

Foley Fire Department FOLEY, AL

Proposal Start Date: 6/1/2013

Packages Ordered: FIRE; VISION PLUS

- Top level station management tools
- Secure, fault tolerant data storage
- Automatic upgrades and maintenance reduce IT costs
- Unlimited concurrent users; web-based access from anywhere
- Supports more than 75,000 users worldwide including many U.S. Department of Defense Agencies





Sales Rep:	Trey Carpenter
Order Received:	
Support Rep:	
Referral Code:	
Account Created:	
DoD 0 GSA 0 Partn	er:

PACKAGE ORDER FORM

Package offer valid from 4/26/2013 for 30 days

Agency Name:	Foley Fire Department
Mailing Address Line 1:	120 W Verbena Ave
Mailing Address Line 2:	Foley , AL, 36535
County:	BALDWIN
Phone:	(251) 943-1266
Fax:	
Billing Address (if different):	PO BOX 1750
FDID:	
EMS ID:	
Customer Type:	NEW
Department Type:	COMBINATION
NFIRS Export Recipient (Email):	
Start Date:	6/1/2013

Package Description:	Set Up/Initial Fee:	Annual Cost:	Monthly Cost:		
FIRE	\$749.00		\$149.00		
Package Add Ons:					
Google Maps Integration					
VISION PLUS	\$250.00	\$792.00			
TOTALS	\$999.00	\$792.00	\$149.00		

Added Fees	
Training Fee†	
Import Fee*	
Report Fee**	
FEE TOTAL	\$0.00

1	X	\$149.00	=	\$149.00	X12	\$1,788.00	+	\$792.00	+	\$999.00	+	\$0.00	=	\$3,579.00
# Licensed Stations		Cost		Monthly Total		Yearly Cost		Vision Yearly		Set Up Fees		Other Fees		Grand Total Year 1

Special Contract Terms: We'll import your existing NFIRS data as part of the setup process. NFIRS data sent to ER must be in the NFIRS file format. There is a \$500 cost to import non-NFIRS data. If you wish to import non-NFIRS data please let me know and I'll send you an updated order form with that cost included. Please write in your FDID # for setup. Please sign and fax the completed order form to 866-929-6157. **Initial invoice to be prorated through Sept. 30**th **to align with existing budget cycle starting October 1**st. **That total will be: \$999 Setup, \$596 Fire, \$264 Vision Plus = \$1,859.**

Print Name:	Direct Phone:	
Signature:	Title:	Date:
	(Prorated to October 1 st budget cycle, see comments)	

	Data to be imported*: (Please check all that apply)							
	NFIRS (Free if in NFIRS Export format)							
	Equipment							
	Occupancy							
	Hydrants							
	Flow Test							
	Other:							
Da	Data Import Contact Information							
Co	Contact Name:							
Pho	Phone:							
Em	Email:							

*For all imports not in NFIRS Export Format there will be a \$500.00 import fee. This fee applies to the first 4 hours of configuration and includes assessment, manipulation, edits and final import. If additional time is required, a quote will be provided at a rate of \$125.00/hour with a 3-hour minimum. We will not import training records at this time.

**Report requests will be broken into two categories; simple or custom. Simple reports will cost \$250 for the first two hours and \$125/hour after that. Custom reports will cost \$500 for the first 4 hours and \$125/hour after that.

†Training fees require a custom quote from your sales rep and are based on package type, department size, and length of training requested.

Terms & Conditions

Emergency Reporting, a trade name of Reporting Systems, Inc. ("RSI"), and Foley Fire Department ("AGENCY") are entering into an agreement as of the signature date.

RSI shall perform the following services:

- 1. Collect emergency response data via a website accessible at https://secure.emergencyreporting.com.
- 2. Maintain collected data to standards set by FEMA's National Fire Incident Reporting System (NFIRS) and/or the National Emergency Medical Services Information System, version 2.2.1 Gold.
- 3. Provide EMS export services for states that are officially supported by RSI for EMS exports. Due to the number of states that have modified the NEMSIS standard, NEMSIS 2.2.1 Gold is not a supported EMS Export type in many cases. State EMS reporting is not supported unless the state is specifically listed on page 1.
- 4. Provide ongoing changes and bug fixes, at no additional charge, to remain in compliance with NFIRS & NEMSIS 2.2.1 Gold.
- 5. For supported states and exports (NFIRS, state specific EMS, or other export types) provide email or direct HTTPS download to the necessary recipients. If possible, RSI will configure direct submission to the state; if the state prohibits third party submissions, RSI will provide Agency with the applicable data for state reporting requirements.
- 6. Ensure appropriate security, privacy, and encryption of data transmitted to and from the website, in compliance with RSI's internal polices, federal HIPPA regulations, industry practices regarding security, and (if applicable) Department of Defense (DoD) requirements as outlined in DoD directive 8500.1, 8500.2, PIA & SORN, necessary STIGS, and others, as defined by the Secretary of Defense or his/her designee.
- 7. Provide access to the website by current browser technology as stated in the RSI Users Policies Manual.
- 8. Provide data backup to guard against data loss in the event of catastrophic system failure.
- 9. Guarantee uptime of 99.9%, as calculated on an annual basis.

The Agency shall be responsible for the following:

- 1. Maintain an active user list of accounts that are authorized to access the website.
- 2. Pay all outstanding charges in a timely fashion. Non-timely payment may result in deactivation of service (deactivation will occur with warning to the AGENCY; AGENCY data will be accessible when charges are brought current).
- 3. Maintain active Internet Service Provider (ISP) services to access the website. ISP charges are not included in this agreement. ISP failures are not the responsibility of RSI.
- 4. Enter emergency response data and all other data into the website per system instructions, support recommendations, and in accordance to the RSI User Policy Manual available on the support page from within Emergency Reporting's website.
- 5. Use supported web browsers as listed in the RSI User Policy Manual.

Governing Law. The AGENCY agrees that the rights of user and RSI shall be governed by the Laws of the State of Washington, without regard to any conflicts of law, rules or provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this agreement shall be in an appropriate State or Federal Court located in WA State.

Data Ownership. All data transmitted to the website remains the property of the AGENCY. Retransmission of this data to the necessary state reporting authorities is authorized. Modifying, deleting or other modifications of submitted incident data by RSI is prohibited. Scientific research that is based on broad data trends is authorized, but no AGENCY specific data is to be made visible to any third parties.

Statute of Limitation. The AGENCY agrees that any cause of action you may have against RSI must be commenced within (6) six months after the claim arises.

Termination. Either AGENCY or RSI can terminate service at any time upon 30 days written (or email) notice. Future service fees, if any, will be refunded to the Agency.

Pricing. The AGENCY agrees to the prices set forth in this agreement. RSI reserves the right to modify AGENCY pricing at the billing renewal date, and will provide 30 day advance written notice of its intent to do so.

Copyright. The AGENCY recognizes that the RSI website is protected under U.S. copyright and trademark law, international conventions and other applicable law. The AGENCY agrees to not license, sell, publish, decompile, reverse engineer, or otherwise deconstruct any portion of RSI's technology.

RSI uses computer technology to collect data, and no such technology is 100% reliable at all times. System failures may occur without warning. Although all efforts will be made to prevent such failures, the AGENCY recognizes that these failures are outside the control of RSI, and agrees to hold RSI, its principals, employees, and agents harmless. If any court holds any portion of this Agreement to be unenforceable, then the remainder of this Agreement shall survive