



REQUEST FOR PROPOSAL No.

2019-CSD-02

Primary Public Safety Answering
Point (PPSAP) Services

For

Corporation of the
County of Huron

Closing: September 9, 2019 at
4:00 PM Local Time

Electronic submission to:
911@huroncounty.ca

PROPOSAL SUBMISSION FORM

REQUEST FOR PROPOSAL No. 2019-CSD-02
PROJECT: Primary Public Safety Answering Point
CLOSING: September 9, 2019 at 4:00 PM Local Time

I/WE Hereby, Submit My/our Proposal for the Provision of the Goods and/or Services as Described Within the Request for Proposal Document for the Above, Named Project.

I/WE, Have Carefully Examined the Documents and Have a Clear and Comprehensive Knowledge of the Requirements and Have Submitted All Relevant Data.

I/WE, Agree, If Selected, to Provide Those Goods and/or Services to the County in Accordance with the Terms, Conditions and Specifications/Terms of Reference Contained in the Proposal Document and in Our Submission.

I/We, Agree, That We Are in Receipt of Addendum _____ to _____ Inclusive, and the Proposal Price Includes Provisions Set out in Such Addendum.

I/We, Agree That the Undersigned is/are Authorized and Empowered to Sign and Submit this Proposal.

**THE HIGHEST SCORING PROPONENT OR ANY PROPOSAL NOT NECESSARILY
ACCEPTED AND THE COUNTY RESERVES THE RIGHT TO AWARD ANY
PORTION THEREOF**

Proponents Legal Name

Street Address

City/County

Postal Code

Print Name & Title of Person Signing for Company

e-mail address

Phone No.

Fax No.

Signed at _____ this _____ day of _____, 2019

Signature of Person Signing for Company

**THIS FORM SHALL BEAR AN ORIGINAL SIGNATURE (electronic), BY AN OFFICER WITH
AUTHORITY TO BIND THE COMPANY AND BE SUBMITTED TO BE A VALID OFFER**

DECLARATION OF DISCLOSURE

To: **THE CORPORATION OF THE COUNTY OF HURON**

Name of Company: _____

I/WE DECLARE that no person, Company, or corporation, other than the one whose proper officers is or are attached below, has any interest in this Proposal or in the Contract.

I/WE FURTHER DECLARE that this Proposal is in all respects fair and without collusion or fraud.

I/WE FURTHER DECLARE that no County employee, or member of Council (or their families) is, or will become interested directly or indirectly as a contracting party or otherwise in the performance of the Contract or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or any of the monies to be derived therefrom.

I/WE FURTHER DECLARE that the statements contained in the Proposal are in all respect true.

I/WE hereby propose and offer to enter into the Contract on the terms and conditions and under the provisions set forth in the Proposal, and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities and unit prices attached to this Proposal.

I/WE AGREE that this Proposal is an offer which is to continue open for acceptance until the formal Contract is executed by the Contractor or for 90 days following the Proposal closing date, whichever occurs first, and that the County may at any time within that period, and without notice, accept this Proposal whether any other Proposals had been previously accepted or not.

Signature of Authorized Signing Officer: _____

Print Name of Signing Officer: _____

Position: _____

Name of Company: _____

Date: _____

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SECTION 1 – SUMMARY OF THE OPPORTUNITY

Introduction

The County is in the process of selecting a Primary Public Safety Answering Point provider. The purpose of this RFP is to identify those service providers that have the interest, capability, and experience to supply the County with the requirements identified in this RFP.

Further details as to the scope of this opportunity and the requirements can be found in Sections 3-4 of this RFP.

Through this Request for Proposal, the County seeks to:

- Specify the terms and conditions that would govern the requested services and the resulting service level agreements
- Select a successful proponent, if any

This Request for Proposal states the instructions for submitting proposals, and the procedures and criteria by which the successful proponent will be selected.

Term of Agreement

The successful proponent(s) will arrange for migration services for the County's existing connected infrastructure and provide services for this infrastructure from approximately January 1, 2020 to December 31, 2024. Based on satisfactory performance and the quality of service, one subsequent renewal may be granted for up to an additional five years.

SECTION 2 – STANDARD TERMS AND CONDITIONS

Definitions

Throughout this Request for Proposals, the following definitions apply:

“Addenda” means all additional information regarding this RFP including amendments to the RFP;

“ALI” means Automatic Location Identification, a database feature that displays, to the PSAP or CERB and Remote Agencies, address location data with respect to a telephone line from which the 9-1-1 call originates.

“ANI” means Automatic Number Identification, a database feature that displays the telephone number of the primary exchange service that originates the 9-1-1 call.

“CERB” means Central Emergency Reporting Bureau, a communication center, which is the first point of reception of 9-1-1 calls. (Sometimes referred to as a Primary PSAP [Public Safety Answering Point]).

“Closing Location” includes the location or email address for submissions indicated in the Section 3 of this RFP;

“Closing Time” means the closing time and date for this RFP as set out on the cover page of this RFP;

“Contract” means the written agreement resulting from the RFP executed by the County and the successful Proponent;

“Contractor” means the successful Proponent to the RFP who enters into a Contract with the County;

“County” means the County of Huron;

“CRTC” means Canadian Radio-Television and Telecommunications Commission

“ESZ” means Emergency Service Zone, the geographic area served by a fire, police or ambulance service.

“MSAG” means Master Street Address Guide, the database that contains street names, addresses, routing codes and other data required for the management of Selecting Routing and Transfer, ALI, and ANI.

“Must”, or “Mandatory” means a requirement that must be met in order for a proposal to receive consideration;

“PSAP” Public Safety Answering Point, a communication center, which is the first point of reception of 9-1-1 calls. (Sometimes referred to as a CERB).

“PPSAP” Primary Public Safety Answering Point, a communication center, which is the first point of reception of 9-1-1 calls. (Sometimes referred to as a CERB).

“Proponent” means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP;

“Proposal” means a written response to the RFP that is submitted by a Proponent;

“Remote Agency” The communication center to which emergency calls are transferred from the CERB or PSAP, and which will be the Police, Fire or Ambulance agency, within each ESZ, responsible for dispatching emergency personnel.

“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 County by Addenda.

“Selective Routing and Transfer” Feature that automatically routes 9-1-1 calls to the appropriate CERB or PSAP or Remote Agency based upon the ANI of the telephone line from which the 9-1-1 call originates.

“9-1-1 Service PERS” Public Emergency Reporting Service, a telecommunications service provided by Bell pursuant to Bell Canada General Tariff Item 1400 to customers within a 9-1-1 Serving Area for the delivery of 9-1-1 calls to the CERB or PSAP and Remote Agencies.

“9-1-1 Serving Area” Geographic area, as determined by a given Municipality, from which 9-1-1 calls will be directed to a particular PSAP.

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 proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent’s proposal. If electronic submissions are to be accepted, then a scanned copy of the Proposal Submission Form included in this RFP including a signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound is acceptable.

Submission of Proposals

- a) Proposals must be submitted before Closing Time to the email address provided on the cover sheet using one of the submission methods set out in this RFP. The Proponent is solely responsible for ensuring that the County receives a complete Proposal, including all attachments or enclosures, before the Closing Time. Please notify the specified contact if alternative methods of delivery for proposal documents are required.
- b) For electronic submissions:
 - i. The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;

- ii. The maximum size of each attachment must be 15 MB or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent's internet service provider);
- iii. Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order and number of emails making up the email proposal submission (e.g. "email 1 of 3, email 2 of 3...");
- iv. For email proposal submissions sent through multiple emails the County reserves the right to seek clarification or reject the proposal if the County is unable to determine what documents constitute the complete proposal;
- v. Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The County may reject proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.
- vi. For email proposal submissions, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
- vii. The County strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
- viii. 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 County's email system.
- ix. While the County may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the County's electronic mail system rejects an email proposal submission for any reason, and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the County's Contact listed in Section 3 of this RFP immediately to arrange for an alternative submission method if:
 - a. The Proponent's email proposal submission is rejected by the County's electronic mail system; or
 - b. The Proponent does not receive a response email from the County confirming receipt of the email and all attachments prior to one hour before the closing time of the RFP.

- x. An alternate submission method may be made available, at the County's discretion, commencing one half hour before the Closing Time, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the County before the Closing Time. The County makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

Completeness of Proposal

By submitting a proposal the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

Proponents' Expenses

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a proposal and for subsequent finalizations with the County, if any. The County will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

General Services Agreement

Prior to commencing work on the project, the successful Proponent will enter into an agreement with the County of Huron in the form supplied by the County. A sample agreement, with general terms and conditions, is attached in Appendix C, which will be based on this Request for Proposal, any addenda to this Request for Proposal, and the Proponents Proposal, Detailed Work Plan and Costs.

Contract Documents and Order of Preference

The contract document shall consist of:

- a) An executed General Services Agreement;
- b) Addenda to the Request for Primary Public Safety Answering Point
- c) The Request for Primary Public Safety Answering Point, including its terms and conditions, Instructions to Proponents, Information Package, and Terms of Reference; and
- d) The Proponents Proposal, Detailed Work Plan, Budget and any subsequent negotiated changes.

Confidentiality

Confidentiality of records and information relating to this work must be maintained at all times. The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the County in order to obtain access to confidential materials relevant to preparing a proposal.

All correspondence, documentation and information provided by County staff to any Proponent in connection with, or arising out of this Request for Proposal (RFP) or the acceptance of any Proposal:

- remains the property of the County;
- must be treated as confidential;
- must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent contract.

Municipal Freedom of Information and Protection of Privacy Act

The Proponent acknowledges that any Proposal, Detailed Work Plan, and Pricing (the “Bid Submission”) submitted shall become a record belonging to the County of Huron and, therefore, are subject to the Municipal Freedom of Information and Protection of Privacy Act. This Provincial law gives individuals, businesses and other organizations a legal right to request records held by the County, subject to specific limitations.

The Proponent should be aware that it is possible that any records provided to the County, including, but not limited to, pricing, technical specifications, drawings, plans, audio-visual materials or information about staff, parties to the Bid Submission or suppliers could be requested under this law.

If the Proponent believes that all or part of the Bid Submission should be protected from release, the relevant part(s) should be clearly marked as confidential. Please note that this will not automatically protect the Bid Submission from release, but it will assist the County in making a determination on release, if a request is made.

At minimum, the identity of the Proponent, along with total bid amount and final scoring may be made public in the staff report to County Council.

All correspondence, documentation and information provided to the Evaluation Team may be reproduced for the purposes of evaluating the Proponent’s Bid Submission.

Conflict of Interest Statement

In its Proposal, the Proponent must disclose to the County any potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the County may, at its discretion, refuse to consider the Proposal. The Proponent must also disclose whether it is aware of any County employee,

Council member or member of a County agency, board or commission or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the County may, at its discretion, refuse to consider the Proposal or withhold the awarding of any agreement to the Proponent until the matter is resolved to the County's sole satisfaction.

If during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform the County. If the County requests, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.

No Lobbying

A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the County, including members of the evaluation committee and any elected officials of the County, or with the media, may result in disqualification of the Proponent.

Non Collusion

Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the County discovers there has been a breach of this requirement at any time, the County reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

The County's Right to Accept or Reject

The County of Huron reserves the right to reject any or all Proposals, including without limitation the lowest Proposal, and to award the Contract to whomever the County of Huron in its sole and absolute discretion deems appropriate notwithstanding any custom of the trade to the contrary nor anything contained in the Contract Documents or herein.

The County of Huron shall not, under any circumstance, be responsible for any costs incurred by the Proponent in the preparing of its Proposal.

Without limiting the generality of the foregoing, The County of Huron reserves the right, in its sole and absolute discretion, to accept or reject any Proposal which in the view of the County of Huron is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions and variations, which omits one or more prices, which contains prices the County of Huron considers unbalanced, or which is unaccompanied by a Bid Bond or Consent of Surety issued by a surety not acceptable to the County of Huron.

Criteria which may be used by the County of Huron in evaluating proposals and awarding the Contract are in the County of Huron's sole and absolute discretion and without limiting the generality of the foregoing, may include one or more of: price; total

cost to the County of Huron; reputation; claims history of the Proponent; qualifications and experience of the Proponent and its personnel; quality of services and personnel proposed by the Proponent; ability of the Proponent to ensure continuous availability of qualified and experienced personnel; the Project Schedule and Plan; the proposed Labour and Equipment; and the proposed Supervisory Staff.

Should the County of Huron not receive any proposal satisfactory to the County of Huron in its sole and absolute discretion, the County of Huron reserves the right to re-advertise the Request for Proposal, or negotiate a contract for the whole or any part of the Project with any one or more persons whatsoever, including one or more of the Proponents.

Liability for Errors

While the County has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the County, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

Proposal Evaluation Criteria

Proposals will be assessed in accordance with the evaluation criteria. The County will be under no obligation to receive further information, whether written or oral, from any Proponent. The County is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.

Proposals will be evaluated by an Evaluation Team comprised of appropriate staff members of the County and others, when applicable, and the Evaluation Team will contact those Proponents for interviews, if they deem necessary.

The County reserves the right to shortlist Proponents to a number of the top scoring Proponents. These short-listed Proponents must be prepared to: answer questions on their Proposal submission; clarify their Proposal, including a written response to a request for clarification, which shall then form part of the Proponent's Proposal; co-operate with the County with respect to interview scheduling, if required; and any other requirements as requested by the County. The lowest cost or highest scoring Proposal will not necessarily be accepted.

Disqualification of Proposals

Proposals which are incomplete or do not meet any of the mandatory requirements specified, or received after the Proposal Submission deadline, as received by the County on the date, time and place as outlined in this document will not be considered. Proponents are solely responsible for ensuring that Proposals are delivered as required.

No Adjustments to Proposals

No unilateral adjustments by Proponents to submitted Proposals will be permitted. Proponents may withdraw their Proposal prior to the closing date and time by notifying the County in writing. Proponents who have withdrawn a Proposal may submit a new Proposal which must be received by the County under the same terms as outlined in this document. After the closing date and time the Proposal is binding on the Proponent. If the County requires clarification of a Proponent's Proposal, that Proponent will provide a written response to a request for clarification, which shall then form part of the Proponent's Proposal.

Proposal Documents and Site Examination

All Proponents, before submission of their Proposal, shall have thoroughly examined all Proposal Documents, as well as the site(s) of the proposed Work (if applicable), in order to inform themselves of the conditions attending to the execution of the Work. Where applicable, the site information will be made available to all Proponents during the bidding period for review. If a Proponent finds discrepancies in, or omissions from, the Proposal Documents, or if in doubt as to the meaning, the Proponent shall notify the County. If required, an addendum will be issued for clarification.

Addendum

An addendum, should one be necessary, will be posted electronically, or in the case of a mandatory site meeting those companies that registered at the mandatory meeting. It is the responsibility of the Proponent to verify if any addendums have been posted. The County reserves the right to revise this RFP up to the Proposal Submission Date. Any revisions shall be included in Addenda to the RFP distributed to all Proponents. When an Addendum is issued the date for submitting Proposals may be changed by the County if, in its opinion, more time is necessary to enable Proponents to revise their Proposals. The Addendum shall state any changes to the Proposal Submission Date, all terms and conditions, which are not modified shall remain unchanged. All Proponents must acknowledge receipt of RFP documents and all Addenda in their Proposal.

Period of Validity of Proposals and Agreement

Unless otherwise specified, all proposals submitted shall be irrevocable for ninety (90) calendar days following the closing date.

Provisional Items

Items listed as provisional may or may not be included in the Contract Award.

The County reserves the right to diminish all or any portion of the items, listed as provisional at any time before, during or after the Contract Award and no claim shall be made for damages on grounds of loss of anticipated profit or for any other reason.

Contractor/Consultant/Service Provider Performance Evaluation

The County at any time during and/or after the completion of the Contract, may conduct a formal evaluation of the Proponent's performance using a performance evaluation form as established by the County. The results of the formal evaluation process shall be provided to the Proponent. If performance is unsatisfactory, the County may suspend the rights of any Proponent to bid on future requests for bids.

Resource Commitments

The successful Proponent must make available the appropriately skilled workers, Consultants or Subcontractors, as appropriate, and must be able to provide the necessary materials, tools, machinery, supplies, etc., to carry out the Contract. These resources must be available on a dedicated basis, as required, to carry out the Contract with due care, skill and efficiency. The selected Proponent will ensure that staff assigned to work on this Project have the necessary education, licenses and certifications where necessary.

Subcontractors

Unless the RFP states otherwise, the County will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The County will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-contractors, if applicable.

All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.

A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the County's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor or representative of the County involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the Municipal Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

Negotiations

The County may award a contract on the basis of initial Proposals received, without further discussions. Therefore, each Proposal should contain the Proponents best terms and information, including all required documentation, as listed in the RFP. The County reserves the right to enter into discussion/negotiations with the selected Proponent. If

the County and the selected Proponent cannot negotiate a satisfactory Contract, the County may, at its sole discretion, terminate negotiations and begin negotiations with the next selected Proponent and continue with the process until a satisfactory Contract is negotiated. No Proponent shall have any rights against the County arising from such negotiations.

Legislative and Licensing Requirements

All Proponents shall comply with all legislation and regulations, which are or may become, applicable to the services provided.

Prices

Prices quoted are to be in Canadian funds and are to remain firm and irrevocable and open for acceptance by the County for a period of 90 calendar days after the Official Closing Time indicated in this RFP.

Harmonized Sales Tax (HST)

The Proponent shall show separately, in the total Proposal pricing, all applicable HST and shall be responsible to verify with Customs and Excise Branch of Revenue Canada any rulings for payment of tax or tax exemptions.

Contract

By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the County on substantially the same terms and conditions set out in Appendix A, which forms part of this RFP, and such other terms and conditions to be finalized to the satisfaction of the County, if applicable.

Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

Contract Finalization Delay

If a written Contract cannot be finalized with provisions satisfactory to the County within thirty days of notification of the successful Proponent, the County may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

Legal Entities

The County reserves the right in its sole discretion to:

- a) disqualify a proposal if the County is not satisfied that the Proponent is clearly identified;

- b) prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the County that the Proponent has the power and capacity to enter into the Contract;
- c) not to enter into a Contract with a Proponent if the Proponent cannot satisfy the County that it is the same legal entity that submitted the Proponent's proposal;

Insurance

Without restricting the generality of Indemnification, the successful Proponent is required to maintain the following insurance coverage for the entire term of the Contract and any subsequent maintenance period. The Proponent shall provide the County of Huron with proof of insurance in a form of a certificate of insurance, or, if required by the County a copy of the policy. Proof of the insurance coverage shall be in a form satisfactory to the County prior to commencement of any work being performed.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way, nor cancelled by the Proponent until 90 days after written notice by registered mail of such change or cancellations has been delivered to the County of Huron.

There are to be no lapses in insurance at any time during the Contract. Failure for the Proponent to keep/maintain its Certificate of Insurance current will result in the Contract being terminated.

The following are the minimum insurance requirements of the County of Huron, in Canadian dollars:

1. The Proponent must, without limiting the Proponent's obligations or liabilities and at the Proponent's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Ontario in forms and amounts acceptable to the County:

(a) Commercial General Liability

The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- (a) A limit of liability of not less than \$2,000,000 per occurrence with an aggregate of not less than \$5,000,000
- (b) Add the Corporation of the County of Huron as an additional insured with respect to the operations of the Named Insured
- (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- (d) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)

- (e) Products and completed operations coverage
- (f) Broad Form Property Damage
- (g) Contractual Liability
- (h) Owners and Contractors Protective
- (i) The policy shall provide 30 days' prior notice of cancellation

(b) Professional Liability Insurance

Professional Liability Insurance

The proponent shall take out and keep in force Professional Liability insurance in the amount of \$5,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the County of Huron. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the County of Huron. The County of Huron has the right to request that an Extended Reporting Endorsement be purchased by the Proponent at the Proponent's sole expense.

Primary Coverage

The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

Certificate of Insurance

The proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

Section 3 – INSTRUCTIONS TO PROPONENTS

Proposal Requirements

The Proposal shall consist of the following:

- 1) A scanned copy of the Proposal Submission Form and the Declaration of Disclosure Form.

- 2) Proposals are limited to 25 pages, excluding forms, schedule, Proposal Submission Form, Declaration of Disclosure Form, addendums, and appendices.
- 3) No company brochures are to be submitted.
- 4) Resumes may be referred to in an appendix.

Submission Deadline

Submit an electronic copy of the Proposal and any other documentation, as specified, to 911@huroncounty.ca

Proposals will not be considered unless:

- received by the date and time specified – September 9, 2019 4:00PM Local Time; and
- received at the email address specified above; and
- contains the signed and scanned **Proposal Submission Form and Declaration of Disclosure Form** signed by an officer with authority to bind the Company.

Proposals will be opened shortly after the official closing time specified in the RFP.

The Proposals will be referred to an Evaluation Team for consideration and the award will be based on the Proposal that best meets the needs of the County of Huron.

Each Proponent, by submitting a signed Proposal, acknowledges that the Proponent has read, completely understands and accepts the terms and conditions of this RFP in full.

Schedule of Events

The following is a tentative schedule that will apply to this RFP, but may change in accordance with the County's needs or unforeseen circumstances.

Closing Date for Submissions: September 9, 2019 at 4:00 p.m. Local Time

Questions: September 4 - 6, 2019

Evaluation Period: September 12 - 20, 2019

Final Selection: September 23, 2019

RFP Award: October 2019

Communication

The Proponent is requested to identify one senior individual by name, address, and telephone number who will act as the Proponent's primary contact with the County with

regard to this project. It is the Proponent's responsibility to understand all aspects of the RFP and to obtain clarification if necessary before submitting their Proposal.

For information concerning the content of this RFP, please contact:

Abdul Rehman Mughal
Senior Manager of IT
County of Huron
57 Napier St, Goderich ON N7A 1W2
519-524-8394 x3289

SECTION 4 – SCOPE OF WORK AND REQUIREMENTS

Huron County is looking to contract with a qualified Respondent to provide an “Enhanced” 911 Answering Service, Public Safety Answering Point (PSAP). The goal is to identify qualified E9-1-1 service providers and select a provider that best meets the qualifications contained within this RFP. The successful respondent will be required to provide sufficient staffing, facilities and telecommunications equipment to meet the demands and responsibilities of answering and processing all 9-1-1 emergency calls. Within the County of Huron, 9-1-1 calls are received by a Primary Public Service Answering Point (PPSAP) and immediately transferred to a secondary communications agency (also referred to as secondary PSAP). Secondary communications agencies are dependent on the emergency service requested (either EMS, Police or Fire) and the geographical location of the emergency including data attached.

The PSAP will be responsible for handling calls for the County of Huron and its 9 Partner Municipalities, Ashfield-Colborne-Wawanosh, Bluewater, Central Huron, Goderich, Howick, Huron East, Morris-Turnberry, North Huron, and South Huron

In your submission, please identify how you will meet the following technical, management, and service requirements. Your proposal will be evaluated based on meeting these requirements.

Service Area Population and Call Volumes

The population of the service area is 59,000 (2016). The geographic area covered is 3,397 square kilometers. In 2018, 12,001 calls were received for an average of almost 33 calls per day.

Technical Requirements

For the provision of Enhanced 9-1-1 Services to the County of Huron, the service provider must have, at a minimum, the following technical requirements:

- A communications center that contains equipment to function as a Primary Public Safety Answering Point (PPSAP) for 24 hours a day, every day of the year.
- Must meet the 9-1-1 North American standard of calls being answered in 2 rings (6-8 seconds) at all times.
- Must operate from one Primary 9-1-1 Call Reception Communication Centre.
- Required to ensure product is NG911 compliant with the latest industry standards
- Disaster Recovery Plan / Contingency Plan in place including a Fully redundant service model
- PPSAP has uninterrupted emergency back-up equipment, back-up power, and backup communication center for the provision of E9-1-1 services.
- Communicator consoles that are equipped to receive and display all Bell PERS E9-1-1 ANI/ALI data, and associated information, received from an E9-1-1 caller within the County of Huron.
- Communicator consoles that are equipped to transfer, via conference call, the 9-1-1 caller to the requested emergency service (EMS, police or fire). The transfer is determined by pre-approved "Emergency Response Zones" as determined by the County of Huron and identified in the ANI/ALI information by Bell Canada.
- Maintain control of each 9-1-1 call until such call can be transferred to the appropriate Remote Agency and is within the control of the appropriate Remote Agency.
- Equipment is capable of recording, both in print and electronically, the ANI/ALI data received.
- Recorded data is retained at a minimum of 180 days. Individual 9-1-1 calls may be requested to be retained longer by the County of Huron.
- Communicator consoles that are equipped to receive 9-1-1 calls from hearing-voice impaired callers via TDD/TTY devices.
- Communicator consoles that is equipped to connect to external services for the provision of multi-language 9-1-1 caller interpretation.
- Constant access to Huron County 9-1-1 Staff to a web portal/site and monthly reports for the County of Huron and distributed electronically. (see Appendix A for detailed report information): Average 9-1-1 Call Statistics, Non-Emergency Call Statistics, Call Transfer Statistics, Wireless 9-1-1 Call Statistics, VoIP Statistics (future reporting)*, *VoIP (Voice Over Internet Protocol) Statistics
- Provide additional support to Huron County 9-1-1 Staff to retrieve and format information in the course of reviews, investigations and/or reports.
- As VoIP services become increasingly available within the County of Huron, the E9-1-1 service provider will be requested in the future to provide VoIP statistical information to the County of Huron. The manner in which this reporting shall occur will be subject to future dialogue between the County of Huron and the successful PPSAP provider.
- Software capable of producing recordings of individual 9-1-1 calls originating from the County of Huron and distributed electronically upon request.
- A description of technical capacity to receive 9-1-1 calls originating from Voice over Internet Protocol (VoIP) devices.
- Any upgrades and maintenance procedures will have no impact on 911 call processing or operations during the upgrading process.

Management Requirements

For the provision of Enhanced 9-1-1 Services to the County of Huron, the service provider must have, at a minimum, the following management requirements:

- Statement recognizing that the 9-1-1 data and recordings originating from within the County of Huron municipal boundary, or is transferred to the County of Huron's PPSAP provider, is the property of the County of Huron.
- The PPSAP is staffed with trained personnel 24 hours a day, 7 days a week.
- Supervisory staff is managing the PPSAP 24 hours a day, 7 days a week.
- Supervisory staff is available to the County of Huron's 9-1-1 System Specialists 24 hours a day, 7 days a week.
- Staffing for contracted services assured during any labour disruption (24/7 guaranteed).
- Management staff has a process to monitor CRTC decisions relative to 9-1-1 services, with specific attention to emerging wireless and VoIP technology and services.
- An identified console and staff are designated to receiving E9-1-1 calls from the County of Huron.
- Communication/operational calls received from other jurisdictions will not interfere with the performance of receiving E9-1-1 calls from the County of Huron.
- A written protocol is in place, and exercised, for the utilization of back-up PPSAP equipment, power and center.
- Procedure for overflow call-taking and handling at peak incident periods.
- Incident tracking, reporting and analysis.
- Statement recognizing that any request for 9-1-1 data is processed in accordance with the County of Huron 9-1-1 Policy and Procedure Manual. (Available upon request.)
- Requests for 9-1-1 data from the County of Huron are processed and delivered electronically within 5 business days of receiving the request.

Service Qualifications and References

The following information is also to be included in the RFP:

- Number of Years operating as a PPSAP
- Anticipated total annual volume of 9-1-1 Calls for each year.
- Ratio of staff to annual 9-1-1 call volume
- PPSAP Management Structure
- Qualification of Staff:
 - level of training for staff
 - percentage of staff with over 2 years of 9-1-1 communications experience
- Qualification of Management Staff
- Letters of Reference:

- minimum two letters of reference from municipal jurisdictions receiving emergency communications service

SECTION 5 – EVALUATION CRITERIA/SCORESHEET

Evaluation/Selection Process

An Evaluation Committee will review and evaluate all submissions, and Proposals that do not meet all of the mandatory criteria will be rejected without further consideration.

Proponents may be requested to provide additional information and/or clarify their submission.

Evaluation Criteria

Each response to this Request for Proposal will be evaluated by the County to determine the degree to which it responds to the requirements as set out and based on its demonstrated competence, compliance, format and organization. Because this is a Request for Proposal, other factors in addition to price will be considered when submissions are evaluated. The evaluation criteria is as follows:

	CRITERIA	MAX SCORE
1	Understanding the scope of work	5
2	RFP Administrative Requirements	5
3	Technical Requirements	30
4	Management Requirements	25
5	Service Qualifications and References	10
6	Cost	25
	Total Available Points	100

APPENDIX A

Price Sheet

COST

The County of Huron requires costing based on a per capita rate as per the following:

1. _____ x 2019 population estimate 59,399 (as determined by the Ontario Ministry of Finance)

The following tables identifies summary of population and household growth projections for the County of Huron. It should be noted that the growth projections may increase as the County and its constituent municipalities pursue economic development opportunities.

Year	Population Total	Year	Population Total
2017	59,344	2030	58,349
2018	59,397	2031	58,261
2019	59,399	2032	58,176
2020	59,355	2033	58,095
2021	59,266	2034	58,017
2022	59,135	2035	57,943
2023	59,018	2036	57,873
2024	58,911	2037	57,807
2025	58,812	2038	57,748
2026	58,717	2039	57,696
2027	58,625	2040	57,650
2028	58,533	2041	57,611
2029	58,441		

Source: Statistics Canada estimates, 2017, and Ontario Ministry of Finance projections.
<https://www.fin.gov.on.ca/en/economy/demographics/projections/table13.html>

APPENDIX B

Dispatch Information for Huron County

Location	EMS		Police		Fire	
	Agency	Dispatch	Agency	Dispatch	Agency	Dispatch
Ashfield-Colborne-Wawanosh	Huron County EMS	London CACC	Huron O.P.P.	London PCC	Goderich Fire Dept. Lucknow Fire Dept. North Huron Fire - Blyth Station	Goderich Hospital Tillsonburg Fire Owen Sound Police
Bluewater	Huron County EMS	London CACC	Huron O.P.P.	London PCC	Bayfield Fire Dept. Brucefield Fire Dept. Clinton Fire Dept. Dashwood Fire Dept. Exeter Fire Dept. Grand Bend Fire Dept. Hensall Fire Dept. Zurich Fire Dept.	Stratford Fire Stratford Fire Stratford Fire Tillsonburg Fire Tillsonburg Fire Lambton County Fire Stratford Fire Stratford Fire

Location	EMS		Police		Fire	
	Agency	Dispatch	Agency	Dispatch	Agency	Dispatch
Huron East	Huron County EMS	London CACC	Huron O.P.P.	London PCC	Brucefield Fire Dept. Brussels Fire Dept. Clinton Fire Dept. Grey Fire Dept. Hensall Fire Dept. Seaforth Fire Dept.	Stratford Fire Stratford Fire Stratford Fire Stratford Fire Stratford Fire Stratford Fire
Morris-Turnberry	Huron County EMS	London CACC	Huron O.P.P.	London PCC	Brussels Fire North Huron Fire - Blyth Station. North Huron Fire - Wingham Station	Stratford Fire Owen Sound Police Owen Sound Police

Location	EMS		Police		Fire	
	Agency	Dispatch	Agency	Dispatch	Agency	Dispatch
North Huron	Huron County EMS	London CACC	Huron O.P.P.	London PCC	North Huron Fire Dept. Blyth Fire Station North Huron Fire Dept. Wingham Fire Station.	Owen Sound Police North Huron Fire Dept. Wingham Fire Station.
South Huron	Huron County EMS	London CACC	Huron O.P.P.	London PCC	Dashwood Fire Dept. Exeter Fire Dept. Grand Bend Fire Dept. Huron Park Fire Dept.	Tillsonburg Fire Tillsonburg Fire Lambton County Fire Tillsonburg Fire

Location	EMS		Police		Fire	
	Agency	Dispatch	Agency	Dispatch	Agency	Dispatch
Central Huron	Huron County EMS	London CACC	Huron O.P.P.	London PCC	Bayfield Fire Dept. North Huron Fire Dept Blyth Station Clinton Fire Dept. Goderich Fire Dept. Seaforth Fire Dept.	Stratford Fire Owen Sound Police Stratford Fire Goderich Hospital Stratford Fire
Goderich	Huron County EMS	London CACC	Huron O.P.P.	London PCC	Goderich Fire Dept.	Goderich Hospital
Howick	Huron County EMS	London CACC	Huron O.P.P.	London PCC	Clifford Fire Dept. Howick Fire Dept	Guelph Fire Stratford Fire

APPENDIX C

Sample General Service Agreement

GENERAL SERVICE AGREEMENT



AGREEMENT FOR SERVICES

Dated the _____ day of _____, 20__.

BETWEEN:

@LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF CONTRACTOR (the
"Contractor") with the following specified address and fax number:
@ADDRESS

THE PARTY OF THE FIRST PART

AND:

THE CORPORATION OF THE COUNTY OF HURON

THE PARTY OF THE SECOND PART

The County wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the County and the Contractor agree as follows:

1 DEFINITIONS

General

In this Agreement, unless the context otherwise requires:

"Business Day" means a day, other than a Saturday or Sunday, on which County offices are open for normal business;

"Material" means, but is not limited to, records, reports, software, videos, studies, templates, compilations, collections of data and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor;

"Services" means the services described in Part 2 of Schedule A;

"Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and

“Term” means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor’s obligations under this Agreement.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by the County

2.6 The County may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the County provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the County in writing, which request the County must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

Changes and Alterations and Additional Services

2.10 In consultation with the Contractor, the County may in writing at any time after the commencement of the Agreement or the commencement of the Services, delete, extend, increase, vary or otherwise alter the Services required under this agreement.

2.11 In the event that the parties increase the overall Services required, the County shall, where appropriate, pay the Contractor for its additional fees and disbursements in accordance with Schedule B of this Agreement.

2.12 In the event that the parties decrease the overall Services required under this Agreement, the County may reduce the amounts prescribed, at its sole discretion, in accordance with Schedule B of this Agreement

2.13 In the event that the Contractor wishes to change the Services, a written proposal shall be submitted to the County detailing the need for and the changes in scope along with the associated fee adjustment. The Contractor must receive written approval of the changes from the County prior to the change coming into effect.

Subsequent Changes in the Budget, Project Schedule and Milestone Deliverables

2.14 The consultant will require prior written approval from the County for any of the following:

- (a) Any increase in the fees beyond those approved in Schedule B
- (b) Any change in the proposed Project schedule which results in a longer completion period than presented in Schedule A

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the County must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the County's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the County under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The County is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the County a written statement of account in a form satisfactory to the County upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

3.3 Without limiting section 9.1, the County may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the County and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the County to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the County.

Currency

3.4 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

3.5 If the Contractor is not a resident in Canada, the Contractor acknowledges that the County may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

3.6 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the County to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

3.7 The Contractor must:

apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the County has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and, immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the County.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the County as follows: except to the extent the Contractor has previously disclosed otherwise in writing to the County,

(i) all information, statements, documents and reports furnished or submitted by the Contractor to the County in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,

(ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and sub contractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and

(iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and, if the Contractor is not an individual,

(i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and

(ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule D.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule F.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all information produced, accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the County's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws; or
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement.

Restrictions on promotion

5.4 The Contractor must not, without the prior written approval of the County, refer for promotional purposes to the County being a customer of the Contractor or the County having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Matters respecting intellectual property

6.1 The Contractor shall transfer, assign and convey to the County, its successors and assigns, all of the Contractor's right, title, interest and ownership throughout the world, without reservation, in and to any materials, or documentation written or produced by or for the Contractor pursuant to or in connection with this Agreement in any medium of format, including but not limited to, reports, studies, templates, videos, compilations and collections of data, and related documentation (herein the "Intellectual Property")

6.2 The Contractor shall not incorporate into any deliverables anything that would restrict the right of the County to modify, further develop, or otherwise use the Intellectual Property.

6.3 The Contractor represents and warrants that, to the best of its knowledge, neither it nor the County will infringe any third party's intellectual property rights (including patent, copyright or industrial design) as a result of the performance of the Agreement or through the use of any services delivered by the Contractor in connection with the Agreement, and the Contractor shall, at its own expense, defend any suit that may arise in respect thereto and hold harmless and indemnify the County against all claims, demands, costs, charges and expenses arising from or incurred by any such infringement.

Ownership and Delivery of Material

6.4 All Material created by, produced by, or rendered by the Contractor under this Agreement is the sole property of the County.

6.5 On the earlier of completion of the Services and termination of this Agreement, the Contractor shall deliver to the County all materials in the Contractors possession relating to the Services, including, but not limited to all materials which are provided by the County to the Contractor under this Agreement; provided, however, the Contractor shall be entitled to retain a copy of all materials reasonably required to satisfy its internal record-keeping obligations and for no other purpose.

7 RECORDS AND REPORTS

Work reporting

7.1 Upon the County's request, the Contractor must fully inform the County of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the County. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

8.1 In addition to any other rights of inspection the County may have under statute or otherwise, the County may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the County's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the County of the County's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

9.1 The Contractor shall defend, indemnify and save harmless the County of Huron, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of

service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the County, its directors, elected officials, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Agreement, and shall survive this Agreement.

The Contractor agrees to defend, indemnify and save harmless the County of Huron from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

Insurance

9.2 The Contractor must comply with the Insurance Schedule attached as Schedule C.

Workers compensation

9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in Ontario or similar laws in other jurisdictions.

Health and Safety

9.4 The Contractor shall register as an employer or independent operator (as the case may be), with the Workplace Safety and Insurance Board (the "WSIB"). Prior to commencing the services, the Contractor shall provide the County with a Clearance Certificate Number. The Contractor shall maintain its account with the WSIB in good standing throughout the term of this Agreement. At no time may the Contractor proceed or continue with the Services under this Agreement in the absence of a current Clearance Certificate Number from the WSIB.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or

- (iv) a freight embargo
if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iv) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or

- (vi) the Contractor ceases, in the County's reasonable opinion, to carry on business as a going concern.

County's options on default

11.2 On the happening of an Event of Default, or at any time thereafter, the County may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity;
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a); or
- (d) in accordance with the County's Procurement policy, suspend the rights of any Contractor to bid on future bid requests.

Delay not a waiver

11.3 No failure or delay on the part of the County to exercise its rights in relation to an Event of Default will constitute a waiver by the County of such rights.

County's right to terminate other than for default

11.4 In addition to the County's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the County may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

11.5 Unless Schedule B otherwise provides, if the County terminates this Agreement under section 11.4:

- (a) the County must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the County's satisfaction before termination of this Agreement; and
- (b) the Contractor must, within 30 days of such termination, repay to the County any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the County has notified the Contractor in writing was not completed to the County's satisfaction before termination of this Agreement.

Discharge of liability

11.6 The payment by the County of the amount described in section 11.5(a) discharges the County from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the County of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
- (b) if the dispute is not resolved through mediation within 30 Business Days from the date that either party notifies the other in writing that such dispute or claim exists, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in in the County of Huron, Ontario, Canada.

Costs of mediation or arbitration

12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of an arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

13.1 (a) Any notice given by the Contractor to the County under this Agreement or any other document as prepared by the Contractor for the County shall be served personally or by sending same by regular mail or facsimile to:

The Corporation of the County of Huron
Attn: (name), (title)

(address)
Fax: (519) ***-****

or such other address as the County may from time to time designate by written notice to the Contractor.

(b) Any notice given by the County to the Contractor under this Agreement or any other document as prepared by the County for the Contractor shall be served personally or by sending same by regular mail or facsimile to:

[Contractors legal name]
Attn: (name), (title)
(address)
Fax: (519) ***-****

(c) Any notice given under this Agreement shall be deemed to have been served, in the case of personal service or facsimile, on the day it was served, and in the case of service via regular mail, on the third day next, following the day on which it was posted.

Change of address or fax number

13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

13.3 Neither party may assign this Agreement in whole or in part without the prior written consent of the other.

Subcontracting

13.4 No subcontract relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
(a) any person retained by the Contractor to perform obligations under this Agreement; and
(b) any person retained by a person described in paragraph (a) to perform those obligations
fully complies with this Agreement in performing the subcontracted obligations.

Waiver

13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

13.6 No modification of this Agreement, including the addition or reduction in services, is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

13.7 This Agreement and attached schedules and appendices (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

13.8 Sections 2.9, 3.1 to 3.3, 3.5, 3.6, 5.1 to 5.5, 6.1, 7.1, 7.2, 8.1, 9.1, 9.2, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the County; or
- (b) an agent of the County except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of County

13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the County.

Key Personnel

13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the County otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

13.13 The County must make available to the Contractor all information in the County’s possession which the County considers pertinent to the performance of the Services.

Conflict of interest

13.14 The Contractor must not provide any services to any person in circumstances which, in the County’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the County under this Agreement.

Time

13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

13.16 Conflicts among provisions of this Agreement will be resolved as follows:

- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
- (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the County in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the County of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and

the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

13.20 Any additional terms set out in the attached Schedule E apply to this Agreement.

Governing law

13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in Ontario.

AODA Compliant Deliverables

13.22 The Contractor shall ensure that any information, products, deliverables and/or communication (as defined in the Integrated Standards Regulation O. Reg. 191/11) produced pursuant to the above Agreement be in conformity with World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and be provided in accessible Word, Excel, PowerPoint, PDF, or other applicable format.

Accessible Customer Service Training Requirements – Contractors, Consultants and Service Providers

13.23 Third party contractors who deal with the public or other third parties on behalf of the County of Huron, as well as contractors who participate in developing County of Huron policies, practices or procedures governing the provision of goods and services to members of the public or other third parties, must comply with the Ontarians With Disabilities Act, 2005 (“AODA”), in particular the Accessibility Standards for Customer Service, O. Reg. 429/07 as well as the Integrated Accessibility Standards, O. Reg. 191/11.

In accordance with the requirements of section 6 of the Accessibility Standards for Customer Service and section 7 of the Integrated Accessibility Standard, contractors shall ensure that all of their employees, agents, volunteers or others for whom they are responsible receive training about the provision of goods and services provided to people with disabilities. The training should include a review of the purposes of the AODA and the requirements of the Customer Service Regulation, as well as instruction regarding all matters set out in section 6 of the Customer Service Regulation, the requirements of the accessibility standards referred to in the Integrated Regulation and on the Human Rights Code as it pertains to persons with disabilities.

Third party contractors and other service providers are to ensure that training records are maintained, including dates when training is provided, the number of personnel who receive training and individual training records. Contractors are required to complete the County of Huron AODA Contractor Compliance Form, Schedule G, and keep on file to ensure that this information is available if requested by the County of Huron.

14 INTERPRETATION

14.1 In this Agreement:

“includes” and “including” are not intended to be limiting;

- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the County are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of Ontario by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____ Signature(s)</p> <p>_____ Print Name(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the County by its duly authorized representative:</p> <p>_____ Signature</p> <p>_____ Print Name</p>
---	--

<u>Print Title(s)</u>	<u>Print Title</u>
-----------------------	--------------------

Schedule A – Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, The term of this Agreement commences on _____ and ends on _____.
- 2.

PART 2. SERVICES:

Reporting requirements

PART 3. RELATED DOCUMENTATION:

PART 4. KEY PERSONNEL:

Schedule B – Fees and Expenses - SAMPLE

1. MAXIMUM AMOUNT PAYABLE:

M

2. FEES:

3. EXPENSES:

Statements of Account:

5. PAYMENTS DUE:

Schedule C – Insurance

Schedule D – Privacy Protection Schedule

Definitions

1. In this Schedule,
 “access” means disclosure by the provision of access;
 “Act” means the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*;
 “contact information” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 “personal information” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the County and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the County to comply with the County's statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the County otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the County otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the County otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the County to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the County to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the County, the Contractor must promptly advise the person to make the request to the County unless the Agreement expressly requires the Contractor to provide such access and, if the County has advised the Contractor of the name or title and contact information of an official of the County to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the County to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the County must advise the Contractor of the date the correction request to which the direction relates was received by the County in order that the Contractor may comply with section 10.
10. Within 5 Business Days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the County, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the County, the Contractor must promptly advise the person to make the request to the County and, if the County has advised the Contractor of the name or title and contact information of an official of the County to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the County otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the County in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the County otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the County otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the County if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the County otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of unauthorized disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 32 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the County. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 32 of the Act.

Inspection of personal information

19. In addition to any other rights of inspection the County may have under the Agreement or under statute, the County may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

20. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the County under this Schedule.

21. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

22. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the County of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

23. In addition to any other rights of termination which the County may have under the Agreement or otherwise at law, the County may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

24. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
25. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
26. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
27. If a provision of the Agreement (including any direction given by the County under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
28. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 29, the law of any jurisdiction outside Canada.
29. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule E – Additional Terms

Schedule F – Security Schedule

Definitions

1. In this Schedule,
 - (a) “Equipment” means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
 - (b) “Facilities” means any facilities at which the Contractor provides or is to provide the Services;
 - (c) “Information” means information
 - (i) in the Material, or
 - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
 - (d) “Record” means a “record” as defined in the *Interpretation Act*;
 - (e) “Sensitive Information” means information that is “personal information” as defined in the *Municipal Freedom of Information and Protection of Privacy Act*.
 - (f) “Services Worker” means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
 - (i) the Contractor or a subcontractor if an individual, or
 - (ii) an employee or volunteer of the Contractor or of a subcontractor.

Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the

Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker activity logging

4. The Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) their access to Sensitive Information; and
 - (b) other matters specified by the County in writing for the purposes of this section.

Facilities and Equipment protection and access control

5. The Contractor must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 - (b) limit access to Facilities and Equipment of the Contractor
 - (i) being used by the Contractor to provide the Services, or
 - (ii) that may be used by someone to access Informationto those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
6. If the County makes available to the Contractor any Facilities or Equipment of the County for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the County on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

7. The Contractor must create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and

Integrity of Information

8. The Contractor must create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
9. For the purposes of section 8, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the County, the Information has:
 - (a) remained as complete as when it was acquired or accessed by the Contractor; and
 - (b) not been altered in any material respect.

Documentation of changes to processes

10. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 5, 7 and 8.

Notice of security breaches

11. If Contractor becomes aware that:
 - (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
 - (b) unauthorized access to Facilities or Equipmenthas occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the County of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the County as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

12. If the County decides to conduct a review of a matter described in section 11 (whether or not the matter came to the attention of the County as a result of a notification under section 11), the Contractor must, on the request of the County, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Retention of Records

13. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the County in writing to dispose of them or deliver them as specified in the direction.

Storage of Records

14. Until disposed of or delivered in accordance with section 13, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of the Agreement.

Audit

15. In addition to any other rights of inspection the County may have under the Agreement or under statute, the County may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the County's discretion, copy:

- (a) any Records in the possession of the Contractor containing Information; or
- (b) any of the Contractor's Information management policies or processes (including the processes described in sections 5, 7 and 8 and the logs described in sections 4 and 10) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to the exercise by the County of the County's rights under this section.

Termination of Agreement

18. In addition to any other rights of termination which the County may have under the Agreement or otherwise at law, the County may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

19. In this Schedule, unless otherwise specified:
 - (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.

21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
 - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
 - (b) a documented process required by this Schedule to be created or maintained by the Contractorthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

Schedule G – AODA Contractor Compliance Statement Form

I/We, certify that we are in full compliance with the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11) under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and have provided the necessary training to staff (employees, agents, volunteers, or others for whom we are responsible).

I/We are required to comply with all relevant/applicable and any future additions or modification to legislation as they become enacted to accessibility standards and regulations.

In accordance with the requirements of Ontario Regulation 191/11 the training that I/We provided includes the following content:

1. A review of the purpose and requirements of the Accessibility for Ontarians with Disabilities Act and the Human Rights Code;
2. The accessibility standards referred to in the Integrated Accessibility Standards Regulation.

The necessary training will be delivered on an ongoing basis to new staff (employees, agents, volunteers, or others for whom we are responsible) prior to providing goods or services to, or on behalf of, the County of Huron.

I/We shall ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. I/We are to ensure that this information is available to the County of Huron, any time during the Term of the Contract.

I/We shall only assign those staff who have successfully completed training, in accordance with O. Reg. 191/11, to provide services to, or on behalf of, the County of Huron.

Training resources:

- Access Forward: Training for an Accessible Ontario - www.accessforward.ca
- Province of Ontario: <https://www.ontario.ca/page/how-make-customer-service-accessible>
- Human Rights Code Training - www.ohrc.on.ca
- County of Huron Accessibility - <https://www.huroncounty.ca/administration/accessibility/>

Company Name:

Address:

Town:

Postal Code:

Name(s):

Titles(s):

Signature(s):

Date:

I/We have the authority to bind the Company.

For further information please contact the Accessibility Advisory Committee.

Huron County Accessibility Advisory Committee
1 Courthouse Square
Goderich, ON
N7A 1M2

Telephone: 519.524.8394, ext 3257
Email: accessibility@huroncounty.ca