

## TOWN OF SOUTH BRUCE PENINSULA

### REQUEST FOR PROPOSAL FIRE 12-01

#### Fire Dispatch Services

The Town will be receiving proposal bids for the provision of fire dispatch service (page-only) within the geographic location identified in this RFP. Request for Proposal packages are available at Town Hall and on the Town website.

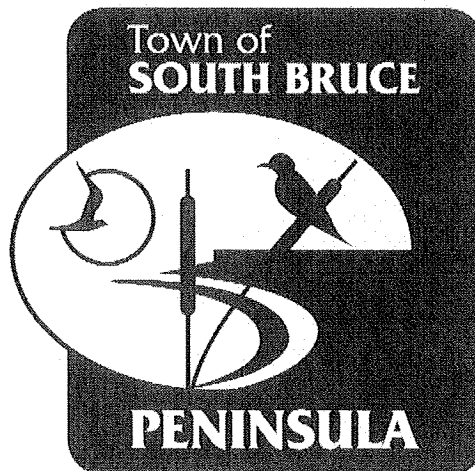
Sealed bids will be received by the undersigned until 12:00 noon on February 24, 2012. The opening will take place on February 24, 2012 at 1:00 pm in the Council Chambers located at 315 George St, Wiarton, ON N0H2T0

The Town of South Bruce Peninsula reserves the right to award or not award the quotation to any bidder.

**Daniel Robinson**  
**Fire Chief**  
**Town of South Bruce Peninsula**  
**PO Box 310, 315 George Street**  
**Warton ON N0H 2T0**  
**519-534-1400**  
**[www.southbrucepeninsula.com](http://www.southbrucepeninsula.com)**

# **REQUEST FOR PROPOSAL FIRE DISPATCH SERVICES**

## **FIRE 12-01**



**RFP CLOSING: FEBRUARY 24, 2012 at 12:00 noon.  
RFP's will be opened in the Council Chambers  
at 315 George Street, Warton, ON N0H2T0  
at 1:00 pm on February 24, 2012.**

**Daniel Robinson  
Manager of Emergency Services  
Town of South Bruce Peninsula  
315 George Street  
PO Box 310  
Warton ON N0H 2T0**

# **THE TOWN OF SOUTH BRUCE PENINSULA REQUEST FOR PROPOSAL – FIRE DISPATCH SERVICES**

## **FIRE 12-01**

The Town of South Bruce Peninsula is inviting a proposal for the provision of fire dispatch service within the geographic location identified in this RFP. All proposals should include the requirements set out in this RFP.

### **1) Executive Summary**

The Town of South Bruce Peninsula is a lower tier municipality in the County of Bruce, on the southern portion of the Bruce Peninsula. It was formed in January 1999 with the amalgamation of the former Townships of Albemarle and Amabel, the Village of Hepworth and the Town of Wiarton.

The Town of South Bruce Peninsula is a unique and diverse municipality. It boasts a permanent population of 8050, a seasonal population of 6,900 and a tourist population which can exceed 20,000 in one weekend. The Town also provides fire protection services to an area of Georgian Bluffs that consists of a population of approximately 2500.

Total call volumes over the last three years have been; 2009 – 315, 2010 – 266, 2011 – 238.

The Town of South Bruce Peninsula is requesting proposals from qualified dispatch providers for the provision of fire dispatch services for the Town of South Bruce Peninsula. The dispatching services provided shall include “page only” service for fire protection personnel.

### **2) Instructions to Proponents**

#### **2.1 Specific Responsibilities of the Proponent**

The selected proponent(s) will:

- Have knowledge and previous experience working with public sector organizations in providing dispatch services;

#### **2.2 Proposal Submission Contents**

All proponents must adhere to the procedures included in Policy TR.17.1 Appendix 15 a copy of which is attached.

Proposals should include information outlined in this section:

- 2.2.1 Proponent's proposal shall provide a brief statement of introduction and overview of the scope and understanding of the Fire Dispatch Service.
- 2.2.2 Proponents shall identify their corporate, administrative and management capability with regard to providing the requested service.
- 2.2.3 Proponents should provide a copy of any strategic plans set by the company and written comments relating to:
  - (a) identified risks to current dispatch business model and mitigation strategies
  - (b) funding sources and risk associated with loss of key clients;
  - (c) basis on which client rates are set and cost adjustment mechanisms; and
- 2.2.4 Proponents shall identify the standards to which they operate citing the applicable NFPA or other references.
- 2.2.5 Proponents should provide the following information relating to their current dispatch facility, equipment, computer hardware and software:
  - (a) Sketches/drawings or pictures or current facility layout and approved upgrades;
  - (b) Detailed description of dispatch equipment/hardware;
  - (c) Computer Aided Dispatch System currently in use including whether it includes an integrated CAD map to display pending and active incidents;
  - (d) CAD vendor and version currently used;
  - (e) Description of how the proponents dispatch facility will be linked to the Town of South Bruce Peninsula and how paging will be managed.
  - (f) Samples of reports provided to existing clients; and
  - (g) Business continuity strategy with an explanation of how dispatch services will be provided from an alternate site including how often this site is tested.
- 2.2.6 Proponents shall provide information relating to their personnel and training including:
  - (a) description of initial dispatcher training and ongoing training;
  - (b) certification
  - (c) job descriptions of dispatch personnel
  - (d) staffing levels
  - (e) capacity to staff during major emergency events.

- 2.2.7 Proponents should provide an implementation timeline with their submissions.
- 2.2.8 Proponents should provide a copy of their standard dispatch contract.
- 2.2.9 A proposed breakdown of fees and related costs for this project. Respondents are to provide itemized listings of all fees and costs for this project with stated total upset fee including all costs, all reimbursements, travel, office and overhead expenses, all meetings, interviews and all other costs including taxes. The Town may reject proposals with an open fee structure which allows for extra costs following the award of this project to a successful respondent.
- 2.2.10 At least two references and a client list with examples of similar completed service agreements.
- 2.2.11 Any potential conflict of interests in accepting this assignment and/or an explanation how such conflicts would be managed.
- 2.2.12 Details relating to any insurance coverage you or your firm carry and how it would relate to the protection of the Town. (Note: Successful proponents will be required to enter into a contract agreement with the Town and be required to meet requirements set out in Policy TR.17.1. including insurance and WSIB provisions. Appendix 16 is attached for your information.)
- 2.2.13 Any other information you feel may be relevant in consideration of your proposal.
- 2.2.14 A completed "Statement By Bidder" form (Included as Appendix A to this RFP)

### **3) Information, Questions and Addenda Issuance**

Questions regarding this request for proposal should be directed to:

Daniel Robinson, Manager of Emergency Services  
by using one of the following methods:

Email: [firedept@bmts.com](mailto:firedept@bmts.com)

Fax: 519-534-4976

Telephone: 519-534-1400 or 1-877-534-1400 ext. 142

In Person: 315 George Street, Warton ON

## **Addenda Issuance**

If an addenda is issued it will be posted on the Town website [www.southbrucepeninsula.com](http://www.southbrucepeninsula.com). It is the responsibility of the proponent to be aware of any addenda related to this RFP.

### **4) Selection Criteria**

The Town will evaluate proposals and, if a proponent is selected, select the proponent on the basis of:

1. The proponent's ability to Meet or exceed the requirements of NFPA 1221.
2. The proponent's relevant experience, qualifications and success in meeting the scope of services included in this RFP
3. The proposed cost of the service (although price is not required to be the determinative factor)

### **5) Submission of Proposals**

Submissions will be accepted in sealed envelopes marked "Confidential" and clearly identified as "Request for Proposal – Fire Dispatch Services, FIRE 12-01". Submissions may be mailed or delivered and must be received by at 12:00 noon to the address shown below:

Town of South Bruce Peninsula  
315 George Street  
PO Box 310  
Warton ON N0H 2T0  
Attention: Daniel Robinson  
Fire Chief

The Town reserves the right, in its absolute discretion to accept Proposals which are deemed to be most advantageous to itself, and the right to reject any and all proposals in each case without giving any notice. Proposals which contain conditions or otherwise fail to conform to the Instructions to Proponents may be disqualified or rejected. The Town reserves the right to waive any irregularities and/or noncompliance and accept or reject any or all submissions, or any part of any proposal, for any reason. Nothing herein obliges the Town to consider any submission or to accept and/or purchase services from any proponent.

No proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this proposal, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

The Town also reserves the right to: modify specific details and deadlines, cancel this request for proposal at any time prior to or following the stated proposal closing time, consider consultants who have not responded to this proposal, request additional information if deemed necessary by the Town and to take any steps whatsoever the Town deems necessary to select a successful proponent for the project stated.

APPENDIX A

THE TOWN OF SOUTH BRUCE PENINSULA  
REQUEST FOR PROPOSAL – FIRE DISPATCH SERVICES

FIRE 12-01

STATEMENT BY BIDDER:

1. I/We have read and understand all of the terms and conditions of the forms included as part of this bid package.
2. I/We understand that if our bid is successful, all requirements of the successful bidder as outlined in this bid document will be completed by the time and in the format required.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

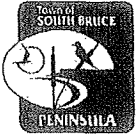
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Printed Name of Authorized Person

\_\_\_\_\_  
Position

Please include this "Statement by Bidder" form with your bid submission.



Policy – TR.17.1  
Appendix - 15

PURCHASING PROCEDURES FOR BIDDERS

The following are the general purchasing procedures for The Town of South Bruce Peninsula that are to be included as an attachment to all formal bid documents. All bidders must adhere to the following procedures.

1. The following procedures shall be followed explicitly. Changes to any of these procedures shall be done only in writing by the Manager responsible for such bid document, to be given to all persons bidding. Copies of these procedures shall be given to every person intending to submit pricing for goods or services and a statement shall be signed and submitted with every bid submission that these procedures have been read and understood by the bidder.
2. All bid submissions must be properly signed and sealed or witnessed and placed in an envelope with the Submission Label affixed or the following information clearly labeled, bid document number, opening date, company name and address and submitted to the Manager responsible at the location detailed in the bid document, before the date and time specified in the bid document.
3. All submitted bids shall have the date and time of receipt noted on the face of the envelope.
4. Bids received later than the time specified will not be accepted, regardless of any postal seal date and such bids will not be opened but will be retained the Town as part of the tender file in accordance with the retention bylaw.
5. All bids shall be submitted in one envelope, with the Submission Label attached or the following information clearly labeled, bid document number, opening date, company name and address and shall contain all of the bid documents required at time of closing as stated in the bid document. The Submission Label or required information must be completed in full by the bidder. Envelopes will not be supplied.
6. All bids will be opened at a time announced by the Manager responsible as soon after the closing as is practical. Such bid opening shall be open to the public and the Manager responsible and one additional witness shall attend. The names of the Manager and witness shall be recorded.
7. Upon opening, if the envelope does not contain the appropriate documentation as required, the bid will be declared as informal. The Manager and witness will

review the bids immediately after bid closing. If it is confirmed that the bid does not comply with the requirements at time of closing, the bid will be rejected. Written confirmation of the bids rejected will be forwarded to the bidder by the Manager responsible.

8. When the Manager /designate checking bid submission compliance is satisfied that the bid submission contains the proper forms and information, the total price bid will be quoted publicly. All bid compliancy will again be reviewed by the using department.
9. No announcement concerning the successful bid will be made at the opening. A complete report and analysis shall be prepared by the appropriate Manager or Consultant as the case may be, to be submitted to Council for a decision, where applicable.
10. Bidders shall carefully examine and study all of the bid documentation, drawings, specifications, site of the work (if applicable) etc., in order to satisfy themselves by examination as to all conditions affecting the contract as the detailed requirements to fulfill the contract.
11. The Corporation of The Town of South Bruce Peninsula reserves the right to reject any or all bids for any reason whatsoever and to accept any bid considered best for its interest.
12. Any bidder will be permitted to withdraw his/her unopened bid submission after it has been deposited with the Manager, provided such request for withdrawal is received in writing prior to the time appointed by the Manager for the opening of such bids.
13. More than one bid submission from an individual firm, partnership, corporation or association under the same or different names will not be considered. Collusion between bidders will be sufficient cause for rejection of all bids so affected.
14. The bidder may submit alternative prices on any item for consideration. The Corporation reserves the right to waive informalities at its discretion. The Corporation shall be the sole judge of such matters.
15. Bids which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected as informal. The bidder may, however, submit alternative prices on any item for consideration. The Corporation reserves the right to waive informalities at its discretion.

16. Bids containing prices that are unbalanced and are likely to affect adversely the interest of the Corporation, may be rejected. The Corporation shall be the sole judge of such matters.
17. Should a bidder find discrepancies in, or omissions from the bid documents, or should he/she be in doubt as to meaning, he/she shall clarify them with the appropriate Manager or Consultant as the case may be, who may send an addendum to all bidders. No oral explanation or interpretation.
18. All bids must be on the form supplied by the Town and be signed and sealed by the bidder. A bid submitted by a Corporation shall bear the Corporation Seal and the signature of a duly authorized officer or officers who may be required to present evidence of his/her or their authority to sign. Where a bid is a joint venture shall comply individually with this direction.
19. Where sub-trades are to be used, a complete list showing sub-trade name, owners, phone numbers and addresses shall accompany the bid submission. The amount of indebtedness to the sub-trade for works to be performed shall be clearly shown on the list. Sub-trades may be changed by the main contractor but only on written approval by the appropriate Manager or the Consultant of the Town.
20. The Contractor shall insert the firm's WSIB account number in the space provided on the Bid Form (as applicable). This number is required in order to verify the firm's standing with the Board at the time of the recommendation to award this contract.
21. Any contingency allowance to be included shall be stated by the Town and no bidder shall include any contingency allowance in any bid.
22. The estimate of quantities as shown in the bid document shall be used as a basis of calculation upon which the award of contract will be made. These quantities are not guaranteed to be accurate and are furnished without any liability on the part of the Corporation.
23. Whenever in a bid submission the amount bid for an item does not agree with the extension of the estimated quantity and the bid unit price, the unit price shall govern and the amount of the total bid price shall be corrected accordingly.
24. The unit price or lump sum price for all items in the Schedule of Quantities and Unit Prices shall be deemed to be full compensation for all the works including all necessary labour, equipment and materials specified in the Special Provisions, standard specifications and supplemental specifications.

25. The appropriate Manager will notify the successful bidder of the contract award within two to five business days after the Council meeting that considers the bid.
26. When bid deposits are a requirement of the bid document, they must be submitted in full compliance of the bid and in adherence with the following:
  - 26.1 It is noted that the bid deposit cheque, money order, Canadian currency, letter of credit or bid bond is a guarantee that the contractor or supplier will execute a contract agreement with the Town for the delivery of the services, material or equipment provided for in the applicable bid document. In the event that a bidder or contractor fails to execute a contract agreement or supply the requested documentation with the Town when requested to do so, the bidder shall be deemed to be in default and the Town will have full unencumbered right to cash any bid deposit cheque, money order or act upon a bid bond or letter of credit in its possession relating to the specific bid document for default of the bidder and the Town has full, unfettered rights to use the funds in its sole discretion and any bidder who has defaulted as herein shall have no claim whatsoever against the Town for such action taken by the Town.
  - 26.2 All cheques, bonds, letters of credit or money orders shall be payable to the Corporation of The Town of South Bruce Peninsula. The Town of South Bruce Peninsula, within ten (10) days after the close of the bids shall return all bid deposits except the lowest bid and the next lowest bid unless some anomalies are found in the analysis of the two lowest bids in which case the third lowest bid deposit will be retained. The bid deposits retained by the Town shall be released after execution of the contract agreement and submission to the Corporation of all documents required for the contract. If the bidder refuses or neglects to execute the contract agreement or to submit the required documents as specified by the Town in its bid documents within three weeks after the date of contract award, the Corporation at its sole discretion, may cash the deposit and such deposit shall be subject to forfeiture.
  - 26.3 Bidders shall note that no interest will be paid on any bid deposit.
  - 26.4 Agreement to Bond shall be in a form established by The Town of South Bruce Peninsula if a format is provided in the bid document. If not, the format provided by the bonding company is sufficient.
27. After notification of award, the successful bidder will be responsible for

adhering to the following as applicable to the bid document requirements.

- 27.1 The successful bidder shall be bound to execute the contract agreement and to file satisfactory bonds, insurance policies and WSIB clearance letter, as required herein, with the Corporation within three weeks of the date of contract award and shall be maintained until contract completion.
- 27.2 Failure to execute the contract or to file satisfactory bond, insurance policies and WSIB clearance letter as required by the bid document within the specified time period shall be just cause for the cancellation of the contract award and the forfeiture of the bid deposit to the Corporation, not as penalty, but in liquidation of damages sustained. The Corporation shall then have the right to award the contract to any other bidder or to reissue the bid document.
- 27.3 Upon award of the contract, and where required the Contractor must furnish to the Corporation, at his/her cost, a Performance Bond in the amount specified in the bid documents. Such bond must be satisfactory to the Corporation.
- 27.4 The Performance Bond shall unconditionally guarantee that the work will be satisfactorily completed or materials supplied or both within the terms of the contract up to the face value of the bond. In other words, the bonding company will be liable whenever the Contractor is liable. Without limiting the generality of the foregoing, such bond shall cover extensions to the contract, modifications thereof, and twelve month maintenance guarantee. The bonding company shall NOT replace a prime Contractor or Sub-Contractor without prior approval of the appropriate Manager or Consultant of the Town.
- 27.5 Upon award of the contract, the Contractor must furnish to the Corporation, at his/her cost, a CERTIFIED copy of a liability insurance policy as detailed in the bid document. All minimum coverage is detailed below:
- \$2 million – general liability and automobile liability policies
  - \$2 million – homeowners (e.g. for rental of facilities)
  - \$5 million – general liability and automobile liability policies – for contract work done for most Public Works and Environmental Services Department projects
  - \$2 million – professional errors and omissions liability
  - Builder's Risk – the amount of the project cost

Such policy shall contain:

- 27.5.1 a "Cross Liability" clause or endorsement;
  - 27.5.2 an endorsement certifying that The Town of South Bruce Peninsula and (insert bidder) is included as an additional named insured;
  - 27.5.3 an endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Corporation.
- 27.6 The Contractor's Liability Insurance Policy shall not contain any exclusions of liability for damage, etc. to property, building or land arising from:
- 27.6.1 the removal or weakening of support of any property, building or land whether such support be natural or otherwise;
  - 27.6.2 the use of explosives for blasting;
  - 27.6.3 the vibration from pile driving or caisson work, provided that the minimum coverage for any such loss or damage shall be \$5,000,000.00
- 27.7 The Liability Insurance Policy and/or endorsements shall be satisfactory to the Corporation.
- 27.8 If required upon award of contract, the Contractor shall maintain and pay for a Builder's All Risk Policy satisfactory to the Corporation in the joint names of the Corporation and the Contractor, in the amount of 100 percent of the total value of the contract. All monies paid under such insurance shall be received by the Corporation, which shall pay as much of it as may be required for the purpose of replacing, rebuilding, or repairing the work and all such material which has been damaged, or destroyed according to the appropriate Manager or Consultants certificate and the balance, if any, shall be paid to the Contractor on completion. Such replacing, rebuilding, repairing and completion shall be carried out in every way subject to the terms and conditions of the contract. The Builder's All Risks Policy shall remain in the custody of the Corporation and shall be kept in force by the Contractor until the work has been completed and accepted in writing by the appropriate Manager of the Town.

- 27.9 The appropriate Manager will notify the successful bidder of the contract award within two to five business days after the Council meeting that considers the bid. The successful bidder must submit the necessary performance bond and certified copies of insurance policies in accordance with the contract requirements prior to any construction on site. No work is to commence until the required documentation is received and approved by the Town.
- 27.10 The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Worker's Compensation Act and Occupational Health and Safety Act as applicable to the scope of work.
- 27.11 The successful bidder shall deal with claims of any nature immediately including insurance claims, complaints from subtrades, etc. If a claim is settled to the satisfaction of the claimant, the successful bidder shall submit to the appropriate Manager, a copy of the claimant's release.
- 27.12 The Contractor, by executing the contract, unequivocally acknowledges that he/she is the constructor within the meaning of the Occupational Health and Safety Act and amendments thereto.
- 27.13 Payments to the Contractor, holdbacks and their release, and certificate of substantial performance and completion under this contract shall be in full compliance with the provisions of The Construction Lien Act, R.S.O. 1990.
- 27.14 In his/her bid price, the Contractor shall be deemed to have made due allowance for the publication of a copy of the certificate of substantial performance of the contract in the Daily Commercial News within seven days of receipt of the said certificate, in order to facilitate the hold back release under the substantial performance certificate.
- 27.15 Successful bidders shall be responsible for all permits.
- 27.16 All correspondence including invoicing, related to the above contract will make reference to the contract number.
- 27.17 The contract must be completed by the time specified in the bid submission or as agreed upon in the contract.



Policy TR.17.1  
Appendix - 17  
TERMS AND CONDITIONS - Vendor  
TOWN OF SOUTH BRUCE PENINSULA

1. **DEFINITIONS:** "Agreement" shall mean the Agreement for Services to which these Terms and Conditions are attached, those Terms and Conditions, and any other Exhibits listed in the Agreement, as if they were a part of one and the same document; "Services" shall mean the work to be performed for Town of South Bruce Peninsula by VENDOR under this Agreement. "Laws" shall mean any and all applicable statutes, laws, rules, regulations, ordinances, codes, and Agreements of any and all governmental bodies, agencies, authorities, and courts having jurisdiction; "Site" shall mean the lands, structures, facilities, or other areas made available to VENDOR for the performance of the Services, storage, or access; "Town of South Bruce Peninsula" shall mean the party issuing the Agreement.
2. **VENDOR'S EXAMINATION:** VENDOR shall be deemed to have inspected and examined the Site and surroundings before submitting its bid and to have become fully informed and satisfied regarding all of the risks, contingencies, general, local, and Site conditions, and all other matters which can in any way affect the cost, progress, performance, or furnishing of the Services. Before commencing any subsurface activity, VENDOR shall identify and locate all utilities. VENDOR shall ensure the safety and protection of such located utilities.
3. **INSURANCE:** VENDOR shall purchase and maintain throughout the performance of the Services at least the following insurance and limits of liability: (i) Workers' Compensation - Statutory; (ii) Automobile Liability, covering all automobiles owned, rented, hired, or used by VENDOR and automobiles not owned by but used on behalf of VENDOR - \$2,000,000 per occurrence; (iii) Commercial General Liability, including broad form property damage liability, contingent employers' liability, contractor's protective liability, contractual liability, and completed operations liability - \$2,000,000; (iv) if the Services specifically requires VENDOR to handle hazardous or toxic substances, Pollution Liability - \$2,000,000 per occurrence/ \$2,000,000 aggregate; (v) Professional Errors and Omissions Liability - \$2,000,000; and (vi) Builders' Risk (All Risk) for physical damage or loss upon Services written to full insurable value of the Services.  
Policies under (iii) through (iv) above shall cover Town of South Bruce Peninsula as additional insureds.  
Before any work is started at the Site, VENDOR shall deliver certificates of insurance to Town of South Bruce Peninsula, as certificate holder, evidencing required insurance in force and that the insurance company issuing each policy will not cancel each such policy except after 30 days (10 days for non-payment of premium) written notice by mail to Town of South Bruce Peninsula of its intention to do so. Certificates must be marked to reference the Services being performed.
4. **INDEMNIFICATION:** VENDOR shall assume entire responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons (including, but not limited to, sickness, disease, or death), whether employees or otherwise, and to all property including, without limiting the generality of the foregoing, loss of use or contamination of or adverse effects on the environment or any natural resources, arising out of, resulting from, or in any manner connected with the execution by VENDOR of the work provided for in this Agreement, or occurring or resulting from the use by VENDOR, or any of its subcontractors or anyone for whose acts VENDOR may be liable, of materials, equipment, instrumentallities, or other property, whether the same be owned by Town of South Bruce Peninsula, VENDOR, or third parties, and VENDOR, to the fullest extent permitted by law, shall indemnify and hold harmless Town of South Bruce Peninsula, each other person or entity listed on the face of the Agreement, and their directors, officers, partners, officials, employees, and agents, from and against all such claims including, without limiting the generality of the foregoing, claims for which Town of South Bruce Peninsula may be or may be claimed to be liable, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph unless such claims result from the sole negligence or willful misconduct of Town of South Bruce Peninsula.
5. **WARRANTY:** VENDOR warrants to Town of South Bruce Peninsula that all Services will be in accordance with this Agreement, and such Services will not be defective. VENDOR shall at its expense correct any defective or nonconforming Services promptly after notice by Town of South Bruce Peninsula within 1 year after completion of the Services. All warranties shall survive any inspection, acceptance, and payment. Such obligation to correct does not relieve VENDOR from liability for damages for defective Services or materials discovered any time prior to the expiration of the applicable statute of limitations.
6. **RELATIONSHIP OF PARTIES:** VENDOR shall be an independent contractor and shall have complete and sole responsibility for and control over its employees, agents, representatives, and subcontractors, and the means and methods of providing the Services. VENDOR shall employ no person at the Site whose employment on or in connection with this Agreement may be objectionable to Town of South Bruce Peninsula and shall remove any such person when objected to by Town of South Bruce Peninsula; all upon reasonable grounds.
7. **ASSIGNMENT AND SUBCONTRACTING:** VENDOR shall not assign or sublet this Agreement or any part thereof and shall not assign any money due or to become due hereunder without first obtaining the written consent of Town of South Bruce Peninsula.
8. **LAWS:** In the performance of the Services, VENDOR shall comply with Laws and shall pay all costs connected with such compliance. VENDOR shall obtain and pay for all permits, certificates, and licenses necessary for the performance of the Services.
9. **TAXES:** VENDOR shall pay all fees or taxes, including sales, use, consumer, all taxes for employment insurance, pensions, or any similar purpose, and other taxes mandated by Laws. No liability shall accrue to Town of South Bruce Peninsula for any such taxes.
10. **HEALTH AND SAFETY:** VENDOR shall be solely responsible for health and safety of its employees, for compliance with Laws and practices required by the applicable health and safety legislation, for safety of persons and property, and for initiating, maintaining, and supervising all health and safety precautions and programs in connection with the Services.
11. **AUDIT AND RECORD RETENTION:** VENDOR shall maintain fiscal records in accordance with generally accepted accounting practices and principles to substantiate all invoiced amounts. VENDOR shall maintain all records (fiscal and other) on file in legible form. Town of South Bruce Peninsula shall have the right to audit, copy, and inspect said records during VENDOR's normal business hours and for a period of 3 years after final completion of the Services.
12. **CONFIDENTIALITY:** VENDOR shall maintain as confidential (and shall cause its employees, agents, and subcontractors to maintain as confidential) and shall not disclose to others, including without limitation, any governmental authority, either before or after termination or completion of this Agreement, any data, documents, reports, or other information ("Information") provided to VENDOR by Town of South Bruce Peninsula or any employees, agents, or consultants of Town of South Bruce Peninsula or any Information obtained or generated by VENDOR pursuant to this Agreement, except (i) as to Information which has come into the public domain other than through VENDOR or any of its employees, subcontractors, or agents; or (ii) as expressly authorized in writing in advance by Town of South Bruce Peninsula. VENDOR's obligation to maintain confidentiality shall not apply to disclosures compelled by law, an Agreement of a court of competent jurisdiction, or a subpoena; provided, however, VENDOR shall immediately notify Town of South Bruce Peninsula of the circumstances requiring such disclosure and shall refrain from such disclosure for the maximum period of time allowed by law so that Town of South Bruce Peninsula may procure a protective Agreement or take other action to protect the confidentiality of the Information.  
VENDOR shall make all of its employees, agents, and subcontractors having access to said Information aware of this obligation of confidentiality and bind each of them under terms identical to those obligations of confidence as they apply in connection with their respective portion of the Services. No articles, papers, or treaties related to or in any way associated with the Services shall be submitted for publication without Town of South Bruce Peninsula's express prior written consent.
13. **CLEANUP:** VENDOR shall keep the Site and surroundings clear of debris and rubbish caused by VENDOR's operations hereunder.
14. **PAYMENT:** VENDOR shall submit monthly invoices for Services rendered in a form and with documentation as Town of South Bruce Peninsula may require (including evidence of workers' compensation payments). Payment on invoices approved by Town of South Bruce Peninsula will be made within 30 days after TOWN OF SOUTH BRUCE PENINSULA's receipt of an acceptable invoice, whichever is sooner, less 10 percent retainage. The aggregate remaining 10 percent retainage will be paid to VENDOR 45 days after acceptance of the Services by TOWN OF SOUTH BRUCE PENINSULA, and provided that, as a condition precedent, VENDOR when and if required shall then have furnished to TOWN OF SOUTH BRUCE PENINSULA all deliverables required, and satisfactory evidence of payment of all obligations arising out of this Agreement. No payment made by TOWN OF SOUTH BRUCE PENINSULA, hereunder, including final payment, shall be construed as evidence of the proper performance of the Services; nor of acceptance of defective or nonconforming Services. Acceptance of final payment by VENDOR shall constitute a waiver of all claims by VENDOR against TOWN OF SOUTH BRUCE PENINSULA and CLIENT.
15. **LIENS:** VENDOR shall indemnify and hold harmless TOWN OF SOUTH BRUCE PENINSULA from and against any liability, claim, demand, damage, cost, and expense relating to any claim or lien for labor or materials furnished in connection with the Services.
16. **CHANGES:** TOWN OF SOUTH BRUCE PENINSULA shall have the right at any time to make changes, revisions, additions, deletions ("changes") in the Services and the provisions of this Agreement shall apply to all such changes. Any changes to this Agreement shall be made in accordance with Article 24. If such change increases or decreases the cost or time required for the Services, adjusted compensation and/or time will be mutually agreed upon in writing.  
No extra work shall be allowed or changes made by VENDOR, or paid for by TOWN OF SOUTH BRUCE PENINSULA unless and until authorized by TOWN OF SOUTH BRUCE PENINSULA in writing before the extra work and/or changes are begun. Claims for extra cost due to changes must be made in writing by VENDOR before it executes the work involved.  
If any change diminishes the quantity of work to be performed, such change shall not constitute a claim for damages or for anticipated profits on the work that may be so dispensed with.
17. **FORCE MAJEURE:** Neither party shall be liable to the other party for delays in performing the Services or for the direct or indirect cost resulting from such delays that may result from fires, labor strikes, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Any extension of time granted to VENDOR pursuant hereto shall be VENDOR's sole and exclusive remedy for any claim resulting from a delay caused by such occurrences.
18. **TERMINATION:** TOWN OF SOUTH BRUCE PENINSULA may terminate this Agreement (i) for its own convenience upon delivery of written notice to VENDOR effective upon receipt; or (ii) upon delivery of 7 days written notice to VENDOR in the event of any of the following, or of any other comparable event: insolvency of VENDOR; the initiation against VENDOR of proceedings under any law relating to bankruptcy, insolvency, or the relief of debtors; the loss or failure of VENDOR to provide TOWN OF SOUTH BRUCE PENINSULA with copies of the necessary permits, licenses, and approvals; any strike, picketing, or labor trouble involving VENDOR's personnel and affecting TOWN OF SOUTH BRUCE PENINSULA, CLIENT, or VENDOR's ability to perform the Services; or the failure of VENDOR to diligently meet its other obligations under this Agreement. If VENDOR rectifies the said event prior to the expiry of the said notice period, the notice of termination shall be void and of no effect. If TOWN OF SOUTH BRUCE PENINSULA terminates this Agreement for its convenience, VENDOR shall be paid for that portion of the Services satisfactorily completed as of the date of termination plus VENDOR's reasonable charges directly occasioned by the termination. No payment shall be due for Services not furnished.
19. **SCHEDULE:** Unless stated otherwise in the Agreement, time is of the essence for performance of the Services. VENDOR shall be responsible for any claim or loss to TOWN OF SOUTH BRUCE PENINSULA as a result of VENDOR missing completion date.
20. **CONTINUING THE SERVICES:** VENDOR shall carry on the Services and adhere to the progress schedule during all disputes or disagreements with TOWN OF SOUTH BRUCE PENINSULA. No Services shall be delayed or postponed pending resolution of any disputes or disagreements, except as VENDOR and TOWN OF SOUTH BRUCE PENINSULA may otherwise agree in writing.
21. **RIGHTS AND REMEDIES:** The rights and remedies of the parties hereunder are cumulative, and in addition to, not in lieu of, those which the parties have at law or in equity. Waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other or future breach of the same provision or any other provision or of the entire Agreement. Failure of TOWN OF SOUTH BRUCE PENINSULA to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of any rights TOWN OF SOUTH BRUCE PENINSULA may have.
22. **CONFLICTS:** Should any conflict appear in the Agreement, priority shall be given in the following Agreement: (i) the Agreement; (ii) this Exhibit A; and (iii) any other Exhibits listed in the Agreement.
23. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the province specified on the face of the Agreement.
24. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties concerning the Services, and supersedes all prior written and oral negotiations, agreements, and representations. This Agreement may only be modified by a change Agreement issued by TOWN OF SOUTH BRUCE PENINSULA.

Policy TR.17.1  
Appendix 16  
TERMS AND CONDITIONS - Contractor  
TOWN OF SOUTH BRUCE PENINSULA

21. **RIGHTS AND REMEDIES:** The rights and remedies of the parties hereunder are cumulative and, in addition to, not in lieu of those which the parties have at law or in equity. Waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other or future breach of the same provision or any other provision or of the entire Agreement. Failure of TOWN OF SOUTH BRUCE PENINSULA to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of any rights TOWN OF SOUTH BRUCE PENINSULA may have.
22. **CONFLICTS:** Should any conflict appear in the Agreement, priority shall be given in the following Agreement: (i) the Agreement; (ii) this Exhibit B; and (iii) any other Exhibits listed in the Agreement.
23. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the province specified on the face of the Agreement.
24. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties concerning the Services and supersedes all prior written and oral negotiations, agreements and representations. This Agreement may only be modified by a change Agreement issued by TOWN OF SOUTH BRUCE PENINSULA.