

CITY CLERK'S DEPARTMENT Access to Information & Privacy

File No.: 04-1000-20-2018-186

July 16, 2018

.

s.22(1)

Dear s.22(1)

Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")

I am responding to your request of March 28, 2018 for:

All documents and details surrounding the awarding of the maintenance contract of the Vancouver Tactical Training Centre to Eric Beer/BC Firearms Academy including the following;

- Complete proposal, including the quoted price; and
- All correspondence, notes, emails, meeting agendas associated with the decision making process in selecting BC Firearms Academy to fulfill the Tactical Training Maintenance.

Date Range: January 8, 2018 to March 28, 2018

All responsive records are attached. Some information in the records has been severed, (blacked out), under s. 13(1), s.15(1)(I) and s.21(1) of the Act. You can read or download this section here: <u>http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00</u>

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number (#04-1000-20-2018-186); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

Cobi Falconer, FOI Case Manager, for

Barbara J. Van Fraassen, BA Director, Access to Information & Privacy

<u>Barbara.vanfraassen@vancouver.ca</u> 453 W. 12th Avenue Vancouver BC V5Y 1V4

*If you have any questions, please email us at <u>foi@vancouver.ca</u> and we will respond to you as soon as possible. Or you can call the FOI Case Manager at 604.871.6584.

Encl.

:ma

REQUEST FOR QUOTATIONS NO. PS20172186 RANGE TECHNICIAN FOR THE TACTICAL TRAINING CENTRE QUOTATION FORM

Please address your bid as follows:

City of Vancouver Supply Chain Management 453 West 12th Avenue Vancouver, BC, V5Y 1V4

Quotations must be marked with the vendor's name and the RFQ title and number and required appendices or supporting documents must be attached. Please send by email to <u>dj.reynes@vanvouer.ca</u>

ATTENTION: DJ Reynes

| FROM: | British Columbia Firearms Academy Inc. | (Company Name) |
|----------|--|---------------------|
| | Eric Beer | (Contact Name) |
| SUBJECT: | REQUEST FOR QUOTATIONS NO. PS20 | 0172186 (THE "RFQ") |

The undersigned vendor, having carefully read and examined the RFQ and having full knowledge of the requirements described therein, does hereby offer to provide the goods and/or services in accordance with the specifications and terms and conditions set out in the RFQ (except as expressly noted below in this completed Quotation Form) and upon the pricing and other terms and conditions referred to below in this completed Quotation Form.

1.0 TABLE OF PRICES:

(If the vendor is not offering goods or services that fully comply with the requirements set forth in Appendix 1 of the RFQ, do not complete this table of prices and instead complete only the table under Section 2.0 of this form below.)

| Item | Description | Price per Service | Quantity per year | Total Price per Year |
|------|--|----------------------|-------------------|-------------------------|
| 1. | Scheduled Weekly Preventative Maintenance, in accordance with the specifications set out in the RFQ. | s.21(1) | s.21(1) | \$ 8,073 |
| 2. | Scheduled Monthly Preventative Maintenance, in accordance with the specifications set out in the RFQ. | | | \$ 4,554 |
| 3. | Scheduled Annually Preventative Maintenance, in accordance with the specifications set out in the RFQ. | | | \$ 1,035 |
| | | | TOTAL | \$13,662 |

2.0 DEVIATIONS, ALTERNATIVES AND ADDITIONAL GOODS OR SERVICES

Are there goods or services with deviations, or alternative or additional goods or services suggested by the vendor? If yes, list them and their price(s), and describe them below:

| ltem | Hourly Rates for Emergency Service | Minimum Call out Charge (if applicable) | Unit Price (Hourly) | Total Price |
|------|--|--|------------------------|-------------|
| 1. | Regular Time Monday-Friday 7:30 AM to 4:30 PM, in accordance with the specifications set out below. | s.21(1) | s.21(1) | \$ 276 |
| 2. | After Hours Time Monday-Friday 4:30 PM to 7:30 AM in accordance with the specifications set out below. | | - | \$ 414 |
| 3. | Weekend (Saturday & Sunday) 7:30 AM to 4:30 PM in accordance with the specifications set out below. | | | \$ 414 |
| 4. | Weekend (Saturday & Sunday) 4:30 PM to 7:30 AM in accordance with the specifications set out below. | | | \$ 414 |
| | | | TOTAL | \$ 1,518 |

DESCRIPTIONS OF GOODS AND SERVICES:

If the need arises we are able offer the City of Vancouver services as armorers and range officers. We hold armourer certifications on several firearms the TTC works with regularly. We also have years of experiences as firearms instructors for the armoured car industry, mineral exploration, DFO contractors and civilians.

(Describe the deviations or describe the alternative goods or services or suggested additional goods or services. Attach documents if necessary.)

3.0 TIME LIMITATIONS ON PRICING:

Pricing will remain the same throughout the period referenced in the RFQ

(Indicate any such limitations in the spaces provided or state that there are none. See Section 4.2 of the RFQ's Instructions to Vendors.)

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REQUEST FOR QUOTATIONS NO. PS20172186 RANGE TECHNICIAN FOR THE TACTICAL TRAINING CENTRE QUOTATION FORM

4.0 TIMES AND SCHEDULING

Our policy is to respond to all call outs on the same day, subject to any delay in the acquisition of parts or materials required to complete the work in which case it will be completed the following day at the receipt of the aforementioned.

(Provide the information requested by Section 6.0 of the RFQ's Instructions to Vendors.)

5.0 SUSTAINABILITY

BC Firearms Academy will have no issues complying with any sections of the RFQ.

Please indicate in this Section 5.0 information concerning the sustainability of the goods or services offered. Please also refer to Section 2.0 of the RFQ's Instructions to Vendors.

6.0 TERMS OF PAYMENT

The terms of payment indicated in Section 8.0 of the RFQ are acceptable to BC Firearms Academy.

(Provide the information requested by Section 8.0 of the RFQ's Instructions to Vendors.)

7.0 CONFLICTS/COLLUSION/LOBBYING

BC Firearms Academy does not have anything to declare related to Section 13.0 of the RFQ

(Provide the information requested by Section 13.0 of the RFQ's Instructions to Vendors.)

8.0 OTHER INFORMATION

BC Firearms Academy has no deviation to Appendix 3.

(Please set forth in this Section 8.0 all other details requested or required by the RFQ, or which the vendor wishes to include as part of its offer. Among other things, note here any proposed deviations from Appendix 3. Add additional pages as necessary.)

[00163422v13] January 3rd, 2018

Page QF4

9.0 TERMS AND CONDITIONS

By signing this form, the vendor acknowledges that: (a) it has read, understands and agrees to the terms and conditions set out in the RFQ's Instructions to Vendors (except as noted above); (b) it has read and understands the information in Appendix 1 and Appendix 3 of the RFQ; (c) it has noted herein any deviations from the requirements of Appendix 1 of the RFQ; and (d) it has completed, executed and attached hereto the forms set out in Appendix 2 and Appendix 4 of the RFQ, as well as having attached a letter from WorkSafeBC confirming the vendor's current registration.

Moreover, by signing this form, the vendor also acknowledges and agrees that it has determined that the terms and conditions stated in Appendix 3 would be acceptable to it, or it has noted required deviations above.

| Company Name: Brit | ish Columbia Firearm | s Academy | nc. | |
|--|----------------------|-----------|---|--------------------------|
| Signature of Authorize Officer: | d Signing | 6 | | Date: 22/01/18 |
| Name of Authorized S | igning Officer: | Eric Bee | r | |
| Title of Authorized Signing Officer: Mailing Address: <u>14475 79A Ave Surrey BC</u> | | Director | | |
| | | C V3S 8C1 | | |
| Cheque Payable/Rem | it to Address: | | 14475 79A Ave Surre | y BC V3S 8C1 |
| Telephone No.: | 604-592-2410 | | Fax No.: | 604-592-2410 |
| Key Contact Person: | Eric Beer | | E-mail: | info@bcfirearmsacdemy.ca |
| GST Registration | s.15(1)(l) | | Date and Jurisdiction of Incorporation: | September 28, 2017 |
| City of Vancouver Business License No. (or, if available, Metro West Inter-Municipal Business License No.): | 18-501767 | | WorkSafeBC Registration No.: | s.15(1)(l) |

REQUEST FOR QUOTATIONS NO. PS20172186 RANGE TECHNICIAN FOR THE VPD TACTICAL TRAINING CENTRE APPENDIX 2 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <<u>http://vancouver.ca/policy_pdf/AF01401P1.pdf</u>>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorised signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorised signatory of <u>British Columbia Firearms Academy Inc.</u> (vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, <u>British Columbia Firearms Academy Inc.</u> (vendor name) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

| Section of SCC / title of law | Date of violation /conviction | Description of violation / conviction | Regulatory / adjudication body and document file number | Corrective action plan |
|----------------------------------|-------------------------------------|---|---|---------------------------|
| N/A | N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A | N/A |

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of <u>British Columbia Firearms Academy Inc.</u> (vendor name).

Signature:

Name and Title:

Eric Beer Director

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LICENCES & INSPECTIONS DEPARTMENT

515 West 10th Avenue Vancouver, BC Canada V5Z 4A8 Within Vancouver, phone: 3-1-1 Outside Vancouver, phone: 604-873-7000

B C Firearms Academy British Columbia Firearms Academy Inc 14475 79A Ave Surrey, BC CAN V3S 8C1

CITY OF

ANCOUVER

2018

Licence # 18-501767

BUSINESS LICENCE

Issued January 15, 2018 Expires December 31, 2018

Licence Holder: British Columbia Firearms Academy Inc Business Trade Name: B C Firearms Academy

Located At: 14475 79A Ave Surrey BC V3S 8C1

Business Type: PC - Personal Services

Subtype: Inspection/Testing

| App Fee (Non-Refundable) | \$56.00 |
|--------------------------|----------|
| Business Licence Fee | \$145.00 |
| Total Fee Paid | \$201.00 |

RANGE MAINTENANCE AT VPD TACTICAL TRAINING CENTRE

The above named is hereby licensed to carry on the business, trade, profession or other occupation stated herein. In issuing this licence the City does not represent or warrant compliance with other City of Vancouver by-laws. The licensee is responsible for ensuring compliance with all relevant by-laws of the City and additional approvals may be required provincially or federally. If this licence has been issued in conjunction with a time-limited Development Permit, this licence will not be valid if the Development Permit has expired and has not been extended. This licence must be posted upon the licensed premise and is valid at this address only.



Employer Service Centre Mailing Address: PO Box 5350 Station Terminal, Vancouver BC V6B 5L5 P 604.244.6181 | 1.888.922.2768 | F 604.244.6490 | Worksateoc.com

Classification unit description

| Supplementary Education | Sector: Service Sector |
|-----------------------------|------------------------|
| Classification Unit: 765009 | Sub-sector: Education |

Introduction to classification units

We group all firms into classification units based on the products produced, the services provided, and the processes, technology, or materials used. The base premium rate reflects the cost of compensation and prevention in the classification unit.

This classification unit description provides an overview of the classification unit for general guidance only. Firms are classified based on this, our classification policies, Rate and Classification List, and other relevant classification unit descriptions. The items listed below are examples only; they are intended to be illustrative (not exhaustive). Every example may not apply to every firm in the classification unit.

| Facility | Here are some examples of facilities covered by this classification unit: | | | |
|------------------------|--|---|--|--|
| | Acting school Dance school Learning centre Modeling school | Ballet school Language school Math school Music school | | |
| Services | Here are some examples of ser | vices that firms in this classification unit provide: | | |
| | Acting training English tutoring Language tutoring Music instruction | Dance training First aid training Math tutoring Safety training | | |
| Occupations | Here are some examples of key workers in this classification unit: | | | |
| | Facilitator Teacher | Instructor Tutor | | |
| General Information | Included in this classification unit are employers who operate learning centres that complement traditional education and employers that offer specialty camp programs where the primary focus is on the development of musical, academic or other abilities, as noted in the classification unit description. Independent tutors and individuals hiring tutors for themselves or their children are also included here. | | | |
| | . appropriately classified in this | sitting, kneeling or standing level (e.g. WHMIS) is classification unit. Safety training such as rope access, ing, etc is appropriately classified in CU 765010 | | |



Employer Service Centre Mailing Address: PO Box 5350 Station Terminal, Vancouver BC V6B 5L5 P 604.244.6181 | 1.888.922.2768 | F 604.244.6490 | worksafebc.com

November 01, 2017

77

BRITISH COLUMBIA FIREARMS ACADEMY INC. 14475 79A AVE SURREY BC V3S 8C1

| Your account number | s.15(1)(l) |
|---------------------------------|-------------------|
| Your CRA business number | |
| Your account is effective as of | November 01, 2017 |
| Reporting & payment frequency | Annually |

Subject: Your WorkSafeBC account

Thank you for registering for WorkSafeBC coverage. This letter provides important information about your account and outlines some of our services.

Your account details

Your firm's current classification(s) and premium rate(s) are as follows:

| Classification | | 2017 rate |
|-------------------------|--------------------------|-----------|
| Supplementary Education | (classification #765009) | 0.31% |

We've enclosed a full description of your classification. If you feel it doesn't accurately reflect your business or if you make changes to your business operations, please contact us right away. On the back of this letter, you'll find information about our review processes.

Your WorkSafeBC insurance provides important protection and benefits for your workers should they suffer a work-related injury or illness. It also protects you from potential lawsuits from workers who suffer workplace injuries or occupational diseases. We're also pleased to offer you a wide variety of health and safety resources - available for free at worksafebc.com.

We're here to help

If an injury occurs in your workplace, please report it to us right away. We'll work with you to help your worker recover and return to work as soon as safely possible.

If you have any questions about your WorkSafeBC account, we're here to help. Call us during business hours, Monday through Friday, at 604.244.6181 or toll-free at 1.888.922.2768. Or you can do business with us anytime at worksafebc.com.

Sincerely,

Your Employer Service Centre team Assessment Department

Encl: Classification unit description

DECLARATIONS

LLOYD'S

POLICY NUMBER: THE INSURED: ADDRESS:

NAME OF LICENSED CANADIAN INTERMEDIARY:

THE UNDERWRITERS:

THE INCEPTION DATE:

THE EXPIRY DATE: TOTAL PAYABLE:

Broken down as follows:

Premium:

Policy Administration Fee:

OPTIONAL EXTENDED REPORTING PREMIUM (in respect of Insuring Clauses 1 & 2): BUSINESS ACTIVITIES:

LEGAL ACTION:

RETROACTIVE DATE (in respect of Insuring Clauses 1 & 2): CLAIMS MANAGERS:

WORDING: ENDORSEMENTS: ERRORS AND OMISSIONS, PROPERTY AND COMMERCIAL GENERAL LIABILITY INSURANCE CFC UNDERWRITING LIMITED 85 GRACECHURCH STREET LONDON EC3V 0AA UNITED KINGDOM

PSG00481657

BC FIREARMS ACADEMY INC

14475 79A AVE SURREY, BC V3S 8C1 CANADA

CapriCMW Insurance Services

Underwritten by certain Underwriters at Lloyd's 00:01 Local Standard Time on 01 Nov 2017 00:01 Local Standard Time on 01 Nov 2018 CAD2,188.00

CAD2,000.00

CAD188.00

CAD 965 (only payable if you choose to exercise this option)

FIREARMS TRAINING as more fully described in the application form dated 09 Jan 2018 and as held on file by CFC Underwriting Limited

Worldwide

01 Nov 2017

CFC Underwriting Limited Please report all new claims to: newclaims@cfcunderwriting.com

USA JURISDICTION CLAUSE

PRO CAN v1.9

PREMIUM PAYMENT CLAUSE STANDARD NON-OWNED AUTOMOBILE POLICY LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILE FORM CONTRACTUAL LIABILITY ENDORSEMENT EXCLUDING LONG TERM LEASED VEHICLE FORM EMPLOYERS' LIABILITY EXTENSION CLAUSE SANCTION LIMITATION AND EXCLUSION CLAUSE

Unique Markel Reference: No. B116/LS12117; B128410135F17 CFC Underwriting Ltd is Authorized and Regulated by the Financial Conduct Anthonly 1999-2017 CFC Underwriting Ltd. All Rights Reserved

LIMITS OF LIABILITY AND DEDUCTIBLES

INSURING CLAUSE 1: ERRORS AND OMISSIONS

| AND ADDRESS NO. SPECIAL CONTRACTOR STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STRE | | |
|---|---------------------|--|
| Limit of liability: | CAD2,000,000 | each and every claim, including costs and expenses |
| Aggregate limit of liability: | CAD2,000,000 | including costs and expenses |
| Deductible: | CAD1,000 | each and every claim, excluding costs and expenses |
| INSURING CLAUSE 2: EM | PLOYEE BENEFITS | LIABILITY |
| Aggregate limit of liability: | CAD5,000,000 | including costs and expenses |
| Deductible: | CAD1,000 | each and every claim, including costs and expenses |
| INSURING CLAUSE 3: TH | IRD PARTY LIABILITY | Y |
| Limit of liability: | CAD5,000,000 | costs and expenses in addition |
| Deductible: | CAD1,000 | each and every claim, including costs and expenses |
| INSURING CLAUSE 4: PR | ODUCTS LIABILITY | |
| Aggregate limit of liability: | CAD5,000,000 | costs and expenses in addition |
| Deductible: | CAD1,000 | each and every claim, including costs and expenses |
| INSURING CLAUSE 5: TEI | NANTS' LEGAL LIABI | ILITY |
| Aggregate limit of liability: | CAD250,000 | costs and expenses in addition |
| Deductible: | CAD1,000 | each and every claim, including costs and expenses |
| INSURING CLAUSE 6: ME | DICAL EXPENSES | |
| Limit of liability: | CAD5,000 | each and every claim |
| Deductible: | CAD0 | each and every claim |
| INSURING CLAUSE 7: CO | MMERCIAL PROPER | TY |
| NO COVER GIVEN | | |
| | | |

INSURING CLAUSE 8: BUSINESS INTERRUPTION NO COVER GIVEN

SPF NO 6: STANDARD NON-OWNED AUTOMOBILE POLICY

| Limit of liability: | CAD5,000,000 | each and every claim, costs and expenses in addition |
|-------------------------------|------------------|--|
| Deductible: | CADO | each and every claim, including costs and expenses |
| SEF NO 94: LEGAL LIABILI | TY FOR DAMAGE TO | O HIRED AUTOMOBILE FORM |
| Aggregate limit of liability: | CAD50,000 | costs and expenses in addition |
| Deductible: | CAD500 | each and every claim, including costs and expenses |

Unique Market Reference No. B1161LS12117. B128410135E17 CFC Underwinling-Ltd is Authorized and Regulated by the Emancial Conduct Authority = 1999-2017 CFC Underwiting Ltd. All Rights Reserved. This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to agreement numbers B1161LS12117 AND B128410135F17 (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said contract.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155 rue Metcalfe, Suite 2220, Montreal, Quebec H3B 2V6.

NOTICE

PR

Any notice to the Insurer may be validly given to: CapriCMW Insurance Services 100-1500 Hardy Street Kelowna BC V1Y 8H2 Canada In witness whereof this policy has been signed in London, England as authorized by the Insurer, by CFC Underwriting Limited

Munge Par

Date: 15 Jan 2018

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration. In the event of an occurrence likely to result in a claim under this Insurance, immediate notice should be given to the Canadian Licensed Intermediary whose name and address appear above.

All inquiries and disputes are also to be addressed to this Intermediary.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Unique Market Reference No. B11611 S12117. B128410135F17. GEC Underwriting Lid is Authorized and Regulated by the Einancial Conduct Authority. 2 1999/2017. GEC Underwriting Lid. Al Bights Reserved.

SIGNING OF THIS POLICY BY THE LLOYD'S ATTORNEY IN FACT IN CANADA

For the added comfort and security of our policyholders this policy will also be signed by the representative of Lloyd's Underwriters in Canada, the Attorney in Fact.

The policy signed by the Attorney in Fact will replace this document as the official contract of insurance between you and us. In the interim this document is your valid policy which you should use if you need to make a claim.

CFC Underwriting will act as the sub-agent of the Attorney in Fact for the purpose of communicating the policy signed by the Attorney in Fact to you and your broker.

The policy signed by the Attorney in Fact will normally be available from two working days after you go on cover with us. To download this policy please click on the link below:

http://aif.cfcunderwriting.com/download/get/68782735-bfe1-420f-adc8-bt6c41485379

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INTENTION FOR AIF TO BIND CLAUSE

Whereas Lloyd's Underwriters have been granted an order to insure in Canada risks under the Insurance companies Act (Canada) and are registered in all provinces and territories in Canada to carry on insurance business under the laws of these jurisdictions or to transact insurance in these jurisdictions.

And whereas applicants for insurance coverage in respect of risks located in Canada and Canadian Cedants wish that Lloyd's insurance and reinsurance coverage be provided in a manner that requires Lloyd's Underwriters to vest assets in trust in respect of their risks pursuant to the Insurance Companies Act (Canada);

- This contract shall be in force and shall be the governing contract pending the decision by Lloyd's Underwriters' attorney and chief agent in Canada (the "AIF") to confirm coverage in accordance with both the terms and conditions set out in this contract and applicable Canadian law;
- b) The AIF shall confirm Lloyd's Underwriters' coverage by signing in Canada a policy that will contain the terms and conditions set out in this contract (the "Canadian Policy"), and by communicating from Canada the issuance of that policy to the policyholder or his broker;
- c) This contract shall cease to have effect upon the communication by the AIF from Canada of the Canadian Policy to the policyholder or his broker, and the Canadian Policy will replace and supersede this contract.

LMA5180 01/11/11

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OUR REGULATORY STATUS

This insurance is underwritten by CFC Underwriting Limited, 85 Gracechurch Street, London, EC3V 0AA, United Kingdom on behalf of Underwriters at Lloyd's. CFC Underwriting Limited and the Lloyd's Managing Agents of the Syndicates on whose behalf we underwrite are authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Registration Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at <u>www.fca.org.uk/register/</u>. Alternatively the Financial Conduct Authority may be contacted on +44 (0)800 111 6768.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

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PREMIUM PAYMENT CLAUSE

ATTACHING TO POLICY NUMBER: THE INSURED: WITH EFFECT FROM:

PSG00481657 BC Firearms Academy Inc 01 Nov 2017

It is understood and agreed that the following is added to the "Cancellation" CONDITION:

We also reserve the right of cancellation in the event that any amount due to us by you remains unpaid more than 60 days beyond the Inception Date of this Policy. If we exercise this right of cancellation it will take effect from 14 days after the date the written notice of cancellation is issued.

However, if the amount due to us by you is paid in full to us before the notice period expires, notice of cancellation will be revoked.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

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S.P.F. NO. 6 STANDARD NON-OWNED AUTOMOBILE POLICY

ATTACHING TO POLICY NUMBER:

PSG00481657

| THE INSURED: | BC Firearms Academy Inc |
|-------------------|-------------------------|
| WITH EFFEGT FROM: | 01 Nov 2017 |

Whereas an application has been made by the Applicant (hereinafter called the Insured) to the Insurer for a contract of Automobile Insurance and the said application forms part of this contract of insurance and is as follows:

| ITEN | | of the Analis | nal Oast | al Address Dec | Autor Para | tune Dista | | | | | | _ | |
|------|--|--|--------------------|-------------------------------------|---|---|---|---|----------------|--|-------------------|-----------------|------------------|
| 1. | and the second sec | and the second second second | | tal Address (Inc vidual, Partner | the second s | and the second se | | tale). | | | | - | 1. |
| 2. | | | _ | local time at th | and the second second | the stand is not the owned | | | to oach of e | aid dates): | | | |
| 3. | and the second se | the second s | abasi da basi da u | which insurance | And the second | | and the second se | | | and the second state of th | sod in the o | amo of t | no Annlican |
| | | | | s of AS KNOW | | | 11050 101 0 | ALIGU ITT ANT | iole of itt po | it by, not need | | ine or c | e Appical |
| 4. | The Applicant's partners, officers, employees and agents as of the date of this application are as follows: | | | | | | | | | | | | |
| | Location Partners, Officers, and Employees who regularly use automobiles not owned by the Applicant in his business | | | | | All othe | All albert Bartneys Officers and | | | plicants Agents | | | |
| | | Class "A1" Private Passenge | | | | | | 1 | Class "E | 3* | Class "C' | | |
| | 1.5 | Number | Rate | Premium S | Number | Rate | Premium \$ | Number | Rate | Premium S | Number | Rale | Premium SINCL |
| 5. | "Hired Auto | r "selidomo | The auto | mobiles hired I | by the Applic | ant are as | follows: AS | KNOWN T | O THE INSI | URER | | 1 | 1 |
| | | Type of Aut | omobile | 1 | Estima | of Hire | 1 1 | Rates per S | 100 of Cost of | Hire | Advance Premium | | |
| | 1000 | | | COVERED, | IF ANY, SUE | BJECT TO | PREMIUM | ADJUSTM | ENT | | | SINCL | |
| - | | | The ad | vanced Premiu | m is subject | to adjustm | ent at the en | d of the po | licy period a | is provided in t | the Policy. | | |
| 6. | "Automobil | es" operated | under | contract" on bel | half of the Ap | plicant ar | e as follows: | | | | | | |
| | Type of A | utomobile and | Descrip | tion of Use | Estimat | ed Contra | ct Cost | R | ales per \$1 | 00 of Contract Cost | | Advance Premium | |
| | COVERED, IF ANY, SUBJECT TO PREMIUM ADJUSTMENT | | | | | | | SINCL | | | | | |
| | The advanced Premium is subject to adjustment at the end of the policy period as provided in the Policy. | | | | | | | | | | | | |
| 7. | | | | urance against ne following sp | | entioned i | n this item ar | d upon lhe | terms and | conditions of th | ne Insurer's c | orrespo | nding |
| | Insuring Agreement | | | | Perils | | | Limit | | | ombined emiums | | |
| | Section A Third Party Liability deat | | | | | | mit of ibility | (Exclusive of interest and costs) for loss or damage resulting from bodily injury to or the death of one or more persons, and for loss or damage to property, regardless of the number of claims ansing from any one accident. | | | SINCL | | |
| | Endorsements | | | | | | | | SINCL | | | | |
| | Minimum Retained Premium \$INCL Total Premium | | | | | | | SINCL | | | | | |
| 8. | Has any Insurer cancelled declined or refused to renew or issue, automobile insurance to the Applicant within three years preceding this application? If so, state name of Insurer. AS KNOWN TO THE INSURER | | | | | | | | | | | | |
| 9, | State particulars of all accidents or claims arising out of the use or operation in his business of Non-Owned Automobiles by the Applicant within the three years preceding this application. | | | | | | | | | | | | |
| | Injury to Persons | | | | | Damage to Property of Others | | | | | | | |
| | AS KNOWN TO THE INSURER | | | | | | AS KNOWN TO THE INSURER | | | | | | |
| 10. | | | | HIS APPLICA | | | | LICANT HE | EREBY AP | PLIES FOR A | CONTRAC | T OF AL | JTOMOBIL |
| 11. | Where, (a) an applicant for a contract gives false particulars of the described automobile to be insured to the prejudice of the insurer, or knowingly misrepresents or fails to disclose in the application any fact required to be stated therein; or (b) the insured contravenes a term of the contract or commits a fraud; or (c) the insured wilfully makes a false statement in respect of a claim under the contract, claim by the insured is invalid and the right of the insured to recover indemnity is forfield. | | | | | | | | | | | | |

ARHA Authorized Representative

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INSURING CLAUSE:

In consideration of the payment of the premium specified and of the statements contained in the application and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated Section A - Third Party Liability

The insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured for loss or damage arising from the use or operation of any automobile not owned in whole or in part by or licensed in the name of the Insured, and resulting from bodily injury to or the death of any person or damage to property of others not in the care, custody or control of the insured:

Provided always the Insurer shall not be liable under this Form:

- (a) for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual; or
- (b) *for any liability imposed upon any person insured by this Form;
 - (1) by any workmen's compensation law; or
 - (2) by any law for bodily injury to or the death of the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured; or
- (c) for any liability assumed by any person insured by this Form voluntarily under any contract or agreement; or
- (d) for loss or damage to property carried in or upon an automobile personally driven by any person insured by this Form or to any property owned or rented by, or in the care, custody or control of any such person; or
- (e) for any amount in excess of the limit stated in Item 7 of the application, and expenditures provided for in the Additional Agreements of this Form; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.
- "Not applicable in the Province of Ontario

ADDITIONAL AGREEMENTS OF INSURER:

Where indemnity is provided by this Form, the Insurer further agrees:

- (1) upon receipt of notice of loss or damage caused to persons or property to serve any person insured by this Form by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and.
- (2) to defend in the name and on behalf of any person insured by this Form and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property, and
- (3) to pay all costs laxed against any person insured by this Form in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the Insurer's liability; and
- (4) in case the injury be to a person, reimburse any person insured by this Form for outlay for such medical aid as may be immediately necessary at the time of such injury; and
- (5) be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than the limit stated in Section A of Item 7 of the application; and
- (6) not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

GENERAL PROVISIONS AND DEFINITIONS:

(1) Additional Insureds

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of the owner thereof, personally drives (a) in the business of the Insured stated in Item 3 of the application, any automobile not owned in whole or in part by or licensed in the name of (i) the Insured, or (ii)such additional insured person, or (iii) any person or persons residing in the same dwelling premises as the Insured or such additional insured person, or (b) any automobile hired or leased in the name of the Insured except an automobile owned in whole or in part or licensed in the name of such additional Insured person.

- (2) Territory
- This Form applies only to the use or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of those countries

(3) Hired Automobiles Defined

The term "Hired Automobiles" as used in this Form means automobiles hired or leased from others with or without drivers, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

- (4) Automobiles Operated Under Contract Defined
- The term "Automobiles Operated under Contract" as used in this Form shall mean

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automobiles operated in the business of the Insured stated in Item 3 of the application where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

(5) Two or More Automobiles

When two or more automobiles are insured hereunder the terms of this Form shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability under Section A.

(6) Premium Adjustment

The Advance Premium stated in item 5 of the application is computed on the estimated total "cost of hire" for the Policy Period. The words "cost of hire" as used herein mean the entire amount incurred for "Hired Automobiles" and drivers when such automobiles are hired with drivers or the amount incurred for hired automobiles and the wages paid to drivers when such drivers are employees of the Insured. The Advance Premium stated in Item 6 of the application is computed on the estimated total "contract cost" for the Policy Period. The words "contract cost" as used herein mean the entire amount paid by the Insured for "Automobiles Operated under Contract" to the owners thereof.

The Advance Premiums are subject to adjustment at the end of the Policy Period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for cost of hire during the Policy Period. If such amounts exceed the estimates stated in the application, the Insured shall immediately pay additional premium at the rates stated therein: if less, the Insurer shall return to the Insured the unearned premium when determined but the Insurer shall, in any event, receive or retain not less than the. Minimum Retained Premium stated therein.

The Insurer shall have the right and opportunity, whenever the Insurer so desires, to examine the books and records of the Insured to the extent they relate to the premium bases or the subject matter of this Form.

(7) Statutory Conditions

The insurance provided under this Coverage is subject to the "Automobile Statutory Conditions" approved by the Superintendent of Insurance for the Province in which this policy is issued and upon request the Company will make available a complete copy of same.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

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S.E.F. NO. 94 LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILE FORM

| ATTACHING TO POLICY NUMBER: | PSG00481657 |
|--------------------------------|-------------------------|
| THE INSURED: | BC Firearms Academy Inc |

WITH EFFECT FROM: 01 Nov 2017

(FOR ATTACHMENT ONLY TO A NON-OWNED POLICY S.P.F. NO, 6)

In consideration of the premium stated herein, it is understood and agreed that the policy to which this endorsement is attached, is extended, subject always to the condition that the Insurer shall be liable under the subsection or subsections of the Insuring Agreement hereof for which a premium is stated and no other.

SECTION B - LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES:

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured or assumed by him under any contract or agreement for loss or damage arising from the care, custody or control of "Hired Automobiles" as defined is such policy and resulting from loss or damage thereto, caused solely by:

SUBSECTION 1- ALL PERILS:

from all perils

Limits of Insurance

We shall not be liable under this endorsement for any amount in excess of \$50,000 or as otherwise shown on the Declaration Page (exclusive of interest and costs) for any one occurrence.

Deductible Clause

Each occurrence causing loss or damage covered except loss or damage caused by fire or lightning or theft of the entire automobile shall give rise to a separate claim in respect of which our liability shall be limited to the amount of loss or damage in excess of \$500.

Two Or More Automobiles

A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be separate automobiles with respect to the limit of insurance, including the deductible provision, if any, under this Insuring Agreement.

EXCLUSIONS:

- We shall not be liable
- (1) for loss or damage to any automobile while personally driven by you if you are an individual; or
- (2) for loss or damage
 - (a) to tires or consisting of or caused by mechanical fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage caused by fire, theft or malicious mischief: or
 - (b) to any automobile while being used without the consent of the owner thereof; or
 - (c) caused directly or indirectly by contamination by radioactive material; or
 - (d) to contents of trailers or to rugs or robes; or
 - (e) to tapes and equipment for use with a tape recorder when detached therefrom; or
 - (f) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
 - (g) for any amount in excess of the limit stated in the applicable subsection hereof and expenditures provided for in the Additional Agreements of the policy to which this endorsement is attached.

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S.E.F. NO. 96 CONTRACTUAL LIABILITY ENDORSEMENT

| ATTACHING TO POLICY NUMBER: | PSG00481657 |
|--------------------------------|-------------------------|
| THE INSURED: | BC Firearms Academy Inc |
| WITH EFFECT FROM: | 01 Nov 2017 |
| | |

(FOR ATTACHMENT ONLY TO A NON-OWNED POLICY S.P.F. NO. 6)

In consideration of a premium of CAD0, it is understood and agreed that part c) of the INSURING CLAUSE is deleted in its entirety and replaced with the following:

c) For any liability assumed by any person insured by this policy voluntarily under any contract or agreement other than those stated below:

Date of contract All contracts Name of contracting party (other than the Insured) All contracting parties

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PR

S.E.F. NO. 99 EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT

| ATTACHING TO POLICY | |
|---------------------|----------|
| NUMBER: | PSG004 |
| THE INSURED: | BC Firea |

WITH EFFECT FROM:

181657

arms Academy Inc

01 Nov 2017

(FOR ATTACHMENT ONLY TO A NON-OWNED POLICY S.E.F. NO. 6)

In consideration of the premium for which this policy is issued, it is understood and agreed that the "Hired automobile" **DEFINITION** is deleted in its entirety and replaced with the following:

Hired automobiles

means:

- (i) automobiles hired or leased from others with drivers;
- (ii) hired or leased by the Named Insured from others without driver for periods not exceeding 30 days, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

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EMPLOYERS' LIABILITY EXTENSION CLAUSE

| ATTACHING TO POLICY NUMBER: | PSG00481657 |
|--------------------------------|-------------------------|
| THE INSURED: | BC Firearms Academy Inc |
| WITH EFFECT FROM: | 01 Nov 2017 |

It is understood and agreed that the "Employers' liability" EXCLUSION is amended as follows:

arising directly or indirectly out of injury to your senior executive officers or employees.

However, this EXCLUSION shall not apply:

- a) to your senior executive officers or employees domiciled in Canada on whose behalf contributions are not required to be made by you under the provisions of any Workers' Compensation Law because your business activities are deemed exempt activities by such Workers' Compensation Law; or
- b) to your senior executive officers or employees domiciled in Canada on whose behalf contributions are required to be made by you under the provisions of any Workers' Compensation Law in respect of whom liability has been denied by any Workers' Compensation authority.

For claims that would not be covered but for this EXTENSION CLAUSE the Limit of Liability will be as follows and not as shown in the Declarations:

| Aggregate limit of liability | CAD5,000,000 | including costs and expenses |
|------------------------------|--------------|---|
| Deductible: | CAD1,000 | each and every claim, including costs and expenses |

This amended Limit of Liability is part of, and not in addition to, the Limit of Liability shown in the Declarations.

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SANCTION LIMITATION AND EXCLUSION CLAUSE

| ATTACHING TO POLICY NUMBER: | PSG00481657 |
|--------------------------------|-------------------------|
| THE INSURED: | BC Firearms Academy Inc |
| WITH EFFECT FROM: | 01 Nov 2017 |
| | |

It is understood and agreed that the following EXCLUSION is added to this Policy:

We shall not be deemed to provide any cover nor shall we be liable to pay any claim or loss or provide any benefit under this Policy to the extent that the provision of such cover, payment or benefit shall expose us to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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USA JURISDICTION CLAUSE

ATTACHING TO POLICY NUMBER: PSG00481657 THE INSURED: BC FIREARMS ACADEMY INC

WITH EFFECT FROM:

01 Nov 2017

Notwithstanding anything contained in this Policy to the contrary, it is understood and agreed that where a **claim** is made against **you** within the United States of America or territories which come under the jurisdiction of the United States of America including the enforcement by courts of any other country of any judgement originally obtained in any court of the United States of America or territories which come under the jurisdiction of the United States of America, the following amendments are made to the Schedule:

- where "Limit of Liability" is shown in the Schedule, same is amended to read "Aggregate Limit of Liability"; and
- "costs and expenses", are always included in the aggregate limit of liability or limit of liability.

It is also understood and agreed that the following $\ensuremath{\mathsf{EXCLUSIONS}}$ are added to this Policy:

ERISA

based upon the Employment Retirement Income Security Act of 1974 and any amendment thereto, or any rules or regulations promulgated thereunder.

RICO

for any actual or alleged violations of the Racketeer Influenced and Corrupt Organization Act 18 USC Sections 1961 et seq and any amendments thereto, or any rules and regulations promulgated thereunder.

SEC

for any actual or alleged violation of any of the provisions of the Securities Act of 1933, the Securities Exchange Act 1934 or any similar regional, provincial, territorial, federal or state law or any common law relating thereto.

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Contract Approval Summary Request for Quotes ("RFQ") PS20172186 RANGE TECHNICIAN FOR THE VPD TACTICAL TRAINING CENTRE

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