Due Date. The supplier must supply any justification and additional information that will facilitate the City of Everett's evaluation and decision. Any approved extension will be issued as an addendum.

### **1.4 WITHDRAWAL OF PROPOSALS**

Suppliers may withdraw a Proposal that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the Supplier must be submitted to the Procurement Professional named on the Request for Proposal cover sheet.

### **1.5 SINGLE RESPONSE**

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Everett, the RFP may be canceled.

### **1.6 MULTIPLE PROPOSALS**

Suppliers interested in submitting more than one proposal may do so, so long as each proposal stands alone and independently complies with the instructions, conditions, and specifications of this Request for Proposal.

### **1.7 EVALUATION AND AWARD**

The City of Everett will award the Proposal to the responsive and responsible supplier(s) whose offer best meets the needs of the City or reject any and all Proposals.

- a. Responsive Supplier – A business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all of its requirements, including all form and substance.

- b. Responsible Supplier – A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

## **1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES & REJECTION OF PROPOSALS**

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities and informalities contained in any proposal submitted and accepted by the City. The City further reserves the right to make awards to the responsible offer whose proposal is determined to be the most advantageous to the City of Everett. The City of Everett reserves the right to reject any and all Proposals.

## **1.9 EXCLUDED PARTIES**

All suppliers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs.

<https://www.sam.gov>

## **1.10 BUSINESS LICENSE**

The successful supplier will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett Business & Occupation Tax (B & O), when applicable. B & O Tax questions may be directed to the Everett Business Tax Division at (425) 257-8610.

## **1.11 BID PROTEST PROCEDURES**

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46, which can be found at <https://everett.municipal.codes/>

The City reserves the right to require strict compliance with all requirements of Chapter 3.46 EMC.

## **1.12 NON-ENDORSEMENT**

As a result of the selection of a supplier to provide products or services to the City of Everett, the City of Everett is neither endorsing nor suggesting that the supplier's product is the best or only solution. The supplier agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City of Everett.

## **1.13 PROPRIETARY MATERIAL SUBMITTED/PUBLIC DISCLOSURE**

### **A. Property of the City of Everett**

All materials submitted in response to this RFP must become the property of the City of Everett. Selection or rejection of a proposal does not affect this. In this section, the term "proposal" is generic and refers to proposals, statements of qualification, letters of interest, and any other material submitted in response to this RFP.

### **B. Proposals are Public Records**

Pursuant to Chapter 42.56 RCW and other statutes regarding public agencies, all materials (including, for example, proposals) submitted under this RFP must be considered public records and, except to the extent protected by state and or federal laws, will be available for inspection and copying by the public following contract award. Records will not be released by the City of Everett prior to contract award in order to protect the integrity of the procurement process unless otherwise required by law.

**C. Public Records Exemption / Notice of RCW 39.10.470**

In accordance with RCW 39.10.470, trade secrets (as defined in RCW 19.108.010) or other proprietary information submitted by a proposer in connection with this RFP might not be subject to public disclosure under chapter 42.56 RCW if the proposer specifically states in writing the reasons why protection from disclosure is necessary, and identifies the data or materials to be protected. Proposers must specifically designate and clearly label as “CONFIDENTIAL” any and all such materials or portions thereof that they deem to contain trade secrets or other proprietary information. Proposers should carefully consider what is truly confidential and should not mark an entire proposal as confidential. The proposer must provide the legal basis for the exemption to the City upon request. Proposers are advised that this exemption is subject to judicial review, and the proposer’s designation of confidential may or may not be upheld by a Court.

**D. Proposals Not Marked as Confidential**

If a proposal or other material does not clearly identify the “CONFIDENTIAL” portions, the City will not notify the proposer that its proposal will be made available for inspection and copying, and the City may publicly disclose such non-clearly identified portion with no liability whatsoever to the proposer.

**E. Process for Disclosing Information**

If a request is made for disclosure of material or any portion marked “CONFIDENTIAL,” the City will determine whether the material should be made available under the law. If the City determines that the material is subject to disclosure, the City will seek to notify the Proposer of the request and allow the proposer ten (10) business days after such notification to take appropriate legal action in Snohomish County Superior Court at the proposer’s sole expense and liability. If the proposer does not, within such ten (10) business days, serve the Office of the City Attorney with a copy of an order entered by the Superior Court that expressly prohibits the City from the disclosure of the material marked “CONFIDENTIAL,” then the proposer will be deemed to have consented to the public disclosure of the material marked “Confidential,” and the City may publicly disclose such material without any liability whatsoever to the proposer.

**F. Indemnification by Proposer**

To the extent that the City withholds from disclosure all or any portion of the proposer’s material marked “CONFIDENTIAL,” the proposer, by submitting a proposal in response to this RFP, agrees to indemnify, defend, and hold harmless the City of Everett from all lawsuits, liabilities, losses, damages, penalties, attorneys’ fees and costs the City incurs arising from or relating to such withholding from disclosure.

**G. Consent to Procedure**

Proposers, by submission of materials marked “CONFIDENTIAL,” acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to any proposer for the disclosure of any material or record of any kind when that disclosure is in accordance with applicable law or in accordance with an order applying applicable law entered by the Snohomish County Superior Court or a Washington appellate court. By submitting a proposal, the proposer consents to the procedure in this Section as its sole remedy and waives and releases all claims against the City arising from the City’s actions taken in accordance with this procedure.

**1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT**

All materials submitted in response to this request become the property of the City of Everett. Selection or rejection of a response does not affect this right.

**1.15 NO OBLIGATION TO BUY**

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this RFP does not compel the City of Everett to purchase.

**1.16 COST OF PREPARING PROPOSALS**

The City of Everett is not liable for any costs incurred by suppliers in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

**1.17 CONTRACT TERMINATION**

In determining any contract award, the City of Everett reserves the right to consider past performance by the suppliers in the City of Everett contracts. If the City of Everett has previously terminated a contract with a supplier for the supplier's default or other non-performance, the City of Everett reserves the right to reject bids or quotes received from that supplier.

**1.18 RECYCLE**

The City of Everett is committed to the environment and encourages suppliers to recycle material to the extent practicable.

**1.19 COOPERATIVE PURCHASING**

**Suppliers:** RCW 39.34 allows cooperative purchasing between public agencies, also called political subdivisions. Public agencies that have an Intergovernmental Cooperative Purchasing Agreement with the City of Everett may purchase from the City of Everett contracts, provided that the supplier has agreed to such participation. Each supplier must indicate on the submittal form if they will not honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Everett. The City of Everett does not accept any responsibility for purchase orders issued by other public agencies.

**Cooperating Political Subdivisions:** Public agencies desiring to use Everett's contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City of Everett, as required by RCW 39.34. Only those public agencies who have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency must be affected by a purchase order from the public agency directed to the supplier or other party contracting to furnish goods or services to the City of Everett.

The City of Everett accepts no responsibility for the performance of any purchasing contract by the supplier, and the City of Everett accepts no responsibility for payment of the purchase price for any public agency.

## **SECTION 2 – SCOPE OF WORK**

### **2.1 INTENT**

The City of Everett Fire Department (EFD) is seeking a qualified consultant to conduct a Community Risk Assessment (CRA) and Standards of Cover (SOC). The selected consultant will conduct the CRA & SOC to formulate recommendations for appropriate staffing and deployment of firefighting and emergency medical service resources consistent with state and national best practices and the Center for Public Safety Excellence.

The EFD expects the selected consultant to understand existing Washington Survey and Ratings Bureau (WSRB) rating strategies and National Fire Protection Association performance measures. In 2020, the WSRB assigned Everett Fire a Class 3 fire protection rating, and the department narrowly missed an improvement to Class 2.

The City has budgeted approximately \$60,000 to complete the assessment.

### **2.2 CITY OF EVERETT**

Everett is located approximately twenty-five (25) miles north of Seattle. With a population of roughly 112,000 spanning over forty-eight miles, Everett is the largest city in Snohomish County and the seventh largest in Washington State. The city has a workforce of approximately 1,200 employees who provide a wide array of municipal services, including police, fire, emergency medical services, street maintenance, planning and zoning, libraries, parks and recreation, and general administrative services. Additionally, the City operates five enterprises or revenue-generating divisions: water and sewer utility, solid waste, recycling utility, two golf courses, a transit system, and a parking garage.

### **2.3 EVERETT FIRE DEPARTMENT**

The City of Everett Fire Department operates in a geography that includes a dense downtown core, neighborhoods with narrow streets, challenging maneuverability, lakes, marine seaport, highways, heavy industrial zones, and fourteen miles of waterfront. The Everett Fire Department operates six (6) fire stations, an automotive shop, an operations warehouse, and an administrative building. Daily minimum staffing is 34 firefighters, who typically operate six engine companies, one ladder company, three aid (BLS) units, three medic (ALS) units, one battalion chief, and one medical services officer. Overall, the Everett Fire Department employs 175 career firefighters. Of the 175 firefighters, 30 are also paramedics. In 2023, Everett Fire managed just over 27,000 requests for emergency services.

### **2.4 SCOPE OF WORK**

The CRA and SOC must provide an analysis and recommendations for improving local community fire services in the future. The analysis and subsequent recommendations must be based on relevant data analysis and benchmarking to national standards as well as the department's performance benchmarks, which closely align with NFPA 1700.

The consultant should analyze the fire risk assessment data and the current deployment of all the EFD fire companies and apparatus to develop a comprehensive assessment of:

- The department station locations,
- Deployment models,
- Staffing,

- Fire risk using historical data,
- The district's business occupancy list, as well as other resources.

Additionally, at a minimum, the study must include an analysis of key data points:

- |                                      |  |
|--------------------------------------|--|
| • Fire incidents,                    | • Unit workload,   |
| • Emergency medical incidents,       | • Station location analysis,                                   |
| • Hazardous materials incidents,     | • Coverage,  |
| • False and other alarms,            | • Response Times,  |
| • Mutual and auto aid,               | • Station Operations,  |
| • Civilian and firefighter injuries, | • District Policies,   |
| • Fire dollar loss,                  | • Other data identified by Everett Fire Department leadership. |
| • Geographical incident patterns,    |  |

## 2.5 **FINAL REPORT**

The consultant will provide a final report to Everett Fire Leadership. At a minimum, the final report should include:

1. A summary of how the approach and analyses were conducted.
2. A summary review of the strengths of the department and opportunities for improvement and change.
3. All responses and service level data reported for a minimum of the last three (3) years.
4. Response and community risk data displayed in GIS format to the maximum extent possible. The awarded Supplier must provide source shapefiles as part of the deliverables.
5. Recommendations for changes in resource deployment methods to optimize service delivery.
6. An explanation of proposed changes and recommendations for their implementation.
7. Inclusion of supporting data and rationale for all recommendations.
8. Supporting statistics and other visual data to fully illustrate the current situation and recommendations.
9. An analysis of the efficiency of the current deployment of firefighting, EMS, and rescue resources.
10. An analysis of the department's ability to meet future fire and EMS deployment needs and deployment of an effective force to larger, more significant emergencies such as but not limited to flooding, volcanic activity, and earthquakes.

An ideal report would include recommendations from evaluating and analyzing the following:

1. Staffing, resource allocation, coverage, and overall deployment model:
  - a. Determine through critical task analysis the number of fire and rescue personnel that are needed to operate at fire and accident incidents adequately and safely.
  - b. Determine through critical task analysis the number of paramedics and EMTs needed to manage EMS incidents, taking into consideration existing EMS protocols.

- c. Analysis of the benefits of the department's existing and potential auto and mutual aid agreement on service delivery.
  - d. Evaluate the current resource deployment strategy and how potential future building and development projects may affect this strategy.
  - e. Consider the time of day, week, and month impacts caused by commuter traffic, traffic control devices, and road conditions.
  - f. Distribution and concentration studies.
  - g. Evaluate the current location and type of resources available for the first due and fully effective response.
2. Response Times:
- a. Document and evaluate current call processing time, turnout time, travel time, and overall response time.
  - b. Evaluate response intervals by time of day, to assess impacts from commuter traffic, traffic control devices, and road conditions.
  - c. Evaluate the time currently required to deliver the full effective response force.
3. Everett Fire Department Expectations:
- a. Discuss performance goals and expectations consistent with national guidelines from the National Fire Protection Association (NFPA), the Commission on Fire Accreditation International (CFAI), and the Washington State Rating Bureau (WSRB) and locally identified standards.
4. Response Reliability:
- a. Analyze response reliability by station and response unit.
  - b. Evaluate incident and unit response concurrency to determine if multiple calls are affecting performance.
5. Assess risk in the community:
- a. Conduct an analysis of the risk throughout the community. The purpose of this evaluation is to assess the community in comparison to recognized standards.
6. Community Performance Expectations
- a. Gather input from community members regarding their expectations for service.
7. Elected Officials Expectations
- a. Gather input from elected officials regarding their expectations for service.

## **2.6 CONSULTANT RESPONSIBILITIES**

1. The consultant will report to the Everett Fire Chief throughout the duration of the project. The consultant will provide internal communications and messages in the form of oral and written memos or emails to the Fire Chief as needed.
2. The consultant must conduct various meetings with key stakeholders to collect information needed for the Community Risk Assessment and Standards of Cover. Key stakeholders include elected officials, Everett Fire Union, EFD Staff, and the community at large.

3. Provide assistance to Everett Fire staff for city leadership presentations. As necessary, EFD staff may require assistance presenting information and conclusions to city leadership. Ongoing as requested.

## **2.7 EVERETT FIRE DEPARTMENT RESPONSIBILITIES**

Everett Fire staff will be responsible for the following:

1. Providing primary and secondary EFD contact information to the consultant.
2. Provide existing available data and reports to support analysis.
3. Coordinate the review of consultant deliverables by Everett leadership.

## **2.8 WORK MADE FOR HIRE**

All Deliverables, in whole and in part, shall be deemed works made for hire of City of Everett for all purposes of copyright law, and copyright shall belong solely to the City of Everett. To the extent that any such Deliverable does not qualify as a work for hire under applicable law, and to the extent that the Deliverable includes materials subject to copyright, patent, trade secret, or other proprietary right protection, Awarded Supplier agrees to assign, and hereby assigns, all right, title and interest in and to Deliverables, including without limitation all copyrights, inventions, patents, trade secrets, and other proprietary rights therein, including renewals thereof, to the City of Everett.

## **2.9 CHANGES IN THE SCOPE OF WORK**

The City reserves the right to add or delete similar services, such as follow-on reports or report updates, to this contract as necessary. In the event of a change, the City of Everett will provide the supplier with thirty (30) days' written notice of such change.

In addition, the City of Everett reserves the right to make changes, additions to, or deductions from this Scope of Work provided that they conform to the general scope of the contract. The Supplier will not affect any change without the prior written approval of the City.

## **2.10 PAYMENT**

Within thirty (30) days after delivery, acceptance of the items ordered, and a properly prepared invoice, but not more often than once per month, the City of Everett will pay the supplier according to the rate(s) stated on the price sheet.

No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered, or the labor performed as described before payment may be made. All invoices must list the PO number and are to be submitted to the following address:

City of Everett – Accounts Payable  
PO Box 12130  
Everett, WA 98206  
[accountspayable@everettwa.gov](mailto:accountspayable@everettwa.gov)

## **SECTION 3 – PROPOSAL EVALUATION PROCESS**

### **3.1 GENERAL**

All proposals will be reviewed to determine compliance with the requirements as specified in the RFP. Proposals will be evaluated on how well the proposal meets the needs of the City, as described in the supplier's response to each requirement and the evaluation criteria identified in this RFP. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal.

### **3.2 SELECTION PROCESS**

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms that the supplier can offer. The specifications may be altered by the City of Everett based on the supplier's proposal, and an increase or reduction of services with the supplier may be negotiated before contract signing, award, and execution.

### **3.3 CONTRACT AWARD AND EXECUTION**

A contract award will be for the supplier that best meets the needs of the City of Everett.

The award of a contract to the successful supplier will be the notice of acceptance. The award of a contract will bind the supplier to furnish the service in accordance with the information herein, responses to questions, the supplier's proposal, other representations made, as well as all other terms and conditions of the contract in its final form.

### **3.4 EVALUATION CRITERIA**

Proposals will be evaluated based on the following weighted criteria and how well they meet the needs and requirements as described in the RFP.

#	Criteria	Points	Description
1	Qualifications and Relevant Experience	50	Evaluate responses to Questionnaire 4.03.
2	Technical Capability, Approach, and Capacity	150	Evaluate responses to Questionnaire 4.03.
3	Communication, Customer Services, and Training	65	Evaluate responses to Questionnaire 4.03.
4	Risk, Performance, and Quality Assurance	35	Evaluate responses to Questionnaire 4.03.
5	Price Proposal	100	Evaluate Suppliers' price proposals to determine if the cost is fair and reasonable. Proposed prices: <ul style="list-style-type: none"><li>• are realistic for the work to be performed and</li><li>• demonstrate that the Supplier understands the Scope of Work.</li></ul>
	Total	400	

### **3.5 INTERVIEWS**

The City of Everett may request interviews with the highest-ranked supplier(s). The purpose of the interview, if held, will be to further review the finalist(s) in specific areas to determine which proposal provides the best fit and value to the City of Everett. Finalist(s) must have key employees available for these interviews. The City of Everett will notify the finalist(s) as to the time, date, and location for an interview or conference call.

## **SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS**

### **4.1 SUBMITTAL REQUIREMENTS**

Suppliers must provide a proposal which must demonstrate an understanding of the project requirements as stated throughout this Request for Proposal.

Proposals in response to this RFP must be submitted in the order specified below. Proposal responses must include:

- 1. Supplier Commitment and Information (included)**
- 2. Price Sheet (included)**
- 3. Narrative responses** to the questions asked. Suppliers should re-type the heading, question identifier, and question. Then, answer the questions and provide in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.
- 4. Certificate of Non-Debarment/Suspension (-included)**

### **4.2 SUGGESTED RESPONSE FORMAT**

- Standard 8 1/2" x 11" paper
- Single or double-sided, numbered pages
- Typed with a minimum of 12-point font
- Form 4.03 – re-type the question before responding

**FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION**  
**REQUEST FOR PROPOSAL #2025-002**  
**COMMUNITY RISK ASSESSMENT & STANDARDS OF COVER**

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship.		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number:		
Website:	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title:	
Supplier Contact Email:	Supplier Contact Direct Phone:	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for sixty (60) days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature and <b>Date</b> :	

**FORM 4.02 PRICE SHEET**  
**REQUEST FOR PROPOSAL #2025-002**  
**COMMUNITY RISK ASSESSMENT & STANDARDS OF COVER**

Supplier Name:

**Prices must include providing all services as detailed in the Scope of Work.**

1. Complete the price sheet.
2. The project will be paid based on milestones. Provide a firm fixed, not to exceed, lump sum amount for the entire report then provide a breakdown cost for each deliverable. As each deliverable is completed, this is the amount that will be paid for completing the milestone.
3. Clearly identify any services mentioned in your response that are not included in your proposed fee, such as services that would be an additional expense.

A.	Community Risk Assessment & Standards of Cover	Firm Fixed, Not To Exceed	\$
----	--	---------------------------	----

Task Breakdown	# of hours for task	Cost
<b>Deliverable:</b> Stakeholder Engagement		\$
<b>Deliverable:</b> Analysis of Data Points		\$
<b>Deliverable:</b> Draft report to the Fire Chief		\$
<b>Deliverable:</b> Final report and recommendations		\$
<b>Deliverable:</b> Source shapefiles of community risk data in a GIS format.		\$

B.	<b>Optional Additional Services</b> Provide hourly rates for additional applicable services that your firm can provide. List staff or positions to be utilized, their hourly rates, estimated hours for each position, and any other associated costs. While hours are estimated, any rates provided must remain in place for the duration of the contract.		
Deliverable:		# of hours for task	Cost
Provide assistance to present information and conclusions of the report to city leadership.			\$

## **FORM 4.03 QUESTIONNAIRE**

Suppliers must complete this “Questionnaire,” providing the information in the same order requested below. In their narrative, suppliers may emphasize any areas of their proposal that they believe exceed our requirements.

### **1. Qualifications and Relevant Experience**

- A.** Briefly describe your company. Include how long the company has been in business.
- B.** Describe the qualifications of your company, its business experience, and achievements.
- C.** Describe your firm’s experience in conducting Community Risk Assessments and Standards of Cover for Fire Departments. Specifically, address your company’s experience with Washington Survey and Ratings Bureau (WSRB) rating strategies, National Fire Protection Association performance measures (NFPA), and the Commission on Fire Accreditation International (CFAI).
- D.** If awarded this contract, who are you proposing to be the project manager? What is their experience with this work and other aspects pertinent to this project? What are their years of experience, years in the industry, and years with the firm? Provide a list of three major projects that the person has been involved in and their role in those projects.
- E.** Provide names, tenure, roles, and responsibilities for each key team member.
- F.** Do you have any representatives in Washington State or the Northwest Region?
- G.** What characteristics most distinguish your organization from your competitors?

### **2. Technical Capability, Approach, and Capacity**

- A.** Describe your methodology in reviewing fire departments and in developing recommendations. List the primary features or work tasks, and describe your execution, management, and control of the project.
- B.** Provide a timeline or schedule for this project, which includes a schedule of milestones and an estimate for City of Everett staff time requirements, if any.
- C.** What is your company’s approach to this project? Specifically, address your plan to gather community and elected official input.
  - 1.** Provide a detailed explanation of how your company plans to obtain the data necessary to perform the required analysis. Include the sources of information, how the information will be acquired, and the format in which you will collect the information.
- D.** Identify your availability for this project. Please include a statement of other work currently underway or anticipated to be in progress during the time frame of this project and show how you intend to schedule projects so this project is adequately supported and will be delivered on time.
- E.** Indicate whether your firm intends to subcontract any portion of this contract. If so, please provide the following: name of the firm(s), the percentage of work to be performed by each subcontractor, and a description of the nature of work performed by each.
- F.** How will we benefit from this approach?
- G.** How or why does your approach provide the best value?

### **3. Communication, Customer Services, and Training**

- A.** Describe how your company project manager will keep the Everett Fire Department timely informed of any issues related to delivering the services described in this RFP.
- B.** Describe your company's customer service. What is your company's policy for returning calls and e-mails?
- C.** Describe your approach to achieving customer satisfaction.
- D.** How will your project manager communicate with the City of Everett's project manager in all phases of the contract? Include how often status reports are provided.

### **4. Risk, Performance, and Quality Assurance**

- A.** Submit no more than five (5) completed relevant project experiences within the past five years that demonstrate successful contract performance for Fire agencies similar in size and scope as described in this RFP. Include the following for each reference:
  - 1. Company name and full address
  - 2. Point of contact name, title, e-mail address, and phone number
  - 3. Contract title, number, start and completion dates
  - 4. Contract description & order/service details
- B.** Describe any challenges or risks you anticipate in completing this analysis.

**FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION  
REQUEST FOR PROPOSAL #2025-002  
COMMUNITY RISK ASSESSMENT & STANDARDS OF COVER**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS

**THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION PACKAGE.**

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project), \_\_\_\_\_ hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

**The Supplier, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.**

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

## **SECTION 5 – ACRONYMS & DEFINITIONS**

**Bidder:** see “Supplier”.

**CFR:** Code of Federal Regulations.

**City Facility:** the location(s) work is to be performed.

**City:** refers to the City of Everett (“COE”), located in Washington State.

**Code Requirement:** all applicable requirements of the City of Everett Municipal Code (EMC) Title 16, along with any applicable codes including, but not limited to, International Mechanical Code, International Plumbing Code, and International Energy Conservation Code. EMC Title 16 can be found here:

<https://everett.municipal.codes/EMC/16>

**Contractor:** see “Supplier”.

**Contract Administrator:** see “Procurement Professional”.

**Cost Analysis:** comparison of offered price to the offeror’s own costs and evaluation of the difference (profit).

**CRA:** Community Risk Assessment

**Desired Features:** features that a requested commodity or solution does not have to possess to be considered responsive. However, inclusion of such features are considered value added qualities that may lead to a higher level of success and evaluation score for the proposal response. These are in addition to the salient characteristics included in the solicitation.

**EFD:** Everett Fire Department.

**Equipment:** an assembly of machines and components in a logical manner that works systematically to provide an intended, conditioned environment for the facility.

**Inspection:** assess the condition of the equipment and components. Inspection is used to establish and determine if corrective action is required for the equipment to perform within an acceptable operation.

**L&I:** the Washington State Department of Labor and Industries.

**Lower Tier Participant:** see “Supplier”.

**Maintenance:** work performed to preserve equipment performance and condition.

**Mandatory Features:** a condition set out in the scope of work or specifications that must be met without alteration. Not meeting a mandatory requirement may be grounds for disqualification of a bid or proposal.

**Must:** see “Shall”.

**Offeror:** see “Supplier”.

**Price Analysis:** comparison of proposed price to comparable pricing data.

**Prime Contractor:** see “Supplier”.

**Procurement Professional:** the individual in Procurement assigned by the City of Everett who is responsible for resolving contractual issues and supporting the Project Manager during Contract performance. This includes the

issuance of a written document to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details, or delivery schedule.

**Project Manager:** the individual assigned by the requesting department that is responsible for managing, inspecting, and monitoring all Contractor work performed to ensure compliance with the contract requirements. The Project Manager is the Contractor's primary point of contact and acts as the agency's representative in charge of work at the site.

**Proposer:** see "Supplier".

**RCW:** Revised Code of Washington.

**Recipient:** see "City".

**Shall or Must:** the terms "shall" or "must" are used whenever a specification expresses a requirement by either the City or the Supplier.

**SOC:** Standards of Cover

**Subcontractor:** the individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Supplier to perform any portion of the work covered by this contract.

**Supplier:** the individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a response to perform the work.

## SECTION 6 - CITY OF EVERETT

### GENERAL CONDITIONS

**Compliance with Law.** Supplier, at its sole cost and expense, must perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of the City of Everett; and rules, regulations, orders, and directives of the City.

**Amendments/Change Orders.** No alteration, change, modification or amendment to this Contract is effective unless by an instrument in writing executed by the legally authorized parties hereto. Any changes in the scope of work or compensation must be mutually agreed upon between City and the Supplier and must be incorporated in written amendments to the Contract.

**Assignment.** This Contract may not be assigned in any manner or by any means by Supplier without the express written consent of the City.

**Waiver and Remedies.** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder must not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Purchase Order are cumulative; the use of one remedy must not be taken to exclude or waive the right to use another.

**Binding Effect.** The provisions, covenants and conditions provided bind the parties, their legal heirs, representatives, successors, and assigns.

**Ratification.** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

**Termination.** City, at its sole discretion, may terminate this Contract for convenience at any time for any reason. Termination is effective immediately upon notice of termination given by the City. In the event this Contract is terminated prior to the full delivery of goods and/or services. Supplier will only be paid for the work or goods accepted, at the City's sole discretion, at the time of termination of the Contract.

**Severability.** Any invalidity, in whole or in part, of any provision of this Purchase Order must not affect the validity of any other of its provisions.

**Payments.** City will pay Supplier submitted invoices within thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services, provided that Supplier has listed all appropriate information on the invoice and complied with all contractual requirements. Payment must be full compensation for goods delivered, work performed or services rendered, including all labor, materials, supplies, equipment and other expenses. The City reserves the right to require Supplier to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Supplier agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Supplier agrees to issue a refund of any overages paid in error by the City. The total on the Purchase Order is to be the not-to-exceed amount and is not to be construed as a guaranteed amount due to Supplier.

**Taxes.** Supplier must pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Purchase Order; taxes levied on its property, equipment and improvements; and taxes on the Supplier's interest in this Purchase Order.

**Warranties.** Supplier warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.

**Ownership of Records and Documents.** All materials, writings and products produced by Supplier in the course of performing this Contract must immediately become the property of the City. In consideration of the compensation provided for this

Contract, the Supplier hereby further assigns all copyright interests in such materials, writing and products to the City. A copy may be retained by the Supplier.

**Non-Discrimination and Equal Employment Opportunity.** During the term of this Purchase Order, Supplier will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Supplier will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action must include all terms and conditions of employment, compensation, and benefits, including apprenticeship.

**Governing Law/Venue.** This Contract must be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder must be construed and enforced in accordance with, and governed by, the laws of the State of Washington, without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract must be brought in the Superior Court of Snohomish County, Washington.

**Independent Contractor.** Supplier, its subcontractors, agents and employees are independent Suppliers performing services for the City and are not employees of City. The Supplier, its subcontractors, agents and employees, must not, as a result of this Contract, accrue leave, retirement, pension, insurance, bonding or any other benefits afforded to City employees. The Supplier, its subcontractors, agents and employees, must not bind the City in any way except as may be specifically provided herein. The Supplier must have the authority to control and direct the performance and details of the work described herein.

**Insurance.** The Supplier must obtain and keep in force during the entire term of this Contract, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work must be by the Supplier, subcontractor or anyone directly or indirectly employed by either the Supplier or a subcontractor. The amount of coverage provided by such insurance must be not less than one million (\$1,000,000) combined single limit for bodily injury and property damage not less than five hundred thousand (\$500,000) combined single limit for automobile liability. The Supplier agrees to the following requirements relating to insurance coverage:

- a. **Liability Insurance.** All liability insurance required herein must be under a comprehensive or commercial general liability and business, automobile policy or policies. The City must be named as a Certificate Holder and an additional insured with respect to all such policies. Copies of all such policies must be furnished to the City upon request.
- b. **Worker's Compensation.** Supplier must take out and maintain during the life of the Contract, Worker's Compensation, including Washington State Stop Gap, insurance for all its employees engaged in work under or pursuant to this Contract who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Supplier must require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Supplier.
- c. **Employment Security.** Supplier must comply with all employment security laws of the State of Washington, and must timely make all required payments in connection therewith.











# Community Risk Assessment\_Standards of Cover\_6.16.25\_SD

Final Audit Report

2025-06-20

Created:	2025-06-17
By:	Ashleigh Scott (AScott@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2OBJPZI5qAlktVKMLVeiSsNL73fBhBmo

## "Community Risk Assessment\_Standards of Cover\_6.16.25\_SD" History

-  Document created by Ashleigh Scott (AScott@everettwa.gov)  
2025-06-17 - 8:41:57 PM GMT
-  Document emailed to Bert Cueva (bcueva@everettwa.gov) for approval  
2025-06-17 - 8:44:12 PM GMT
-  Email viewed by Bert Cueva (bcueva@everettwa.gov)  
2025-06-18 - 5:38:44 AM GMT
-  Document approved by Bert Cueva (bcueva@everettwa.gov)  
Approval Date: 2025-06-18 - 3:49:04 PM GMT - Time Source: server
-  Document emailed to Craig Hiltz (craig.hiltz@darkhorseanalytics.com) for signature  
2025-06-18 - 3:49:13 PM GMT
-  Email viewed by Craig Hiltz (craig.hiltz@darkhorseanalytics.com)  
2025-06-18 - 4:18:10 PM GMT
-  Document e-signed by Craig Hiltz (craig.hiltz@darkhorseanalytics.com)  
Signature Date: 2025-06-18 - 7:40:08 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval  
2025-06-18 - 7:40:17 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)  
2025-06-18 - 7:57:14 PM GMT
-  Document approved by Tim Benedict (TBenedict@everettwa.gov)  
Approval Date: 2025-06-18 - 7:58:03 PM GMT - Time Source: server

 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature

2025-06-18 - 7:58:13 PM GMT

 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2025-06-18 - 8:27:10 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2025-06-18 - 8:27:41 PM GMT - Time Source: server

 Document emailed to Ashleigh Scott (AScott@everettwa.gov) for signature

2025-06-18 - 8:27:51 PM GMT

 Document e-signed by Ashleigh Scott (AScott@everettwa.gov)

Signature Date: 2025-06-20 - 3:24:32 PM GMT - Time Source: server

 Agreement completed.

2025-06-20 - 3:24:32 PM GMT