

CONTRACT FOR THE SUPPLY OF FIRE DISPATCH SERVICES

This contract is made effective as of May 11, 2020 (the “**Effective Date**”) between The Corporation of the Town of Orangeville, an Ontario municipality having offices at 87 Broadway Orangeville, Ontario (the “**Town**”) and the Town of Tillsonburg, a corporation incorporated under the laws of Ontario having offices at 80 Concession Street East, Tillsonburg, Ontario (“**Contractor**”).

1. **Contract Documents.** The terms of the contract between the Town and Contractor for the supply of the goods and services set out in the Scope of Work (SOW) are comprised of the following (collectively, the “**Contract**”):

- a) the main body of this Contract
- b) Schedule “A” (Scope of Work) (the “SOW”)
- c) Schedule “B” (Basis of Payment)
- d) the Town RFP OF-2020-01, including (i) all Addenda (which, for greater certainty, shall supersede the contents of the RFP) and (ii) all documents incorporated by reference into the RFP;
- e) the Contractor’s proposal submitted March 5, 2020 in response to the above-noted RFP
- f) General Liability Insurance and WSIB certificates
- g) Town of Orangeville Health and Safety Policy.

Where the document is not included as a schedule, it is deemed incorporated by reference. In the event of a conflict or inconsistency between any of the above documents, the conflict or inconsistency shall be resolved in favour of the document first appearing on the above list.

2. **General.** Contractor shall supply the goods, if any, (the “**Goods**”) and the fire dispatch services described in the SOW, and deliver the deliverables outlined in this Contract (together, the services and the deliverables are the “**Services**”) at the prices stipulated, and in accordance with, the terms of the Contract.

3. **Personnel.** Contractor shall provide the services of the persons named in the Contractor’s proposal (if any), together with any additional persons necessary to perform the work and provide the Services. Should Contractor, at any time, be unable to provide the services of the named persons or should at any time the required qualifications of named personnel be lost such that they no longer meet the required qualifications to provide the Services, Contractor shall be responsible for providing replacements with at least the same level of skill and experience and that meet the qualifications requirements. In such cases, Contractor shall notify the Town’s representative in writing and provide: (a) the reason for the removal of the named person from the project; (b) the name of the proposed replacement; and (c) an outline of the skills and experience of the proposed replacement. To the extent practicable, the notice will be sent at least seven (7) days in advance of the date upon which the replacement is to commence work. Such replacements will be subject to the written approval of the Town. The Town may order the removal of any personnel (whether or not named in the original proposal) on reasonable grounds including, without limitation, a violation of the Town’s applicable workplace policies (available on the Town’s website at Orangeville.ca) and if such an order is made, Contractor shall immediately remove the person from the work and shall secure a replacement.

4. Time of the essence/Delivery Dates. Time is of the essence in the Contract. Contractor shall notify the Town as soon as it becomes aware that it cannot meet the agreed delivery dates for Goods or Services. In the event of a delay, Contractor shall, at no additional cost to the Town, employ accelerated measures such as premium transportation costs or labour overtime to ensure the Goods or Services are delivered on or before the revised delivery date. In the event a delay in delivery or a new delivery date proposed by Contractor is not acceptable to the Town, acting reasonably, in addition to any other rights and remedies that may be available to the Town at law, the Town may cancel the Contract without any Town liability whatsoever.

5. Shipping. Where applicable, and unless otherwise specified herein, Contractor shall ship the Goods Delivery Duty Paid (DDP-Incoterms, 2018) (equivalent to FOB Destination), to the place of destination specified by the Town in the Contract, using the most direct and economical means. A packing slip must accompany each shipment indicating the Town-issued purchase order number. Title to the Goods will pass to the Town upon acceptance by the Town as set out in these terms. In the event of loss or damage during shipping, Contractor shall be required to promptly ship replacement Goods, at Contractor's cost.

6. Inspection and acceptance. The Town, or persons authorized by the Town, shall have the right, at all reasonable times and with prior notice of not less than one (1) business day, to inspect or otherwise review the Services performed, or being performed, and the premises where they are being performed to ensure compliance with the Contract requirements. In addition, the Town shall have ten (10) business days following receipt to inspect and accept the delivered Goods or Services prior to having any obligation to pay for such Goods or Services. Where the Town discovers defective or non-conforming Goods or Services, the Town may at its option and without prejudice to any other rights or remedies it may have hereunder or at law: (a) at Contractor's expense, return Goods for a refund, credit, repair or replacement or (b) obtain a price reduction or re-performance of non-conforming Services at no charge to the Town. No payment shall be owed for the Goods or Services unless and until the Town has finally accepted the Good or Service or the period for inspection and acceptance has passed.

7. Prices and Price Increases. Unless otherwise specified in the Contract, all prices are in Canadian dollars and are the maximum prices to be charged for the Goods and Services. Any maintenance services and unique parts and consumable items required in connection with Goods and not listed in the Contract must be offered by Contractor at a price that is not higher than Contractor's published prices at the time that the Contract is executed (where not published, then at commercially reasonable and competitive prices) and must not increase until completion of the project or, where the Contract is for a defined term, then for the term of the Contract. Where no Contract term is specified, then prices must not increase for at least the twelve (12) month period following the effective date of the Contract. Thereafter, such prices must not increase more than the percentage increase in the Canadian Consumer Price Index as published in the month prior to the beginning of subsequent twelve (12) month periods.

8. Timely Invoicing and Payment. Contractor must submit its invoices for payment within ninety (90) days following the Town's acceptance of the Goods or Services. The Town shall not be liable to pay for invoices first issued after such period of time. Subject to the timely issuance of invoices in accordance

with the Contract, payment for Goods and Services and properly invoiced will be made within thirty (30) days from the later of: (a) the Town's receipt of a proper invoice or (b) acceptance of the Goods or Services in accordance with acceptance provisions of this agreement. Where applicable, a transportation bill of lading must be attached to each invoice. Invoices are to be submitted to the Town of Orangeville, 87 Broadway, Orangeville, Ontario L9W 1K1 the attention of Accounts Payable quoting the purchase order number provided by the Town. In the alternative to mailing an invoice, an electronic invoice may be submitted to an electronic address as may be provided by the Town for such purposes. Invoices must also include Contractor's GST or HST and applicable PST registration numbers. Unless otherwise agreed, Contractor must complete the Town forms and other measures, as required, to enable payment by electronic funds transfer. The Town may withhold from, reduce or set-off against any amount due to Contractor, such sums as are reasonably necessary to cover non-performance, breach of warranty, indemnity or liability of Contractor in relation to the Contract. The Town is not liable for any Services performed or Goods delivered in excess of those required by the Contract unless expressly agreed in writing in advance.

9. Taxes. The prices set out in the Contract are exclusive of Canadian GST/HST and PST (if applicable) and inclusive of any other taxes, duties, fees (including brokerage fees) and levies that may be imposed on Contractor by Canadian law or a non-Canadian jurisdiction. Where any payments due under the Contract are subject to any Canadian legislated deduction, withholding or similar tax, the Town shall deduct or withhold the necessary amount unless Contractor provides proper documentation from a competent governmental authority relieving the Town of its withholding obligations prior to payment being made. The Town will not pay GST/HST or PST unless such taxes have been so identified on the invoices submitted to the Town by Contractor. Contractor's invoices will not be returned or adjusted by the Town to correct errors or omissions in Contractor's tax calculations or tax assumptions.

10. Warranty. Contractor represents and warrants that any Services will be performed in a diligent, good and workmanlike manner in accordance with an applicable schedule or committed delivery date, and of a quality at least equal to that generally accepted in the industry or profession for similar work (which includes providing deliverables reasonably free of formatting and typographical errors); that the Goods are not subject to economic sanctions, will be new and of current production and that, for a period of one (1) year or such longer warranty period as may be specified in the Contract, following the Town's acceptance, the Goods will be merchantable, of satisfactory quality, free from defects in design, material and workmanship; and where applicable, will conform to and perform in accordance with specifications, drawings and samples accepted by the Town or included in the Contract. Goods or Services failing to comply with applicable warranties will be, at the Town's option and at no charge to the Town: (i) returned for a full refund or credit of amounts paid by the Town for the defective Goods, (ii) repaired, (iii) replaced; (iv) re-performed by Contractor using alternate personnel if instructed by the Town or (v) rejected by the Town, at no cost or expense to the Town and with any shipping and transportation costs and risk of loss and damage in transit borne by Contractor. Repaired and replaced Goods or re-performed Services shall be warranted as set forth in this Section. The above warranties, together with any additional Contractor warranties, survive inspection, test, acceptance of and payment for the Goods or Services. Unless otherwise specified on the face of the Contract, if an additional warranty-related obligation (e.g. manufacturer's warranty) sets a warranty time period or warranty standard that is not consistent with a warranty time period or warranty standard set out in this Section, Contractor shall comply with the longest time period and highest standard. For greater



certainty, Contractor shall not be held responsible for delays outside the Contractor's reasonable control or to the extent any delay is caused by the Town.

11. Change Orders. The Town or the Contractor may, at any time, propose a change to the SOW or to the Goods or Services outside the scope of the SOW provided that no changes to this Contract are valid unless made in writing and mutually agreed by the parties. Where a change is proposed, the party proposing the change shall submit a written change order request to the other party. If the change order request is accepted in writing by both parties, the additional or changed Goods or Services (as applicable) shall be supplied at the prices stipulated in the Contract or, where such prices are not listed, then at prices mutually agreed to in writing. For greater certainty, where no prices have been clearly agreed to in writing in connection with a change order, then the prices last agreed to in the Contract shall apply for purposes of calculating the cost of Goods or Services.

12. Working on Town Property; Clean-up; Storage of Contractor Materials. Contractor shall comply with all Town policies applicable to parties working on Town property; shall be responsible for any damage to Town property or equipment caused by Contractor personnel (including subcontractor personnel); and shall be responsible for cleanup of Contractor's worksite and the proper disposal of materials, including without limitation packaging or waste. Contractor shall in all cases obtain a pre-approval in writing from the duly appointed Town representative prior to storing any Contractor materials, including equipment or tools, on Town property. Storage of Contractor material on Town property is at the Contractor's sole and exclusive risk. The Town is not responsible for any damage to, or loss of, Contractor's material while stored on Town property. Failure by the Contractor to remove and dispose of any Contractor materials within five (5) days of a Town request for removal shall result in Contractor being deemed to abandon such materials. The Town shall thereafter have the right to remove and dispose of such materials without further notice to Contractor, and Contractor shall indemnify and hold harmless the Town for all costs associated with such removal and disposal.

13. Termination. The Town may, at any time upon written notice to Contractor, cancel, terminate, suspend performance of, or issue a hold on, (collectively "**Termination**") the Contract, in whole or in part, for any reason including (a) for cause or (b) for the Town's convenience, provided that a termination for convenience notice must be sent at least twelve (12) months in advance of the effective date of termination. If the Town cancels or terminates the Contract for convenience, all work completed by Contractor to the satisfaction of the Town, and all authorized work in progress as of the termination date will be paid for by the Town in accordance with the provisions of the Contract. The Contractor will not be entitled to payment for work completed or authorized work in progress if the Town suspends performance of or issues a hold on the Contract unless and until the Town cancels or terminates the Contract for the Town's convenience. Upon a termination or cancellation for convenience, any work-in-progress shall be paid on the basis of Contractor's costs incurred in the preparation of such work-in-progress to the date of termination, subject to Contractor providing reasonable evidence of such costs. The Town shall in no event be liable to pay a total amount exceeding the Contract value. The Town will have no further liability or obligation whatsoever to Contractor for any Termination. Any breach of the Contract by Contractor will entitle the Town to immediately cancel or terminate the Contract without liability to the Contractor whatsoever and without any prejudice to the other rights and remedies the Town may have. Without limiting the generality of the foregoing, in the event of a Termination for cause, the Town shall have the right to appoint a third party to complete the Services or supply the remaining Goods and Contractor shall be liable for the additional costs incurred by the Town in connection with such re-procurement and for the completion of work.

14. Governing Law and Competent Court. The construction, interpretation and performance of the Contract are governed by the applicable laws of the Province of Ontario and Canada, without regard to conflicts of laws principles. The parties expressly exclude application of the United Nations Convention on Contracts for the International Sale of Goods. Any and all disputes between the Town and Contractor that ensue from the Contract will be submitted to a competent court of the Province of Ontario, without prejudice to the Town's right to submit a dispute to the court that would be competent absent this clause.

15. Liability and Insurance. Each party agrees it is responsible to any third party for injury or losses that the third party may suffer to the extent such party to the Contract, or its employees, agents or subcontractors, caused them. Contractor is liable to the Town only for (a) all damages and costs (including legal fees) resulting from claims of intellectual property infringement; (b) all damages and costs (including legal fees) for personal injury, including death, caused by Contractor, its employees, agents or subcontractors (collectively "**Contractor and Assigns**") (c) all direct damages for loss of or physical harm to tangible property and real property caused by Contractor and Assigns; (d) all damages and costs (including legal fees) for breach of confidentiality and (e) any other direct damages caused by Contractor and Assigns in relation to the Contract, including re-procurement costs incurred by the Town, up to a maximum for this Section (e) of the greater of: (i) one million dollars (CDN\$1,000,000) or (ii) the highest limit of insurance coverage to be maintained by the Contractor as specified in the Contract. Contractor shall not be liable to the Town for special, indirect or consequential damages except in relation to (a), (b), and (d) above. Contractor shall defend the Town at Contractor's cost where the Town requests but shall not enter into any settlements admitting any Town liability without the Town's prior written consent. Contractor agrees to furnish, upon request by the Town, evidence of comprehensive general liability insurance with limits of ONE MILLION (CDN\$1,000,000) DOLLARS or, if applicable, the higher limits specified elsewhere in the Contract. All insurance policies must name the Town as an additional insured. IN NO EVENT SHALL THE TOWN BE LIABLE TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT COSTS, LOST PRODUCTION OR PROFITS, LOST OPPORTUNITY, EXPENSES OR DAMAGES INCLUDING WITHOUT LIMITATION LITIGATION COSTS ARISING FROM ANY CAUSE WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES. IN NO EVENT SHALL THE TOWN'S LIABILITY EXCEED (A) THE DOLLAR VALUE OF THE CONTRACT OR (B) WHERE NO DOLLAR VALUE MAY BE CALCULATED, THEN THE DOLLAR VALUE IS THE AMOUNT PAID (AND PAYABLE) BY THE TOWN TO THE CONTRACTOR IN THE TWELVE MONTHS PRECEDING THE DATE OF THE INCIDENT FIRST GIVING RISE TO THE CLAIM.

16. Intellectual Property. In exchange for the consideration provided to Contractor hereunder, the Town will: (i) have free title to and all ownership interest in the Goods or Services (which, for greater certainty, includes all deliverables) delivered; (ii) own all intellectual property rights in any documents, software or other information developed for the Town pursuant to this contract and delivered hereunder except for pre-existing software or pre-existing Contractor or third party proprietary materials contributed by the Contractor (together, such pre-existing software and materials are the "**Pre-Existing Materials**"). The Town is hereby granted a perpetual, paid-up, royalty free, irrevocable license to such Pre-Existing Materials to the fullest extent required by the Town to make use of the Goods and Services for the Town's internal purposes and for any additional purpose as may be expressly contemplated by this contract. Contractor agrees to execute any assignment, conveyance or any other assurance necessary to give effect to this Section and shall ensure that the Town has

supporting technical documentation and a license to all Pre-Existing Materials delivered by Contractor hereunder sufficient to allow the Town to have the intended use of the Goods and Services (including all deliverables).

17. Town Property, Confidentiality, Privacy and Publicity. All specifications, drawings, patterns, samples and other information furnished to Contractor by the Town in connection with the Contract will be used solely for the purpose of carrying out the work and for no other purpose; will remain the property of the Town; and be returned or destroyed at the Town's request at the expense of Contractor. This Contract and information issued, used or disclosed in connection with the work are confidential and may be classified as to the degree of precaution necessary for their safeguarding. Contractor shall at all times take all measures reasonably necessary, including those set out in any instructions issued by the Town, for the protection of same. Contractor shall not use the Town's name in any public statement or publicize the fact the parties are doing business, without the prior written consent of the Town. Contractor agrees that, unless otherwise agreed in writing by the Town, all personal and security sensitive information disclosed by the Town, or managed, accessed, collected, used, retained, created or disposed of in order to fulfill the requirements of the Contract will at all times be stored on segregated, stand-alone information systems in Canada.

18. Contractor Records and Audits. Contractor shall keep proper accounts and records of costs and expenditures in connection with the Contract including paid invoices for a period of seven (7) years following the expiration or termination of the Contract and shall make them available to the Town upon request, for audit and inspection at any time. Where such audit or inspection discloses an overpayment by the Town, the Town shall have a right to set-off the amount of such overpayment against future Contractor invoices issued pursuant to this or any other Contract and, to the extent that the Town's right of set-off is not exercised or not adequate to cover such overpayment, Contractor shall be responsible for repaying such overpayment.

19. Freedom of Information and Privacy Legislation. Proponents to be aware that all information distributed and collected with respect to the procurement process is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, RSO, 1990 or any other applicable information or privacy legislation. Notwithstanding any term to the contrary, the Town will comply with the legal disclosure requirements as to any information relating to this Contract.

20. Subcontracting. Contractor may subcontract portions of the work pursuant to this Contract provided that Contractor shall be liable for its subcontractors' compliance with the Contract. Where Contractor engages subconsultants to provide specialized services that Contractor, Contractor may only add a markup of not more than 5% of the cost of such subcontracted services to cover office administration costs when claiming reimbursement from the Town.

21. Notices. Each party shall deliver notices, requests, consents, claims, demands, waivers and other communications under this Contract in writing and addressed to the other party at the addresses set forth on the first page of this Contract (or to such other address that may be designated by the receiving party from time to time in accordance with this section). Each party shall deliver notices by personal delivery, regular mail, nationally recognized overnight courier (with all fees prepaid), facsimile or email. Notices shall be deemed received on the date of delivery by hand; seven (7) days following posting in regular mail; upon confirmed delivery by the courier service; and, if by fax or email, where the recipient party confirms by whatever means that it has received the notice.



22. **Miscellaneous.** Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this section. Contractor is an independent contractor and not an agent or employee of the Town. Contractor shall at all times comply with applicable laws. Nothing in this Contract grants Contractor the right to exclusively provide the Goods or Services. The Town shall at any time have the right to engage alternate or supplemental parties to perform the same or similar Services or provide the Goods at any time. Any delay by the Town in the exercise of any right or remedy provided herein shall in no event be deemed to be a waiver of such right or remedy. To be valid, any waiver by the Town must be made in writing expressly referencing the Contract. A valid waiver of any right or remedy herein will in no event be deemed to (i) constitute a waiver of such right or remedy arising in the future or (ii) operate as a waiver of any other right or remedy. If any provision of the Contract is held to be invalid or unenforceable by a judicial or regulatory authority, the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable. If no feasible interpretation would save the provision, it shall be severed, and the remainder shall not be affected and shall be enforced as nearly as possible according to its original terms and intent. The Town may assign its rights and obligations under the Contract without requiring any notice to or consent from Contractor. Contractor may not assign or transfer any right or obligations hereunder without the prior written consent of the Town. A copy or electronic version of this document will have the same force and effect as the original document. Les parties ont accepté que ce document soit rédigé en anglais. The parties have agreed that this document be prepared in the English language.

IN WITNESS WHEREOF, this Contract has been executed by the undersigned authorized representatives.

Town of Orangeville

Town of Tillsonburg

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

ATTACHMENTS:

Schedule "A" (Scope of Work) (the "SOW")

Schedule "B" (Basis of Payment)

Schedule "C" the Town RFP OF-2020-01, including (i) all Addenda (which, for greater certainty, shall supersede the contents of the RFP) and (ii) all documents incorporated by reference into the RFP;

Schedule "D" the Contractor's proposal dated March 5, 2020, submitted in response to the above-noted RFP.

Schedule "E" General Liability Insurance and WSIB certificates

Schedule "F" Town of Orangeville Health and Safety Policy



Schedule A – Scope of Work

INTRODUCTION

The Orangeville Fire Service is located in The Town of Orangeville which a community of approximately 29,000 people and is located at the northwest edge of the GTA, approximately one hour north of Toronto and in the heart of southwestern Ontario.

The Town of Orangeville is seeking proposals for agencies to provide full call taking and dispatching services to our municipality.

TERM OF AGREEMENT OF SERVICE

The successful Proponent will be required to enter into an Agreement (the “Contract”) with the Town of Orangeville for the provision of the Deliverables as stated in this RFP. It is Town of Orangeville’s intention to enter into the Form of Agreement based on that described in this document and in the form attached with only one (1) legal entity.

The contract is effective as of the Effective Date specified on the first page of the contract and will have a term of three (3) years. The parties may, upon mutual written agreement, renew the contract for up to two (2) separate and additional one (1) year periods.

CONTRACT RENEWAL – DISCUSSIONS TO COMMENCE BY MARCH 1, 2022

The negotiation of a renewal shall commence not later than March 1, 2022. The parties shall use reasonable efforts to reach mutual agreement on the renewal by not later than April 30, 2022. Where the parties have not mutually agreed on a renewal of the Contract April 30, 2022, and renewal discussions are ongoing, subject to a written agreement to the contrary, the Contract shall be deemed to be extended for the period of time beyond April 30, 2022 it takes the parties to reach a decision on the renewal, or non-renewal, as the case may be. For example, if a party notifies the other on May 31, 2022, that it has elected not to renew this Contract, then the Contract shall be deemed to expire 12 months as of the date of that notice, on May 30, 2023, regardless of the original Contract expiration date. This deemed extension is intended to provide each party at least 12 months prior notice of a termination or expiration of this Contract.

The work will commence immediately following the receipt of the fully executed contract from the Town. The Contractor is expected to begin to acquire, install, test, and commission all equipment on or around May 25, 2020 or other later date as mutually agreed, in order for fully operational Fire Dispatch Services to commence at the latest, on August 1, 2020 at 12:00:01 a.m., or at a mutually agreeable time.

All costs associated with set-up, testing and commissioning of equipment will be born solely by the Contractor and is included in the prices.

NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT

The Town of Orangeville makes no guarantee of the value or volume of work to be assigned to the successful bidder. The Agreement executed with the selected Proponent will not be an exclusive contract for the provision of the described Deliverables. The Town of Orangeville may contract with others for the same or similar Deliverables to those described in this RFP or may obtain the same or similar Deliverables internally.

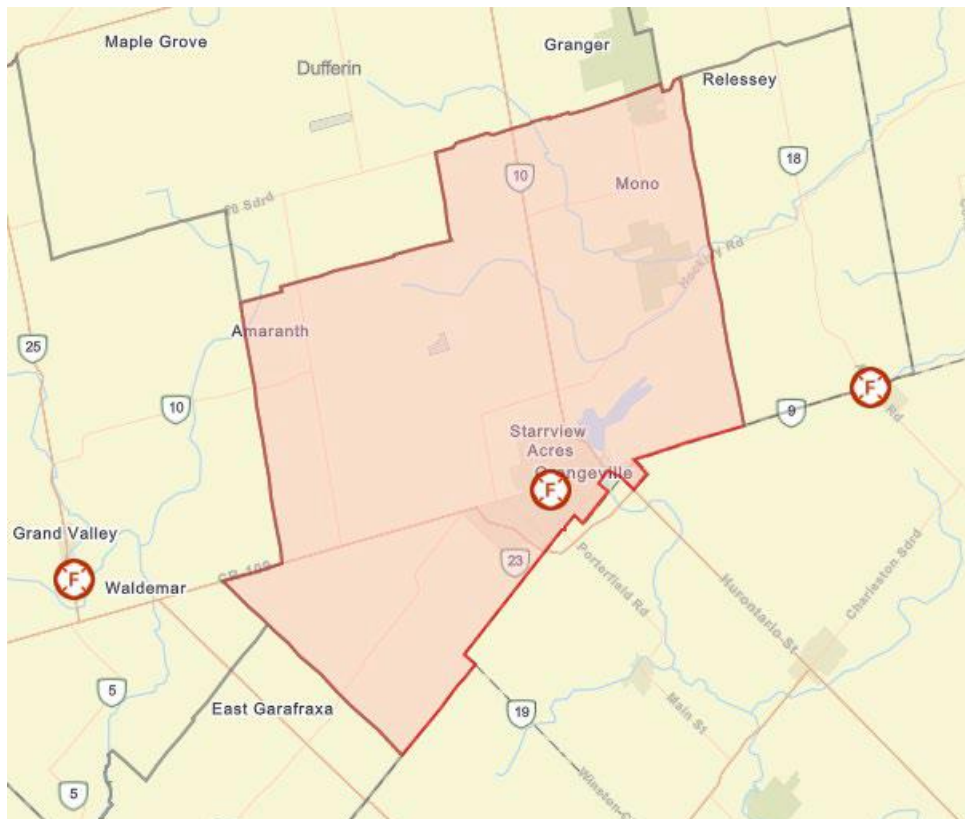
SUBCONTRACTED PROPONENTS

Any and all persons who are identified in a Proposal as sharing responsibility related to the fulfilment of the RFP requirements or the provision of the Deliverables, shall be considered Subcontractors for the purpose of the Agreement and, as such, the Successful Proponent assumes full responsibility and liability for the Subcontractors as set out in the Agreement attached to this RFP.

SERVICES SPECIFICATIONS

The primary objective for the Town of Orangeville in issuing this RFP is to receive proposals for primary fire dispatch / control services. Properly supplying this service will require an organization with sufficient staff, facilities, and electronic equipment to accommodate the demands and responsibilities of answering emergency calls, dispatching appropriate fire department resources and acting as control for the entirety of each incident.

The service is operated out of one station located at 10 Dawson Road, and has a suppression staff of 20 full time firefighters, and 28 volunteer firefighters. A total of six frontline fire apparatus and five senior staff SUV's are operated out of this station. In 2019, we responded to 1761 calls, of these calls 80% are covered by a single apparatus response by our full-time suppression staff, and the remaining 20% would be toned out to our volunteers. Our service provides suppression and prevention services under a Municipal Contract to portions of Town of Mono, Township of East Garafraxa and Township of Amaranth. Orangeville is situated within Dufferin County, and is mutual aid partners with Shelburne, Grand Valley, Rosemont and Mulmur-Melancthon Fire Departments. Other mutual aid partners outside of Orangeville include the Town of Caledon and Town of Erin.





Current Radio & Reporting Infrastructure:

The Orangeville Fire Service currently uses a Motorola P25 Digital Communication System consisting of 39 portable radios and 14 mobile radios for in truck and in station communications. It is anticipated in the year 2020/2021, that the current mobile and portable radios will be upgraded, as the current systems will have reached end of life.

Our current paging system consists of Motorola Minitor VI pagers which operate on an analogue frequency. Orangeville Fire has the capability of paging from our station as an emergency backup. Communication Towers are currently positioned at the Orangeville Fire Station and at the water tower located in the western area of town.

Orangeville Fire maintains an alternate phone number provided to external alarm monitoring agencies, and may be utilized in non-emergency situations.

Our current 911 Central Emergency Reporting Bureau is Northern 911.

Our current reporting records management system software is managed through FP2 (FirePro). The successful Proponent shall commence, managing and operating a professional and efficient fire dispatch/ communications service at the latest, on July, 15, 2020 at 12:00:01 a.m., or at a mutually agreeable time. Prior to this date, the successful service provider shall acquire, install, test, and commission all equipment required to fully operate an approved fire dispatch service and shall employ and train sufficient staff to provide this service on a 24 hours per day basis, for the duration of the contract.

The successful communications centre Proponent shall be responsible to take all necessary steps to ensure compatibility with Orangeville Fire's radio equipment and frequencies. All costs associated with integrating radio systems, testing and commissioning of radio equipment shall be born exclusively by the successful Proponent.

Services to be provided by the dispatch/control centre shall include, but not be limited to:

- a. communications between the public and the communications centre
- b. communications between the communications centre and Orangeville Fire personnel
- c. communications between the Orangeville Fire and outside agencies
- d. support to Orangeville Fire personnel at emergency and non-emergency incidents as requested and required
- e. creation and maintenance of a general email address for non-emergency communications between Orangeville Fire staff and dispatch

All telecommunicators shall be trained in general fire service operations and shall have access to information regarding the following:

- a. locations of streets, roads and highways
- b. locations of high life hazard structures
- c. locations of congested or hazardous areas



All telecommunicators shall meet the job performance requirements for Public Safety Telecommunicator II, as defined by the National Fire Protection Association (NFPA) 1061, and have knowledge of all communications equipment and systems.

The certified agency shall provide sufficient staffing, facilities and telecommunications equipment to meet the demands and responsibilities of answering, call taking and dispatching emergency calls.

- i. Respond to 911 calls and non-emergency calls with respect to Orangeville Fire Service coverage area.
- ii. Alert the Orangeville Fire Service full time crew of emergency calls as well as paging out of the volunteer staff when required.
- iii. Communicate with the Orangeville Fire Service under both emergency and non-emergency conditions. a. During a significant event please describe your process in insuring that Orangeville Fire has a dedicated communicator throughout the event to ensure the health and safety of firefighters.
- iv. Communicate with the Orangeville Fire Service at the request of mutual aid from other area fire services.
- v. Communicate with other agencies or mutual aid partners during an emergency as requested by Orangeville Fire Service Incident Commander.
- vi. Provide information, data and other resources during emergencies.
- vii. Maintain and report on all dispatched calls according to Ontario regulations.
- viii. Maintain and update GIS, mapping and road infrastructure into CAD system.
- ix. The provider shall supply voice-logging services of all telephone and radio transmissions.
- x. The dispatch software supports file-based incident data transfer, or records management system access to our administration.
- xi. The agency must adhere to proper fire communication terminology and recognized benchmarks utilized in standard communications and May Day situations.
- xii. Describe your process in conducting daily pager tests, and weekly radio tests.

The responsibilities mentioned will be subject to a management meeting between the communications centre and Orangeville Fire Service management to establish the SOG's/SOP's for response and communication protocols.

Compliance to NFPA Standards:

- a. Provide documentation identifying how your proposal is compliant with, NFPA 1061: Standard for Professional Qualifications for Public Safety Telecommunicators and compliant with NFPA 1221: Installation, Maintenance and use of Emergency Services Communications Systems.

- b. Proponents who are unable to provide documentation proving complete compliance with the NFPA standards referenced above should identify in their proposal the extent to which they are currently compliant, and what strategies and programs have been established or will be established to achieve compliance; include timelines and target dates with your proposal.

Methodology, Work Plan, Schedule and Equipment

- a. Describe your methodology of call intake to dispatch or emergency apparatus and crews.
- b. Provide detailed information regarding the existing dispatching equipment utilized by the telecommunicators, describing the extent of computer aided dispatching (CAD) equipment and current capabilities. Explain your preparedness for technical advancements or plans of providing future government requirements concerning 911/emergency communications.
- c. Provide details of the alternative communications facility, and how this facility, when staffed, can perform the emergency functions of the primary communications centre. This facility shall be separated geographically from the primary communications centre. Confirm that a comprehensive emergency management plan has been created and implemented.
- a. Describe the record keeping procedures for both voice and data records. Describe how the system(s) work, how copies are obtained (include time frame for supply), what media format(s) is available, record retention policy(ies) are in place, and what equipment or systems are recorded. Data or recordings relevant to an investigation must be maintained until the conclusion of the investigation regardless of existing record retention policies. Incident logs and recordings are to be maintained for a minimum period of seven (7) years from date of incident.
- b. The Orangeville Fire will provide the successful Proponent with data regarding apparatus running orders. Describe how this information is to be stored, and how the telecommunicators can access this data.

Describe how communications will be transmitted between the communications centre and Orangeville Fire's pagers/portable radios/mobile radios including texting and email capabilities.

- g. Describe the process in which radio repair technicians are authorized to work within the communications facility.
- h. Include a training proposal for telecommunicators.
- i. Provide a quality assurance program to ensure the consistency and effectiveness of alarm processing. As part of the quality assurance program, include a policy that provides for the appropriate transfer of information when a telecommunicator is relieved.
- j. Describe the process that takes place when a new directive is introduced by Orangeville Fire for the telecommunicators. Include steps that will be taken by the Proponent to ensure that new directives are fully and completely implemented.
- k. Provide details of how the Proponent will work with Orangeville Fire to create/ implement the communications centre's SOG's & SOP's.
- l. Identify how the Proponent will staff the communications centre at an appropriate level to handle day to day operations, and the anticipated emergency and non-emergency call volume.
- Examples are burn complaints, alarm company testing, and non-emergency inquiries
- m. Identify the planned process for switching Orangeville Fire dispatching services from existing service provider, as set out in Section 3.5.1 of this RFP.



n. Include timelines for implementing RFP requirements and establishing a communications centre capable of dispatching for the Orangeville Fire on July 15, 2020 at 12:00:01 a.m.

ADDITIONAL GOODS OR SERVICES

The Town may, from time to time, engage the Contractor to supply additional goods or services during the term of the Contract. Additional goods or services shall be as described in an amendment to the Contract, a change order or a purchase order and shall be billed at prices that do not exceed the prices in the Contract.

SERVICE LEVEL AGREEMENT

Service quality and timeliness are of important to the Town in the conduct of the Services.

- a) Responsiveness - All communications from the Town must be acknowledged by Contractor personnel within 1 business day of Contractor's receipt.
- b) Timelines to be Consistently Met – All committed timelines must be consistently met. The Contractor must notify the Town as soon as it discovers it will not meet a committed timeline.
- c) Quality of Work – All final deliverables should be free of typographical errors and arrived signed and on time to the Town's representative.

Should there be a repeated failure to meet the service levels set out herein, the Town will issue a formal warning notice to Contractor describing the incidents giving rise to the warning notice. If the Contractor fails to rectify the poor service levels following receipt of the warning notice to the Town's satisfaction, the Town may exercise its rights of termination pursuant to the Contract.

ANNUAL BUSINESS REVIEW MEETINGS

Executive level representatives shall meet in person at least annually and at such other times as reasonably requested by the Town, to review matters pertaining to the Contract and discuss Contract performance and other matters relating to the working relationship. At least two (2) weeks before the scheduled date for each executive management meeting, the Contractor will, in consultation with the Town Contract Representative, prepare and send an agenda which will set out the issues to be covered at such meeting. Meetings may be held in person, by phone or by any other mutually acceptable electronic means that allow the Parties to effectively communicate.

TOWN CONTRACT REPRESENTATIVE

The Town's representative for all matters concerning this Contract and the services shall be:

Ronald Morden, Fire Chief
Orangeville Fire,
Community Services Department
519-941-3083 Ext. 6525
rmorden@orangeville.ca

TOWN'S CONTRACTOR HEALTH AND SAFETY AGREEMENT

The Contractor must receive, review and sign the Town's contractor's health and safety agreement ("Contractor's Health and Safety Agreement") as contractors must submit a completed Contractor's Health and Safety Agreement and checklist prior to commencing the Services.

Once executed, the Health and Safety Agreement shall be deemed to be incorporated as a schedule to the Contract.

INSURANCE REQUIREMENTS

Contractor must demonstrate and provide evidence of the following insurance:

- a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, \$5,000,000 General Aggregate, \$5,000,000 Products and Completed Operations Aggregate, and \$1,000,000 Personal & Advertising Injury.
- b) Umbrella/Excess Liability Insurance providing additional limits of \$5,000,000 per occurrence and \$5,000,000 in the aggregate over the Employers Liability, Automobile Liability and Commercial General Liability policies required herein.
- c) Employers' Liability Insurance with limits of \$1,000,000 per Accident/\$1,000,000 per Disease/\$1,000,000 Disease Policy Limit. Where permitted by law, such insurance shall contain waivers of the insurer's right of subrogation against the Town, its officers and employees.
- d) Errors and Omissions Insurance/Professional Liability Insurance covering negligent acts, errors or omissions arising out of the rendering of or failure to render professional and other advisory services as contracted under this Agreement, whether committed or alleged to have been committed by Contractor or by its employees, suppliers or others for whom the Contractor is legally responsible with minimum limits of \$1,000,000 each claim, \$3,000,000 aggregate. To the extent that Contractor contracts with representatives or agents that provide professional services under this Agreement, this requirement may be fulfilled by Contractor's requirement of those agents or representatives to meet this same criterion, and by provision of evidence of representative or agent insurance coverage to the Town upon request.

Certificate of Insurance: Contractor shall furnish certificates of insurance acceptable to the Town prior to execution of the contract and in any event prior to the earlier of the purchase of any Good or the commencement of any Services, and thereafter, not less than ten (10) days prior to any expiration or renewal date. All insurance policies will be written by a company authorized to do business in Ontario and with an A.M. Best Rating of A-: VII or better. In no event will the coverage or limits of any insurance maintained by Contractor under this section or the lack or unavailability of any other insurance, limit or diminish in any way Contractor's obligations or liability to the Town under this Agreement. Any acceptance of insurance certificates by the Town shall not limit or relieve Contractor of the duties and responsibilities assumed by it under this Agreement.

Additional Insureds: The Commercial General Liability Insurance maintained by Contractor pursuant to this Agreement shall be endorsed to name the Town, its officers and employees as additional insureds. It is agreed that the insurance afforded such additional insureds shall apply as primary insurance and that any other insurance carried by the Town shall be excess only and shall not contribute with this insurance.

Workplace Safety and Insurance Board

To the extent that the Workplace Safety and Insurance Act S.O. 1997 c. 16 Schedule A, as amended, applies to the Deliverables and whether a Contract refers to manufactured items or to work, the Proponent warrants and agrees that it has complied and will comply with applicable workplace safety and insurance laws and regulations. The Proponent shall provide the Town contact with a copy of a Certificate of Clearance indicating the Proponent's good standing with the Workplace Safety and



Insurance Board immediately prior to the Town signing the Contract and at any other time when requested by the Town.

Schedule B – Basis of Payment

Fee Schedule – Installation and Initial Term

	Installation ⁽¹⁾	Year 1 ⁽²⁾⁽³⁾	Year 2 ⁽³⁾	Year 3 ⁽³⁾
Price	38,420	67,000	67,000	67,000

- (1) The installation fee may only be invoiced upon Contractor’s receipt of the Town’s written acceptance of the service installation.
- (2) Year 1 annual fee will be prorated based on the number of days left following the Town’s acceptance of the service.
- (3) Amounts shall be paid in equal monthly instalments, in arrears, and may start being invoiced following the acceptance of the installation, starting on the commencement of the first calendar month following acceptance. (Amounts for the first and last months may be prorated as appropriate to reflect partial months.)
- (4) All amounts shown are exclusive of applicable taxes.

Payment Terms and Conditions

1. The prices shall be fixed for the initial 3-year term of the contract. Thereafter, the yearly costs / pricing will remain the same, but in each year, will be subject to an annual price adjustment based on the changes to the CPI (All Items) for Canada, as published by Statistic Canada, in the immediately preceding 12-month period.
2. Except as expressly stated, the prices are firm, all-inclusive rates including all labour, materials, photocopies, telephone charges, overhead, profit, taxes and all other costs associated with providing all the work, goods and materials, and carrying out the activities outlined in the Scope of Work and the Contract.
3. Invoicing for Additional Goods or Services.
 - 3.2 Contractor may only invoice for additional goods or services that are approved by the Town pursuant to a written Town purchase order, contract amendment or a Town-approved change order. Invoicing for additional goods or services shall be based on the prices specified in the Contract. Invoices for additional goods or services shall be issued monthly for services performed in the prior month and must detail, at minimum, the name of the person, description of services, date on which a task was performed, description of the task and time spent performing the task of the particular date. Invoices for goods may be issued following inspection and the Town’s acceptance of the goods.
 - 3.3 The Contractor represents and warrants and shall represent and warrant at all times during the term of the Contract, that the hourly rates or unit prices charged for any additional goods or services ordered shall be not higher than the rates charged to Contractor’s other public-sector customers for similar services. The Town reserves the right to audit Contractor’s relevant records to verify compliance with this requirement at any time during the term of the Contract.



Should the Town determine, as a result of such audit, that prices charged are higher than the prices otherwise charged to other customers, the prices listed in the Contract shall be lowered accordingly and the Town shall be entitled to receive, at its option, a refund on overcharged amounts or a credit for the overcharged amounts that will be applied to the next applicable invoice.



Schedule “A”

Company Profile and Experience

Tillsonburg Fire and Rescue Services started with the dispatching of the local police and fire service more than sixty years ago. The Communications centre moved to the Fire Station in 2008, and commenced with dispatching additional Fire Departments. Currently, the Town of Tillsonburg provides fire communications service for seventeen (17) Fire Departments which includes twenty nine (29) Fire Stations. In total, our fire communicators provide fire communications services for a combined population of over 225,356.

We currently staff ten (10) Fire Communicators who are all IFSAC certified Public Safety Telecommunicators Level I and II (NFPA 1061 Standard 2014 Edition). This includes a FireComm Manager in Fire Communications Monday to Friday from 08:00 hours (8am) and to 17:00 hours (5 pm), in addition to an on duty Communicator. If we obtained this contract we would be hiring additional Fire Communicators to accommodate two (2) Communicators on duty twenty four seven (24/7) which would also include the manager Monday to Friday.

Relevant Experience	
Customer Name:	The Township of Elgin County
Term(#years):	Agreement with Elgin County which commenced in 2008
Description of Work	7 Municipalities with a total of 16 Stations
Population:	50,069
Average Incidents:	Average of 1800 Incidents per year
Incident Breakdown 2019:	Rescue – 356, Suppression – 493, Medical - 913
Relevant Experience	
Customer Name:	The Town of Ingersoll
Term(#years):	Agreement with Elgin County which commenced in 2013
Description of Work:	1 Station
Population:	12,587
Average Incidents:	225
Incident Breakdown 2019:	Rescue – 13, Suppression- 159, Medical - 26
Relevant Experience	
Reference Name:	The Municipality of Kincardine
Term(#years):	Agreement with Kincardine which commenced in 2014
Description of Work:	2 Stations
Population:	11,174
Average Incidents:	250
Incident Breakdown 2019:	Rescue – 45, Suppression- 148, Medical - 32

Fire Comm 2019 Total Incident Volume	
Fire Station:	29 Stations
2019 –	3168 Incidents Dispatched
Population:	225,356
Incident Breakdown 2019:	Rescue – 531, Suppression – 1,097 , Medical – 1,540



In 2019, Tillsonburg Fire Communications processed 22,930 calls, of which 3,477 were emergency incidents.

In 2019, percent (98%) of emergency alarms were answered in (15) seconds or less, and percent (2%) of emergency alarms were answered in (40) seconds or less.

In 2019, percent (94%) of emergency alarm processing was completed in (60) seconds or less, and percent (99%) of emergency alarm processing was completed in (90) seconds or less.

In 2018, Tillsonburg Fire Communications processed 18,406 calls, of which 3,232 were emergency incidents.

In 2018, percent (99%) of emergency alarms were answered in (15) seconds or less, and percent (1%) of emergency alarms were answered in (40) seconds or less.

In 2018, percent (98%) of emergency alarm processing was completed in (60) seconds or less, and percent (96%) of emergency alarm processing was completed in (90) seconds or less.

In 2017, Tillsonburg Fire Communications processed 15,878 calls, of which 2,753 were emergency incidents.

In 2017, percent (99%) of emergency alarms were answered in (15) seconds or less, and percent (1%) of emergency alarms were answered in (40) seconds or less.

In 2017, percent (95%) of emergency alarm processing was completed in (60) seconds or less, and percent (95%) of emergency alarm processing was completed in (90) seconds or less.

Scope of Service

Should it be required, Tillsonburg Fire Communications will be responsible for all federal communications licensing application(s) and will work with Industry Canada to modify existing licensing. As the licences currently exist, no Industry Canada issues are anticipated.

Tillsonburg Fire Communications will supply, install, test and commission all vendor components required for the receipt of The Corporation of the Town of Orangeville communications at the Tillsonburg Fire Communications centre. This testing will be conducted periodically between the agreement sign date and April 15, 2020. The service provider currently has all of the equipment required to operate an approved Fire Dispatch Service, including a fully functional Computer Aided Dispatch (CAD) operated by professionally trained staff members. Tillsonburg Fire Communications will work with The Corporation of the Town of Orangeville to develop call type specific run sheets to meet their needs. The mapping areas and the call run-sheets will be tested and commissioned prior to commencing dispatching duties.

The proposed connectivity from Tillsonburg Fire Communications to The Corporation of the Town of Orangeville will be through the local radio system transmitting over the Simulcast system. For redundancy in case of any radio failures at the main dispatch centre, we will have a full back up located at the back up location at 10 Lisgar Avenue.

The Tillsonburg Fire Communications Alternate dispatch location will use the redundant AVTEC IP Console.

The Service Provider anticipates that once we receive the GIS mapping data the Town of Orangeville, we will be easily able to continually update the GIS mapping. The Service Provider and the Agent take no responsibility with respect to the quality of the data received.

It is a core value of Tillsonburg Fire Communications to provide a work environment that fosters and encourages continuing education and professional development for the Fire Service Communicators. It is the Service Provider's written policy that fire communicators answer radio and telephone calls within 15 seconds 95% of the time and 99% of the calls to be answered within 40 seconds. In 2019, Tillsonburg Fire Communications' average "hook" time was seven (7) seconds. The average dispatch time in 2019 was forty three (43) seconds. These time requirements are outlined within our *SOG 1106, Maximum Time Parameters and Reporting*. This policy establishes the necessity to be alert for incoming calls throughout the work shift. Reference can also be made to *SOG 1107, Emergency Call Taking* and *SOG 1108, Radio Procedures and Dispatching*.

The service provider agrees to supply to the customer a *Quality Assurance Programs* outlined in *SOG 1105*. This guideline ensures smooth, professional service that meets guidelines, standards and best practices. The program outlines the review of data and the ability of customers to promote issues, which require resolution or clarification in order to foster continual quality improvement of our service.

The service provider agrees to provide to the customer a seamless transmission of information once the information is received from the Primary Public Safety Answering Point (PPSAP) until the time an emergency is terminated by the incident commander according to the time targets specified within NFPA 1221. The radio communications systems, telecommunications systems, CAD systems, redundancies and back-up capabilities currently in use at Tillsonburg Fire Communications centre and the alternate communications site meet the requirements of *NFPA 1221: Installation, Maintenance and Use of Emergency Services Communications Systems*.

Prior to commencing dispatching duties, Tillsonburg Fire Communications will make arrangements with the 9-1-1 Service Provider (Bell Canada) to deliver 9-1-1 calls for fire service (voice and data) to the PSAP (Public Safety Answer Point) Tillsonburg Fire on the mutually agreed upon date. Tillsonburg Fire Communications will arrange 9-1-1 test calls post cut over to ensure the successful delivery of both voice and data to all Tillsonburg Fire Communication systems. It should be noted; that a change of PSAP falls under the CRTC Canadian industry recommended activity minimum notification timelines whereby the 9-1-1 Service Provider (Bell Canada) must provide at least 45 days' notice to all telephone service companies that are providing service within the particular municipal area. For this reason, the effective date of change must be Mon-Fri during normal business hours (8am - 5pm) and excluding statutory holidays.

Tillsonburg Fire Communications is currently working with Bell Canada on the implementation of all NG911 requirements before the June 2028 change over. This process will be on going, and will be shared with all Communication customers transparently as this process moves along.

The communications system is maintained by contract with BearCom Communications. A 24/7 service agreement with this company gives priority to our system. At any point in time if there are systems issues, a Standard Operating Guideline is to be followed by the Fire Communicator. All SOG's relating to the provision of services to The Corporation of the Town of Orangeville will be provided to The Corporation of the Town of Orangeville for review and comment prior to implementation of service delivery. All parties affected by system maintenance and/or upgrades shall have prior notification when possible. Any changes that will affect service delivery shall be brought forward to a scheduled meeting with the Customer. Tillsonburg Fire Communications has utilized the services of BearCom formerly known as



Spectrum Communications for twenty (20) years and it has been our experience that radio system issues are dealt with in an efficient and professional manner.

The Service Provider operates two primary public safety communications consoles. The communications pod is contained within a secure area of the building. The building is equipped with automatic transfer emergency generator. These two consoles are identical and are both capable of handling numerous calls simultaneously. The Service Provider operates a third fire communications console at a remote location within our municipal Customer Service Centre (CSC), 10 Lisgar Ave, within the Town of Tillsonburg. In addition to these live consoles we can utilize the training console in our training room adjacent to FireComm in the case of an emergency situation that would need an additional live CAD.

Tillsonburg Fire Communications has just replaced all their consoles with a new, Ip based digital mission critical console and digital telephone/radio voice recorder system in 2018.

Throughout an event, all information is logged on the CAD system by the communicator and all telecommunications are captured on a digital voice recorder. At the completion of the event, detailed incident report information is electronically transmitted to the customer either directly from the CAD system to the Ingenious Records Management System server (FirePro2) or via Portable Document Format (PDF) for customers who do not utilize an electronic records management system. Tillsonburg Fire Communications also has the ability to export incident reports to alternate records management systems (Firehouse records management system, for example). All CAD data records are also stored within the central dispatch server. This server has regular updates. All dispatching information contained within the CAD system, including mapping, run sheets, etc., is maintained in hard copy as an instantaneous backup should a catastrophic failure of the CAD system occur.

All voice recordings are stored on the digital recorder hard drive and backed up on non-interruptible, non-erasable disks as required. All voice communications received on licensed radios channels and dedicated phone lines are recorded digitally. The voice recordings for events can be made available in a set format and distributed electronically or on non-erasable media. The availability and dispersing of voice recordings are managed according to our current policy as to whom and when they can be requested. Each main console is connected to the digital recording device and captures all radio communications. This device has an interface that allows the communicator to play back recordings from any point and from any line-in to capture any missed information.

Tillsonburg Fire Communications currently enters Burn Permit information into the CAD system for specific sites (addresses) as provided by our Customers. Once entered into the CAD system, the permit location is readily displayed for the Fire Communicator on the CAD system in two formats. Permit locations are listed by address in a table as well as identified on the CAD system map as an icon. Once "activated" by the Fire Communicator after the permit holder calls into the Communications Centre on a dedicated Burn Permit telephone line, the CAD system then displays the active permit in an active permit table as well as identified on the CAD system map as a separate and distinct icon. Tillsonburg Fire Communications maintains a toll-free telephone number for the burn permit activation phone calls and provides this service to all customers at no additional cost.

Other property specific information such as hazardous materials & dangerous goods, alarm testing, and any other site specific information provided by the Customer can be entered. When an incident is dispatched, the CAD system automatically alerts the Fire Communicator of near-

by geographical markers. These special nuances are then, by policy, relayed to the responding units and firefighters. In addition, non-property specific data such as road closures, bridge closures, etc. can also be entered into the CAD system to alert responding personnel of potential obstructions and hazards.

During the contract, any new directives brought forward by The Corporation of the Town of Orangeville will be reviewed and comments provided. It is the preference of Tillsonburg Fire Communications for the Agent to meet with the Customer's representative prior to the implementation of a new directive and to discuss the directive and especially the intended outcome. Tillsonburg Fire Communications will ensure that all staff members are appropriately trained on any new directives prior to implementation. Implementation will commence on a mutually agreed upon date, with notification of all parties. Sufficient time will be required to ensure all of the Tillsonburg Fire Communications staff is instructed and trained on the new directive. Appropriate documentation of implementation of new directives will be developed on an as needed basis to ensure compliance. Upon the implementation of a new directive, the customer is encouraged to utilize the Communications Feedback form and procedure to ensure that the new directive is being implemented as intended.

All customers are provided a full communications service, including radio and telephone support from the initiation of the event through to the termination of the incident and the return of apparatus to station. Additionally, Tillsonburg Fire Communications processes and enters into the CAD system approximately 2,500 burn permits annually. These permits result in approximately 6,000 – 8,000 activations via telephone annually.

The Service Provider operates an alternative fire communications facility at a remote location within our municipal Customer Service Centre (CSC), 10 Lisgar Ave, within the Town of Tillsonburg. This centre performs as a totally independent back-up communications service for all contracts currently serviced. The Corporation of the Town of Orangeville can be readily integrated into the systems at the alternative fire communications facility. When implemented, the alternative fire communications facility provides a back-up paging and communications system suitable for dispatching and ongoing communications with the Customer. As is the case with our primary consoles, the backup communications systems are protected in a building equipped with a generator for automatic transfer emergency power. In the event that our alternative site has to be activated a series of events must take place to ensure that there are no emergency calls missed. The PPSAP Contingency Plan developed in conjunction with Bell, is activated. This plan enables all 911 calls to be routed to the alternative communications site. CSC staff initiates paging tests each week and the staff are exercised from time to time in order to support our comprehensive communications program. In the event of a catastrophic failure of the main consoles or in the event of a building evacuation, *SOG 1111, Staffing of Back up Console* gives guidance for the process of staffing and operating the back-up console. In addition to the PSAP Contingency Plan, a comprehensive Emergency Management Plan is in place and has been reviewed and was updated in March, 2016. All Tillsonburg Fire Communications staff members have been trained in the implementation of the Fire Communications Emergency Management Plan.

It is understood and anticipated by the Town of Tillsonburg that an indemnification clause will form a part of the final agreement and contract with the The Corporation of the Town of Orangeville.

Tillsonburg Fire Communications understands and is capable of providing the services expected of The Corporation of the Town of Orangeville, including, but not limited to:

1. Communications between the public and the Communications Centre,
2. Communications between the Communications Centre and The Corporation of the Town of Orangeville personnel at any time during and following emergency incidents,
3. Communications between the fire services of The Corporation of the Town of Orangeville and outside agencies,
4. Support the fire services of The Corporation of the Town of Orangeville personnel at emergency and non-emergency incidents as requested and required, and
5. The provision and retention of records of communications between all parties.

The Tillsonburg Fire Communications staff members are trained to National Fire Protection Association (NFPA) 1061 Standard for Professional Qualifications for Public Safety Telecommunicators. **All Tillsonburg Fire Communications staff are IFSAC certified PUBLIC SAFETY TELECOMMUNICATOR LEVEL II (NFPA 1061 Standard 2014 Edition)**. The Service Provider retains written training records of all communications staff.

Additionally, all Tillsonburg Fire Communications staff members are fully trained in general fire service operations. Currently all full-time communications staff members have completed the former Legislation 101 as well as Introduction to Incident Management System (IMS) course from the Ontario Fire College. Three part time staff members have also completed both above referenced courses.

All new staff members are put through a 200+ hour training program to familiarize them with not only the communications equipment and layout, but also customer specific information and processes as outlined in *SOG 1113, Training Program*. All data regarding locations of streets, roads and highways is available through the CAD system and paper based mapping. When supplied by the customer, street aliases and previous road names are also available to the Fire Communicators to assist with incident location and mapping. Data regarding high life hazard structures, congested or hazardous areas supplied by the customer is inputted into the CAD system and relayed to responding units. Additional staff training is implemented to ensure that Fire Communicators are familiar with new Customers and to review policies and procedures regarding and specific to the new customer.

The Service Provider retains written training records of all communications staff. It is as core value of Tillsonburg Fire Communications to provide a work environment that fosters and encourages continuing education and professional development for the Fire Service Communicators.

All fire communicators utilize a concise, standards-based Fire Communications Standard Operating Guideline (SOG) manual, which outlines written procedures to serve our existing client base. The Fire Communications Standard Operating Guideline manual describes in general term the policies and procedures each Fire Communicator is to utilize in the implementation of their duties. Customer specific requirements are captured within the CAD system to ensure that the operation specifics of each fire service are strictly observed and implemented. Any of The Corporation of the Town of Orangeville specific Standard Operating Guidelines can be created and implemented within the CAD system. Tillsonburg Fire Communications will submit all customer specific SOP/SOG documents to The Corporation of the Town of Orangeville Fire Chief for approval. Current Tillsonburg Fire Communication's SOG documents will be provided to The Corporation of the Town of Orangeville for review upon award of contract.

Specifically:

1. The dispatch of apparatus, stations, specialty teams, etc., including scripts for Fire Communicators, will be captured within the run card information provided by The Corporation of the Town of Orangeville.
2. The dispatch of second and greater alarms, including scripts for Fire Communicators, will be captured within the run card information provided by The Corporation of the Town of Orangeville. Any resource specified by the Customer, such as automatic/mutual aid, can be automatically dispatched by call type or by location.
3. The dispatch and prioritization of non-emergency calls for service will be captured within the run card information provided by The Corporation of the Town of Orangeville. Units and resources will be dispatched to non-emergency calls based on the priority and method prescribed by the Customer.
4. The placement of apparatus in and out of service will be as per the desired Policies and Procedures of The Corporation of the Town of Orangeville.
5. The performance of pager/monitor checks will be accommodated within Tillsonburg Fire Communications' existing pager test schedule. Record keeping requirements shall be as per the requirements of The Corporation of the Town of Orangeville. Scripts for pager/monitor checks will be as approved by The Corporation of the Town of Orangeville.
6. The records of the emergency response units responding to alarms shall be recorded within the CAD system and will be included in the incident report at the conclusion of the incident. Benchmarks provided by the Incident Commander are recorded in the CAD system and are part of the incident record that is transmitted electronically and in PDF format to the Customer. Time benchmarks, police and EMS run/incident numbers are obtained from the appropriate agency and included in the CAD report. Information necessary for completion of the Ontario Fire Marshal's Standard Incident Report (SIR) such as the distance between the fire station and the incident location are also included in the CAD incident report.
7. Emergency message communications, including "may-day" transmissions will be conducted as per the requirements of The Corporation of the Town of Orangeville. New, customer specific, Standard Operating Guidelines will be created should existing Tillsonburg Fire Communications "Emergency Message" SOG(s) not suffice to the customer's needs.
8. Where and when implemented, Tillsonburg Fire Communications will adhere to the requirements of The Corporation of the Town of Orangeville in the event of an emergency distress transmission be initiated from a portable radio. New, customer specific, Standard Operating Guidelines will be created should existing Tillsonburg Fire Communications SOG(s) not suffice to the customer's needs.
9. If desired, the assignment of TACTICAL radio channel(s) for on scene radio communications shall be assigned as per the SOG by The Corporation of the Town of Orangeville.
10. Tillsonburg Fire Communications will develop new, customer specific, Standard Operating Guidelines for area of The Corporation of the Town of Orangeville to govern

time allowances for the “home” station to respond before subsequent action is taken. Tillsonburg Fire Communications will also accommodate the unique nuances of the specific subsequent action that is to take place for each individual municipality. The CAD system utilized by Tillsonburg Fire Communications includes a timer function that currently staff are trained to set after the initial dispatch. The actions to be taken if there has not been acknowledgement by units can be adapted to each customer’s specific needs.

11. Tillsonburg Fire Communications uses a standard report format that is generated automatically from FirePro2 records management software utilizing our Client Database. A Portable Document Format (PDF) file is also sent electronically as specified by the customer. The standard report format is used to allow our customers to complete the Standard Incident Reports for the Office of the Fire Marshal, and as such, contain all of the required information, including a response distance calculation. It is the established policy of Tillsonburg Fire Communications to have incident reports generated and sent to the client within four (4) hours of the conclusion of each incident.
12. Tillsonburg Fire Communications will develop a monthly statistical reporting process using Microsoft excel which will include but is not limited to;
 - ✓ Monthly statistics listing the total number of incidents for the department; the total number of incidents per station; the total number of apparatus dispatches; total number of incidents per apparatus; totals of each incident type for the department; totals for each incident type for each station; and staffing per apparatus per dispatch/incident.
 - ✓ Monthly statistics listing the dispatch time; acknowledgement time; enroute time; travel time; arrival time; duration of time on scene; and in-service time for all incidents.
 - ✓ Monthly statistics listing the average times for dispatch to acknowledgement; dispatch to enroute; acknowledgement to enroute; travel time; dispatch to arrival time; acknowledgement to arrival time; duration of time on scene; dispatch to in-service time; and acknowledgement to in-service time for all incidents per apparatus, per station, and the entire department.
 - ✓ Monthly statistics verifying Time to Answer and Event processing are meeting the requirements as established in NFPA 1221.
 - ✓ Monthly statistics verifying compliance with NFPA 1720 for Deployment to Structure Fires for Suburban Areas – Stations 2, 3, 4, and 6.
 - ✓ Monthly statistics verifying compliance with NFPA 1720 for Deployment to Structure Fires for Rural Areas – Station 5.

Tillsonburg Fire Communications is also constantly striving to improve the level of service for our customers. Any identified enhancements to dispatch procedures, once approved by both the Customer and Tillsonburg Fire Communications Management, will be implemented immediately upon proper training of all staff members. Tillsonburg Fire Communications Management will ensure the proper implementation of the identified improvement by monitoring the implementation process and by conducting periodic reviews. Customer feedback is vital to ensure that the improvement has been implemented as anticipated. Upon award of the contract, Tillsonburg Fire Communications will provide The Corporation of the Town of Orangeville a copy of our existing Fire Communications Standard Operating Guidelines. Customer requirements that are not specifically address within existing SOG documents can be included in either, new



SOG documents, modification of existing SOG documents, or in customer specific run cards and procedures. Tillsonburg Fire Communications will meet with The Corporation of the Town of Orangeville members to ensure that their municipality's specific dispatching and communications needs and expectations are met.

Written policy will be implemented which outlines the running orders of second and subsequent alarms, as well as any secondary response areas. The written policy will be developed from information provided to Tillsonburg Fire Communications from The Corporation of the Town of Orangeville regarding secondary response area mapping and apparatus run orders and alarm levels. The second and subsequent alarm levels and apparatus running orders can be customized to address specific Fire Service and individual fire station needs. Further refinement can be made by specific address or property to address specific customer needs, for example, sending additional alarm assignments or requesting automatic aid to specific "high risk" occupancy. Once the response levels and apparatus running orders are developed and confirmed by the customer, the documentation will be entered into the CAD system. Fire Communicators automatically receive the alarm level and apparatus running order from the CAD system once an address and call type are entered. The CAD system generates an assigned apparatus list for the Communicator. Further, the CAD system automatically indicates which station or apparatus to page once the Incident Commander has increased the level of alarm. The written documentation is kept in a ready-reference binder and acts as a back-up. All alarm level and apparatus running order information is available to the Fire Communicator at the back-up dispatch centre as well. The CAD system utilized by Tillsonburg Fire Communications is capable of storing and implementing additional alarm levels as well, based upon the mapping and run-order information provided by the customer.

Throughout the entire event all information is logged on the CAD system by the communicator and all telecommunications are captured on a digital voice recorder. Tillsonburg Fire Communications utilizes a computer based digital voice recording system. All voice recordings are stored on the digital recorder hard drive and backed up on non-interruptible, non-erasable disks as required. All voice communications received on licensed radios channels and dedicated phone lines are recorded digitally. Each main console is connected to the digital recording device and captures all radio communications. This device has an interface that allows each communicator to play back recordings from any point and from any line-in to capture any missed information. Tillsonburg Fire Communications Management can also access the communications interface to monitor radio and telephone communications to ensure accuracy, effectiveness and efficiency.

The voice / audio recordings for events can be made available in a set format and distributed electronically or on non-erasable media. Various file types are available, including MPEG-2 Audio Layer III (commonly referred to as MP3) format or Waveform Audio File Format (WAV). Audio recording can be prepared with date and time stamping included or omitted, depending upon the customer's need and application. The availability and dispersing of voice recordings are managed according to each individual customer's policy as to whom and when they can be requested. Files are typically available within 24 hours of an authorized request.

Client incident reports and data records are kept electronically in both the CAD system and the FirePro2 system data bases. Both CAD computer server and the FirePro2 computer server have a network backup. It is the policy of Tillsonburg Fire Communications to maintain incident logs and recordings ad infinitum.



The CAD system records a running tally of incidents pertaining to each customer address. This information is available to the Fire Communicator to give responding crews facts about historical responses to a particular address. At the conclusion of an incident, the incident report is forwarded to the customer in a preapproved format. Incident reports can be sent to the customer as a Portable Document Format (PDF) file by e-mail, faxed to the customer or sent electronically to integrate with the Ingenious Records Management System (FirePro2).

Audio records (radio channel and telephone) are recorded onto an external hard drive and onto non-interruptible and non-erasable media file types are available, including MPEG-2 Audio Layer III (commonly referred to as MP3) format or Waveform Audio File Format (WAV). The records retention policy is for all data and voice records to be kept indefinitely by Tillsonburg Fire Communications.

Tillsonburg Fire Communications uses a standard report format that is generated automatically from FirePro2 records management software utilizing our Client Database. Incident reports are sent electronically to integrate with the Ingenious Records Management System (FirePro2). A Portable Document Format (PDF) file is also sent electronically as specified by the customer. The standard report format is used to allow our customers to complete the Standard Incident Reports for the Office of the Fire Marshal, and as such, contain all of the required information, including a response distance calculation. It is the established policy of Tillsonburg Fire Communications to have incident reports generated and sent to the client within four (4) hours of the conclusion of each incident.

Tillsonburg Fire Communications communicators conduct equipment checks at the commencement of each shift as required by *SOG 1102, General Expectations*. All clocks are checked and maintained within ± 5 seconds of the main clock. The main clock is an internal computer system that has an Internet clock which automatically updates every hour. Each CAD workstation is linked to an atomic clock (UTC) via the Internet. This enables each station to remain on the correct time automatically.

The current staffing model Monday to Friday 08:00 to 17:00 there are two (2) Communicators on duty. After hours we have a permanent on call in place which must be within ten (10) minutes of the Fire Department at all times. It is the intent for Fire Communications to double staff during peak time or as required if we obtain The Corporation of the Town of Orangeville contract. In 2019, the average "hook" time for communications staff was seven (7) seconds and the average dispatch time was forty three (43) seconds. Both of these performance benchmarks are within the established parameters. In the event of an escalation of the volume of emergency events being processed by a fire communicator, additional communicators will be provided as necessary. *SOG 1104 Staffing Additional Fire Communicators* outlines the process for obtaining additional staff.

A fire communicator is dedicated to an event as outlined in *SOG 1104, Staffing Additional Fire Communicators*. At all times personal is On-Call to be called in to the bellroom to assist with emergency situations within a required fifteen (15) minutes period response time. When it becomes necessary for a fire communicator to be relieved *SOG 1102, General Expectations* outlines the process in order that continuity of information is maintained. In the event of a shift change during a fire service response *SOG 1102 General Expectations* covers the requirements to ensure no information is missed or neglected during staff transitions. Incident information is maintained on the CAD system and is available to incoming Fire Communicators for review. As part of the Quality Assurance Program, Fire Communicators are required to complete an End of



Shift report at the end of every shift to identify any opportunities to improve our customer service level. In addition the Quality Assurance Program provides a Communications Feedback Form.

Tillsonburg Fire Communications will meet with The Corporation of the Town of Orangeville in the Communications Centre at least once a year and/or by request, and this will include an agenda and recorded minutes. The Fire Communications team would also come for any requested public education events that you would like the Communications 9-1-1 service explained. We also would come for any training within The Corporation of the Town of Orangeville to answer or train in regards to Communications.

Tillsonburg Fire Communications welcomes schedule tours and visits from all customers, provided there is sufficient notice. Visitors to the Communications Centre will be expected to follow visitor protocol and will be required to exit the Bell Room should a call for service be received. Tillsonburg Fire Communications is available to both facilitate training at the client's location and have Fire Service members from client Fire Services attend training sessions at the Fire Communications Centre. All desired visits, tours and training sessions will be agreed to in advance by both Tillsonburg Fire Communications and the Corporation of the Town of Orangeville.

All Fire Communicators will be trained on the operational procedures and apparatus run sheets for each of The Corporation of the Town of Orangeville fire services. No additional telephone system training will be required as it is anticipated by Bell Canada that the existing 9-1-1 telephone lines into Tillsonburg Fire Communications are sufficient. Fire Communicators will also be trained on the Fire Station and radio tower locations of The Corporation of the Town of Orangeville and the Fire Protection Agreements with neighbouring departments. Upon award of the contract, Tillsonburg Fire Communications will propose a training outline and schedule to The Corporation of the Town of Orangeville for consideration.

The Fire Communications team would also come for any requested public education events that you would like the Communications 9-1-1 service explained. We also would come for any training within The Corporation of the Town of Orangeville to answer or train in regards to Communications.

Tillsonburg Fire Communications will provide the Fire Chief of The Corporation of the Town of Orangeville a copy of our existing Standard Operating Guidelines within two (2) weeks of award of a contract. Tillsonburg Fire Communications will then meet with the Fire Chief to determine any additional needs that are not adequately addressed within our existing SOG's. At this meeting, Tillsonburg Fire Communications will also work with the Fire Chief to determine apparatus running order, develop apparatus run cards and to determine alarm levels. Any special response requirements will also be addressed. Tillsonburg Fire Communications will then provide a summary of the proposed SOG's, run cards and alarm levels to be reviewed by the customer prior to entry into the CAD system. Once entered, Tillsonburg Fire Communications will test the CAD information for each customer prior to assuming dispatch responsibilities. The timeframe for the implementation of The Corporation of the Town of Orangeville's communications SOG's will be included in the training outline and schedule as the SOG's will form a large part of our Fire Communicator's training.

Value Added Services



In addition to meeting the specified needs and requirements of The Corporation of the Town of Orangeville proposal, Tillsonburg Fire Communications offers a number of value added services for our customers at **no** additional cost.

Tillsonburg Fire Communications has the ability through the CAD system to alert firefighters of an incident not only through traditional pagers and radio communication, but can also send message alerts to cellular telephones via text messaging or e-mail to smart cellular phones. While Tillsonburg Fire Communications does not recommend text messaging as a primary means of alerting firefighters, our clients have found this additional method of alerting extremely valuable and convenient.

Tillsonburg Fire Communication is also capable of sending live dispatch information to the web and even to Twitter accounts. In the age of social media, this tool has extended the Fire Service and the municipality's outreach and is a convenient way to follow an incident.

Subcontractor Information Form

Subcontractor Information:	
Subcontractor #1	
Name:	BearCom
Address:	79 Wellington Street London, ON N6B 2K4 519-663-2109 x 5247 Office
Work Type to be Subcontracted:	All Radio Programming
Scope of Work:	All Radio programming
Subcontractor #2	
Name:	Symposium Technologies
Address:	1 Yonge Street, Suite 1801 Toronto, ON M5E 1W7
Work Type to be Subcontracted:	Computer Aided Dispatch System - CAD
Scope of Work:	GIS Mapping, CAD Programming
Subcontractor #3	
Name:	Bell Canada
Address:	100 Dundas Street, Floor 3 London, ON N6A 5B6
Work Type to be Subcontracted:	Delivery of e9-1-1 Voice and ANI/ALI
Scope of Work:	Provide as required e9-1-1 Voice and Data circuits to the PSAP for the delivery of e9-1-1 service
Subcontractor #4	
Name:	Five9 Solutions
Address:	353 Manitou Drive Kitchener, ON N2C 1L5 1-855-459-2020
Work Type to be Subcontracted:	Radio Programming
Scope of Work:	Radio programming



Schedule 1-B

Financial Proposal Form

Request for proposal CMS-OF-2020-01 Fire Dispatch Services 2020-2021

Item	Description	Cost
1.0	Cost relating to setup, testing, and commissioning of equipment for seamless transfer.	\$38,420.00
1.1	Annual Cost- Year 1	\$67,000.00
	Total Proposal Price for Evaluation Purposes (excluding all applicable taxes)	\$239,420.00