

CORPORATE SERVICES

REQUEST FOR PROPOSALS

Fire Dispatch Services
RFP50457

Release date: August 11, 2022

Proposals will be received up to
3:00:00 pm local time on September 1, 2022

Contact: Michael Hatfield
Procurement Officer
Municipality of East Hants
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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 as further described in Section 2. 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:** Proponent whose Proposal is selected for award.
- 1.2.3. **Independent Contractor:** Proponent, successful or otherwise, is considered to be an Independent Contractor, not an employee of East Hants.

1.3. PROPOSAL SUBMISSION

- 1.3.1. Proposals will be received up to **3:00:00 pm local time on September 1, 2022** by upload only using the East Hants online procurement application.
- 1.3.2. The Proponent is responsible for uploading and submitting all documents by closing time. The Proponent must account for the time to upload documents which depends on the size of the document. East Hants shall not be liable for, and Proponent releases East Hants from, any damage or loss of any kind whatsoever related to Proponent’s failure to submit documents by closing time for any reason.
- 1.3.3. Remember to sign the Proposal form. Electronic signatures are acceptable.
- 1.3.4. Prior to submitting their Bid, Bidders are to review the Electronic Submission Protocol at: <https://www.easthants.ca/government/procurement/> for the latest information with respect to submissions.

1.4. INQUIRIES

- 1.4.1. 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
- 1.4.2. East Hants will provide clarifications and additional information, if required, by way of Addenda.
- 1.4.3. Inquiries and questions will be accepted up to **3:00 pm local time on August 25, 2022.**
- 1.4.4. 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.

1.5. WITHDRAWING OR MODIFYING A PROPOSAL

- 1.5.1. Proposals can only be withdrawn by contacting the Procurement Officer, Michael Hatfield. The Proponent must provide the unique identifying number they received when submitting the Proposal in order to withdraw the Proposal.

- 1.5.2. Once a Proposal has been submitted, it cannot be modified. The Proponent must submit a new Proposal and then contact East Hants as above to withdraw the Proposal which is no longer valid.
- 1.5.3. The request to withdraw a Proposal may occur at any time, but certain competitions may contain bid security or other requirements which may impact a Proponent's legal responsibilities once the competition has closed, so withdrawal of a Proposal, where possible, should occur prior to closing.
- 1.5.4. New or replacement Proposals must be submitted before the Competition Deadline.

1.6. PROPOSAL ACCEPTANCE (PRIVILEGE CLAUSE)

- 1.6.1. This document and Request for Proposal process does not constitute a call for Tenders. This RFP process will not give rise to any Contract A-based tendering law duties or legal obligations.
- 1.6.2. 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.
- 1.6.3. All Proposals become the property of East Hants once submitted.
- 1.6.4. Late Proposals will be rejected and will be returned unopened. Incomplete Proposals may be rejected.
- 1.6.5. Any Proposal that does not include all of the information required in this RFP may be considered incomplete and may be rejected. East Hants will, in their sole discretion, determine if the missing information is material to their ability to evaluate a response; if East Hants believes they have sufficient information to evaluate, it may proceed to do so.
- 1.6.6. Proponents undertake any expenditure related to the submission of a Proposal at their own risk. 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.
- 1.6.7. East Hants may include evaluation criteria within this Request for Proposal document to be used as a guideline for Proponents. 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.
- 1.6.8. 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;
 - choose not to accept the lowest bid price;
 - alter the schedule, RFP process, or any other aspect of the RFP, as it may determine in its sole and absolute discretion.
- 1.6.9. Without limiting the preceding in any way, 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. East Hants reserves the right to reject any and all Proposals that, in its sole discretion, are not 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 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 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. 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.
- 1.6.16. 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. Insurance requirements, if any, should be reviewed by the Proponent's insurer.
- 1.6.17. 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.
- 1.6.18. Suppliers who have been disqualified from bidding on contracts with East Hants may not respond to this RFP and any RFP which features a subcontractor who is disqualified from bidding may also be rejected.
- 1.6.19. 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 discuss the subject matter of a competition with any East Hants' staff member, Councilor, consultant, or any person involved in the procurement process, evaluation, or award, other than the designated contact or their designate. Under no circumstances may a Proponent extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of East Hants in connection with this or any other procurement of goods, services, or construction.
- 1.6.20. Proponents must advise East Hants of any potential conflict of interest that may affect, or appear to affect, the RFP process, including the influence of award. East Hants may disqualify a Proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if East Hants determines that the Proponent has engaged in any conduct prohibited by this RFP.
- 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. The procurement of goods and services, if any, resulting from this RFP will require a written agreement between the parties. Unless otherwise agreed to in writing by East Hants, the terms and conditions of the attached sample agreement shall be the basis for such agreement. Any objections to such terms and conditions must be clearly set out in Proponents' Proposals. In the absence of such objections, East Hants will assume that the Proponent accepts such terms. The extent to which a Proponent accepts, rejects, or proposes modifications to such terms will be taken into account in evaluating Proposals. Any Proposal may, in the sole discretion of East Hants, be rejected at any time on the basis of proposed contract terms and conditions that are unacceptable to East Hants.
- 1.6.24. Proponents are advised that East Hants is governed by Nova Scotia's *Freedom of Information and Protection of Privacy Act (FOIPOP)* and any information submitted to East Hants in response to this RFP may be subject to disclosure under *FOIPOP*. Proponents may identify any confidential information in their Proposals or any accompanying documentation and are advised to consult with their own legal advisors regarding the appropriate way to identify such information. East Hants will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under *FOIPOP* or any disclosure requirements imposed by law or by order of a court or tribunal. Proponents are advised that their Proposals will, as necessary, be disclosed, on a confidential basis, to members of the fire service and other advisers retained by East Hants to advise or assist with the RFP process, including the evaluation of Proposals. Proponents are further advised that East Hants may make public the names of any or all Proponents and intends to publish the name of the successful Proponent and the total value of any contract entered into with the successful Proponent. If a Proponent has any questions about the collection and use of information pursuant to this RFP, questions are to be submitted to the RFP Contact.
- 1.6.25. 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. In addition, the Proponent confirms that it has, and will, comply with all policies of East Hants, including the *Procurement Policy* and *Supplier Disqualification Policy*. No Proponent shall have any claim for compensation of any kind whatsoever as a result of participating in this RFP and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.
- 1.6.26. 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. All responses to this RFP should be held firm 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. ANNUAL COST

- 1.9.1. Price certainty is important to the process of this RFP. While East Hants recognizes that some suppliers may base their price on the number of residents served or the number of calls they may receive during the Term, neither of these factors are under the control of East Hants.
- 1.9.2. In order to assist Proponents in their estimates, East Hants have provided the following information which we believe adequately describes the potential for growth in the service areas and with which the Proponent, understanding their business best, may use to develop their Annual Cost:
- 1.9.2.1. Population figures for the Fire Services Districts covered by the contract;

- 1.9.2.2. Aggregate number of calls received and dispatched over the last five years of the term of the expiring contract; and
- 1.9.2.3. High-level estimates of growth in some key areas where population growth appears certain.
- 1.9.3. The Proponent is therefore responsible to ensure that their Proposal provides for an Annual Cost which adequately compensates them for full Term of the contract whether or not a change in population or increase in call volume might occur.
- 1.9.4. Without limiting the foregoing, East Hants recognizes significant changes to call volume or population may affect the Proponent's costs over the Term and, as such, cannot be calculated at the time of the Proposal. Therefore:
 - 1.9.4.1. 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;
 - 1.9.4.2. Such clause, if specified, must be clear as to how the Proponent envisions it will be calculated, must be fair and consistent with the intended Agreement, and it must apply equally should the circumstances indicate a decline or an increase of the data to be calculated;
 - 1.9.4.3. Escalation can only be applied at the beginning of a Service Year and it will be up to the Proponent to initiate discussions about escalation 30 calendar days prior to the beginning of the next Service Year. Escalation cannot be cumulative (always compared to the annual cost for the Service Year under discussion), may not be retroactive, and will only be applied to the Service Year for which application is made.
 - 1.9.4.4. East Hants will consider the implications of the escalation clause when evaluating the proposal and such a clause is subject to negotiation; East Hants reserves the right, acting reasonably, to reject an escalation clause which is not in the best interests of East Hants.

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 Section 2, 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. Generally:
 - 1.10.1.1. East Hants wishes to understand how the Proponent will approach this project if successful. It is up to the Proponent to create compelling argument as to why their firm should be selected, in accordance with the scoring parameters East Hants provides.
 - 1.10.1.2. While there is no maximum page limit, Proponents should only include information which they believe is relevant to the Services being requested and which demonstrates the Proponent's capability and capacity to complete the Services, in accordance with these instructions and being mindful of the Evaluation Criteria.
 - 1.10.1.3. Proponents should demonstrate how they are uniquely qualified to complete the Services, including any value-add services they may offer.
 - 1.10.1.4. Proponents should avoid relying on assumptions. If a Proponent is unsure of something which is material to their Proposal, they are encouraged to ask questions within the specified period in which to do so.
- 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 of the Proponent, including the following:

- 1.10.2.1.1. Description of how many calls are typically dispatched by the Proponent from 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 emergency 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 requirements specified in Schedule A;
- 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); and
- 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 at the beginning of the contract 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 (call pick up, call to dispatch, etc.), 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 2021, 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 must provide an understanding of how Covid-19 has affected the Proponent's ability to obtain and retain staff; and
 - 1.10.2.2.4. Safety.
- 1.10.3. Proponents must provide two references to whom they have or currently provide Services. The reference information must include the name of the company or entity to whom Services were provided, 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. Do not include East Hants as a reference; East Hants may consider their own experience with the Proponent when evaluating but is interested in getting perspective from other clients of the Proponent.
- 1.10.4. Proponents must complete and submit with their Proposal Appendix A, the Proposal Form.
- 1.10.5. 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 sub-consultants will be used. Proposed sub-consultants shall be subject to approval by East Hants.



- 1.10.7. If a sub-consultant is to be used, the Proponent must include a list of the sub-consultant's staff, their organizational chart and the resumes of Primary Team Members. The role of any sub-consultant must be clearly defined and outlined in the Proposal.
- 1.10.8. 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.
- 1.10.9. 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 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. The Proponent confirms in Appendix A that they have inquired with WCBNS and have determined they will be able to obtain such coverage.
- 1.10.11. The successful Proponent will be expected to deliver the Services specified in Section 2, Services Description. The Sample Agreement included as Appendix B represents the terms and conditions which East Hants expects will govern the performance of the Services; while some negotiation may be acceptable, if a Proponent has objection to a specific clause, in particular indemnification or insurance requirements, they must raise them during the competition and East Hants, in their sole discretion, may choose to alter the clause or not.



1.11. PROPOSAL EVALUATION

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

Criteria	Available Points
Proposal Document	
Capability and capacity (<i>calls, departments, building, equipment, staff, etc.</i>)	/30
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>)	/5
References	/10
Sub-Total	/70
Cost Rating	/30
Total	/100

1.11.2. When evaluating the Proposals, East Hants will assign points for Cost based on the following formula:

(Lowest Total Proposal Cost divided by Proponent's Total Proposal Cost) multiplied by the Available Points

1.11.3. Rejected proposals will not be considered when evaluating Cost.

1.11.4. Award is subject to approval by Council or the CAO.

2. SERVICES DESCRIPTION

2.1. General

- 2.1.1. 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.

2.2. Participating Volunteer Departments

- 2.2.1 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
- 2.2.2. East Hants may add additional fire departments to the Agreement provided East Hants and the Contractor can agree to terms for such additions.
- 2.2.3. Volunteer Fire Departments may choose to exit the agreement at any time. The Contractor will negotiate a reduction in contract value in accordance with the **CHANGES TO SERVICES** provisions of the contract should this occur.

2.3. Additional Information

- 2.3.1. The approximate call volumes experienced over the last five years are listed in the table below. Calls were reduced in 2020 due to Covid restrictions affecting what resources were called out to which emergencies.

Period	Approximate Number of Calls
2017	1105
2018	1055
2019	1115
2020	618
2021	957

- 2.3.2. The estimated population for 2022 for the Fire Districts for which the Services will be provided is 14,753 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). Note that East Hants has reduced the population for Indian Brook due to an anomaly in the census data that they are still investigating; the calculated population is 1,189 while the census data indicated 2,739.

In 2016, this population was calculated as 14,325, and in 2011 this population was calculated as 14,356.

- 2.3.3. Populations in the more rural areas of the Municipality have been steadily decreasing for some time, but there is significant growth occurring in what is referred to as the South Corridor & Commercial Growth Management Area (serviced Enfield, Elmsdale, and Lantz). If all of the approved and proposed residential developments were to be built out as expected over the next five years, and if we apply today's person/dwelling ratio, there would be an estimated increase of 4,000 people in the area subject to the contract terms by 2026.

2.4. Services to be provided

- 2.4.1. The Contractor must provide the Services in accordance with the [Standard Operating Guidelines](#) (SOG) Manual. This Manual includes paging instructions and key contact information related to dispatching the various volunteer fire departments and will be reviewed in detail with the Contractor at the commencement of the Agreement.
 - 2.4.1.1. East Hants 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.
 - 2.4.1.2. 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.
- 2.4.2. The Contractor must provide the Services in accordance with the Technical Specifications provided in Exhibit 1.
 - 2.4.2.1. Included in these specifications are requirements with respect to the building locations, building services, staffing and supervision, and the required level of call response.
 - 2.4.2.2. 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.
 - 2.4.2.3. 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.
- 2.4.3. The Contractor will use the Protocols provided by the Fire Service to provide the Services. The Protocols describe the specific dispatch methodology and include the phone numbers of the various departments and will be provided to the Contractor as part of the contract on-boarding. The fire service or East Hants may update the protocols during the Term of the contract and the Contractor will be expected to implement any changes within a reasonable period after the protocols are changed.

- 2.4.4. 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:
- 2.4.4.1. The Contractor shall keep full and complete records of in-coming and out-going dispatch communications;
 - 2.4.4.2. The Contractor will answer and dispatch all fire emergency calls in a manner consistent with Standard Operating Guidelines, as amended from time to time; and
 - 2.4.4.3. 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.
- 2.4.5. East Hants currently has in place a Standing Offer for fire scene security. The Contractor may be contacted by a fire chief with a request to contact providers on the Standing Offer in order to identify a provider who can provide security personnel. The requirements include, without limitation, the following:
- 2.4.5.1. Establish a security provider call-out list from information provided by East Hants;
 - 2.4.5.2. Train personnel to collect information from a department in order to convey the same to a security provider. This will include, but may not be limited to, fire department name, contact information at the site, address for the services, unusual site conditions (if any), estimate of duration for security services, contact number if guard gets lost or delayed, and urgency of response.
 - 2.4.5.3. Contact security providers sequentially from the list. Allow for five rings and then move to the next provider on the list if there is no answer;
 - 2.4.5.4. Record successful contact in the call-out list; the next round of calls would begin with the provider on the list after the provider last assigned a call-out. This ensures fair distribution of call-outs;
 - 2.4.5.5. Verify from the security provider their response time and provide them with the information necessary to respond;
 - 2.4.5.6. If a provider needs to call back to confirm, ask them when they will call back. Advise the department if over 30 minutes;
 - 2.4.5.7. If a provider answers but states they will not be able to provide security within two hours of activation, confirm with fire department before proceeding;
 - 2.4.5.8. If a provider confirms they will dispatch, confirm the name of the respondent, the ETA, and verify the provider has the correct address and contact on scene. Confirm to the department;
 - 2.4.5.9. If a provider cannot respond in a time acceptable to the department, decline and move to the next provider on the list;
 - 2.4.5.10. If a provider has not responded within the time they have specified, move to the next provider on the list. If initial provider responds before another contact is made, discontinue calls until dispatch is accepted or declined by the department;



- 2.4.5.11. If no provider can respond, advise department and ask for instructions, if any; and
- 2.4.5.12. Record the date, time, and results of a call in a log book or spreadsheet.
- 2.4.6. East Hants will provide a complete list of departments, providers, and information requirements to the successful bidder sufficient to allow them to create the call-out list. At present, there are 13 departments who may use this service, four providers, and the historical use of this service has tended to be low (2-3 instances a year), though the actual use may be higher during the Agreement.
- 2.4.7. 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.
 - 2.4.6.1. 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.
 - 2.4.6.2. Contractor's relationship with East Hants may not published or broadcast in any way, or be included in any marketing activities, without express written permission of East Hants to do so.

2.5. Equipment Provided by East Hants and East Hants Fire Service

- 2.5.1. 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.
- 2.5.2. 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 complete repairs or provide a replacement;
- 2.5.3. 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.
- 2.5.4. The following equipment, tools, and software ("Equipment") will be supplied by East Hants Fire Service to the Contractor:
 - One Motorola TMR radio, serial number 7608FC0151
 - One Zetron Model 5 encoder, serial number 09578-049
 - One SP8 Slim power, serial number 94420108
 - One Motorola CM300 radio, serial number 922TSQS834
 - One Astron Power supply SL11A, serial number 206060228
 - Software that was developed to aid in the dispatch of East Hants fire departments
- 2.5.5. East Hants or East Hants Fire Service shall supply appropriate replacement Equipment when required and may provide additional Equipment as it deems necessary.
- 2.5.6. This Equipment shall be used solely to provide emergency Dispatch Services to East Hants.



- 2.5.7. 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.
- 2.5.8. 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.
- 2.5.9. 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.

2.6. Training

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

2.7. Record Keeping/Reporting Requirements

- 2.7.1. The Contractor must keep accurate records showing the number of calls received and the number of dispatch events performed each day.
- 2.7.2. 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.).
- 2.7.3. 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.

2.8. East Hants Representative

- 2.8.1. The East Hants Representative for these Services is Adam Clarkson, Director of Corporate 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.
- 2.8.2. 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.



EXHIBIT 1: 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.

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
11. 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.
 12. 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.
 13. 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 ± 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.

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
 - 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 DispatchGeneral 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, where 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 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. Required cabling and antennas for equipment above. The Contractor will work with the East Hants Fire Service's Contractor to facilitate the installation and repair of any equipment or cabling required.
3. Software package that lists the equipment required for the different emergency calls per department. Contractor to supply the hardware to operate this (a PC).
4. TMR Radio base radio with remote stations for communications with all Fire Departments, assign Ops Channels and all other relevant information.
5. Dispatch will provide "I am Responding Notices (text, Email)" using this program or similar program.



APPENDIX A - COST FORM

1. Contact information for Proponent:

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

2. Sub-consultant List (if any):

Name of Sub-consultant Firm	
Address	
Phone Number (office)	
Fax Number	
Project Contact Name	

3. COST

The Proponent will provide an Annual Cost for the Services in the Table below.

Services	Year 1 2022-2023	Year 2 2023-2024	Year 3 2024-2025
Fire Dispatch Services			

* Annual cost shown will be exclusive of Harmonized Sales Tax (HST).



4. BY SIGNING BELOW THE PROPONENT AGREES THAT:

- a. The Proponent has read and understands the requirement of this RFP and agrees to abide by the terms and conditions.
- b. The Proponent has read and understands the following addenda: Addendum _____ to _____ (if any). Failure to acknowledge an addendum containing information pertinent to the Services may be cause to reject a Proponent's Proposal.
- c. The Proponent has read, understands and will, if awarded the work, comply with insurance requirements specified in the Sample Agreement.
- d. The Proponent will, if awarded the work, obtain and will maintain for the duration of the contract Workers' Compensation Board of Nova Scotia workplace insurance coverage (attach Letter of Good Standing if available).
- e. The Proponent hereby agrees provide the Services at the annual costs 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, and subject to any escalation clauses in the contract.

Authorized Signature

Name (Printed)

Title (Printed)

Date



APPENDIX B - SAMPLE AGREEMENT

THIS AGREEMENT is effective <<date>>, 2022 ("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 to supply Dispatching Services to certain volunteer fire departments in East Hants (the "Services"), more fully explained in Section 2, Services Description.

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 **Schedule** means the timeline, including deadlines, review dates and any other milestones or dates established by East Hants for the delivery of the Services. The Schedule may only be modified with written permission from East Hants.

CONTRACT DOCUMENTS

- 4 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, these will be included or the modifications made to the documents will be incorporated.)**
 - a. This Agreement;
 - b. Section 2, Services Description;
 - c. Exhibit 1, Technical Specifications;
 - d. <<insert proposals, confidentiality agreements, etc. as applicable>>; and
 - e. <<insert additional documents as applicable>>.

INTENT

- 5 East Hants hereby engages the Contractor to supply the Services described herein and the Contractor agrees to provide these Services.
- 6 East Hants expects that any Contractor capable to perform the Services will perform the Services in a manner consistent with the degree of care, skill, and diligence normally provided by members of the same profession performing the same or comparable services in respect of projects of a similar nature in similar circumstances. East Hants expects the Contractor to act with good faith and in the interests of East Hants.

- 7 The Contractor warrants that it has the necessary resources to complete the Services in a safe, competent and professional manner. Such resources shall include, without limitation, qualified, skilled, and sufficient personnel, plant, equipment, materials, adequate financial resources, and any other unique or general resources necessary to complete the Services.

TERM

- 8 This agreement shall commence on the Effective Date and shall end:
- a. Full completion of the Services to the satisfaction of East Hants; or
 - b. **October 1, 2025**, unless extended for an additional period by East Hants, in writing; or
 - c. Termination in accordance with the terms of this agreement.

PAYMENT

- 9 East Hants shall remunerate the Contractor <<insert applicable means of remuneration>>.

- 10 In addition:

- a. Remuneration, or part thereof, is 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.
- c. All invoices submitted by email must be sent to vendors@easthants.ca. Invoices submitted by mail or hand-delivered must be to the attention of the Payables Administrator. When a Purchase Order is specified by East Hants, the invoice must reference this Purchase Order in order to be processed for payment. Include the name of the East Hants Representative on the invoice.
- b. Invoices must be submitted in accordance with the schedule established by East Hants at the beginning of the contract, typically monthly, and must be supported in such detail as East Hants may request.
- c. NTD: if a fuel surcharge forms part of the contract, insert: "The Fuel Surcharge must be specified separately on an invoice and is to be reconciled on a frequency as specified in the Fuel Surcharge subsection.">>
- d. 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.
- e. East Hants may reject an invoice on the basis that the Services it refers to were not performed in accordance with the requirements of the agreement. 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 East Hants' sole opinion, East Hants may terminate the agreement.
- f. 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.
- g. Payment will be made on a net thirty (30) days basis from receipt of an acceptable invoice.
- h. No payment made by East Hants under this agreement shall constitute acceptance of work or products that are not in accordance with the requirements of the agreement.

- i. All expenses and disbursements are considered to be included in the total cost unless authorized, in writing, by East Hants to be reimbursed separately. Disbursements and expenses so authorized shall be reimbursed to the Contractor at actual cost plus a nominal mark-up to cover the administrative cost associated with the disbursement or expense.
- j. 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.
- k. In the event the agreement is terminated before the satisfactory completion of the Services, 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. Upon payment for services completed in accordance with this agreement to the date of termination, the Contractor will have no further claim against East Hants for any damages related to termination of this agreement.
- l. The Contractor shall be solely responsible to pay all costs and expenses arising out of this agreement, whether or not they may qualify for reimbursement. The Contractor is responsible to maintain a thorough cumulative record of all costs, fees, expenses and disbursements over the term of the Contract. The Contractor must provide East Hants with an electronic copy of such record upon request.

INDEPENDENT STATUS

- 11 The Contractor will provide the Services to East Hants as an Independent Contractor and not as an employee. 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.
- 12 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.
- 13 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.

PERSONNEL

- 14 The Contractor is advised that East Hants expects personnel having the skills, training, and appropriate qualifications to perform the Services indicated. The Contractor must obtain written permission from East Hants before changing the training or qualifications required for the work team. In the case of personnel being changed, the new personnel being assigned must have a similar skills, training, and qualifications as the personnel being replaced and they must be acceptable to East Hants.

15

SUBCONTRACTOR

NTD: Remove subsequent clauses if no subcontractors are proposed and replace with "Subcontractors will not be used to complete the Services. In the event that the Contractor wishes to use subcontractors for some or all of the Services, they must make such a request in accordance with the **CHANGES TO SERVICES provisions of the agreement and additional conditions may apply."**

- 16 The Contractor is advised that the subcontractor listed in the Contractor's proposal and their work scope cannot be changed without the written permission of East Hants. Failure to comply with this provision will be considered a breach of contract and may result in termination of the agreement.

- 17 If the Contractor finds that a subcontractor named in this agreement cannot perform some or all of the Services for which they were named, the Contractor may request permission from East Hants to engage an alternative subcontractor for such Services. In making such a request, the Contractor must:
- a. Identify the reasons why the named subcontractor cannot complete the Services;
 - b. Provide the name, qualifications and experience of the proposed replacement subcontractor;
 - c. Make such request in writing; and
 - d. Must select a replacement who is in all respects equal to the subcontractor being replaced.
- 18 Permission to replace a subcontractor will not be unreasonable withheld. However, East Hants reserves the right to, in its sole discretion, reject any proposed replacement subcontractor the Contractor may name. The rejection of a replacement subcontractor shall not relieve the Contractor of their obligation to perform the Services under this agreement.

CONFIDENTIALITY

- 19 In the course of discharging its duties under this agreement, the Contractor, its subcontractors, 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").
- 20 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.
- 21 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. All Confidential Information in the possession of the Contractor must be destroyed or returned to East Hants upon Termination of the contract.
- 22 The use and disclosure of the confidential information shall not apply to information which
- a. Was known to the Contractor before receipt of same from East Hants; or
 - b. Becomes publicly known other than through the Contractor; or
 - c. Is disclosed pursuant to the requirements of a governmental authority or judicial order.

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, plans, and call records will become the property of East Hants and an electronic copy of such information must be provided to East Hants within ten days of a request by East Hants.
- 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.

INDEMNIFICATION

- 24 The Contractor shall defend, indemnify and save harmless the Municipality of the District of East Hants, its elected officials, officers, and employees from and against claims, actions, causes of action, losses, expenses, fines, costs (including reasonable legal defence costs), interest or damages, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, to the extent reasonably attributable to the negligent acts, errors, or omissions, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this agreement, and shall survive this agreement.

INSURANCE

- 25 The Contractor shall, without limiting its obligations or liabilities, maintain Commercial General Liability insurance on an occurrence basis with a minimum limit of \$5,000,000.00 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; Hostile fire; Tenant's legal liability; Non-owned automobile liability; Contingent employer's liability; and Products and completed operations liability.
- 26 The Contractor must provide a certificate of insurance from their insurer for this coverage. The Certificate, at a minimum, must:
- List the Municipality of the District of East Hants as an additional insured and contain both cross-liability and severability of interest clauses;
 - The Contractor's insurance must provide for bodily injury or property damage that may result from the Contractor's performance of the Services; and
 - Excess or umbrella insurance may be used to achieve the required insurance limits noted in this section.
- 27 The COI for Commercial General Liability insurance must provide for 30 days' written notice of cancellation. The Contractor must provide a new certificate of insurance each time the insurance is renewed, for the duration of this contract.
- 28 The Contractor is responsible to have and to maintain insurance on the equipment and materials used to provide the Services for the duration of the agreement. East Hants will not be responsible in any way for lost, damaged or stolen equipment.
- 29 In addition:
- The Contractor's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to East Hants.
 - In the case where the Contractor will use subcontractors or third-party suppliers, such subcontractors and third-party suppliers must obtain and provide proof of insurance coverage that is equal to that required of the Contractor under this agreement.
 - Failure to maintain the required insurance coverage may be grounds for termination of the agreement;
 - If a Contractor no longer is in Good Standing with WCBNS, the Contractor must disclose the change in WCB status immediately. Inability to return to Good Standing before the next performance of the Services may result in the termination of the agreement;
 - East Hants will not accept any provisions which seek to limit the liability of the Contractor with respect to these insurance requirements;

- f. Changes to incorporation information must be disclosed within a reasonable time of the change; and
- g. Changes to insurance coverage must be disclosed to East Hants prior to the next performance of Services after the change and the Contractor must provide a revised certificate. The amended coverage must be in accordance with the requirements of this agreement or otherwise acceptable to East Hants.

ISSUE REPORTING

- 30 The Contractor shall establish methods acceptable to East Hants for communicating issues and concerns to East Hants with respect to the Services.
- 31 The East Hants Representative will report any issues identified by the fire service to the Contractor and the Contractor will report any issues they identify to the East Hants Representative. The frequency of reporting will be determined by the relative urgency of the issue:
 - a. Issues which affect the Contractor's ability to perform the Services shall be reported to the East Hants Representative by email as soon as practical after the issue is identified and each Chief shall be contacted by phone to advise the duration of the gap in Services;
 - b. Issues where a response is required within one to three business days shall be communicated to the East Hants Representative by email;
 - c. Issues where the response is not urgent shall be communicated to East Hants at the next possible opportunity; and
 - d. The Contractor must be prepared to periodically review and discuss the status of issues.

REGULATIONS

- 32 The Contractor shall comply with all applicable 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

- 33 The Contractor shall pay all Federal and Provincial Taxes as required by the appropriate enactments.

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.

CONFLICT OF INTEREST

- 35 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.

PERFORMANCE

- 36 If any part of the Services is found to be deficient or not in accordance with the terms of this agreement, East Hants may, at its sole discretion:

- a. Require the Contractor to re-perform the Services or make any required corrections to the work, at its own expense, to comply with the terms of the agreement; or
 - b. If the Contractor cannot or will not make such corrections or re-performance, or if the proposed delay in making such corrections or re-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 either to engage a third party to correct the work or to perform the Services or to perform such corrections or to perform such Services themselves. The cost of such action will be deducted from any monies owing to the Contractor until the entire amount is offset or, where there is not amount to offset, the Contractor must pay any remaining cost back to East Hants in the form of credits of payments already made; or
 - c. Where the deficiency is embedded in the work or Services, East Hants may deduct an amount from any monies owing, or the agreement value, that is equivalent to the difference between the value of the defective work and what was specified in the Contract. Such amount shall correspond to the costs that would reasonably be incurred to correct the deficiency; and
 - d. East Hants may terminate the agreement in accordance with the Termination clauses herein.
- 37 East Hants shall be the sole judge of the adequacy of the performance of the Contractor in providing the Services. East Hants will document performance and advise the Contractor when such performance is not adequate and why. The Contractor shall be given adequate time to investigate the determinations made by East Hants and shall have reasonable time to effect corrections. East Hants may, at its discretion:
- a. Audit or inspect any aspect of the Contractor's performance with respect to the Services, including observing the performance of the Services, requesting reports or information from the direct recipients of the Services or using third party evaluation tools;
 - b. Request, and the Contractor may not unreasonably withhold, call data, training records or other employee records related to the employee's eligibility or competence in completing the Services; and
 - c. Investigate and document reports, whether solicited or unsolicited, with respect to the performance of the Contractor, whether or not that equipment or employee was engaged in performing Services for East Hants.

CHANGES TO SERVICES

- 38 If instructions provided by East Hants are interpreted by the Contractor as increasing or decreasing the scope of the Services, they must inform East Hants prior to acting on these instructions. At minimum, any change in scope that affects the cost of the Services or the Schedule 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 cost will either be increased or decreased; and
 - c. A summary of the activities and costs which make up the amount of increase or decrease.
- 39 East Hants may, at its sole discretion, discontinue all or a portion of the Services by providing the Contractor with 30 days' written notice of such discontinuation. For greater clarity, this may include the removal of one or more volunteer fire departments from the list of departments for which dispatch services are to be provided.
- a. The Contractor will only invoice for Services up until the point they were discontinued, but may include any reasonable direct costs provided they are specific to the discontinued Services and cannot be off-set through use elsewhere in the contract or through use in other contracts.

- b. In the event a Fire Department is removed from the list, East Hants and the Contractor will negotiate a representative reduction in the contract value based on the methodology the Contractor uses to determine their Annual Cost.

40 Requests for changes to the Services must be submitted in writing by the party requesting the change. Changes to the Services may only be made when the other party approves the change in writing and submits the approval to the party requesting the change. No verbal agreement or conversation between any officer, agent or employee of a party shall affect or modify any of the terms or obligations specified in the agreement.

41 If a change requested by either party will impact the cost of the Services to be changed, the increase or decrease in cost must be clearly identified on the change request. The Contractor must provide an explanation of any price increase they may request. Such increases must be reasonable and reflective of the actual increase in the Contractor's cost brought about by the change. When a change can be shown to decrease the scope of Services, a reasonable decrease in the cost of Services is expected.

TERMINATION

42 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.

43 Notwithstanding the above, East Hants may terminate this agreement without notice if the Contractor makes changes to the approved list of Contractor's personnel tasked to complete the Services or to the subcontractor engaged to complete the Services without first obtaining the written permission of East Hants.

44 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, or portion thereof, 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.

45 East Hants reserves the right to terminate this agreement if the Contractor fails to act in accordance with their safety protocols or where, in East Hants' sole opinion, there have been an unreasonable number of safety violations, near misses, or orders/corrective actions issued to the Contractor by government officials.

46 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.

47 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

48 In the event that a Receiver is appointed to manage the affairs of the Contractor, East Hants reserves the right to enter into an agreement with another party to perform the Services. Under no circumstances shall East Hants be responsible for any losses suffered by the Contractor.

ASSIGNMENT

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



ENTIRE AGREEMENT

- 50 The agreement, together with the Exhibits, Schedules, and Contract Documents, 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

- 51 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

- 52 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.

- 53 The Notifications shall be addressed as follows:

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

Municipality of East Hants
RFP50457 - Fire Dispatch Services
Box 230, Suite 170
15 Commerce Court
Elmsdale, NS B2S 3K5

Attention: Manager of Administrative Services

- b. By email to East Hants:

Primary: whill@easthants.ca
Cc: mhatfield@easthants.ca

- c. By mail to the Contractor:

<<Company Name>>
RFP50457 - Fire Dispatch Services
<<Address>>

Attention: <<Name>>

- d. By email to Contractor:

Primary: <<email address>>

GOVERNING LAW

- 54 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

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

SEVERABILITY

- 56 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.

WAIVER

- 57 Any failure by East Hants to enforce or require the strict compliance and performance of any of the terms or conditions of this agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way or the right of East Hants to enforce same and/or to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

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

MUNICIPALITY OF THE DISTRICT OF EAST HANTS	<<CONTRACTOR LEGAL NAME>>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

