

# FINANCE & ADMINISTRATION

## REQUEST FOR PROPOSALS

Fire Dispatch Services  
RFP50124

Release date: January 20, 2016

Proposals will be received up to  
3:00:00 pm local time on Thursday, February 12, 2016

Contact: Michael Hatfield  
Procurement Officer  
Municipality of East Hants  
Telephone: (902) 883-7098, Ext 232  
Email: [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca)



**EAST HANTS**  
**We live it!**

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## 1. INSTRUCTIONS TO PROPONENTS

### 1.1. Introduction

- 1.1.1. The Municipality of East Hants (East Hants) requires the services of a qualified firm to supply Dispatching Services to certain volunteer fire departments in East Hants. To this end, East Hants is seeking competitive proposals from the marketplace to identify a Contractor to provide these Services.

### 1.2. Definitions

- 1.2.1. **Proponent:** An individual or company who submits a proposal.
- 1.2.2. **Successful Proponent:** the proponent whose proposal is selected for award.
- 1.2.3. **Independent Contractor:** a Proponent, successful or otherwise, is considered to be an Independent Contractor, not an employee of East Hants.

### 1.3. Proposal Deadline

- 1.3.1. Proposals will be received up to **3:00:00 pm** local time on February 12, 2016 at the address listed below:

Civic: Municipality of East Hants  
Lloyd E. Matheson Centre  
15 Commerce Court  
Elmsdale, NS B2S 3K5

Mail: Municipality of East Hants  
230-15 Commerce Court  
Elmsdale, NS B2S 3K5

Attention: Mike Hatfield, RFP50124

- 1.3.2. Proposals must be received at the Reception & Payments counter on the first floor of the Lloyd E. Matheson Centre and must have the time and date indicated on it by East Hants staff to confirm receipt prior to the stated Proposal Deadline. Please allow sufficient time to be served by staff.

### 1.4. Proposal Submission

- 1.4.1. Proponents shall submit their proposal as one original copy and three physical copies (total of four paper copies) and one electronic copy in Portable Document Format (PDF), submitted on either a disk or USB key.
- 1.4.2. The Proponent must ensure that all copies they submit, including electronic copies, are identical in terms of content. East Hants will not accept any responsibility for omissions or errors in a Proponent's proposal or copy thereof and may reject any proposal where East Hants determines, in their sole opinion, such differences are material to understanding the proposal.
- 1.4.3. The proposal shall be sealed in an envelope and shall be labeled:  
  
"RFP50124 - Fire Dispatch Services"
- 1.4.4. When sending by courier or other means where the label may be obscured, the Contractor must ensure the Competition Number is visible on the outer packaging.



## 1.5. Inquiries

- 1.5.1. All questions or requests for additional information or clarifications regarding this Request for Proposals shall be in writing, by email only, to the attention of:

Michael Hatfield  
Procurement Officer  
Municipality of East Hants  
Email: [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca)

- 1.5.2. East Hants will provide clarifications and additional information, if required, by way of Addenda.
- 1.5.3. Inquires will be accepted up until four business days prior to the Proposal Deadline.
- 1.5.4. Proponents are solely responsible to ensure that any such inquiries are received by East Hants as described above. East Hants will not be responsible if a Proponent acts based on information received in any other way than an approved Addendum or communication, in writing, from the representative named in this section.

## 1.6. Proposal Acceptance (Privilege Clause)

- 1.6.1. East Hants reserves the right to accept or reject any or all proposals.
- 1.6.2. All proposals become the property of East Hants once submitted.
- 1.6.3. Late proposals will be rejected and will be returned unopened. Faxed proposals will not be accepted. Emailed proposals will not be accepted. Incomplete proposals may be rejected.
- 1.6.4. Any proposal that does not include all of the information required in this RFP will be considered incomplete and may be rejected. For greater clarity, this may include, without limitation, recommendation letters, references, insurance submissions, financial information requirements, or any information on which East Hants has stated it may evaluate the proposal.
- 1.6.5. This document and Request for Proposal process does not constitute a call for tenders.
- 1.6.6. Proponents undertake any expenditure related to the submission of a proposal at their own risk.
- 1.6.7. This Request for Proposals neither expresses nor implies any obligation on the part of East Hants to enter into a contract with any party submitting a response or responses.
- 1.6.8. East Hants may include evaluation criteria within this Request for Proposal document to be used as a guideline for Proponents (see Proposal Evaluation Criteria). East Hants reserves the right to deviate from the evaluation criteria where it is in the best interests of the Municipality. Without limiting the generality of the foregoing, decisions to deviate from the evaluation criteria may be made based on budgetary and/or service delivery considerations having regard to all of the Proposals received and the needs of East Hants.
- 1.6.9. East Hants reserves the right to accept or reject all or any Proposals, and to not accept the lowest Proposal. East Hants may accept any Proposal or any portion of any Proposal that may be considered to be in the best interests of East Hants.
- 1.6.10. East Hants reserves the right to waive formality, informality or technicality in any Proposal. This includes the right to accept a Proposal that is not strictly compliant with the instructions in the Request for Proposals document.
- 1.6.11. East Hants reserves the right to amend this Request for Proposal document at any time before the Request for Proposal's closing date and will issue an addendum in the event of a change.
- 1.6.12. East Hants reserves the right to negotiate, after the Request for Proposal's Proposal Deadline, with any Proponent for services and to finalize service arrangements in the best interests of East Hants.



- 1.6.13. In applying this privilege clause, East Hants shall not be bound by trade or custom in dealing with and/or evaluating the responses to the Request for Proposals.
- 1.6.14. East Hants reserves the right to interpret any and all aspects of this Request for Proposals as may be most favourable to East Hants.
- 1.6.15. In submitting a Proposal, the Proponent has accepted the reservation of rights (privilege clause) as set out herein and agrees to be bound by same.
- 1.6.16. Should a Proponent find any discrepancies, errors, or omissions in this RFP, or if a Proponent is unsure as to the meaning of anything in this RFP, they are to advise East Hants in writing; East Hants may, in its sole discretion, respond to such written inquiry, to all Proponents, in an addendum.
- 1.6.17. The Proponent is responsible for all costs associated with preparing and submitting this Proposal. This includes, without limitation, any and all costs, fees, expenses (travel, accommodations or meals) or other incidentals related to preparing, printing, binding, transporting, presenting, defending, or clarifying the Proposal.
- 1.6.18. It is the responsibility of the Proponent to be sure they understand the requirements prior to submitting a Proposal and before the deadline for questions has passed.
- 1.6.19. East Hants may cancel the RFP process at any time, for any reason, in its sole discretion. In the event that an RFP process is cancelled, East Hants will not be obligated to pay any costs, damages, or claims of any type to any Proponent or potential Vendor or Proponent.
- 1.6.20. In providing a Proposal, the Proponent warrants that their Proposal is in all respects fair and is provided without collusion or fraud. No representative of the company from which a Proposal is to be provided may extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of East Hants. Proponents must also advise East Hants, in writing, of any potential conflict of interest that may affect, or appear to affect, the RFP process, including the influence of award.
- 1.6.21. Proponents shall indemnify and save harmless East Hants, its officers and its employees from and against all claims, demands, losses, damages and costs of any kind based upon injury or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Proponent or their servants in the preparation of their Proposal and/or in the course of delivering Services.
- 1.6.22. Proponents are advised that no commitment to purchase Goods or Services shall exist until the successful Proponent is advised by East Hants, in writing, of an award. If an award is made, the method of procurement may be, at East Hants's discretion, Procurement Card, Purchase Order, or other method of contract East Hants may identify.
- 1.6.23. This process and the procurement of Goods and Services, if any, resulting from this RFP process will be subject to the [\*Atlantic Provinces Terms and Conditions, Goods and Services\*](#) and the terms and conditions noted herein. Where there is a conflict between the *Atlantic Provinces Terms and Conditions, Goods and Services* and this document, this document shall prevail.
- 1.6.24. East Hants does not bind itself to accept any Proposal, but may accept any Proposal, in whole or in part, or discuss with any Proponent different or additional terms to those described in this RFP or in such Proponent's Proposal. East Hants may:
  - reject any or all of the Proposals;
  - accept any Proposal;
  - if only one Proposal is received, choose to accept or reject it;
  - not to accept the lowest bid price; or
  - alter the schedule, RFP process, or any other aspect of the RFP, as it may determine in its sole and absolute discretion.

- 1.6.25. Submitting a Proposal shall be deemed proof that the Proponent was aware of and understood the requirements, the terms and conditions, and all other provisions of the RFP. East Hants will not be liable for claims made by a Proponent that they were uninformed or unaware of the requirements, terms or conditions of this RFP.

## 1.7. Proposal Openings

- 1.7.1 East Hants will proceed with private openings for this RFP. Proponents will be advised of their status in the RFP once a determination of award has been made.

## 1.8. Proposal Validity

- 1.8.1. Proposals shall remain valid for acceptance for a period of sixty (60) days from the Proposal Deadline or such additional time as may be mutually agreed upon in writing.

## 1.9. Cost of Services

- 1.9.1. The Proponent is responsible to ensure that their proposal clearly describes total estimated cost to provide the Services in each Service Year contemplated in this RFP. The cost must be the total cost to complete the Services, including, without limitation, all fees, expenses, and disbursements for which the Proponent expects to be paid during each annual Service Year, based on the conditions described in Schedule A.
- 1.9.2. Without limiting the foregoing, East Hants recognizes that there are certain factors which may have an impact on the Service Year cost that cannot be quantified at the time the bid is prepared. The Proponent may propose an escalation clause which will apply in the event the circumstances they specify for such an escalation clause come to pass (i.e. call volume is significantly higher than specified by East Hants or there is a change in population). Such clause, if specified, must be clear as to how it will be applied and must be calculable from each Service Year cost (i.e. not cumulative, not retroactive and only applicable to the Service Year for which application is made). East Hants will consider the implications of the escalation clause when evaluating the proposal and reserves the right to negotiate any such proposed clause when determining the final contract.
- 1.9.3. This work is being conducted with public funds and therefore may be subject to access to information requests. In order to operate in a fair and transparent manner, the name of the Successful Proponent and the lump sum costs provided by the Successful Proponent may be made public after award. However, East Hants believes the disclosure of individual unit costs or rates may be harmful to the competitiveness of Bidders and therefore will not publish or provide unit rates related to this or any competition, nor will they release any Proposal, or part thereof, without consulting the Proponent first, unless required to in law.

## 1.10. Proposal Requirements

- 1.10.1. The background, nature of the required Services, and other details which the Proposal must address are described in Schedule A, Service Description. East Hants has tried to clearly describe what it wants to achieve in requesting these Services, its service expectations, and the level of support we may expect from the Successful Proponent during the term of the Service delivery.
- 1.10.2. The Proponent must provide an overview of how they will provide the required Services, including, but not limited to, the following:
  - 1.10.2.1. Overview of capability and capacity, including the following:
    - 1.10.2.1.1. Description of how many calls are typically dispatched by the location that would provide the Services for East Hants and the maximum number of calls that facility is currently able to dispatch;
    - 1.10.2.1.2. Approximate number of departments (of various types including fire departments) that are currently being dispatched and the maximum number of departments the facility could support;

- 1.10.2.1.3. Description of the types of departments you currently service (fire, police, other);
  - 1.10.2.1.4. Description and location of the building from which the Services will be supplied. The building must, at minimum, comply with the requirement specified in Schedule A; and
  - 1.10.2.1.5. Description of the equipment available to provide the Services, including a brief overview of how it is maintained (calibration, preventative maintenance and replacement schedules, for example);
  - 1.10.2.1.6. Description of the staff who will provide the Services, including the number and function of staff available to perform the Services, the typical or minimum qualifications staff must have, if any, the typical training staff will receive before providing the Services, and any other relevant information with respect to staffing you may deem important.
- 1.10.2.2. An Overview of the Services, including the following:
- 1.10.2.2.1. Description of the typical steps associated with setting up to provide the Services and amount of time required to complete the set up;
  - 1.10.2.2.2. Description of how the Services are typically provided, including response times, issue management, quality control, information management, and reporting. In particular, please provide information on quality measures, including how you measure performance, what your targets were for 2015, if any, and how you ultimately performed (met targets, improved, etc.);
  - 1.10.2.2.3. Description of contingency plans in place to ensure provision of the Services is not interrupted. This should include, without limitation, a list and short description of any plans or processes with respect to staffing issues, fire, power outage, snow storm, or other circumstance, emergency or disaster that may impact the delivery of Services. This section of the responses must address Service recovery and redundancy; and
  - 1.10.2.2.4. Safety.
- 1.10.2.3. Three references to whom you have or currently provide Services (do not include East Hants). The reference information must include the name of the company or entity to whom you provide(d) Services, the name of their current contact person and the related phone number and email address for that person, a short description the type of Services provided, and the period for which the Services were provided; and
- 1.10.2.4. Any additional information which describes the Services or your company which will be beneficial to East Hants in understanding your proposal.
- 1.10.3. Proposals should be presented in an easy to read font (10-12 PT) and must include all information which the Proponent wishes East Hants to consider. The relevant content of hyperlinks or other referenced material must be included as an appendix in the proposal. The Proposal may not exceed 25 pages, not including appendices and references.
- 1.10.4. Proponents must complete and submit with their proposal Appendix A, the Proposal Form and Appendix B, The Proposal Summary.
- 1.10.5. In addition, the Proponent must complete any table, Schedule or Appendix identified in the RFP. The Proponent may include any tables or attachments it feels will help clarify their proposals above the minimums identified in the RFP document.
- 1.10.6. Proponents must indicate whether they are the sole undertakers of the work or whether subcontractors will be used. Proposed subcontractors shall be subject to approval by East Hants.



- 1.10.7. East Hants may, without creating an obligation to any Proponent, request clarifications, additional information, supporting documentation not otherwise supplied, up to including a request for a meeting or presentation, for any proposal or from any Proponent, prior to award.
- 1.10.8. The Proponent is responsible for all costs associated with preparing and submitting this proposal. This includes, without limitation, any and all costs, fees, expenses (travel, accommodations or meals) or other incidentals related to preparing, printing, binding, transporting, presenting, defending, or clarifying the proposal.
- 1.10.9. It is the responsibility of the Proponent to be sure they understand the requirements prior to submitting a Proposal and before the deadline for questions has passed.
- 1.10.10. To qualify for award, a Proponent must be registered with the Workers' Compensation Board of Nova Scotia (WCBNS), regardless of the size of the company or its usual status with WCBNS. The Proponent is required to provide a Clearance Letter with their Proposal, except where:
- 1.10.10.1. a Proponent is not currently registered, but intends to register as a condition to providing the Services; and
- 1.10.10.2. Where the Proponent confirms in Appendix B that they have inquired with WCBNS and have determined they will be able to obtain such coverage.
- 1.10.11. In addition to the clauses herein, the successful Bidder will also have to comply with the terms and conditions specified in Schedule A and the Independent Contractor Agreement. Failure to comply with these conditions may result in the rejection of the Proponent's proposal or the cancellation of award.

#### 1.11. Proposal Evaluation

- 1.11.1. East Hants will evaluate each proposal using the criteria specified below.

Criteria	Available Points
<b>Section 1: Proposal Document</b>	
Capability and capacity ( <i>calls, departments, building, equipment, staff, etc.</i> )	/25
Services Overview ( <i>set up, response times, issue management, quality control, information management, reporting, escalation</i> )	/25
Completeness and Value ( <i>degree to which proposal addresses submission requirements</i> )	/10
References ( <i>response to reference checks</i> )	/15
<b>Section 1 Sub-Total</b>	<b>/75</b>
Cost Rating	/25
<b>Total</b>	<b>/100</b>

- 1.11.2. East Hants will add all Service Year costs provided in Appendix A together to determine an Estimated Contract cost. When evaluating the proposals, East Hants will assign points for Cost based on the following formula:

(Lowest Estimated Contract Cost divided by Proponent's Estimated Contract Cost) multiplied by the Available Points

- 1.11.3. In the case of a tie, East Hants may chose the Proponent's proposal which achieved the highest Sub-Total in Section 1. If neither of these methods results in clear result, East Hants may use chance to determine which Proponent to consider for award.



## Appendix A - Proposal Form

Proposal submitted by: \_\_\_\_\_

The Proponent must complete the following table to be submitted with their proposal. The proponent must prove a lumps sum price for each Service Year. Unless otherwise specified or agreed, a Service Year will run from April 1 until March 31 of the subsequent calendar year. The Estimated Contract Cost is the sum the cost for each Service Year. In the event that the sum provided in the Estimated Contract Cost column is incorrect, East Hants will rely on the individual Service Year costs to determine the Estimated Contract Cost.

Service Year 1 2016/17	Service Year 2 2017/18	Service Year 3 2018/2019	Service Year 4 2020/21	Service Year 5 2021/22	Estimated Contract Cost (5 Years)

Escalation Clause?                      Yes                      No                      (circle which applies)

If yes, describe (use additional paper if required): \_\_\_\_\_

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All fees shown will be exclusive of Harmonized Sales Tax (HST).

The Proponent hereby agrees to provide the Services described in their proposal for the costs shown in the table above, subject to that the work proposed in the table will be completed by the dates stated in the Schedule for the Maximum Fee indicated in the table above, inclusive of, without limitation, all fees, expenses or costs for which the Proponent may wish to be reimbursed, except HST.

Name of Firm submitting Proposal: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title (Printed)

\_\_\_\_\_  
Date



## Appendix B - Summary of Proposal

### 1. Contact information for Proponent:

Name of Primary Proponent Firm	
Address	
Phone Number (office)	
Fax Number	
Contact Name	
Email for Contact	
Cell Phone Number for Contact	

### 2. References Summary:

a. Summary of References. Do not include East Hants.

Company Name	Service Provided	Contact Name	Contact Email	Contact Phone Number

### 3. Insurance (attach Certificate or declare intention to obtain coverage):

\_\_\_\_\_

### 4. Workers' Compensation (attach Clearance Letter or declare intention to obtain coverage):

\_\_\_\_\_

### 5. Receipt of the following addenda is hereby acknowledged:

Addendum:	_____	dated:	_____
	_____		_____
	_____		_____
	_____		_____
	_____		_____

Please review this RFP document to confirm you have met all of the requirements for the submission, including, without limitation, the correct number of copies and the labeling requirements. Please verify that all of the schedules, sections and signatures have been completed before sealing the envelope.



## Appendix C – Independent Contractor Agreement

THIS AGREEMENT is effective <<date>>, 2016 (“Effective Date”)

Between

THE MUNICIPALITY OF THE DISTRICT OF EAST HANTS, a body corporate pursuant to the *Municipal Government Act (SNS 1998, c. 18)*, having its chief place of business at Elmsdale, in the District of East Hants, Nova Scotia, hereinafter called “East Hants”

~and~

<<LEGAL NAME>>, a body corporate under the laws of <<jurisdiction>> (the “Contractor”)

### BACKGROUND

East Hants wishes to retain the Contractor to provide the emergency Fire Dispatch Services, more fully explained in Schedule A, Statement of Requirements.

IN CONSIDERATION of mutual obligations and agreements specified herein, the parties agree as follows:

### DEFINED TERMS

- 1 Services means the services supplied by the Contractor as specified within this Agreement.
- 2 East Hants Representative means the employee of the Municipality of East Hants, or their designate, assigned by East Hants to be responsible for managing this agreement.
- 3 Service Year means the period beginning April 1 and ending March 31 in which Services are to be provided. Table 1 will specify which calendar years are associated with which Service Year.
- 4 Contractor and Consultant mean the same under this Agreement.

### CONTRACT DOCUMENTS

- 5 This Agreement consists of the following documents: (NTD: These are the documents that define the agreement. If accepting a proposal, be sure the proposal is included. If the requirements were modified by addenda, remember to include these.)
  - a. This Independent Contractor Agreement;
  - b. Schedule A, Statement of Requirements;
  - c. Schedule B, the duly signed Confidentiality Agreement;
  - d. <<insert additional documents, addenda, etc. as applicable>>; and
  - e. The Bidder’s duly signed Quotation.



**INTENT**

- 5 East Hants hereby engages the Contractor to supply the Services described herein and the Contractor agrees to provide these Services.
- 6 The Contractor warrants that it has the necessary resources to complete the Services in a competent and professional manner. Such resources shall include, without limitation, qualified, skilled, and sufficient personnel, adequate financial resources, and any other unique or general resources necessary to complete the Services.

**TERM**

- 7 This agreement shall commence on the Effective Date and shall remain in effect until the earlier of the following:
  - a. March 31, 2022 ; or
  - b. An additional period agreed by the parties, in writing; or
  - c. Upon termination in accordance with the conditions of this Agreement (see TERMINATION).

**REMUNERATION**

- 8 East Hants shall remunerate the Contractor as follows:
  - a. The Contractor is entitled to invoice East Hants an amount per annum based on the Service Year cost specified in Table 1. In practice, the Contractor shall provide monthly invoices, each no greater than 1/12 of the annual Service Year cost.
  - b. <<Insert Table 1>>
  - c. NTD: <<The Contractor may apply to activate the escalation clause at the end of each Service Year to take effect for the next Service Year. If the conditions meriting such activation have been met, East Hants will not unreasonably deny such application. Any additional cost resulting from the activation of an escalation clause will be applied equally across each monthly invoice. Enter details of escalation clause to the contract. Strike entire clause if no escalation clause is included in the Agreement>>
  - d. Payment for Services are only payable when the Contractor, as determined by East Hants, has satisfactorily delivered the Services or part thereof. Payment for any part of the Services shall not be deemed a waiver of East Hants' rights of set-off at law or under contract for costs or expenses arising from default or negligence of the Contractor.
  - d. Invoices must be submitted monthly by the Contractor and must be supported in such detail as East Hants may request.
  - e. East Hants will review each invoice for completeness in a timely manner and, if acceptable, will approve such invoice for payment. Where there is a discrepancy, error, or other anomaly, East Hants may reject an invoice, request clarification or additional information, or otherwise require the invoice to be made acceptable prior to approval.
  - f. Payment will be made on a net thirty (30) days basis from receipt of an acceptable invoice.
  - g. No payment made by East Hants under this Contract shall constitute acceptance of work or products that are not in accordance with the requirements of the Agreement.

- h. East Hants may reject an invoice on the basis that the Services are, in its sole opinion, incomplete or unsatisfactory. In the case where the Services are deemed unsatisfactory, the Contractor will be required to make changes to the Services that are acceptable to East Hants at no additional cost. If the Services cannot be made satisfactory, in the East Hants's sole opinion, East Hants may terminate the Agreement.
- i. The Contractor shall not be entitled to payment in respect of costs incurred by the Contractor in remedying errors and omissions in the Services that are attributable to the Contractor, the Contractor's employees, or persons for whom the Contractor had assumed responsibility in performing the Services.
- j. In the event the agreement is terminated prior to the end of the Service Year, East Hants shall only be liable to pay, and the Contractor shall accept in full settlement, an amount for Services satisfactorily performed up to the date of termination.
- o. The Contractor shall be solely responsible to pay all costs and expenses arising out of this Agreement.

#### INDEPENDENT STATUS

- 9 The Contractor will provide the Services to East Hants as an Independent Contractor and not as an employee.

Accordingly:

- a. The parties acknowledge that the Contractor and any subcontractor they may engage, and their respective employees, are not, nor are they deemed to be, employees of East Hants within the meaning set out in any employment legislation that may be applicable, or otherwise.
- b. The Contractor agrees that East Hants shall have no liability or responsibility for the withholding, collection, or payment of any payroll taxes, employment insurance premiums, or Canada Pension Plan contributions, or any other relevant payroll deductions on any amounts paid by East Hants to the Contractor or amounts paid by the Contractor to its employees or contractors.
- c. The Contractor also agrees to indemnify East Hants from any and all claims in respect to East Hants's failure to withhold and/or remit any payroll taxes, employment insurance premiums, Canada Pension Plan contributions, or similar payroll deductions.
- d. Further, the Contractor shall be solely and entirely responsible for all payments under the applicable Workers' Compensation legislation as it relates to their ability to provide service and receive payment.
- e. The Contractor agrees that as an Independent Contractor, the Contractor, and any person for whom it is legally responsible, will not be qualified to participate in or to receive any employee benefits that East Hants may extend to its employees.
- f. The Contractor shall not have any power to accept an obligation, incur any liability, promise any performance, and/or request or obtain any credit on behalf of East Hants.
- g. The Contractor is free to provide services to other clients, so long so long as there is no interference with the Contractor's contractual obligations to East Hants.

#### SERVICE INTERRUPTIONS

- 10 These Services are critical to maintaining the health and safety of the citizens of East Hants, it is imperative the Services not be interrupted. Any circumstances that will affect the Contractor's ability to perform the Services must be brought to attention of the East Hants Representative by the Contractor as soon as such circumstances have been identified.

- 11 Where interruption cannot be avoided, the Contractor must provide reasonable notice that such interruption will occur prior to interruption taking effect in order for East Hants to prepare for such interruption.
- 12 If a Service interruption occurs unexpectedly, the Contractor must inform East Hants and each of the affected Fire Departments of the occurrence as soon as possible after the interruption has commenced. The Contractor must make every reasonable effort to rectify the circumstances causing the interruption.
- 13 If an interruption in Service is brief, the Contractor will make a record of the interruption in Service and inform East Hants that the interruption occurred on the next business day after the interruption.
- 14 Where the Contractor fails to perform the Services, in whole or in part, on a continuous basis in accordance with the established requirements and standards, East Hants may, without limiting the other possible remedies, take the following actions:
  - a. Provide notice to terminate this Agreement; and
  - b. Recover from the Contractor's premises any equipment associated with the Agreement that is necessary to establish Services elsewhere. Access to the Contractor's premises shall not be unreasonably withheld and the Contractor must continue to provide the Services until such access is provided; and
  - c. Engage another Contractor to perform the Services once the equipment has been relocated.
- 15 Except to the extent that East Hants is responsible for the interruption of Service, East Hants shall not be liable for any costs or charges of any nature incurred by the Contractor or any of its sub-contractors as a result of an **interruption of Services**.

#### PERSONNEL

- 16 The Contractor is advised that East Hants expects the personnel listed in the Contractor's duly signed proposal to perform the Services indicated. The Contractor must obtain written permission from East Hants before changing any member of the work team. In the case of personnel being changed, the new personnel being assigned must have a similar length and breadth of experience relevant to this project as the personnel being replaced and they must otherwise be acceptable to East Hants.

#### SUBCONTRACTOR

- 17 NTD: <<Provisions related to a subcontractor performing the services will be drafted if required. In brief, a subcontractor will be subject to all of the terms and conditions specified in the Agreement and a subcontractor may not be changed without the express written permission of East Hants.>>

#### CONFIDENTIALITY

- 18 In the course of discharging its duties under this Agreement, the Contractor, its agents and/or employees will hear, see and/or otherwise come to know, possess or have access to confidential information about and/or belonging to East Hants, its clients and/or third parties interacting with East Hants or the Contractor, including but not limited to contact lists, personal information about identifiable individuals, security information, and information about East Hants' clients, methods and processes (the "Confidential Information").
- 19 The Contractor agrees not use, disclose, reproduce or otherwise make available, Confidential Information to any person, firm or enterprise (other than to the Contractor's employees or agents who have a need to know such information for the purposes of this Agreement) unless specifically authorized in writing to do so by East Hants. The Contractor agrees that if an employee or agent will receive Confidential Information as contemplated in this section, it will obtain a confidentiality agreement from such employee or agent which provides equal or greater protection to the Confidential Information than set out in this section.



- 20 The Contractor agrees to exercise all due care and diligence and take all reasonable precautions to prevent any unauthorized collection, use, disclosure, retention, destruction or disposal of Confidential Information.
- 21 Upon termination of the Agreement for any reason, the Contractor will return to the East Hants any and all documents in its possession, electronic or otherwise, containing Confidential Information.
- 22 The Contractor recognizes that if any of the provisions of this section are violated, East Hants is entitled to an injunction to prevent it from disclosing Confidential Information and/or using Confidential Information for any purpose. The Contractor further recognizes that East Hants would be entitled to other legal remedies, including legal fees and costs in the event of such a violation.

#### INFORMATION COLLECTED

- 23 All information and material produced by the Contractor in the course of the Services, including, but not limited to, calculations, design notes, criteria, graphs, figures, maps, reports, drawings, analysis, profiles, and plans, will become the property of East Hants and an electronic copy of such information must be turned over to East Hants upon completion or termination of the Services. The Contractor hereby assigns to East Hants all its rights to the same and unconditionally waives all moral rights it has or will have with respect to the same, unconditionally.
- a. The Contractor understands that East Hants intends to use such collected information to perform the business of the Municipality of East Hants; to that end, the Contractor agrees that East Hants may, without limitation, use, distribute, reproduce, and/or publish such information without penalty or exclusion; and
  - b. East Hants reserves the right to amend such collected information whenever and for whatever purposes it chooses to do so.

#### CHANGES TO REQUIREMENTS

- 24 If the instructions provided by East Hants are interpreted by the Contractor as increasing or decreasing the scope of the Services, they must inform East Hants of the impact of such instructions prior to acting on them. At minimum, any change in scope that affects the Lump Sum Maximum Fee must be approved by East Hants in writing and the Contractor must provide, at minimum:
- a. A description of the change in Services as a result of the instructions;
  - b. The amount, exclusive of HST, by which the Lump Sum Maximum Fee will either be increased or decreased accordingly; and
  - c. A summary of the fees, expenses and disbursements which make up the amount of increase or decrease.

#### INDEMNIFICATION

- 25 Each party shall indemnify and save harmless the other from all liabilities, damages, losses or expenses attributable to, but only to the extent it is attributable to any breach by the indemnifying party of any covenant or condition in the agreement, or any act of negligence by the indemnifying party. Such indemnity shall survive the termination of this agreement, and anything in this agreement to the contrary notwithstanding. Notwithstanding anything to the contrary, East Hants shall not be liable for, in any event, any indirect or consequential damages suffered by the Contractor, including without limitation, loss of income and loss of profits. Further, the obligation to indemnify pursuant to this paragraph does not extend to any act or omission of any fire department or brigade, other emergency service provider, or the 911 service, including negligence.

#### INSURANCE

- 26 The Contractor shall, without limiting its obligations or liabilities, maintain Commercial General Liability insurance on an occurrence basis with a minimum limit of \$5,000,000 for bodily injury including



death, personal injury and property damage including loss of use, and shall include provisions for: blanket contractual liability; owners' and contractors' protective liability; broad form property damage; tenant's legal liability; coverage for failure to perform; non-owned automobile liability; contingent employer's liability; and products and completed operations liability.

- 28 This insurance shall include the Municipality of the District of East Hants as an additional insured and contain both cross-liability and severability of interest clauses. Excess or umbrella insurance may be used to achieve the required insured limits.

#### REGULATIONS

- 29 The Contractor shall comply with all existing Federal, Provincial and Municipal laws and regulations and the regulations of any other authorities that may have jurisdiction. The Contractor shall also comply with any policies or other requirements related to occupational health and safety or security that may be in place or implemented during the course of the agreement.

#### TAXES

- 30 The Contractor shall pay all Federal and Provincial Taxes as required by the appropriate enactments.
- 31 The Contractor shall indicate on each application for payment, as a separate amount, the Harmonized Sales Taxes that East Hants is legally obligated to pay. This amount will be included in payments to the Contractor.
- 32 In the event of changes in applicable tax legislation to provide additional tax relief during the course of this agreement, it is the intent of the parties that any benefits therefrom shall accrue to the Municipality who shall deduct any overpayment of taxes from moneys due to the Contractor.
- 33 In the event of additional taxes being imposed during the course of the agreement, it is the intent of the parties that the additional amounts paid by the Contractor will be reimbursed by East Hants in accordance with the requirements of the applicable tax act.

#### WORKERS' COMPENSATION

- 34 The Contractor must be registered and in good standing with the Workers' Compensation Board of Nova Scotia (WCBNS) regardless of their jurisdiction of incorporation, location of premises, or typical status with WCBNS.
- 35 No payments will be made by East Hants to the Contractor unless their invoice is accompanied by a valid Clearance Letter confirming they are in good standing with WCBNS.

#### CONFLICT OF INTEREST

- 36 The Contractor must promptly bring to the attention of East Hants, in writing, any possible conflict of interest related to delivering these Services. For greater clarity, any business relationships between East Hants staff and Contractor, either direct or through a third party, which may appear to create an unfair advantage for the Contractor or where it may appear that an employee of East Hants may personally benefit from this agreement, must be identified. East Hants is currently developing a *Code of Business Conduct* which, when implemented, will also become the responsibility of the Contractor to follow, in as much as it affects the delivery of these Services.

#### PERFORMANCE

- 37 If any part of the Services is found to be deficient or not in accordance with the terms of this Agreement or deficient with respect to any standards specified herein, East Hants may, at its sole discretion:
- Require the Contractor to make any required corrections to the way in which the Services are performed, at the Contractor's expense, to comply with the terms of the Agreement; or



- b. If the Contractor cannot or will not make such corrections to performance, or if the proposed delay in making such corrections to performance may compromise health, safety, or the ability of East Hants to perform the business of the Municipality in any way, East Hants may choose to terminate the Agreement; and
- c. East Hants may, without limiting any other remedy it may seek or action it may take, deduct an amount from any monies owing, or the Service Year cost, that is reasonably equivalent to the difference between the value of the deficient work and what was specified in the Agreement.

#### **TERMINATION**

- 38 East Hants may terminate this agreement at any time, for any reason, by providing thirty days written notice to the Contractor. This notice period may be increased by written agreement between the parties. Agreement to extend this notice period does not release the Contractor of their duty to remedy and, under no circumstances will East Hants be responsible for interest or other charges or fees related to the process of remedy.
- 39 East Hants may terminate this agreement if the performance of the Services, or portion thereof, is found to be unacceptable. Both East Hants and Contractor agree that each will attempt to remedy the situation and to find a way to make the Services acceptable. Under no circumstances may such remedy represent additional cost to East Hants. If no remedy can be found within thirty days of the initial communication to the Contractor by East Hants that the performance of the Services is unacceptable, such notice shall be considered notice to terminate the Agreement.
- 40 East Hants reserves the right to terminate this agreement, without penalty of any kind, if the Contractor is judged to be bankrupt or makes general assignment for the benefits of its creditors. The Contractor must make provisions to return any equipment provided by East Hants to East Hants immediately in the event of such circumstances.
- 41 Termination of the Agreement by East Hants shall not relieve that Contractor of any obligations or liability it may have to East Hants except as provided for herein.

#### **RECEIVERSHIP**

- 42 In the event that a Receiver is appointed to manage the affairs of the Contractor, East Hants reserves the right to enter into a contract with another party to perform the Services. Under no circumstances shall East Hants be responsible for any losses suffered by the Contractor. The Contractor must make provisions to return any equipment provided by East Hants to East Hants immediately in the event of such circumstances.

#### **ASSIGNMENT**

- 43 The Contractor may not transfer or assign this agreement without the express prior written permission of East Hants. Assignments or transfers with are attempted to be made to this agreement without such permission will be void.

#### **ENTIRE AGREEMENT**

- 44 The Agreement, together with the Schedules, form the complete agreement between the parties and shall supersede any and all previous communications, oral or written, express or implied, between the parties. This agreement may only be amended in writing, with such amendment being signed by authorized representatives for each party and clearly indicating this specific Agreement.

#### **INTERPRETATION**

- 45 The headings introducing each paragraph or section are for reference only and shall not affect the interpretation of the Agreement. Any numbers or changes of gender will be interpreted in context.



## NOTIFICATION

- 46 Any notifications of a general nature related to this agreement may be provided by any written means, including email. It remains the responsibility of the sender to ensure the notification has been received and acknowledged by the intended recipient. Material notifications such as relate to clauses covering termination or changes to personnel shall be delivered by registered mail, courier requiring the signature of the person specified in this clause, or in person where the person specified in this clause may confirm acceptance in writing.

The Notifications shall be addressed as follows:

- a. By mail, in person, or courier to East Hants:

Municipality of East Hants  
RFP50124 - Fire Dispatch Services  
230-15 Commerce Court  
Elmsdale, NS B2S 3K5

Attention: Procurement Officer

Couriers or persons are to proceed to the Reception & Payments counter on the first floor of the Lloyd E. Matheson Centre

- b. By email to East Hants:

Primary: [procurement@easthants.ca](mailto:procurement@easthants.ca)  
Cc: [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca); email address of Project Manager

- c. By mail to the Contractor:

<<Company Name>>  
RFP50124 - Fire Dispatch Services  
<<Address>>

Attention: <<Name>>

- d. By email to Contractor:

Primary: <<email address>>  
Cc: <<as requested by Contractor>>

## GOVERNING LAW

- 47 The laws of Nova Scotia shall govern this Agreement. If any dispute should arise under the terms of this Agreement, the Courts of Nova Scotia shall have exclusive jurisdiction to such dispute.

## ENUREMENT

- 48 This agreement shall enure to the benefit of and be binding upon the parties and their lawful heirs, executors, administrators, successors and assigns.

## SEVERABILITY

- 49 If a provision of this agreement is deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.



## DISPUTE RESOLUTION

- 50 In the event of a disagreement regarding any aspect of the Services or any instructions given by East Hants to the Contractor under this Agreement:
- a. The Contractor must promptly deliver written notice of disagreement to East Hants. Such notice must contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the applicable provisions of this agreement;
  - b. The Contractor shall continue to deliver the Services in accordance with East Hants' instructions; and
  - c. The Contractor and East Hants shall attempt to resolve the disagreement by negotiation conducted in good faith. The parties shall negotiate firstly at the level of the Contractor's project representative for each party. If such negotiations are unsuccessful, the parties may escalate the negotiations to the level of a principal of the Contractor firm and a Director at East Hants;
  - d. If both parties agree that East Hants gave instructions in error or contrary to this agreement, East Hants shall compensate the Contractor a reasonable fee for any extra work completed due to such instruction, together with those reasonable disbursements arising from the extra work.
  - e. The parties shall calculate those fees in accordance with this agreement;
  - f. If the parties cannot settle the disagreement, the Contractor may ask East Hants for a written decision regarding their dispute and, within 14 days of receiving that request, East Hants must deliver such decision to the Contractor, in which they shall set out the particulars of their response and any applicable clauses of this agreement upon which they base this decision;
  - g. If the Contractor rejects the decision, the parties may refer the matter to arbitration in accordance with *The Commercial Arbitration Act of Nova Scotia*.
  - b. Negotiations conducted under the dispute resolution provisions of this agreement are without prejudice to either party's other rights under this agreement or at law.



**WAIVER**

- 51 The waiver or breach of any provision of this agreement shall not form precedence for future breaches of that provision or any other provision of this agreement.

**SIGNED** hereunder by representatives of the parties with authority and capacity to do so:

<b>MUNICIPALITY OF THE DISTRICT OF EAST HANTS</b>	<b>&lt;&lt;CONTRACTOR LEGAL NAME&gt;&gt;</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____



## SCHEDULE A: SERVICES DESCRIPTION

### 1.1. General

- 1.1.1. Timely response to emergencies in East Hants is critical to preserving life and reducing harm to people and property. Volunteer Fire Departments provide the resources and experience necessary to respond effectively to such emergencies, but they rely on accurate information and clear and precise instructions to prepare them for their response. Therefore, the Contractor providing the dispatch instructions to the Departments has a significant impact on the quality and effectiveness of the emergency response in East Hants.
- 1.1.2. The Independent Contractor Agreement (ICA) shall be used as the form of agreement for these Services. The ICA, together with this Schedule and any documents named in the "Contract Documents" sections of the ICA, will form the entire Agreement.

### 1.2. Participating Volunteer Departments

- 1.2.1 The Contractor agrees to provide emergency Dispatch Services to the following Volunteer Fire Departments:

- Elmsdale Fire & Emergency Services Association
- Gore District Volunteer Fire Department
- Kennetcook & District Volunteer Fire Department
- Lantz Volunteer Fire Department
- Maitland & District Volunteer Fire Department
- Milford & District Emergency Services
- Nine Mile River Volunteer Fire Department
- Noel & District Volunteer Fire Department
- Rawdon District Volunteer Fire Department
- Shubenacadie & District Volunteer Fire Brigade
- Walton Shore Volunteer Fire Department

- 1.2.2. East Hants may add additional fire departments to the Agreement provided East Hants and the Contractor can agree to terms for such additions.

### 1.3. Additional Information

- 1.3.1. The Standard Operating Guidelines (SOG) Manual is available for download from the East Hants Procurement Application (same location as this RFP).
- 1.3.2. The call volumes experienced over the last five years are listed in the table below.

Period	Number of Calls
February 1, 2011 to January 31, 2012	1302
February 1, 2012 to January 31, 2013	1469
February 1, 2013 to January 31, 2014	1478
February 1, 2014 to January 31, 2015	1550
February 1, 2015 to November 30, 2015	1194

- 1.3.3. The estimated population for 2016 for which the Services will be provided is 15,096 people. This number is determined by taking the entire estimated population of East Hants and subtracting the estimated population of those areas not included in the Contract (Indian Brook Fire District, Enfield Fire District, and Mount Uniacke Fire District). In 2011, this population was calculated, using the current methodology, as 14,356 and in 2006, this population was calculated as 14,546.

- 1.3.4. The Technical Specifications are stated in Schedule B: Technical Specifications.
- 1.3.5. The Protocols that the Contractor will be expected to use when providing Dispatch Services are included as Schedule C.

#### 1.4. Services to be provided

- 1.4.1. The Contractor must provide the Services in accordance with the Standard Operating Guidelines (SOG) Manual developed by the East Hants Mutual Aid Association (EHMAA). This Manual will be reviewed in detail with the Contractor at the commencement of the Agreement.
  - 1.4.1.1. EHMAA may, at any time during the Term of the Agreement, make changes to the SOG Manual. East Hants will advise the Contractor if and when such changes have been made to Manual and the Contractor will be expected to implement any applicable changes to their Services within a reasonable period of such notice.
  - 1.4.1.2. If the Contractor can demonstrate that changes to the SOG Manual will result in increased costs to provide the Services, the Contractor will be entitled to a reasonable price adjustment.
- 1.4.2. The Contractor must provide the Services in accordance with the Technical Specifications provided in Schedule B.
  - 1.4.2.1. Included in these specifications are requirements with respect to the building locations, building services, staffing and supervision, and the required level of call response.
  - 1.4.2.2. Such requirements may be reviewed by East Hants from time to time and updated to reflect current best practice, changes to the NFPA Standards and the requirements of East Hants Fire Service.
  - 1.4.2.3. If the Contractor can demonstrate that changes to the Technical Requirements will result in increased costs to provide the Services, the Contractor will be entitled to a reasonable price adjustment.
- 1.4.3. The Contractor will use the Protocols provided in Schedule C to provide the Services. East Hants reserves the right to provide updated protocols which the Contractor will implement within a reasonable period after the protocols are changed.
- 1.4.4. The Contractor shall provide the Services twenty-four (24) hours per day for each and every day of the year, including, without limitation, Sundays and Statutory Holidays. Such Services shall include, without limitation, the following:
  - 1.4.4.1. The Contractor shall keep full and complete records of in-coming and out-going dispatch communications;
  - 1.4.4.2. The Contractor will answer and dispatch all fire emergency calls in a accordance manner consistent with Standard Operating Guidelines of the East Hants Mutual Aid Association, as amended from time to time; and
  - 1.4.4.3. The Contractor must dispatch communications to emergency response units quickly, clearly and effectively, including relating all appropriate information to the emergency response unit to maximize the effectiveness of the response.



1.4.5. In addition, the Contractor must comply with any existing standards or guidelines regarding emergency dispatch or any which may be established by the Province of Nova Scotia, the Municipality or any other entity which may have the authority to do so during the term of the Agreement.

1.4.8.1. The Contractor will accommodate any reasonable requests for specific practices and procedures with respect to telephone answering, emergency dispatch and record keeping which may be requested by East Hants over the course of the Term. Such requests must be made in writing to Contractor. Neither East Hants, nor their agents, may control, direct or supervise any of the Contractor's employees.

1.4.8.2. The Contractor will provide the specified services to East Hants as an independent contractor and not as an employee. Neither the Contractor nor its employees may indicate or represent that they are employees of East Hants. The Contractor's relationship with East Hants may not be published or broadcast in any way, or be included in any marketing activities, without express written permission of East Hants to do so.

#### 1.5. Equipment Provided by East Hants and East Hants Fire Service

1.5.1. Unless otherwise agreed in writing between the parties, the Contractor will use any technology, equipment, software, or computer hardware provided by East Hants, or their agents, to deliver the Services.

1.5.2. The Contractor must advise East Hants when such equipment is not working properly or showing signs that it may fail so that East Hants can effect repairs or replacement;

1.5.3. The Contractor shall allow East Hants or their agent access to such equipment within one business day of receiving a request for such access. Access by East Hants or their agent to equipment provided by East Hants shall not be unreasonably withheld.

1.5.4. The following equipment, tools, and software ("Equipment") will be supplied by East Hants Fire Service to the Contractor:

1.5.4.1. One Motorola TMR radio, serial number 7608FC0151

1.5.4.2. One Zetron Model 5 encoder, serial number 09578-049

1.5.4.3. One SP8 Slim power, serial number 94420108

1.5.4.4. One Motorola CM300 radio, serial number 922TSQS834

1.5.4.5. One Astron Power supply SL11A, serial number 206060228

1.5.4.6. Software that was developed to aid in the dispatch of East Hants fire departments

1.5.5. East Hants or East Hants Fire Service shall supply appropriate replacement Equipment when required and may provide additional Equipment as it deems necessary.

1.5.6. This Equipment shall be used solely to provide emergency Dispatch Services to East Hants.

1.5.7. The Contractor shall be responsible for the operation of such Equipment during the term of the Agreement and for the cost of replacing any Equipment damaged by Contractor beyond ordinary, reasonably expected wear and tear.

1.5.8. East Hants or East Hants Fire Service shall retain ownership over all Equipment that is paid for or supplied by them, including replacement or additional Equipment.

- 1.5.9. If required, East Hants will, in cooperation with the Contractor, facilitate any schematics or design documents necessary to integrate the East Hants communication equipment with the equipment provided by the Contractor.

#### 1.6. Training

- 1.6.1. The Contractor is responsible for all costs associated with their employees attending fire dispatch related training.

#### 1.7. Record Keeping/Reporting Requirements

- 1.7.1. The Contractor must keep accurate records showing the number of calls received and the number of dispatch events performed each day.
- 1.7.2. The Contractor must keep track of any issues related to the Services that they may encounter, including, without limitation, issues in interpreting the requirements of the Agreement or the associated standards or guidelines (including the SOG Manual), issues with equipment supplied by East Hants, minor Service interruptions, issues with respect to obtaining information to update records, issues with respect to individual calls received, issues with respect to attempts to dispatch and any other issues which may affect the quality, perceived quality or the effectiveness of the Services. The Contractor must indicate the date and time the issue occurred, who was advised, what actions were taken to rectify the issue and the final disposition of the issue (resolved, open, closed, etc.).
- 1.7.3. All emergency calls are to be recorded by the Contractor to a sound storage medium that also indicates the date and time the recording was made. The Contractor is responsible to keep all such recordings during the Term of the Agreement and must provide a copy of all such recordings to East Hants at the end of the Agreement. The Contractor must, upon request in writing from East Hants, provide a copy of any individual recording that may be requested.

#### 1.8. East Hants Representative

- 1.8.1. The East Hants Representative for these Services is Wendy Hill, Manager of Administrative Services. East Hants may, through the Representative or their designate, supply either verbal or written instructions to a Contractor with respect to the Services to be completed.
- 1.8.2. In the case where direction of a technical nature is required or where the failure to provide service is to be investigated, the East Hants Fire Service Radio Committee Chair will be recognised by the Contractor as having authority.



## SCHEDULE B: TECHNICAL SPECIFICATIONS

This document sets forth specifications for the selection, installation, operation and maintenance of Public Safety Operation Points (PSAP) and/or Communication Centers (Comm Centers) used in the 9-1-1 emergency telephone system.

The facilities may include but are not limited to PSAP and telephone answering equipment, dispatching consoles, paging units and VHF, UHF, and TMR radio equipment and standby plant.

The specification is based on relevant factors from the National Fire Protection Association (NFPA) *Publication NFPA 1221, standards for the installation, Maintenance and use of Emergency Services Communications Systems – latest edition*, the *East Hants Fire Service Standard Operating Guidelines (SOG) Manual*, and *protocols of the fire departments*.

This standard does not preclude the use of systems, equipment, methods or procedures that are equivalent or superior to those approved in this document. Facilities using alternative equipment and materials other than those detailed in this specification, when tested and certified to East Hants' satisfaction, shall be considered equivalent.

This standard shall be updated from time-to-time as the need arises.

### MANAGEMENT

#### General Requirement

1. The Comm Center is to be under the control of a responsible person (**The Comm Center Manager**).
2. Operation of the Comm Center shall be by written contract guaranteeing minimum performance standards acceptable to the client.
3. The Comm Center Manager shall be responsible for all matters associated with keeping the Comm Center in operation.

#### Facilities

##### Location

1. Buildings used for Comm Centers are to meet the standards of the National Building Code. Comm. Centers shall not be located below grade, unless the structure has been specifically designed for such a location.
2. Buildings shall not be suited on flood plains where the floor elevation is below the 100-year flood plain evaluation.
3. Comm Centers shall be located in buildings approved by the Office of the Fire Marshall.
4. In a building that is shared with other users not connected with the Comm Center, the Comm Center shall be separated from the other areas by a fire separation constructed in accordance with the National Building Code of Canada.
5. Doorways or openings shall be protected by closures required by the National Building Code of Canada.



## **Security**

### Entry

1. Entry to the Comm Centre shall be restricted to authorized persons only.
2. An Entrance Log shall be used.
3. All personnel who are not exempt must sign the log.
4. The log shall be signed immediately upon entry.
5. The log shall be signed upon leaving the Comm Center.
6. East Hants Fire Services shall determine Exempt personnel.
7. All personnel who are exempt shall be conducting official business.

### **Electrical Utilities**

1. Heating, ventilating, and air conditioning shall be by independent systems serving only the Comm. Center.
2. All materials (pipes, power wiring etc.) passing through the Comm Center shall be fire and smoked sealed to maintain the fire resistance rating.
3. Main water lines shall not pass through the Comm Center.

### **Building Ground System**

1. A complete, permanent, continuous grounding system is mandatory.
2. The ground system shall be installed and tested in accordance with the Canadian Electrical code and/or all local building codes.
3. Where a ground rod is used as part of an existing grounding system, connection to the electrode shall be made using #2 AWG copper conductors.

### **Fire Protection**

1. The Comm Center shall be provided with a minimum of two 10lb CO2 fire extinguishers meeting the requirements of NFPA 10, Standards for Portable Fire Extinguishers.
2. The Comm Center, in its entirety shall be provided with an automatic fire alarm.
3. The alarm shall be monitored.
4. Audible and visual evacuation signals shall not interfere with communication operators.

### **Emergency Lighting**

1. The Comm Center shall be Equipped with Emergency lighting that shall immediately illuminate upon a power failure.



2. The Emergency Lighting system shall be independent of the power source normally used for necessary operations.
3. The Emergency Lighting system shall be capable of providing illumination sufficient to permit all necessary operations.

## **Electrical Power**

### General Requirement

1. Under all conditions, two sources of power shall be provided for operations of the Comm Center and related systems and equipment.
2. There shall be no degradation in the operation of the PSAP and/or Comm Center regardless of the power source in use.
3. Standby power equipment shall meet the requirements of CAN/CSA 282-M89, *Standard for Emergency Power Equipment*.
4. The equipment shall be installed in accordance with the Canadian Electrical Code.
5. All power circuits, together with their associated motors, generators, rectifiers, transformers, fuses, and controlling devices shall be installed in accordance with applicable codes and regulations and are to operate satisfactorily at 60 Hz within normal operating limits established by CAN3-C235-83.

The two (2) sources of power for the Comm Center which are considered acceptable are:

- Utility Distribution System [Nova Scotia Power Inc. (NSPI)] or equivalent.
- Engine driven standby generator and standby storage battery having a four (4) hour capacity. The standby generator shall meet the Canadian Standards Association (CSA) minimum requirements.

### Batteries

1. Batteries shall be of storage type.
2. Primary batteries (dry cells) shall not be used.
3. All cells shall be adequately vented and shall be spill proof and equipped with explosion-inhabiting caps.
4. All storage batteries shall be equipped with suitable automatic float or trickle chargers.

### Engine Drive Generator Sets

1. The generator shall be installed in an adequately ventilated area in a location meeting the fire resistance rating requirements of FACILITIES, paragraph 5).
2. Fuel for the generator shall be stored outside.
3. Underground storage tanks shall not be used.
4. Sufficient fuel must be stored to allow for twelve (24) hours continuous operation of the Comm. Center.



5. The unit shall be capable of supplying power to operate all equipment associated with the Comm. Center.

As a minimum, the generator must be capable of powering all of the following:

- Comm. Center answering equipment.
- Communications dispatch equipment.
- Emergency Lighting Equipment.
- Fire Alarm Facilities.
- A separate storage battery and automatic float charger shall be provided for starting the generator.

### **Electrical Wiring**

All electrical wiring shall meet or exceed all Canadian Electrical Codes and standards in force in the Province of Nova Scotia.

### **Staffing**

#### Call Taker/Dispatcher Qualifications:

##### Education

- Province of Nova Scotia Grade XII General, or equivalent.

##### Experience

Call Takers/Dispatchers shall have a minimum of one (1) year of experience in emergency communications call answering and dispatch.

##### Training

- One to two months, depending upon community knowledge.
- Call Takers/Dispatchers shall have successfully completed a 9-1-1 Call Takers training program.
- Trainee Call Taker/Dispatchers must be supervised at all times by a senior Call Taker/Dispatcher and shall not be left alone in the Comm. Center.

#### General Call Taker/Dispatchers Requirements

1. Call Takers/Dispatchers shall possess good oral and writing skills.
2. Call Takers/ Dispatchers shall be suited to the position, including being able to remain calm and take decisive action during emergencies.
3. Call Takers/ Dispatchers shall be able to remain alert during periods of inactivity and when performing tasks of a repetitive nature.



4. Call Takers/ Dispatchers must be able to type at a rate of 25 words per minutes with accuracy of 75 percent.
5. Call Takers/Dispatchers must be able to work within a team environment.
6. Where such equipment is installed and used by Call Takers/Dispatchers they shall have a working knowledge of the Nova Scotia 9-1-1 Emergency Telephone Answering Equipment, Dispatch Equipment and the Standard Operating Procedures used in the operation of the Comm. Center.
7. Call Takers/Dispatchers shall be familiar with general police department operations where the Comm. Center handles fire calls.
8. Call Takers/Dispatchers shall be familiar with general police department operations where the Comm. Center handles ambulance calls.
9. Call takers/Dispatchers shall be familiar with general ambulance operations where the Comm. Center handles police calls.
10. Call Takers shall have access to information regarding the location of streets and important structures such as hospitals, schools and other areas with high concentrations of people or hazardous goods. The Comm. Center operator is responsible for obtaining this documentation.

#### Answering Time Requirements

All Emergency Calls shall be answered within 10 seconds, 90% of the time.

#### Number of Call Taker/Dispatchers

The following information regarding numbers of call takers was taken from previous version of NFPA 1211 and the information in the box below is the current standard.

Numbers of Call Taker/Dispatchers shall be as follows:

1. Where there are fewer than 600 emergency calls received per year, they shall be transmitted by a trained Call Taker/ Dispatcher always on duty.
2. Where there are more then 600 and less than 2,500 emergency calls per year at least one (1) trained Call Taker/Dispatcher shall be on duty at all times.
3. In those locations where there are greater than 2,500 emergency calls per year, there shall be at least two (2) trained Call Takers/Dispatchers on duty at all times or as a warranted by actual traffic.
4. Minimum response requirements: call response and call dispatch times must meet or exceed the standard specified in the NFPA 1221, latest edition.

#### Typical Call Taker and Dispatcher Duties

Responsibilities:

1. Receives Information

##### *Emergencies:*

Monitors communication equipment and receives information;

- Calms excited callers
- Distinguishes nature of call: police, fire or medical



- Secures details
- Name
- Address
- Phone Number
- Writes information of forms provided

*Non-Emergencies:*

Monitors business phone and other communications equipment;

- Receives information and secures details
- Writes details on scratch pad provided

2. Disseminates Information

*Emergencies:*

- Secures information from 9-1-1 terminal, Computer Aided Dispatch or running cards: responsible agency, mutual aid, street location, water source and special hazards.
- Selects proper frequency on radio and activates encoder.
- Informs agency of emergency: specifically, type, known conditions and address.

*Non-Emergencies:*

- Informs appropriate agency of trouble signals on alarm panel and conditions affecting their emergency operations.
- Files information pertaining to dispatch and communications operations in designated location and manner.

3. Establishes, Revises and sorts Information for Files

- Updates all Computer Aided Dispatch or running cards
- Maintains phone log book for general information calls.

4. Carries Out General Duties

- During shift change ensures that oncoming personnel are informed of policy changes, equipment status and present activities
- Checks appropriate files when starting new shift for information added since last work period
- Familiarizes themselves with the location of schools, hospitals, institutions and large complexes
- Responsible for Work Area
- Maintains clean and safe work area
- Maintains security; specifically, admits only authorized persons into work area

5. Duties

- Act as the link between persons with an emergency and those agencies who can best render assistance
- Provide assistance to agencies during emergency conditions
- Increase the efficiency of agencies by obtaining and providing information regarding communication and available resources.

## Records

1. All emergency calls received regardless of the source, shall be recorded and tabulated to indicate the date, time and source of the call.
2. Details of Emergency calls received are to be sent to the Client on a Monthly basis.



3. All Emergency calls dispatched, are to be recorded and tabulated to indicate the date, time and agency notified.
4. Details of Emergency calls dispatched are to be sent to the Client on a Monthly basis.

Along with requirements 1 and 2 above, the following information shall also be recorded: dispatch of mobile units in response to emergency calls shall be recorded. Records shall indicate units responding to all emergencies, time of acknowledgement by unit(s), time of arrival of first unit at the scene and time back in service.

5. All Emergency Calls shall be answered and dispatched in the manner prescribed in the Nova Scotia 9-1-1 standard Operating Procedures and the Client's Standard Operating Guideline.
6. Complete and accurate records of all emergency police, fire, and ambulance test and alarm conditions shall be kept.
7. Performance statistics shall be completed and maintained.
8. Statistical analysis for performance measurements shall be done monthly and compiled over a one year period.
9. Complete and accurate records of all observations, circuit interruptions, fault reports and other anomalies shall be maintained.
10. Complete and accurate records of all training received by each employee. This includes operational training on existing and any new installations, procedures or methods.



11. As a minimum, the following information is to be recorded.
  - Date and Time of Observation including all circuit interruptions, fault reports and other anomalies.
  - Fault/Observation Noted
  - Name of Call Taker/Dispatcher
  - Note of any corrective or test(s) performed by Call Taker/Dispatcher
  - Date and Time Fault/observations reported to maintenance/Repair Organization
  - Date and Time Maintenance/Repair Organization arrived on site
  - Date and Time of Repair Completed
  - Work Performed
  - Signature of Repair person
12. Records detailing the date of installation, location, model or type of equipment, shall be kept by the Manager and a copy shall be forwarded to the Central Nova Fire Association.
13. Records detailing the date and time, fuel, electrical coolant and exhaust system conditions and operating times of the Emergency Backup Power System testing shall also be recorded and maintained.
14. Where E9-1-1 ANI/ALI equipment is installed; Call Detail Records shall be obtained and securely maintained for a minimum 2-year period.

### **Timing Equipment**

1. The clock for the main record-keeping device in the communications center shall be synchronized weekly to Coordinated Universal Time (UTC).
2. All time-keeping equipment (computers, call answering and dispatch equipment, etc.) shall be maintained within  $\pm 5$  seconds of the main recording device.

### **Quality Assurance**

1. A Quality Assurance program shall be established and maintained by the Comm. Center to ensure the consistency and effectiveness of alarm processing.
2. The purpose of the QA program is to review with the Comm. Center employees and fire departments personnel and to follow up on implemented procedures and to initiate measures intended to correct and meliorate service response time.

### **Commercial Telephone System**

1. Separate telephone number directory listings for each emergency service provider shall be recorded on the inside of the white pages directory.
2. There shall be at least (1) unlisted telephone number located at the PSAP or Comm. Center.
3. The number of lines depends upon the population served by PSAP.



## **9-1-1 Emergency Telephone System**

1. Separate number directory listings for each emergency service provider shall be recorded in the on-site documentation.
2. If the PSAP and Comm. Center are not located in the Common facility, there shall be at least two independent circuits, where possible, provided between the PSAP and each Comm. Center served by the PSAP.
3. Private alarms shall route through to separate number and shall not use the 9-1-1 Emergency Telephone System.

## **Dispatching Systems**

### General Requirement

1. These requirements are provided and are to be used along with the Standard Operating Procedures and Protocols, which are to be followed as documented.
2. Comm Center Staffing shall be on the basis of peak call-volume not average call-volume.
3. Other work shall not interfere with the proper handling of Public Safety Agency calls.
4. When the dispatch system is used for non-emergency communications by various agencies, the Dispatcher shall not action calls of a routine nature when the routine call may interfere with the proper handling of the emergency call.
5. Public safety emergency communication shall take precedence over all other work or communication activities performed.

### Dispatch Methods

1. Unless emergency calls received are less than 600 per year, two (2) separate means of dispatch shall be provided.
2. A circuit terminating at a telephone instrument only is not considered as either of the two separate means of dispatch.
3. One dispatch method shall consist of one of the following:
  - A supervised wire circuit
  - A radio channel
  - A microwave and/or radio link supervised carrier channel
  - A polling or self-interrogating radio or microwave radio system.
4. The Comm Center shall provide for the automatic recording of voice communications with time and date stamping, made available to departments as required.
5. An instant recorder shall be provided at each dispatch position.



## Testing

### General Requirement

Periodic testing of all assemblies and equipment shall be performed according to the following schedule:

1. Power Testing - Emergency power sources:

Generator Operation: 60 minutes weekly

The following tests shall be performed during a simulated power failure:

- Batteries
  - Lead Acid
 

Float Voltage	Weekly
Measure Specific Gravity	Monthly
Discharge for Two (2) Hours	Yearly
Clean and Inspect	Six Months
  - Nickel Cadmium (NICAD)
 

Float Voltage	Three (3) Months
Float Voltage per cell	Yearly
Discharge for Two (2) Hours	Yearly
Clean and Inspect	Six Months

2. Dispatch Equipment General Requirement

Tests and Inspections shall be made by the PSAP and/or Comm. Center personnel at intervals not less frequent than those specified according to the following schedule:

- Dispatch Circuit Instruments      Daily
- Radio and Telephone Assemblies:      Twice Daily
- Standby Power:      Weekly

## Supervision

1. Where supervisory alarm equipment is provided, it shall be used to indicate to the Dispatcher the electrical operation of the equipment.
2. Audible and visual means shall be provided whenever a fault in the equipment has been detected by the supervisory system.
3. Where supervisory equipment has been provided, the following equipment parameters shall be monitored as a minimum:
  - Equipment Power Supply
  - Transmitter failures
4. A switch for silencing the audible alarm shall be permitted so long as a visual signal remains fixed until the fault clears.
5. Once activated, the audible alarm must remain responsive to other emergency calls that may occur, regardless of the position of the switch.
6. The cadence of the audible alert shall be different from other signaling or alert tones.

## **Computer Aided Dispatch**

### General Requirement

1. In addition to any Computer Aided Dispatch (CAD) system, a manual backup system shall be provided and in a fully functioning state should failure of the CAD system occur.
2. Fire Department Dispatch Protocols shall be followed as provided. A Chief Officer or Officer in charge may direct dispatch as required.
3. Provide Stacked Paging for Mutual Aid Departments as per Mutual Aid Protocols, were possible.

### Dispatch Capabilities

1. The presence of CAD system does not negate the need to meet the provision of a second dispatch method as detailed in Dispatch Methods, paragraph 2)
2. CAD systems shall be dedicated solely to Public Safety Organizations.
3. Where CAD systems are shared between agencies, a means shall be provided to automatically override communications in progress for the purpose for the purpose of dispatching priority traffic.
4. Any emergency which, in the judgment of the dispatcher, is life threatening shall take precedence over all other traffic.
5. All computer hardware located at the Communications Center shall have installed and operational, an on-line uninterruptible power supply (UPS)
6. The UPS shall be of sufficient capability to provide constant operating power for the computer equipment being used for a period of time sufficient to allow for the manual or automatic transfer of auxiliary AC power.
7. In no case shall the capacity of the UPS be less than four (4) hours.

### **List of Equipment Supplied to Dispatch Contractor**

1. VHF base radio with remote station for activating page calls for all Fire Departments in East Hants including Indian Brook, excluding Mount Uniacke and Enfield. This equipment will activate respective page tones and the ability to relay the emergency message through a microphone.
2. VHF Base radio with remote station for communicating with all Fire Departments excluding Mount Uniacke to confirm emergency messages, assign Ops channels and all other relevant information
3. Required cabling and antennas for equipment above.
4. Software package that lists the equipment required for the different emergency calls per department. Contractor to supply the hardware to operate this (a PC).
5. TMR Radio base radio with remote stations for communications with all Fire Departments, assign Ops Channels and all other relevant information.
6. Dispatch will provide "I am Responding Notices (text, Email)" using this program or similar program.



SCHEDULE C: DISPATCH PROTOCOLS

