

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN

REQUEST FOR PROPOSALS

FIRE DISPATCH SERVICES

JUNE 7, 2021

- 1. INTRODUCTION4
 - 1.1. PURPOSE4
 - 1.2. BACKGROUND4
 - 1.3. CURRENT DISPATCH CONTRACT & SERVICES4
- 2. INSTRUCTIONS TO PROPONENTS.....5
 - 2.1. SUBMISSION OF PROPOSALS5
 - 2.2. INQUIRIES6
- 3. GENERAL TERMS OF PROPOSAL PROCESS7
 - 3.1. DEFINITIONS.....7
 - 3.2. ACCEPTANCE OF TERMS AND CONDITIONS8
 - 3.3. PROPOSAL PREPARATION COSTS8
 - 3.4. PROPOSAL EVALUATION8
 - 3.5. PROPOSAL PRESENTATION8
 - 3.6. NO CONTRACT8
 - 3.7. NO OBLIGATION TO PROCEED9
 - 3.8. NEGOTIATION WITH PREFERRED PROPONENT9
 - 3.9. ACCEPTANCE OF PROPOSAL9
 - 3.10. LIABILITY FOR ERRORS9
 - 3.11. PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION10
 - 3.12. CONFLICT OF INTEREST10
 - 3.13. NO COLLUSION10
 - 3.14. NOT AN EMPLOYEE10
 - 3.15. LITIGATION11
- 4. GENERAL PROPOSAL CONTENT12
 - 4.1. CONSULTANT INFORMATION12
 - 4.2. SUBCONTRACTORS AND SUBCONSULTANTS12
 - 4.3. METHODOLOGY12
 - 4.4. SCHEDULING.....13
 - 4.5. FEES AND DISBURSEMENTS13
 - 4.6. PROPOSAL CONTENT & INNOVATION13
 - 4.7. SAFETY REQUIREMENTS13
 - 4.8. WORKERS COMPENSATION ACT13
- 5. PROPOSAL OUTLINE.....14
 - 5.1. PROPOSAL UNDERSTANDING14
 - 5.2. PROPONENT'S QUALIFICATIONS14
 - 5.3. ORGANIZATION.....14
 - 5.4. OPERATING STANDARDS14
 - 5.5. EMERGENCY CALL ANSWERING AND DISPATCHING15

5.6. NON-EMERGENCY CALL HANDLING 15

5.7. NEXT-GENERATION 9-1-1 15

5.8. PROPONENT FIRE DISPATCH OPERATION/EQUIPMENT/TECHNOLOGY 15

5.9. BUSINESS CONTINUITY 17

5.10. FIRE DISPATCH EXPERIENCE & CAPACITY 17

5.11. FIRE DISPATCH PERSONNEL AND TRAINING 18

5.12. PROPOSAL IMPACT ON CURRENT OPERATIONS 18

5.13. FUNCTIONAL REQUIREMENTS 18

5.14. PROPOSAL IMPLEMENTATION PLAN 19

5.15. DOCUMENTATION 19

6. SCHEDULING 20

7. FEES AND DISBURSEMENTS 20

APPENDIX A – REQUEST FOR PROPOSALS EVALUATION FORMAT 22

APPENDIX B – SAMPLE CONSULTING SERVICES AGREEMENT TERMS 25

SCHEDULE C – PUBLIC SAFETY ANSWERING POINT AND FIRE DISPATCH OVERVIEW 33

SCHEDULE D – RADIO INFRASTRUCTURE INVENTORY 34

SCHEDULE E – 2020 DISPATCH CALL VOLUMES 36

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
REQUEST FOR PROPOSALS
FIRE DISPATCH SERVICES

1. INTRODUCTION

1.1. PURPOSE

The Regional District of Okanagan-Similkameen ("RDOS") invites proposals through this Request for Proposal ("RFP") for the provision of a fire dispatch service (the "Fire Dispatch Service") within the region of the RDOS identified in this RFP, and either utilizing existing equipment owned by RDOS and maintained by RDOS staff or under contract with third parties. All proposals should include the requirements set out in this RFP.

When the Agreement is entered into between the RDOS and a proponent (the "Successful Proponent"), the Proponent must be capable of meeting the current and evolving requirements of 19 fire departments operating in the Regional District for a period of five (5) years. The aggregate annual call volume for fire dispatch services in 2020 was 6,573 emergency call-outs and 643 non-emergency, public works, or lone worker calls for a total of 7,213 calls in 2020. The total population within the RDOS, including municipalities, is approximately 85,000 residents.

1.2. BACKGROUND

The Regional District has provided secondary fire dispatch services for all nine electoral areas and six-member municipalities. The Penticton Fire Department initially delivered the fire dispatch service through a contract between the RDOS and the City of Penticton. In 2011 as part of an RFP process, the City of Kelowna was awarded the contract for a 5-year term. In 2016, the RDOS extended the fire dispatch service contract for an additional five years that expires on December 31, 2021.

1.3. CURRENT DISPATCH CONTRACT & SERVICES

The Regional District of Okaganan-Similkameen is responsible for fire dispatch services for 19 Fire Departments within the region. Dispatch services operate out of the City of Kelowna Fire Hall #1 utilizing contracted City of Kelowna Fire Department staff and facilities. Kelowna Fire Dispatch provides dispatching services to the following departments:

1. District of Summerland Fire Department (Municipal)
2. City of Penticton Fire Department (Municipal)
3. Headly Improvement District Fire Department (Municipal)
4. Town of Princeton Volunteer Fire Department (Municipal)
5. Town of Oliver Fire Department (Municipal)

6. Town of Osoyoos Fire Department (Municipal)
7. Penticton Indian Band Fire Department (First Nations Government)
8. Naramata Volunteer Fire Department (RDOS)
9. Apex Fire Brigade (RDOS Fire Department 2022)
10. Kaleden Volunteer Fire Department (RDOS)
11. Okanagan Falls Volunteer Fire Department (RDOS)
12. Willowbrook Volunteer Fire Department (RDOS)
13. Anarchist Mountain Fire Department (RDOS)
14. Keremeos Volunteer Fire Department (RDOS)
15. Tulameen Volunteer Fire Department (RDOS)
16. Erris Volunteer Fire Association (Society)
17. Hays Creek Firefighters Association (Society)
18. East Gate Fire Department (Society)
19. Missezula Lake Fire Brigade

2. INSTRUCTIONS TO PROPONENTS

2.1. SUBMISSION OF PROPOSALS

The proposed timetable for this RFP is as follows:

| Event / Activities | Anticipated Date / Timeframes |
|---|--------------------------------------|
| Phase 1 – Issue RFP | July 6, 2021 |
| Phase 2 – RFP Closing Date | August 16, 2021 |
| Phase 3 – RFP Evaluation, Stakeholder Meetings, Recommendations | August 25, 2021 |
| Phase 4 – RFP Award | September 2, 2021 |

Proposals may be submitted by email and/or hardcopy until the Closing Time specified. The Proponent's sole responsibility is to ensure its Proposal is received at the address or email set out above by the Closing Time. If submitting by hardcopy, please enclose three (3) hard copies and an electronic copy on a memory stick. The Proposals and their envelopes should be clearly marked with

the name and address of the Proponent, the RFP program title, and be addressed to the following:

Sean Vaisler
Manager, Emergency Services
svaisler@rdos.bc.ca
Regional District of Okanagan-Similkameen
101 Martin Street
Penticton, B.C. V2A 5J9

Proposals must be received on or before the **Closing Time** of:

TIME: 12:00 PM local time
DATE: August 16, 2021

Proposals will not be opened publicly. The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Regional District's mail system.

Proponents wishing to make changes to their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by email or hard copy to the address above.

It also is the Proponent's sole responsibility to ensure their revisions were received, at the email or address set out above, prior to the Closing Time.

Proposals received after the Closing Time will not be considered or evaluated

2.2. INQUIRIES

All inquiries related to this RFP are to be directed, in writing, to the following person. Information obtained from any other source is not official and should not be relied upon. Inquiries and responses will be recorded and may be distributed through an addendum at the Regional District's option.

Any questions regarding this RFP must be submitted at least five (5) working days prior to the Closing Date. Any questions submitted after this date may not be answered.

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing **conditions** and limitations, which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the above-listed project contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or closing date,

Proponents will be advised by means of an Addendum issued by the Regional District. All Addenda is to become part of the Proposal Documents, and receipt of Addenda should be acknowledged by the Proponent in the submission.

Verbal discussion between the Regional District directors, trustees or staff and a Proponent shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum. The Regional District shall not be responsible for Proponents adjusting their Proposals based only on oral instructions by any Regional District representative.

3. GENERAL TERMS OF PROPOSAL PROCESS

3.1. DEFINITIONS

"**Addenda**" means all additional information regarding this RFP including amendments to the RFP;

"**Agreement**" or "**Contract**" means a contract that is issued to formalize the work with the successful Proponent based on the Proposal submitted and incorporate by reference the Request for Proposal, any addenda issued, the Proponent's response and acceptance by the Regional District.;

"**Consultant**" means the person(s), firm(s) or corporation(s) appointed by the Regional District to carry out all duties, obligations, work and services first contemplated in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal.;

"**must**" or "**mandatory**" or "**shall**" means a requirement that must be met in order for the Proposal to receive consideration;

"**Proponent**" means the responder to this RFP with the legal capacity to contract;

"**Proposal**" means a written response to the RFP that is submitted by a Proponent;

"**Regional District**" means the Regional District of Okanagan-Similkameen;

"**Request for Proposals**" or "**RFP**" means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District;

"**Services**" means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

"**should**" or "**may**" means a requirement having a significant degree of importance to the objectives of the RFP but is not a mandatory requirement

"**Work**" means and includes anything and everything required to accomplish the project in accordance with this RFP and Proposal.

3.2. ACCEPTANCE OF TERMS AND CONDITIONS

Submitting a Proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

A person authorized to sign on behalf of the Proponent must sign the Proposal.

3.3. PROPOSAL PREPARATION COSTS

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against the Regional District, or any of its member municipalities, will be accepted. The Regional District shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

3.4. PROPOSAL EVALUATION

The Regional District recognizes that "Best Value" is the essential part of purchasing a product and/or service, and therefore, the Regional District may prefer a Proposal with a higher price, if it offers greater value and better serves the Regional District's interests, as determined by the Regional District, over a Proposal with a lower price.

Appendix A contains the information regarding how Proposals will be evaluated.

The Regional District, at its sole discretion, reserves the right to:

- reject any or all Proposals whether complete or not,
- reject any Proposal it considers not in its best interests,
- waive any minor irregularity or insufficiency in the Proposal submitted,
- not be liable for misunderstandings or errors in the Request for Proposals,
- issue addenda to the Request for Proposals,
- contact references provided by the Proponents,
- retain independent persons or contractors for assistance in evaluating Proposals,
- request points of clarification to assist the Regional District in evaluating Proposals,
- negotiate changes with the successful Proponent,
- award separate contracts for separate work components, and
- withdraw the Request for Proposals.

3.5. PROPOSAL PRESENTATION

The Regional District reserves the right to request one or more of the Proponents whose submissions are of particular interest to the Regional District, to make an oral presentation to the Regional District.

3.6. NO CONTRACT

This RFP is not a tender and does not commit the Regional District in any way to select a preferred

Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on the Regional District by this RFP or submissions prior to the completed execution of a formal written Contract.

3.7. NO OBLIGATION TO PROCEED

The Regional District fully intends at this time to proceed with the proposed project, however, the Regional District is under no obligation to proceed to award of the contract. The receipt by the Regional District of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the Regional District.

There is no guarantee by the Regional District that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a Contract with the Regional District for the purchase of the equipment, service, or project.

3.8. NEGOTIATION WITH PREFERRED PROPONENT

The Proponent that submits the most advantageous Proposal may be awarded the contract. The Regional District reserves the right to accept or reject all or parts of the Proposal, however, the Regional District is not precluded from negotiating with the preferred Proponent to modify its Proposal to best suit the needs of the Regional District.

The Regional District will enter into negotiations with a preferred Proponent to finalize any scope changes necessary to implement the project, as generally described in this RFP. If the Regional District considers that it is unlikely to settle such agreements with the preferred Proponent despite having negotiated with the preferred Proponent, the Regional District is entitled to cease negotiations with the preferred Proponent and to begin negotiations with another Proponent.

3.9. ACCEPTANCE OF PROPOSAL

Following acceptance of the Proposal, the Agreement that the successful Proponent will be expected to execute with the Regional District will contain terms similar to those provided in Appendix B.

The expected attachments to the Agreement will include the Request for Qualifications and the Proponent's submission, the Request for Proposal, the Proponent's Proposal submission and any mutually agreed upon modifications, changes or negotiated adjustments.

3.10. LIABILITY FOR ERRORS

While the Regional District has expended considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District, nor is it comprehensive or exhaustive.

Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Scope of Work

3.11. PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION

All submissions become the property of the Regional District and will not be returned to the Proponent. The Regional District will consider all Proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants.

Proponents should be aware that the Regional District is a "public body" as defined in and subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under "Freedom of Information" legislation.

3.12. CONFLICT OF INTEREST

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Regional District, its elected or appointed officials or employees, any property ownership direct or indirect in the project area. The Regional District may rely on such disclosure.

3.13. NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof.

There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or Agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

3.14. NOT AN EMPLOYEE

The successful Proponent will acknowledge and agree that neither the Proponent nor any person employed by or associated with the successful Proponent in the performance of the services or otherwise, is an employee of, or has an employment relationship of any kind with the Regional District or is in any way entitled to terms or conditions of employment or employment benefits of any kind whatsoever from the Regional District under any collective agreement or otherwise including but not limited to private programs or coverages and statutory programs and coverages, whether under the *Employment Standards Act* of British Columbia (as amended from time to time), the *Workers*

Compensation Act of British Columbia (as amended from time to time), the *Employment Insurance Act* of Canada (as amended from time to time), health pay contributions or otherwise.

3.15. LITIGATION

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the Regional District in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

4. GENERAL PROPOSAL CONTENT

4.1. CONSULTANT INFORMATION

- **COMPANY INFO:** Full name, address and telephone number of the submitting office of the Proponent and, where applicable, the name, address and telephone number of any branch office, affiliate or sub-consultant(s) that will be involved in the project.
- **PROJECT MANAGER:** The Proposal shall confirm the proposed project manager, who will be the single point of contact and responsible for direct interaction with the Regional District. Describe the work to be performed by the project manager and his/ her qualifications and substantive experience directly related to the proposed work.
- **PROPOSED PROJECT TEAM:** The Proposal shall list key individuals, including the project manager and sub-consultant(s), who will have major responsibilities for the performance of the work. Describe the work to be performed by each listed individual and their qualifications regarding education and substantive experience directly related to the proposed work. Capacity and ability of the Project Manager and Project Team to deliver the services within the defined timeframe must be discussed

The Proposal shall include the following endorsement:

"Identified Key Project Team members shall only be replaced with the written approval of the Regional District."

- **REFERENCES:** The Proposal shall provide no less than two (3) references that are relevant to the proposed work. The references should be from a third party who can provide information about the performance of the Proponent in delivering the works or services for the experience cited.
- **EXPERIENCE:** The Proposal should include details on only the most recent three (3) or four (4) projects of related work for the Consultant and project team. It is the Proponent's responsibility to demonstrate that they possess the required knowledge, understanding and capacity to carry out the work as outlined in this RFP within the project schedule and budget.

4.2. SUBCONTRACTORS AND SUBCONSULTANTS

The Proposal shall include the company name of all subcontractors and sub consultants proposed to be used in the performance of the work with a description of the work they would be performing.

The subcontractors and sub consultants listed in the Proposal may not be changed without the written consent of the Regional District. If the Regional District so requires, the Proponent shall be prepared to confirm to the Regional District the competence of subcontractors and sub consultants prior to acceptance of the Proposal.

4.3. METHODOLOGY

The Proposal shall contain an outline of strategies and skills used to manage the project's

expectations, resources, budget, and ensure quality control. The methodology must discuss how the work will be completed that is listed in Scope of Work. Include other items identified and what services or interaction is required from/ with the Regional District.

In their own words, the Proponent must show that they have an understanding of what the work involves and what is required to complete the project, specifically an understanding of the project critical issues and fixed budget.

4.4. SCHEDULING

The Proposal should contain a proposed work schedule showing the major activities or tasks, order and interdependence of the various milestones, sub-tasks and deliverables for each of the required tasks, including any proposed meetings.

4.5. FEES AND DISBURSEMENTS

The Proposal shall contain a breakdown of fees by task.

4.6. PROPOSAL CONTENT & INNOVATION

The Proponent shall address in the Proposal submission all the information as requested in the RFP documentation. The Proponent is also encouraged to include innovative, alternative or unique solutions to the Proposal subject.

4.7. SAFETY REQUIREMENTS

The Proponent is required to meet or exceed at all times any requirements as detailed at the place of work, which includes but is not limited to all OHS regulations or standards. Prior to any onsite work, the successful Proponent will provide their Health and Safety Manual to the Regional District and participate in a site orientation with the Regional District.

4.8. WORKERS COMPENSATION ACT

The Proponent, and any proposed subcontractors and sub consultants, should provide a Work Safe BC (Workers Compensation Board) Registration Number in the Proposal and shall at the time of signing a contract agreement, provide proof of payment of claims in good standing with Work Safe BC.

5. PROPOSAL OUTLINE

The Proponent's Proposal shall address and include the following sections as specified:

5.1. PROPOSAL UNDERSTANDING

Proponents shall provide a brief statement of introduction and overview of the scope and understanding of the Fire Dispatch Service.

5.2. PROPONENT'S QUALIFICATIONS

Proponents shall identify their corporate, administrative and management capability with regard to providing the requested service.

- a. Provide an organizational chart indicating personnel roles, responsibilities, accountabilities in the provision of Fire Dispatch Services
- b. Identify the rank and experience of any key individuals who would be involved in the provision of the Fire Dispatch Services.
- c. Meet the relevant chapters of NFPA 1061 and 1561 standards as they relate to the technical competency and operations of a fire dispatch. Where the service provider does not meet the standard described by NFPA 106, NFPA 1221 and NFPA 1561, they shall clearly identify the sections or points in their Proposal that meet the standard and those that do not meet the minimum standards.
- d. Provide information regarding the physical location of both the primary and secondary Communications Centres, including the level of compliance with NFPA 1221 Chapter 4, 2019 edition, and specify which areas of NFPA 1221, Chapter 4 are not satisfied.

5.3. ORGANIZATION

Proponents should provide a copy of a strategic plan and shall provide the following:

- i. identified risks to current dispatch business model and mitigation strategies;
- ii. funding sources and risk associated with loss of key clients;
- iii. basis on which client rates are set and cost adjustment mechanisms; and
- iv. the union certification for the call takers and dispatchers if unionized.

5.4. OPERATING STANDARDS

Proponents shall identify the standards to which they operate citing the applicable NFPA or other references.

5.5. EMERGENCY CALL ANSWERING AND DISPATCHING

- a. The Proponent shall be able to receive all emergency events for the Fire Department within the standards prescribed by NFPA (National Fire Protection Association) 1221, 2016 or newer editions, which at a minimum requires 95% of alarm lines answered within 15 seconds and 99% within 40 seconds.
- b. The Proponent shall be able to process all emergency events for the Fire Departments within the standards prescribed by NFPA (National Fire Protection Association) 1221, 2016 or newer editions, requiring 90% of alarm processing for fire-related events be completed within 64 seconds.
- c. The Proponent shall ensure that its CAD system includes an electronic interface with the B.C. Ambulance Service Dispatch Centre for the timely receipt and processing of all medical First Responder incidents, including motor vehicle or other technical rescue incidents as directed by the Regional District of Okaganan-Similkameen.

5.6. NON-EMERGENCY CALL HANDLING

- a. The Proponent should be able to process all non-emergency calls and prioritize them accordingly. Non-emergency calls in this RFP are classified as calls for wastewater treatment (sewer), electrical, public works, and lone worker calls. Non-emergency 911 calls for support do not fall under this category. The Proposals should include opportunities, limitations, and associated cost factors related to answering and processing non-emergency calls in a separate dispatching quote.
- b. Non-Emergency call handling should be quoted as a separate service within the proposed fee schedule.

5.7. NEXT-GENERATION 9-1-1

- a. The Proponent shall demonstrate current, or planned, compliance with next-generation 9-1-1 (NG9-1-1) or estimated date of compliance with next-generation 9-1-1 related to proprietary CAD systems Telus E911 services. Associated costs with NG9-1-1 should be identified in the Proposal.

5.8. PROPONENT FIRE DISPATCH OPERATION/EQUIPMENT/TECHNOLOGY

Proponents should provide the following information relating to their current dispatch facility, equipment, computer hardware and software:

- i. formal drawings or pictures of current facility layout and approved upgrades;
- ii. A detailed description of dispatch equipment/hardware;
- iii. Computer-Aided Dispatch ("CAD") System currently in use including whether it includes an integrated CAD map to display pending and active incidents;
- iv. Description of how first responder calls are currently received from BC Ambulance Service and managed as well as how this might change;
- v. Description of how to map data for the RDOS will be gathered initially, and how it will be updated on a regular basis;
- vi. Description of how the 'Proponent's dispatch facility will be linked to RDOS radio infrastructure and how paging and radio traffic will be managed;
- vii. Compatibility of other Software/Programs such as the Records Management System ("RMS") used in support of current dispatch operation (Fire Pro 2 and future FDM system);
- viii. Description of how the Proponent will integrate their systems with FDM, Microsoft Office 365, Microsoft Teams, and FirePro 2 services used by Regional and Municipal Fire Departments.
- ix. RMS vendor and current version;
- x. Options for Mobile Data Terminals, digital and paper rip and runs, ability to link with App-based dispatch systems such as IaR (IamResponding) used by various Municipal and Regional District Fire Departments.
- xi. Description of how the Proponent will develop and share fire dispatch analytics daily, monthly, quarterly, or annually;
- xii. Samples of reports provided to existing clients; and online portals.
- xiii. Description of how the Proponent will connect their network to the current Radio over IP link between fire dispatch and Penticton. This RoIP service uses multiple network connections between the two communities, giving a highly redundant pathway. The Regional District uses Cisco technologies for the interconnect and Telex IP radio gateways to handle the audio component for dispatchers.

5.9. BUSINESS CONTINUITY

Business continuity strategy with an explanation of how dispatch services will be provided from an alternate site, including a discussion about how often this alternate site is tested. The Proponent shall be able to record, store, and request supply a fire department with recordings of 9-1-1 telephone and radio traffic related to specific emergency events that a fire department is involved in. Clearly articulate what is being recorded Fire Dispatch Clients

Proponents shall provide the following information on their current clients.

- i. Contact information, client call volume and commencement date of the original contract

5.10. FIRE DISPATCH EXPERIENCE & CAPACITY

Describe your organization's experience and capacity addressing the following key areas:

- a) The type of work the Proponent specializes in and the qualifications that demonstrate expertise in operating, maintaining, and managing a Fire Dispatch Centre.
- b) The number of years the Proponent has been in operation, types of services provided, and typical call volumes.
- c) Demonstrated experience working with Regional District and Municipal Fire Department Operations
- d) Operational (equipment and personnel) capacity to support service requirements, including emergency operations failover.
- e) Demonstrated understanding of dispatch standards, i.e., NFPA (National Fire Protection Association), NENA (National Emergency Number Association), APCO (Association of Public-Safety Communications Officials).
- f) Demonstrated experience with transitioning of dispatch services as it relates to the acquisition of new clients, installation, implementation and upgrading of new equipment, technology or procedures and software when integrating the new client within existing processes.
- g) Compliance with CRTC (Canadian Radio-television and Telecommunications Commission) Regulations, NG9-1-1 (Next Generation 9-1-1) operations and NFPA (National Fire Protection Association) 1221.

5.11. FIRE DISPATCH PERSONNEL AND TRAINING

Proponents must provide the following information regarding current and future personnel providing the service:

- i. Description of initial dispatcher training;
- ii. Certification;
- iii. Ongoing training and performance evaluation process for personnel;
- iv. Job descriptions of dispatch personnel;
- v. Staffing levels; and
- vi. Capacity to staff up during major emergency events.

5.12. PROPOSAL IMPACT ON CURRENT OPERATIONS

Proponents shall provide information on how their current operations may be impacted and the steps they intend to take in order to accommodate the additional communication/dispatch activities associated with entering into a long term five (5) year Fire Dispatch Service Agreement with the RDOS such as:

- i. Additional staff;
- ii. Additions or upgrades to equipment, software and resources; and
- iii. Enhancements and additions to the current dispatch facility.

5.13. FUNCTIONAL REQUIREMENTS

The Proposal shall address the following:

- i. Dedicated service with full radio support during incidents including but not limited to contacts with utilities, Provincial Emergency Program(s), highways, forestry, and other resources, a list of which shall be supplied and updated by the RDOS;
- ii. Recording of all 911 telephone and radio communications;
- iii. Ability to customize service to meet specific response protocols for each fire department;

- iv. Disaster Recovery – business continuity plan, facilities, secondary servers, routing and frequency of plan testing;
- v. Initial 3 months, thereafter bi-annual (six months) meeting at RDOS location with fire chiefs and RDOS representatives to review operations, protocols, issues and alternatives; and
- vi. Daily fire danger rating and venting index notification for Fire Departments and open burning public phone line.
- vii. Radio & Interconnect system – the Proposal should identify how bi-daily radio testing and monthly Interconnect system will be tested.
- viii. The Proponent should have a strong familiarity with the geographical topography, hazards, weather forecasting, wildfire and flooding conditions within the boundary of the Regional District.
- ix. Interoperability – establish and maintain relationships with dispatch service providers serving adjoining fire protection areas to ensure prompt and effective mutual aid and potential automatic response protocols are followed.

5.14. PROPOSAL IMPLEMENTATION PLAN

Proponents shall provide an implementation plan to meet the anticipated RFP schedule with key events/steps such as:

- i. Equipment and software capacity/capability/compatibility review;
- ii. Equipment and software upgrade timeline;
- iii. System testing and service implementation timeline; and
- iv. Staff hiring and training timeline.

5.15. DOCUMENTATION

Proponents should provide the following information:

Dispatch Contract - a copy of their standard dispatch contract;

- i. Service Level Agreements - sample service level agreements if not included in standard dispatch contract; and

- ii. Performance Reports – copies of standard performance reports for the most recent six months (minimum). These would include call answer and dispatch times; also data identifying the percentage of time that key systems have been fully available.
- iii. The successful Proponent will be required to obtain and maintain insurance appropriate for its operation. Detail the types and limits of coverage proposed for the five (5) year term of the contract. Insurance requirements will be negotiated and agreed upon prior to the signing of an agreement.

6. SCHEDULING

The Proposal shall contain a work schedule showing the major activities or tasks, order and interdependence of the various milestones, sub-tasks and deliverables for each of the required tasks, including any proposed meetings. The project's award will occur at the September 02, 2021 Regional District Board meeting.

The Regional District has established the following preliminary baseline schedule for the onboarding process. Any advancement of the times indicated are desirable and would be welcomed by the Regional District.

| Task | Completion Date |
|---|-------------------------------|
| Award to Proponent | September 2021 |
| Service Provider Equipment Upgrade as required | October 31 2021 |
| RDOS Equipment Upgrade as required, Service Provider Staff Training | November 2021 |
| Service Provider parallel Operational Testing and Evaluation | December 15, 2021 |
| Dispatch Service Handover (Go Live) | January 1, 2022, 00:00 |

The Proponent should plan their work to conform to this or their improved schedule. The Regional District will provide information and responses to Proponent in a timely manner so as not to impact the schedule.

7. FEES AND DISBURSEMENTS

- Proponents shall specify an all-encompassing fee proposal to execute the services requested. The fee schedule should detail the following:
 - a) Initial start-up fees if applicable;
 - b) Annual service fees – provide cost schedule and adjustment factors applicable to the first 5 years of a service agreement;

- c) Other anticipated fees, including software licensing; and
 - d) Please identify optional services, applicable fees, and escalation factors individually.
 - e) Non-emergency call handling and associated cost related to answering and processing these calls should be identified in a separate quote.
- Proponents shall specify an all-encompassing fee proposal to execute the services requested. The fee schedule should detail the following:
 - a. Initial start-up fees if applicable;
 - b. Annual service fees – provide cost schedule and adjustment factors applicable to the first 5 years of a service agreement;
 - c. Other anticipated fees, including software licensing; and
 - d. Please identify optional services, applicable fees, and escalation factors individually.

APPENDIX A – REQUEST FOR PROPOSALS EVALUATION FORMAT

REQUEST FOR PROPOSALS EVALUATION FORM

| Proponent's Name: _____ | | | |
|--|--|-----------------|--------|
| Project Title: Fire Dispatch Services | | | |
| Evaluation Date: _____ | | | |
| Evaluator: _____ | | | |
| Step 1: | | YES | NO |
| Mandatories | Proposal received prior to closing | | |
| | Subconsultant list submitted | | |
| | Project Manager identified | | |
| | Proposed schedule included | | |
| | Reference List | | |
| | Hourly rates provided | | |
| | Maximum or upset fee included | | |
| | Complete Proposal as requested | | |
| | | | |
| Step 2: | | Assigned Points | Points |
| Proponent (15-30 points) | Qualifications of firm and project team members | 10 | |
| | Experience of firm and project team members | 10 | |
| | Past Performance / References | 10 | |
| | Resources | 5 | |
| Proposal (30-50 points) | Scope | 5 | |
| | Methodology | 10 | |
| | Environmental Performance | 5 | |
| | Scheduling | 10 | |
| | Project Team - Level of Effort | 5 | |
| | Clarity of Proposal | 5 | |
| Price (20-50 points) | Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (20% weight) | 25 | |
| Total Score | Proponent + Proposal + Price Scores | 100 | |

1. Requests for Proposals (RFP's) shall be reviewed by an evaluation committee of RDOS staff (two or more) and, at the RDOS's absolute discretion, may use one or more consultants / emergency service

partner(s), who will report to the RDOS as required.

2. Each Evaluation Team member shall complete the RFP Evaluation Form for each Proposal.
3. Evaluation Team Members will use the following list of questions to complete the RFP Evaluation Form:

Proponent Evaluation

- (i) Qualifications of Proponent and Project Team Members
Are the firm and project team members specialized and qualified in the nature of the project work?
- (ii) Experience of Proponent and Project Team Members
Has the Proponent completed similar projects during the last three years? Do the assigned project team members have experience with similar projects? Does the Proponent, have local knowledge (current or ability to adapt)
- (iii) Past Performance
Is the Proponent record of past performance sound? Do reference checks reveal weaknesses? Was abnormal level of monitoring required? Does the firm consistently complete assignments on time and within budget?
- (iv) Resources
Does the firm have ample resources (e.g. staff, equipment, etc.) to apply to this project?

Proposal Evaluation

- (i) Scope
Do the objectives, scope, work plan, and prediction of results comply with the terms of reference and project objectives?
- (ii) Methodology
Is the methodology clear and in sufficient detail to cover all necessary aspects? Does the Proposal reflect the required understanding of the project? Is each task clearly outlined and in a logical sequence?
- (iii) Environmental performance [see criteria below]
What is the environmental burden and unit cost of a product or service, from its design through to production and then final disposal?
- (iv) Scheduling
Does the Proposal indicate that the achievement of objectives will be met according to an acceptable schedule? Are they within the timelines set by the terms of reference (if outlined in the terms of reference) Are problems or delays accounted for? Is timing realistic for the project?
- (v) Project Team
Is the level of effort (total hours) adequate, low or high? Are the hours of professionals involved adequate, low or high? Is the proportion of professional vs. technical hours adequate or appropriate?
- (vi) Clarity of Proposal
Is the Proposal clear, concise, and logical?

Price Evaluation

(i) Total Price

4. Upon completion of Step 2, the Evaluation Team shall determine, by consensus, the score for each Proposal and will forward these scores to the Board for its consideration to select the successful Proponent.

Environmental Performance Decision Criteria

Basic evaluation criteria for rationalizing the purchase of environmentally sound alternatives:

- (i) Does the alternative product meet or exceed the minimum required performance specifications? (e.g durability, safety, structural integrity. (If no, use the conventional product; if yes move to (ii)).
- (ii) Is the unit pricing of the alternative product equal, or less than, the conventional product? (If yes purchase the alternate product; if no move to (iii)).
- (iii) What is the total annual cost differential of using the alternate product instead of the conventional? (If the effect on budget is nominal use the alternate product; if the effect on budget is more than nominal go to (iv)).
- (iv) By using the alternate product are there any offsetting benefits that can be clearly measured and recorded in cost avoidance accruing to the same Business Unit, or to other business Units and, if so, do those benefits equal or exceed the extra acquisition costs? (If yes purchase the alternate product; if no go to (v)).
- (v) Are there any other benefits that are not measurable in any direct monetary sense but are benefits that we ought to realize for other on-pecuniary reasons?, e.g. "green benefits" such as reduced pollution, air emissions, effluent release, recyclable & disposal issues etc. (If no, purchase the conventional product; if yes define those reasons and report them through established reporting channels to get the increased budget commitment approved. In either case go to (vi).
- (vi) If acquisition of the alternative product at the higher cost is approved purchase the alternate product; if not purchase the conventional product.

APPENDIX B – SAMPLE CONSULTING SERVICES AGREEMENT TERMS

SAMPLE CONSULTING SERVICES AGREEMENT TERMS

SECTION 1. INTERPRETATION

1.1 For purposes of this Agreement, except as otherwise expressly provided:

- (a) Section—all references in this Agreement to a designated “section” or other subdivision or to a Schedule is to the designated section or other subdivision of, or Schedule to, this Agreement;
- (b) Whole Agreement—the words “herein”, “hereof”, “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section or other subdivision or schedule;
- (c) Headings—any headings have been inserted for convenience only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- (d) Non-limiting—the singular of any term includes the plural, and vice versa; the use of any term referable to a particular gender is equally applicable to any gender and, where applicable, a body corporate; the word “or” is not exclusive and the word “including” is not limiting (whether or not non-limiting language, such as “without limitation” or “but not limited to” or words of similar import is used with reference thereto).

SECTION 2 CONSULTANT’S DUTIES

- 2.1 The Consultant shall provide, and has agreed to provide to the Regional District all Services set out in the Request for Proposal (attached hereto as Schedule “A”) and the Consultant’s Proposal (attached hereto as Schedule “B”), both of which form part of this Agreement (hereinafter collectively called the “Services”). The Services shall be provided within the times specified in Schedules A and B.
- 2.2 In performing the Services under this Agreement, the Consultant shall, at all times, act in the best interests of the Regional District and exercise that degree of professional skill, care and diligence required according to generally accepted professional science and engineering standards applicable to the performance of such Services at the time and place the Services are performed.
- 2.3 It is agreed that in awarding the professional Services encompassed within this Agreement to the Consultant, the Regional District has relied upon the Consultant’s representations concerning the experience of certain identified personnel in the employ of the Consultant. It is agreed that, in performing the Services under this Agreement, the Consultant shall designate those key staff and subconsultants specified in Schedule “B” to carry out and provide the Services to be provided by the Consultant as referred to herein
- 2.4 The Consultant shall request of the Regional District any information or data contained in Regional District files which the Consultant requires in order to perform the Services. The Regional District

is only obligated to provide to the Consultant information and data that is pertinent to the terms of reference and work program set out in Schedules "A" and "B". The Consultant may rely on such information or data as may be provided by the Regional District without independent verification.

- 2.5 To ensure that the Project is processed in a timely manner, the Consultant and the Regional District will apply their best efforts to meeting the following deadlines:
- a) Phone call inquiries from the Regional District will be returned within 24 hours;
 - b) Public inquiries to the Consultant on technical issues will be returned within 48 hours;
 - c) Meetings will be scheduled within 5 working days from date of request;
 - d) Review comments for material submitted by the Consultant will be processed by the Regional District within 14 days of receipt.
- 2.6 Costs which have not been identified by the Consultant in the cost estimate will not be paid by the Regional District without prior approval and confirmation in writing. No payment shall be made to the Consultant for cost overruns that have not been the subject of prior notice and approval by the Regional District.
- Any change in the rates charged for fees and disbursements must be approved in advance, in writing, by the Regional District.
- 2.7 The Consultant shall submit to the Regional District regular progress reports, as requested from time to time, and such additional reports as may be reasonably required.

SECTION 3 FEES AND DISBURSEMENTS

- 3.1 The Consultant shall receive from the Regional District for the performance of the Services the compensation referred to in _____
- 3.2 Invoices may be rendered on a monthly basis prorated to the work completed or, at the conclusion of each phase by the Consultant to the Regional District, and shall be delivered to the Regional District of Okanagan-Similkameen, 101 Martin Street, Penticton, British Columbia, V2A 5J9. Invoices shall be payable in full by the Regional District within thirty (30) days of receipt.
- 3.3 The Consultant shall provide all necessary and sufficient substantiation to the Regional District in order to verify any invoice upon request. If the Regional District is unable to verify any invoice within the said period, any payment by the Regional District either may be withheld or may be made and treated as an advance pending verification of the invoice.
- 3.4 Any necessary adjustments which have not been made prior to payment of an invoice may be made by the Regional District at the time of a later payment. If the Regional District is shown to have overpaid, the Regional District may deduct the amount from any other sums due to the Consultant from the Regional District or the Consultant shall pay the amount to the Regional District within thirty (30) days of the amount being agreed upon or otherwise established.
- 3.5 The Regional District may request the Consultant to submit prior to payment of the final invoice a statutory declaration or other proof that there are no outstanding costs, assessments, liens or claims in connection with the project.

SECTION 4 CONFIDENTIALITY, OWNERSHIP AND USE OF DOCUMENTS AND MATERIALS

4.1 The Consultant acknowledges that in the performance of the Consultant's responsibilities hereunder, the Consultant may have access to confidential information, records and customer lists of the Regional District (the "Confidential Information"). During and after the term of this Agreement, the Consultant shall not, directly or indirectly, disclose such Confidential Information to any person or use any such Confidential Information, except:

- (a) as required in the course of performing such Services and then only to staff of the Regional District on a need-to-know basis; or
- (b) with the prior written consent of the Regional District;

and all Confidential Information which the Consultant shall prepare or use or come in contact with shall be and remain the Regional District's sole property and shall not be removed from the Regional District's premises without its prior written consent, except as required in the normal course of performing the Services under this Agreement.

4.2 The Consultant agrees that all base materials, research results, computer programs, computer files, drawings, documents and notes and materials of any type whatsoever developed or prepared by the Consultant (hereinafter called the "Documents") in the performance of the Services shall vest and become the absolute property of the Regional District, including copyright of such Documents and upon completion of the Services or termination of this Agreement, all copies of Documents shall be delivered by the Consultant to the Regional District. The Consultant may retain one copy of it's materials for record purposes.

4.3 The Consultant agrees that all restrictions in this Section 4 are reasonable, fair and valid in all the circumstances and, to the fullest extent permitted by law, hereby waives all defences to the strict enforcement thereof by the Regional District.

4.4 The Regional District acknowledges and agrees that the Consultant's Services have been provided for a specific purpose. Any reuse, modification, or misuse of the Consultant's studies, reports, drawings, plans, designs, specifications, models, software, processes, documents, or other information by the Regional District or third parties shall be at the Regional District's sole risk and responsibility.

SECTION 5 SPECIAL TOOLS AND EQUIPMENT

5.1 All necessary special tools, equipment and other things shall be acquired by the Consultant solely at the Consultant's cost and shall be the property of the Consultant unless the Regional District specifically authorizes the purchase of a specific item at the Regional District's expense.

5.2 The cost of special tools, equipment and other things that have not been specifically identified in detail by the Consultant or specifically authorized in writing by the Regional District during performance of the project shall be considered to be within the overhead of the Consultant.

- 5.3 If the Regional District specifically authorizes, in writing, that the Consultant shall purchase any special tool, equipment, or other things at the expense of the Regional District then such items shall become the property of the Regional District. The Consultant shall bear the risk of loss or damage, normal wear and tear excepted, to all such items for the time when such items are out of the possession and control of the Regional District. Upon completion of the project, the Consultant shall deliver all such special tools, equipment and other things to the Regional District.

SECTION 6 SUB-CONSULTANTS AND SUB-CONTRACTORS

- 6.1 The Consultant may, with the prior written approval of the Regional District, engage the services of sub-consultants or sub-contractors to perform work which the Consultant is unable to perform.
- 6.2 The sub-Consultants and sub-contractors shall agree in writing prior to their participation in the Project to be bound by duties and obligations arising out of this Agreement between the Consultant and the Regional District.
- 6.3 The Consultant shall be responsible to the Regional District for all work carried out by sub-consultants and sub-contractors in connection with the project as if such work had been performed by the Consultant.
- 6.4 The Consultant shall be responsible to the Regional District for the acts and omissions of all sub-consultants and sub-contractors, their employees and agents, as if such sub-consultants and sub-contractors, their employees and agents, were persons directly employed by the Consultant.

SECTION 7 TERMINATION AND SUSPENSION

By the Regional District :

- 7.1 If the Consultant is in default in the performance of any of his material obligations set forth in this Agreement, then the Regional District may, by written notice to the Consultant, require such default to be remedied. If, within seven (7) days after delivery of such notice, such default shall not have been corrected or reasonable steps to correct such default have not been taken, the Regional District may, without limiting any other right or remedy the Regional District may have, immediately terminate this Agreement and discharge its obligations under this Agreement by paying for the cost of the Services rendered and disbursements incurred by the Consultant and remaining unpaid as of the effective date of the termination.
- 7.2 The Regional District may terminate this Agreement upon seven (7) days' prior written notice in the event the Consultant:
- (a) fails to complete the Services or any portion thereon within the time specified by this Agreement;
 - (b) becomes insolvent;
 - (c) commits an act of bankruptcy;
 - (d) assigns this Agreement without the required written consent of the Regional District;
 - (e) fails to adhere to or perform any of the provisions of this Agreement;
 - (f) has any conflict of interest which may, in the opinion of the Regional District, adversely affect any project for which the Services are being provided; or

(g) there is a change in the personnel referred to in Schedule "B" herein without the prior written approval of the Regional District.

7.3 Notwithstanding anything herein to the contrary, the Regional District may, for whatever reason, terminate this Agreement on One (1) months' prior written notice to the Consultant, in which case the term of this Agreement shall expire upon the effective date set out in the aforesaid notice, and the Regional District shall have no further obligation to the Consultant for the balance of the term of this Agreement save and except as may exist on the termination date.

Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out the project.

In such event, the Consultant shall be paid by the Regional District for all Services performed and all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such termination. On said payment the Regional District shall have no further liability of any nature whatsoever to the Consultant for any loss of profit or any other losses suffered, either directly or indirectly, by the Consultant as a result of the termination of this Agreement.

7.4 The Consultant shall, upon termination, forthwith provide to the Regional District a reproducible copy of all materials used by the Consultant or prepared by the Consultant in regards to the Services.

7.5 The Consultant agrees that the termination or suspension of this Agreement or any change thereto does not operate as to relieve or discharge the Consultant from any obligation under this Agreement or imposed upon the Consultant by law in respect of the Services or any portion of the Services that the Consultant has completed to date or such termination or suspension. This indemnity shall survive the expiry or sooner termination of this Agreement.

By the Consultant :

7.6 If the Regional District is shown to be in default in performance of any of its material obligations set forth in this Agreement, then the Consultant may, by written notice to the Regional District, require such default to be corrected.

If, within seven (7) days after receipt of such notice such default shall not have been corrected, or reasonable steps have not been taken to correct such default, the Consultant may, without limiting any other right or remedy he may have, immediately terminate this Agreement. In such an event, the Consultant shall be paid by the Regional District for all Services performed and disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such termination.

7.7 If the Consultant's Services are suspended by the Regional District at any time for more than thirty (30) days through no fault of the Consultant, then the Consultant shall have the right at any time until such suspension is lifted by the Regional District, to terminate this Agreement upon giving written notice thereof to the Regional District.

In such event, the Consultant shall be paid by the Regional District for all Services performed and all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such suspension.

SECTION 8 INSURANCE AND INDEMNITY

- 8.1 The Consultant shall maintain in full force and effect with insurers licensed in the Province of British Columbia, all insurance as outlined on the attached **Certificate of Insurance – Standard Consultant’s Certificate Form** as provided by the Regional District. This form must be completed by the Consultant’s insurance broker and returned to the Regional District.:
- 8.2 The Consultant shall, at his expense, establish and maintain Errors and Omissions Insurance in respect to the Services and operations of the Consultant based on the following:
1. Preliminary Project where fees do not exceed \$15,000: Insurance limit shall be a minimum of \$250,000 per claim and \$500,000 per policy period.
 2. Studies with no designing required: Insurance limit shall be a minimum of \$500,000 per claim and \$1,000,000 per policy period.
 3. Design assignments and/ or planning services covering projects not exceeding \$1,000,000 in value: Insurance limit shall be a minimum of \$1,000,000 per claim and \$1,000,000 per policy period.
 4. Design assignments and/ or planning services covering projects exceeding \$1,000,000 in value: Insurance limit shall be a minimum of \$2,000,000 per claim.
- 8.3 The Consultant’s Professional Errors and Omissions Insurance shall be maintained continuously during the term of this Consulting Services Agreement and subsequently continue to be in force for twelve (12) months beyond the project completion date of Services (i.e., submission of Final Report, as approved in writing by the Regional District).

The Consultant will provide 30 days written notice in advance of cancelation of any policies.

- 8.4 General liability insurance must be obtained on an occurrence basis for the Consultant with limits of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage. Detailed coverage is to be as specified on the provided Standard Contractor’s Certificate Form.
- 8.5 The Consultant shall at all times indemnify, defend, release, hold harmless and forever discharge the Regional District, and the Regional District elected and appointed officials, officers, employees and agents from and against all liability, claims, damages, losses, costs, actions, causes of action, suits, proceedings and expenses at law and in equity, whether known or unknown, including all actual legal and other professional fees and disbursements on a full indemnity basis, whether arising directly or indirectly from death, personal or bodily injury, sickness, disease, property loss, property damage or other loss or damage which may result from or be connected with the performance of this Agreement, including any breach or default of this Agreement by the Consultant or its employee.

SECTION 9 ARBITRATION

- 9.1 All matters in dispute under this Agreement may, with the concurrence of both the Regional District and the Consultant, be submitted to arbitration to a single arbitrator appointed jointly by them and the provisions of the *Arbitration Act* shall apply.
- 9.2 No one shall be nominated to act as arbitrator who is in any way financially interested in the project or in the affairs of either the Regional District or the Consultant.

SECTION 10 INDEPENDENT CONTRACTOR

10.1 Nothing in this Agreement or the Consultant's performance of his duties under this Agreement shall constitute or create an employer-employee relationship. The Consultant shall act solely as an independent contractor and not as an employee or agent of the Regional District and is not authorized to create obligations on the part of the Regional District to third parties.

SECTION 11 WAIVER

11.1 Any failure of the Regional District at any time to enforce or require strict compliance with any of the terms of this Agreement shall not constitute a waiver or relinquishment of any such terms and the same shall remain at all times in full force and effect.

SECTION 12 RECORDS AND AUDIT

12.1 The Consultant shall keep reasonable and proper records, accounts, statements and other relevant documents for a period of not less than twelve (12) months after completion of the Project or for such extended period as the Regional District may request in advance and in writing.

12.2 The Consultant shall permit the Regional District to inspect, audit and copy all records, accounts, statements and other relevant documents of the Consultant relating to the Project at all reasonable business hours in the offices of the Consultant unless otherwise agreed in writing by the parties.

SECTION 13 SUCCESSORS AND ASSIGNS

13.1 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, administrators, successors and assigns, as the case may be.

13.2 Neither party may assign this Agreement without the prior consent in writing of the other, which consent shall not be unreasonably withheld.

SECTION 14 COMPLIANCE WITH LAWS

14.1 The Consultant shall comply with all applicable bylaws and regulations of the Regional District and all applicable laws of the Province of British Columbia and the Government of Canada. Without restricting the generality of the foregoing, the Consultant shall abide by all provisions of the Workers' Compensation Act of British Columbia and upon request by the Regional District shall supply proof that all assessments have been paid.

14.2 The laws of the Province of British Columbia shall govern this Agreement and any arbitration or litigation in respect thereof.

SECTION 15 TERM

15.1 The parties hereto agree that the Term of this Consulting Services Agreement will be from ___ to ___.

SECTION 16 ENTIRE AGREEMENT

16.1 This Agreement constitutes and expresses the whole Agreement of the parties with reference to the engagement of the Consultant by the Regional District.

SECTION 17 NOTICE

17.1 Except in the case of emergency, when notice may be given by telephone with later confirmation in writing, any notice, request, approval, demand or other communication which may be or is hereby required or permitted to be given under this Agreement shall be in writing and either delivered by hand or sent by facsimile transmission addressed as follows:

- (a) if to the Regional District:
101 Martin Street, Penticton, BC, V2A 5J9
Fax No. 250-492-0063; and
- (b) if to the Consultant:
(TO BE COMPLETED);

or at such other address or facsimile number, which notice has been given as provided in this section. Any notice which is delivered by hand will be deemed to have been given on the first day on which it is delivered. Any notice which is sent by facsimile transmission will be deemed to have been given on the first day after it is transmitted, provided that the sender obtains written confirmation of successful transmission. If a party will promptly give notice of its new address or facsimile number, or both, to such other parties provided in this section, whereupon such notice to such party will thereafter be sent to such new address or facsimile number.

SECTION 18 TIME OF THE ESSENCE

18.1 Time shall remain of the essence with respect to this Agreement.

SECTION 19 EXECUTION

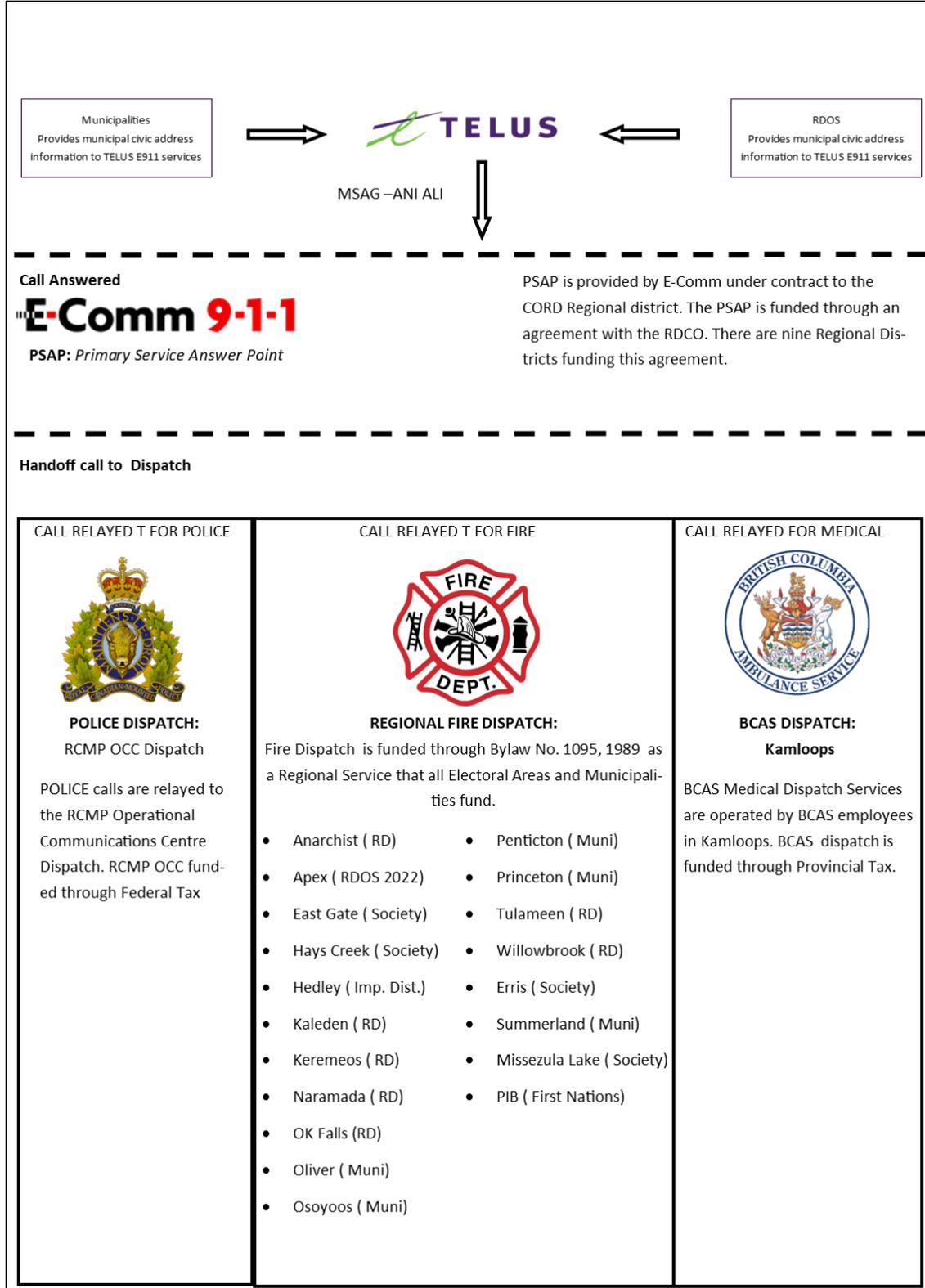
19.1 This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original and the counterparts together from a valid and binding agreement which may be sufficient evidence by any one such original counterpart.

19.2 In the event this Agreement is executed by two or more persons, the covenants and agreements herein shall be deemed to be joint and several covenants.

SECTION 20 ELECTRONIC MAIL

20.1 This Agreement may be executed by the parties and transmitted by facsimile or electronic mail and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties hereto had delivered an executed original of this Agreement.

SCHEDULE C – PUBLIC SAFETY ANSWERING POINT AND FIRE DISPATCH OVERVIEW



SCHEDULE D – RADIO INFRASTRUCTURE INVENTORY

Radio Infrastructure Inventory

| Site | Link, Repeater, or Base ¹ | Latitude | Longitude |
|--|--|---------------|----------------|
| Apex Mountain | Link | 49°22'51.00"N | 119°54'53.92"W |
| Penticton School District 67 – DATA Centre | Communication HUB Links to Kelowna Dispatch / RDOS Network Access Distribution point | 49°29'33.70"N | 119°34'59.67"W |
| Penticton SD Office | Link | 49°29'33.62"N | 119°34'59.61"W |
| Lost Moose | Link | 49°28'46.31"N | 119°30'27.36"W |
| Summerland Firehall | Repeater | 49°36'11.00"N | 119°40'57.01"W |
| Trout Creek Reservoir | Repeater | 49°34'38.52"N | 119°38'23.82"W |
| N' Kwala Mountain | Repeater | 49°31'44.71"N | 119°38'26.76"W |
| Kaleden Firehall | Repeater | 49°23'27.00"N | 119°35'46.00"W |
| OK Falls Firehall | Repeater | 49°20'33.00"N | 119°34'20.00"W |
| Willowbrook Firehall | Repeater | 49°15'57.29"N | 119°36'12.09"W |
| Wilson Mountain | Repeater | 49°11'4.90"N | 119°34'8.56"W |
| Anarchist Mountain | Repeater | 49° 1'40.44"N | 119°20'51.94"W |
| Pincushion Mountain | Repeater | 49°13'37.00"N | 119°48'20.00"W |
| Stirling Creek Site - Hedley | Repeater | 49°21'2.48"N | 120° 8'25.09"W |
| China Creek | Repeater | 49°28'14.73"N | 120°33'54.76" |
| Blakeburn Mountain | Repeater | 49°31'7.25"N | 120°44'16.81"W |
| Greyledge Mountain | Repeater | 49°23'08"N | 119°35'.59"W |
| Penticton Reservoir | Base/Interconnect | 49°28'55.89"N | 119°32'57.10"W |
| Summerland Fire Hall | Base/Interconnect | 49°36'11.00"N | 119°40'57.01"W |
| Naramata Fire Hall | Base/Interconnect | 49°35'26.00"N | 119°34'48.00"W |
| Penticton IB FH | Base/Interconnect | 49°30'19.00"N | 119°37'53.00"W |
| Kaleden Fire Hall | Base/Interconnect | 49°23'27.00"N | 119°35'46.00"W |
| OK Falls Fire Hall | Base/Interconnect | 49°20'33.00"N | 119°34'20.00"W |
| Willowbrook Fire Hall | Base/Interconnect | 49°15'57.29"N | 119°36'12.09"W |
| Oliver Fire Hall | Base/Interconnect | 49°10'37.91"N | 119°33'0.38"W |
| Osoyoos Fire Hall | Base/Interconnect | 49° 1'56.68"N | 119°28'6.99"W |
| Anarchist Fire Hall | Base/Interconnect | 49° 1'16.00"N | 119°22'39.00"W |
| Keremeos Fire Hall | Base/Interconnect | 49°12'19.05"N | 119°49'37.20"W |
| Hedley Fire Hall | Base/Interconnect | 49°21'26.01"N | 120° 4'35.12"W |
| Princeton Fire Hall | Base/Interconnect | 49°27'30.14"N | 120°30'36.36"W |

| | | | |
|-----------------------|-------------------|---------------|----------------|
| Tulameen Fire Hall | Base/Interconnect | 49°32'37.95"N | 120°45'27.46"W |
| Hayes Creek Fire Hall | Base/Interconnect | 49°42'45.85"N | 120°13'43.32"W |
| East Gate Fire Hall | Base/Interconnect | 49° 8'16.90"N | 120°36'51.54"W |
| Erris Fire Hall | Base/Interconnect | 49°32'24.92"N | 120°26'12.46"W |

SCHEDULE E – 2020 DISPATCH CALL VOLUMES

2020 Dispatch Call Volumes

| Fire Departments | 2020 Call Volume Emergency | 2020 Call Volume Non-emergency |
|--------------------------------------|---------------------------------------|---|
| Municipal Fire Departments | | |
| Penticton | 4313 | 398 |
| Summerland | 589 | 158 |
| Oliver | 255 | 2 |
| Osoyoos | 300 | 7 |
| Princeton | 205 | 41 |
| PIB | 119 | 3 |
| RDOS Fire Departments | | |
| Kaleden | 117 | 8 |
| Willowbrook | 14 | - |
| Naramata | 144 | 17 |
| Keremeos | 221 | 1 |
| Anarchist Mountain | 41 | - |
| Tulameen | 12 | - |
| OK Falls | 195 | 8 |
| Bragades & Societies | | |
| Apex | 4 | - |
| Erris | 7 | - |
| Hays Creek | 11 | - |
| East Gate | 7 | - |
| Headly | 23 | - |
| Alison Lake (no longer operational) | 2 | - |
| Missezula Lake | 1 | - |

Data received from the City of Kelowna Fire Department Dispatch Centre