

File No.: 04-1000-20-2019-127

May 31, 2019

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 writing regarding your request dated February 27, 2019 for:

The following active contracts at Vancouver Civic Theaters from April 1, 2017 to February 26, 2019:

- 1. Guardteck Security,**
- 2. Metro Parking,**
- 3. Securiguard Security, and**
- 4. Pickering Safety.**

All responsive records are attached.

As noted in our letter of March 18, 2019, the City confirms there is no contract with Pickering Safety.

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 (#04-1000-20-2019-127); 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,



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

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

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

Encl.

:ma

SECURITY SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the 15th day of February, 2013

BETWEEN:

THE CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* and having an office at 453 West 12th Avenue, Vancouver, British Columbia V5Y 1V4

(the "City")

AND:

THE VANCOUVER PUBLIC LIBRARY BOARD, a corporation existing under the *Library Act* (British Columbia) and having an office at 350 West Georgia Street, Vancouver, British Columbia V6B 6B1

(the "Library")

AND:

SECURIGUARD SERVICES LTD., a corporation organized under the laws of (British Columbia) with its registered and records office(s) at 300 - 1575 West Georgia Street, Vancouver, British Columbia V6G 2V3

(the "Contractor")

BACKGROUND:

- A. Pursuant to the Request for Proposals No. PS20110718 (the "RFP"), the City invited proposals from qualified proponents for integrated security services meeting the requirements set out in Appendix 2 to Part C of the RFP (the "Requirements");
- B. In response to the RFP, the Contractor submitted the Contractor's proposal to perform integrated security services in accordance with the Requirements, as supplemented by the Contractor's proposal;
- C. The City and the Library wish to retain the Contractor for the performance of services on the terms and conditions set out in this Agreement and, and the Contractor wishes to perform such services on such terms and conditions.

THE CITY, THE LIBRARY AND THE CONTRACTOR NOW AGREE as follows:

1.0 Definitions

The following capitalized words and terms, unless the context otherwise requires, have the respective meanings set out below:

"Additional Compensation" has the meaning set out in Section 4.2;

"Agreement" means the legal agreement between the City, the Library and the Contractor, by which the Contractor agrees to provide security services to the City, the Library and the Other City Entities, as set out in the Contract Documents;

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"City" means the entity defined as such on the front page of this Security Services Agreement;

"Claims" means third party claims, counterclaims, complaints, demands, causes of action, liabilities, obligations, damages, losses, legal fees, liens, awards, costs, expenses and disbursements (including without limitation reasonable legal fees and court costs on a solicitor and own client basis) of any nature or kind, whatsoever and howsoever arising, whether known or unknown, whether in law or in equity or pursuant to contract or statute, and whether in any court of law or equity or before any arbitrator or other body, board or tribunal;

"Contract Documents" means this Security Services Agreement, including its schedules, the Proposal, the Requirements and such other documents as are listed in this Security Services Agreement as forming part of the Agreement, including all amendments or addenda to any of the foregoing agreed in writing between the parties;

"Contract Price" has the meaning set out in Section 5;

"Contractor" means the entity defined as such on the front page of this Security Services Agreement;

"Contractor Personnel" means all officers, employees, agents and subcontractors of the Contractor participating, and all other persons engaged directly or indirectly by the Contractor, in its performance of the Security Services;

"Effective Date" means the date on which this agreement takes legal force and effect and is the date set out on the first page of this Security Services Agreement;

"Indemnified Person" has the meaning set out in Section 15.1;

"Library" means the entity defined as such on the front page of this Security Services Agreement;

"Other City Entity" means each of: the Vancouver Board of Parks and Recreation, the Vancouver Police Board, the Vancouver Art Gallery Association and the Parking Corporation of Vancouver;

"Proceedings" means third party actions, suits, proceedings and hearings of any nature and kind in any court of law or equity or before any arbitrator or other body, board or tribunal.

"Proposal" means the proposal submitted in response to the RFP by the Contractor, a portion of which is appended as Schedule "A";

"Requirements" has the meaning set out on the front page of this Security Services Agreement;

"RFP" has the meaning set out on the front page of this Security Services Agreement;

"Security Clearance" means the security clearance level required of the City or the Library from time to time for personnel being allowed access to any Work Site.

"Security Services" has the meaning set out in Section 3.1;

"System Upgrades" has the meaning set out in Schedule "E";

"Sub-Contractor" mean all sub-contractors, suppliers and agents of the Contractor listed in Schedule "D";

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"Term" means the term of this Agreement, as set out in Section 6;

"WorkSafeBC" means the Workers' Compensation Board of B.C. and all regulations enacted pursuant to the Workers' Compensation Act, as amended and re-enacted from time to time;

"Work" means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Security Services; and

"Work Site" means any site(s) owned or controlled by the City, the Library or any Other City Entity where Security Services are to be performed hereunder.

2.0 Contract Documents

2.1 The terms and conditions of the Contract Documents, whether or not actually attached to this Security Services Agreement constitute the Agreement. The Contract Documents are complementary, and what is called for by any one will be as binding as if called for by all. In the event of any inconsistency or conflict between any of the terms and conditions within the Contract Documents, then:

- (a) If the terms or conditions relate to matters other than System Upgrades, they will be construed so as to resolve such inconsistency or conflict in the following order of precedence, preference and priority:
 - (i) this Security Services Agreement, including all schedules hereto except for Schedule "A";
 - (ii) the Requirements; and
 - (iii) the Proposal.
- (b) If the terms or conditions relate to System Upgrades, they will be construed so as to resolve such inconsistency or conflict in the following order of precedence, preference and priority:
 - (i) Schedule "E";
 - (ii) this Security Services Agreement, including all schedules hereto other than Schedule "A" and Schedule "E";
 - (iii) the Requirements; and
 - (iv) the Proposal.

3.0 Security Services

- 3.1 During and at all times throughout the Term, in consideration of monetary remuneration as described herein, the Contractor will provide to the City, to the Library, and to each Other City Entity as the City may direct from time to time, security services in accordance with the Requirements, and as described in the Proposal, as well as System Upgrades (as and when requested, and then accepted, by the City, the Library or the City on behalf of an Other City Entity, as the case may be), including, without limitation, all labour, materials, equipment, supplies and other services and things reasonably necessary for the full, competent, skilful, careful, diligent and efficient performance of such services (together, the "Security Services").
- 3.2 For the avoidance of doubt, the Contractor will not provide any Security Services to any Other City Entity (and will not be compensated therefor) unless the City directs the Contractor, in writing, to provide the particular Security Services to the particular Other City Entity.

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- 3.3 The Contractor will perform the Security Services carefully, competently, skillfully, diligently and efficiently at all times during the Term.
- 3.4 The Contractor represents and warrants that it is competent and has the knowledge, experience, skills, qualifications and certifications necessary to perform the Security Services as required by the Agreement and acknowledges that its representations to that effect are a major factor in the City's and the Library's selection of the Contractor to provide the Security Services. The Contractor agrees that during the Term of this Agreement, the Contractor is acting in a fiduciary capacity for the City, the Library and each Other City Entity for which Security Services are provided hereunder, and therefore shall not engage in any conduct which would or might put the interests of the City, the Library or any Other City Entity for which Security Services are provided hereunder into conflict with the interests of any third person whether or not a client of the Contractor's or the Contractor itself. Without limiting the general scope of this Section 3.4 and by way of example only, the Contractor is prohibited from and will not: (a) assist or do anything which could be seen as assisting any third party to gain an unfair competitive advantage over other entities in respect of the provision of System Upgrades as a Sub-Contractor to the Contractor (except that the City and the Library now consent to the Contractor giving preference (but only on an equal basis to all three) to the three preferred Sub-Contractors proposed by the Contractor in its Proposal and to the suppliers of existing legacy systems where reasonably necessary to repair or extend the life of a legacy security system), or (b) take or receive any financial benefit or other benefit or compensation of any kind from any entity or any affiliated party of any entity proposing to supply a System Upgrade as a Sub-Contractor to the Contractor. The Contractor now acknowledges that a breach of this Section 3 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and the *Criminal Code of Canada* and, accordingly, could be punishable as a crime, and subject the Contractor to punitive and aggravated damages, and not merely compensatory damages for breach of contract under this Agreement.
- 3.5 Without limitation to any other remedies that might be available to the City or the Library, if at any time during the Term, in the opinion of the City or the Library, the Contractor is not performing the Security Services with the care, competence, skill, diligence or efficiency required by the Agreement, on written notice to the Contractor, the City or the Library may require the Contractor to rectify any deficiencies in the Contractor's performance of the Security Services as identified in the notice, and the Contractor, at its expense, immediately on receipt of such notice, will rectify such deficiencies.
- 3.6 At all times in its performance of the Security Services pursuant to the Agreement, the Contractor will consult and cooperate with the City, the Library, and the Other City Entities, as applicable, and, as appropriate, their personnel, contractors, consultants and suppliers, so as to ensure that the Security Services are performed safely, effectively, efficiently, cost effectively and with minimum inconvenience to the public.
- 3.7 The Contractor will ensure that at all times during the Contractor's performance of the Security Services, for the effective and efficient performance thereof, there are effective and fully operational, electronic communications systems in place amongst on-duty Contractor Personnel, as appropriate, and between all on-duty Contractor Personnel and personnel of the City, the Library and the Other City Entities, as determined by the City and the Library.

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4.0 Changes to Security Services

- 4.1 The City and the Library may each at any time, upon notice to the Contractor, increase, reduce or otherwise modify the scope of the Security Services, as and when required by the City or the Library (the latter as to the Security Services provided to itself only), and the Contractor shall, subject to the provisions of Section 4.2 and 4.3, accept and perform such increased, decreased or modified scope of Security Services.
- 4.2 If the City (for itself or an Other City Entity) or the Library requests an increase to the scope of Security Services, or if the Contractor reasonably believes that any modification to the Security Services requested by the City or the Library constitutes additional work or services that would entitle the Contractor to additional fees or reimbursable expenses not provided for in Schedule "B" ("Additional Compensation") if that work or service were performed, the Contractor shall, prior to undertaking the work or service, provide to the City or the Library, as the case may be, a "contemplated change notice" setting out the Additional Compensation to which it believes it is entitled, which Additional Compensation will be determined based on the pricing terms and methodology set out in Schedule "B" (and which, in any event, will no less favourable to the City or the Library, as the case may be, than the compensation payable for the Security Services pursuant to Schedule "B".) If the City or the Library, as the case may be, accepts the Contractor's claim for Additional Compensation, it shall execute the Contractor's notice in the space provided for its approval, and such executed notice shall constitute an approved change order and the Contractor's authorization to proceed with the work. In the event that the City or the Library does not accept the Contractor's claim for Additional Compensation, the City or the Library, as applicable, may direct the Contractor to carry out the disputed work or services and the Contractor shall carry out the work or services so directed without prejudice to any right it may have to assert a claim for Additional Compensation after completion of the Security Services.
- 4.3 If the City or the Library requests a decrease to the scope of Security Services, or if any modification to the Security Services requested by the City or the Library constitutes a deduction in scope that it would be reasonable to conclude would entitle the City or the Library to a reduction in the compensation payable hereunder, the parties will (if the relevant reduction cannot be computed by reference to Schedule "B") negotiate an equitable reduction to the compensation payable in respect of the Security Services, and shall execute a contemplated change notice or change order to reflect such change in compensation. In the event the parties are unable to agree upon the amount of reduction to the compensation payable in respect of the reduced scope of Security Services, the City or the Library, as the case may be, may direct the Contractor to carry out the reduced scope of services and will pay the Contractor such reduced compensation as the City or the Library, as the case may be, determines is equitable, without prejudice to any right the Contractor may have, after completion of the Security Services, to assert a claim for all or any portion of the compensation withheld by the City or the Library in reliance on this Section 4.3 (provided that the Contractor's claim shall not include any amount for loss of revenue or loss of profit).
- 4.4 The City or the Library may from time to time request reasonable changes to the key personnel of the Contractor, and the Contractor shall comply with any such request. The Contractor shall not change any of its key personnel without the prior written approval of the City and the Library, which approval will not be unreasonably withheld.
- 4.5 All orders or instructions with respect to the Security Services issued by (i) the City's Corporate Security Representative, (ii) the City's responsible Category Manager, Supply Chain Management, or (iii) the Library's Security Coordinator or Director of Corporate

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Services to the Contractor will be obeyed, performed and complied with by the Contractor promptly, efficiently and to the satisfaction of the City or the Library, as applicable. However, if the Contractor is of the opinion that such orders or instructions are not authorized under the provisions of the Contract Documents or involve a change in the Security Services, it must promptly notify the City and the Library in writing before proceeding to carry them out and, in any event, within two days of the receipt of such orders or instructions. The giving of such notice to, and its receipt by, the City and the Library will not constitute an acknowledgement by the City or the Library as to the validity of the Contractor's claim, and the City and the Library now reserve all rights to contest or dispute the Contractor's claim. If the Contractor does not so notify the City or the Library within the time so limited, it will not be entitled to later claim that the orders or instructions were not so authorized or involved a change in the Security Services. In any event, the giving of such notice to the City and the Library will not relieve the Contractor of its obligation to carry out and to obey such orders or instructions.

- 4.6 Notwithstanding any other provision hereof, Sections 4.1 through 4.5 above do not apply to System Upgrades.

5.0 Remuneration for Security Services

- 5.1 Except with respect to System Upgrades, the City and the Library will each pay remuneration to the Contractor, for its performance of the Security Services, on the basis of the rates per items and at the times described in Schedule "B" hereto (the "Contract Price") and in accordance with Section 20 of this Agreement.
- 5.2 No Additional Compensation whatsoever shall be payable by the City or the Library for work performed by the Contractor which has not been approved in accordance with Section 4 hereof.
- 5.3 The City and the Library are entering into this Agreement on a several (and not joint) basis, and each shall be responsible to pay the Contractor only for the Security Services performed on its behalf (or, in the case of the City, on behalf of an Other City Entity).

6.0 Term/Non-Exclusivity

- 6.1 The Contractor shall between the 15th day of February 2013 and the 15th day of February 2018 (the "Term") perform and complete the Security Services, in accordance with the Contract Documents, subject to extension of the Term hereof or earlier termination of this Agreement in accordance with the provisions of this Agreement. The City and the Library may, at their sole discretion, jointly opt to extend the Term, on a year by year basis, for up to a further two years, to a total maximum of a seven-year Term to the 15th day of February 2020. Notwithstanding the foregoing, the "Term" of this Agreement with respect to any System Upgrade will be as established pursuant to Schedule "E", independent of, and without prejudice to, any extension, renewal expiry or cancellation of the Term for the other Security Services.
- 6.2 Where the parties hereto continue to deal with each other following an expiry date, this Agreement will be deemed to be renewed for an additional one-year period. However, during each additional one-year period, this Agreement may be cancelled by the City and the Library, acting jointly, without cause on at least 30 days' prior written notice to the Contractor, or by the Contractor on at least 120 days' prior written notice to the City and the Library.

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- 6.3 Despite any other term of this Contract, the RFP or the Proposal, nothing in this Agreement is intended to grant the Contractor any rights of exclusivity or any other right to be the sole supplier to the City, the Library or any Other City Entity of the Security Services, to supply a specified or minimum quantity of Security Services hereunder or any other similar right, and the Contractor now acknowledges and agrees to the same.

7.0 Sub-Contractors

- 7.1 The Contractor may use Sub-Contractors to assist in the performance of the Security Services, except that the Contractor will not subcontract all or, as determined by the City and the Library, in their discretion, substantially all of the Security Services. However, although the foregoing restriction generally applies to the Project Services supplied for a System Upgrade, it does not apply to the Sub-Contractors retained by the Contractor to supply the hardware, software, installation/implementation, warranty, maintenance and support services for a System Upgrade. All Sub-Contractors are the responsibility of the Contractor.
- 7.2 The Contractor will be held as fully responsible to the City and the Library for the acts and omissions of its Sub-Contractors and of persons directly or indirectly employed by such Sub-Contractors, as for the acts and omissions of persons directly employed by it.
- 7.3 Nothing contained in any of the Contract Documents will create any contractual relationship between any Sub-Contractor and the City or the Library.
- 7.4 The Contractor agrees to ensure compliance by every Sub-Contractor with the terms and requirements of the Contract Documents.
- 7.5 The Contractor may retain approved Sub-Contractors to assist in the performance of the Security Services, provided that:
- (a) the Contractor shall not subcontract all or substantially all of the Security Services to a Sub-Contractor;
 - (b) the Contractor shall require that the terms of this Agreement apply to its Sub-Contractors; and
 - (c) the Contractor shall be wholly responsible for the professional standards, performance, acts, defaults and neglects of such Sub-Contractors.
- 7.6 The Contractor represents to the City and the Library that all Sub-Contractors are competent and have the qualifications, designations, experience and capabilities necessary to carry out the relevant Work to a high standard. The Contractor shall cause all Sub-Contractors to exercise the degree of care, skill, diligence in the performance of Work as is required by the City or the Library.
- 7.7 Except in respect of System Upgrades, no sub-contractors will be permitted to be used by the Contractor save for those expressly named by the Contractor in its Proposal and listed in Schedule "D" and then only for the "Area of Responsibility" set out beside each such Sub-Contractor's name in Part C - Form of Proposal - *Management Proposal* of its Proposal, or subsequently permitted in writing by the City pursuant to Section 9.0.
- 7.8 The Contractor, its Sub-Contractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and its Sub-Contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City, the Library or any Other City Entity.

8.0 Disqualification of Contractor Personnel

- 8.1 Without limitation to any other remedies that might be available to the City or the Library, by written notice to the Contractor, the City or the Library may require that the Contractor discontinue the use of any Contractor Personnel engaged in the performance of the Security Services, for any reason, including, but not limited to:
- (a) intoxication;
 - (b) theft, fraud or other dishonesty;
 - (c) security risk;
 - (d) use of foul, profane, vulgar or obscene language or gestures;
 - (e) solicitation of gratuities or tips from any person for services performed under the Agreement;
 - (f) wilful misconduct, negligent or recklessness with respect to safety or sanitary requirements or regulations;
 - (g) loss of or failure to obtain any Security Clearance required by the City (including on behalf of, and upon the request of any Other City Entity) or by the Library;
 - (h) Any public nuisance or disorderly conduct;
- 8.2 Immediately on receiving any such notice from the City or the Library, the Contractor will ensure immediately that all such persons will no longer be employed or otherwise engaged, directly or indirectly, in the performance of the Security Services and that all such persons can no longer access any restricted areas or information of the City, the Library or any Other City Entity.

9.0 Assignment

- 9.1 Except as expressly required by Schedule "E", subject to Section 7, the Contractor will not assign, sublet, subcontract, or let out as task work any part of the Work or any of the Contractor's obligations under the Contract Documents to any third party, and will not assign or otherwise transfer any of the rights of payment under the Contract Documents to any third party, without in each case the prior written consent of the City and the Library, which consent the City or the Library may arbitrarily withhold. If the City and the Library consent to any such assignment, subletting or letting out as task work of all or any part of the Work, the Contractor will in no way be relieved from its responsibility for the fulfilment of the Work, but will continue to be responsible for the same pursuant to this Agreement.
- 9.2 The Contractor shall not assign this Agreement, in whole or in part, or any payments due or to become due under this Agreement, either voluntarily, involuntarily or by operation of law, without the express written consent of the City and the Library, which may be unreasonably or arbitrarily withheld.

10.0 Time of the Essence

- 10.1 Time shall be of the essence of this Agreement.
- 10.2 Notwithstanding Section 10.1, none of the City, the Library or the Contractor shall be deemed to be in default for delays in performance (other than delays in payment) caused by circumstances beyond the reasonable control of the non-performing party. For the purposes hereof, such circumstances include, but are not limited to, extreme weather conditions, flood, earthquake, fire, epidemic, war, riot and other civil disturbance, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by the City, the Library or the Contractor under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other parties describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.
- 10.3 For all obligations of the Contractor pursuant to this Agreement, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the City or the Library, will not waive the City's right or the Library's right to claim damages for such breach, nor constitute a waiver by the City or the Library of the requirement of timely performance of any obligation remaining to be performed.

11.0 Compliance with Laws, Permits and Regulations

- 11.1 In carrying out its obligations, the Contractor will familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and will obtain all necessary licenses, permits and registrations as may be required by law.

12.0 Confidentiality

- 12.1 "Confidential Information" means all information and data disclosed orally, in writing or electronically, by one party to another party hereto on a confidential basis including, without limitation, all such information and data relating to the structure, personnel and operations of the disclosing party, including financial, planning, marketing, advertising and commercial information and strategies; employee, supplier and customer information and data; contractual agreements, records and correspondence; computer programs, computer-related data and databases; trade secrets, inventions, designs, methods, processes and know-how; and items provided or disclosed to a party by third parties under an obligation of confidentiality. Confidential Information shall not include information which: (i) is or becomes generally available to the public other than as a result of disclosure by a party in breach of this Agreement; (ii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, that is not, to the knowledge of the receiving party after due inquiry, bound by a duty of confidentiality prohibiting the disclosure thereof; or (iii) was within the receiving party's possession prior to being furnished by the disclosing party, as evidenced by written records of the receiving party; or (iv) is required to be disclosed pursuant to the order of a court of competent jurisdiction or government authority with jurisdiction over the performance of the Security Services.
- 12.2.1 It is contemplated that in the course of the performance of this Agreement each party may, from to time, disclose its Confidential Information to the other parties. During and after the term of this Agreement, subject to Section 12.4, each party agrees:

- (a) to keep and use in strict confidence all Confidential Information of the other parties that it acquires, sees or is informed of, as a direct or indirect consequence of this Agreement and to not, without the prior written consent of the relevant other party, disclose any such Confidential Information; and
- (b) not to use, copy, duplicate or reproduce, either directly or indirectly, any of the Confidential Information of the other parties or any recollections thereof for any purpose other than for the performance of its obligations under this Agreement, without the relevant other party's prior written approval, except in the case of disclosure to governmental or regulatory agencies or other third parties acting in an official or professional capacity relating to the Security Services.

12.2 Without limiting the generality of the foregoing, the Contractor shall not disclose any information, plans or designs to which the Contractor may have access by virtue of its connection with the Security Services to any person not expressly authorized by the City to review such information, plans or designs. The Contractor shall also cause all Sub-Contractors to comply with the foregoing confidentiality requirements. The City and the Library may impose the following restrictions to safeguard the confidentiality of all such information, plans and designs:

- (a) restrictions upon persons to be permitted access to information, plans or designs;
- (b) restrictions upon time and place of access and method of reproduction;
- (c) restrictions upon uses to which such information, plans or designs may be put by the Contractor; and
- (d) restrictions necessary, in the reasonable opinion of the City or the Library, as the case may be, to protect and safeguard confidentiality, both before and after the termination of this Agreement.

The City or the Library may require, and in such event the Contractor shall cause, any Sub-Contractor to execute an agreement with the City or the Library, as the case may be, regarding the confidentiality of all information, plans and designs.

12.3 The Contractor acknowledges that information provided to the City, an Other City Entity or the Library may be provided to, or be available to, organizations and personnel that are subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the *Access to Information Act* (Canada). If the Contractor considers that any of its information is particularly sensitive, then the Contractor shall identify that confidential information as such and advise the City or the Library, as applicable, in writing.

12.4 Upon expiration or earlier termination of this Agreement, each party shall promptly cease all use of the Confidential Information of the other parties and upon written request will return all Confidential Information.

12.5 The parties acknowledge that in the event of a breach by any of them of its obligations of confidentiality, damages alone would not be an adequate remedy. Each party agrees that each other party, in addition to and without limiting any other right or remedy it may have, will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.

13.0 No Promotion of Relationship

- 13.1 The Contractor must not disclose or promote its relationship with the City, any Other City Entity or the Library, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the City or the Library, as applicable (except as may be necessary for the Contractor to perform the Contractor's obligations under the terms of the Agreement) and the Contractor will ensure that all Sub-Contractors are bound by and comply with this provision.

14.0 Protection of Person and Property

- 14.1 The Contractor will use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the Security Services, and the Contractor will be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Work or caused in any other manner by the Contractor, or its employees or Sub-Contractors.
- 14.2 The Contractor will effectively warn and protect the public and other personnel from any danger as a result of the Work being done.

15.0 Indemnification

- 15.1 The Contractor shall defend, indemnify and hold harmless the City, the Other City Entities, the Library and all past and present directors, officers, officials, agents, employees and representatives of the City, each City Entity and the Library (each, an "Indemnified Person") from and against all Claims and Proceedings, whether direct or indirect, of any nature of kind whatsoever, either before or after the expiration or termination of this Agreement, arising out of or in connection with:
- (a) any breach of this Agreement, wilful misconduct or negligent act, error or omission by the Contractor or any person for whom the Contractor is responsible at law or pursuant to the provisions of this Agreement, including without limitation, injury or death to anyone, loss or damage to property of any person, any claim or matter in dispute between the Contractor and any Sub-Contractor, and any failure or deficiency by the Contractor or any Sub-Contractor in providing the Security Services; and
 - (b) any infringement or alleged infringement of any copyright, patent, trademark, industrial design, trade secret or other intellectual property rights of any person, or of any obligation of confidentiality, in connection with the Security Services;

except only to the extent such Claims or Proceedings are attributable to a breach of this Agreement by the City or the wilful misconduct or negligent acts, errors or omissions of the Indemnified Person, or any third party performing work on behalf of the Indemnified Person for whom the Contractor is not responsible at law or pursuant to the provisions of the Agreement.

- 15.2 The Contractor appoints the City and the Library as the trustees for the Indemnified Persons of the covenants of indemnification of the Contractor with respect to such Indemnified Persons as specified in this Agreement and the City and the Library accept such appointment.

16.0 Insurance Requirements

- 16.1 Without limiting any of its obligations or liabilities under the Agreement, the Contractor and its Sub-Contractors will obtain and continuously carry during the term of the Agreement at their own expense and cost, the following insurance coverage specified in this Section 16.
- 16.2 All insurance policies will be in a form and in amounts satisfactory from time-to-time to the City and the Library, and with insurers acceptable to the City's Director of Supply Chain Management and will provide for the provision to the City's Director of Supply Chain Management with sixty (60) days' prior written notice of material change, lapse or cancellation, and that any such notice must identify the Agreement title, policy number, policyholder, and scope of work.
- 16.3 The Contractor and each of its sub-contractors will provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.
- 16.4 None of the providing of insurance by the Contractor in accordance with the requirements hereof, the insolvency or bankruptcy of any insurance company or the failure of any insurance company to pay any claim accruing will be held to relieve the Contractor from any other provisions of the Agreement with respect to liability of the Contractor or otherwise.
- 16.5 All insurance coverage obtained by the Contractor or a Sub-Contractor will be primary insurance as respects the City, the Other City Entities and the Library. Any insurance or self-insurance maintained by or on behalf of the City, an Other City Entity, the Library, or any of their officers, officials, employees or agents will be excess of this insurance and shall not contribute with it.
- 16.6 On or prior to the Effective Date, the Contractor will provide the City and the Library with evidence of all required insurance in the form of the attached Certificate of Insurance supported by a certified copy of each policy. The Certificate of Insurance will identify the Agreement title, policy numbers, policyholder and scope of work and must not contain any disclaimer whatsoever. At all times thereafter, during the term of the Agreement, the Contractor must comply with all its insurance obligations described herein. Proof of insurance, in the form of a certificate of insurance or certified copies of all insurance policies will be made available to the City and the Library at any time during the term of the Agreement upon request.
- 16.7 The Contractor will provide in its agreements with its Sub-Contractors clauses in the same form as those found in this Section 16. Upon request, the Contractor will deposit with the City and the Library detailed certificates of insurance for the policies of its Sub-Contractors and copies of the insurance policies.
- 16.8 The Contractor will obtain and maintain in full force and effect during the term of the Agreement, insurances not less than those set out below from companies duly registered and authorized to conduct insurance business in the Province of British Columbia:
- (a) commercial general liability insurance in sufficient amounts and description to protect the Contractor, its sub-contractors, the City, the Other City Entities, the Library and their respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Agreement.

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- (b) third party legal liability Insurance in an amount not less than five million dollars (\$5,000,000.00) per occurrence for vehicles owned and/or operated by the Contractor in connection with the Agreement.
- (c) a commercial blanket bond (employee dishonesty insurance) covering the loss of money, securities and other property, which the Contractor, the City, the Other City Entities and the Library shall sustain in an amount of not less than \$250,000 aggregate per occurrence, resulting directly from the fraudulent or dishonest acts committed by an employee of the insureds, acting alone or in collusion with other. The policy shall contain a deductible not exceeding \$5,000 per occurrence and any deductible in relation to this requirement will be paid by the Contractor.

16.9 The limit of commercial general liability insurance shall be not less than five million dollars (\$5,000,000.00) per occurrence inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and complete operations. The deductible per occurrence shall not exceed five thousand dollars (\$5,000) per occurrence.

16.10 The commercial general liability insurance shall:

- i) be on an occurrence form;
- ii) add the City, the Other City Entities, the Library, and their respective officials, officers, employees and agents as additional insureds;
- iii) contain a cross-liability or severability of interest clause;
- iv) extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.

17.0 WorkSafeBC

17.1 The Contractor agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Contractor agrees that the City and the Library have the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City or the Library, as applicable, to the Contractor. The City and the Library will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.

17.2 The Contractor will provide the City and the Library with the Contractor's and each Sub-Contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Contractor and each Sub-Contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City or the Library having any obligation to pay monies under this Agreement. The Contractor will indemnify the City, the Other City Entities and the Library and hold harmless the City, the Other City Entities and the Library from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Contractor in the performance of this Agreement or arising

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out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.

- 17.3 Whenever the Contractor is required or permitted to perform any Security Services on any City, Other City Entity or Library sites, the Contractor is now appointed and now accepts appointment as the "prime contractor" in connection with such Security Services (as defined in the WorksSafeBC regulations).

18.0 Character of Workers/Security Clearance

- 18.1 Notwithstanding any other remedies contained in this Agreement, on the verbal request of the City or the Library, the Contractor will immediately remove any employee, Sub-Contractor or agent from performing any Security Services pursuant to this Agreement for any reason cited by the City or the Library, including but not limited to the following:

- (a) Intoxication;
- (b) Use of foul, profane, vulgar or obscene language or gestures;
- (c) Solicitation of gratuities or tips from any person for services performed under the Agreement;
- (d) Wilful, negligent or reckless action in disregard of safety or sanitary requirements or regulations; or
- (e) Loss of or failure to obtain a Security Clearance; or
- (f) Any action which may constitute a public nuisance or disorderly conduct.

- 18.2 The Contractor will cause all Contractor Personnel it proposes to employ or otherwise engage in its performance of the Security Services to submit to and cooperate fully in respect of all such personal, security background checks as the City or the Library may require to ensure to its satisfaction that no such persons are in any way a potential security risk.

19.0 City's Right to Remedy

- 19.1 Should the Contractor neglect to execute the Work properly or fail to perform any provision of the Contract, the City or the Library may, without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from any payment due to the Contractor.

20.0 Cancellation/Termination

- 20.1 This Agreement may be terminated before completion of the Security Services, anything to the contrary herein notwithstanding, as follows:

- (a) by the City or the Library, each at its option, upon 30 Business Days' notice to the other parties, provided that in such event the City and the Library shall pay to the Contractor the amounts specified in Section 20.3; or
- (b) by any party, at its option, at any time after the happening of an Event of Default.

- 20.2 For the purposes hereof, an "Event of Default" shall be deemed to occur if:

- (a) in the case of any party:

SECURITY SERVICES AGREEMENT

- (i) such party is in breach of any covenant, obligation or representation hereunder and such breach persists un-remedied for a period of ten (10) Business Days after a non-defaulting party has provided the defaulting party with notice of and particulars of the breach or alleged breach, provided that the non-defaulting party may terminate without providing a cure period with respect to actions of the defaulting party that are part of a continuing course of conduct in respect of which prior written notice has been given; or
 - (ii) such party is adjudged bankrupt, becomes insolvent or unable to discharge its liabilities as they become due, makes an assignment for the benefit of its creditors, is subject to the appointment of a receiver, or a petition of bankruptcy is made against it; and
 - (b) in the case of the Contractor only:
 - (i) there occurs or, in the reasonable opinion of the City or the Library, there exists a threat of, a strike, lockout, work slowdown, labour disturbance, or refusal to work by the employees of a Sub-Contractor or of the Contractor;
 - (ii) any Sub-Contractor becomes insolvent or unable to discharge its liabilities as they become due or makes an assignment for the benefit of its creditors or a petition of bankruptcy is made against it, and such situation will, in the City's or the Library's reasonable determination, have an adverse impact on the Security Services.
- 20.3 Where this Agreement is terminated under Section 20.1(a), the City and the Library shall pay to the Contractor such remuneration as the City and the Library, acting reasonably, each determine has been earned by the Contractor to the date of termination. Upon the termination of this Agreement and payment as required hereunder, the City and the Library shall have no further obligation or liability to the Contractor with respect to compensation payable to the Contractor hereunder and may as a condition of final payment under this Agreement require the Contractor to execute and deliver a release and discharge in favour of the City and the Library in relation to the compensation payable to the Contractor hereunder.
- 20.4 In the case of an Event of Default by the Contractor or if the Contractor fails to supply and provide the Security Services or any part thereof in accordance with this Agreement, the City or the Library may, without limiting any other rights it may have, remedy any deficiency and may engage others to do so, and may charge against the Contractor all extra costs and expenses in doing so. The City and the Library will be under no obligation to remedy any failure or deficiency on the part of the Contractor and will not incur any liability to the Contractor for any action or omission in the course of their remedying or attempting to remedy any such failure or deficiency, or for declining to exercise the rights identified in this Section.
- 20.5 Termination of this Agreement for any reason shall not prejudice, limit or affect any claim or matter outstanding prior to termination or obligations consequent upon termination or which by their nature survive termination as provided for herein.
- 20.6 The City and the Library, each may, at any time and from time to time by delivery of notice in writing to the Contractor, suspend the performance of the Security Services in respect of itself (or, in the case of the City, in respect of an Other City Entity) for the period of time specified in such notice. In that event the City or the Library, as

applicable, shall pay to the Contractor such part of the compensation as can reasonably be considered to have been earned by the Contractor to the date of the suspension, and any costs or expenses directly incurred and not reasonably avoidable as a result of such suspension. The Contractor shall have no claim against the City or the Library for any costs, expenses, damages or other liabilities suffered or incurred by the Contractor as a result of any suspension hereunder unless otherwise agreed by the City or the Library, as the case may be, in writing

21.0 Payment of Remuneration of Security Services

- 21.1 The Contractor shall submit invoices to the City and the Library, separately, in arrears, on the basis set out in Schedule "B". Each invoice shall be clearly itemized to show the City contract number, the entity for which the relevant Security Services have been performed (whether the City, an Other City Entity or the Library), the names(s) and position(s) of each Contractor employee, number of hours worked, hourly charge-out rate, taxes (and the Contractor's tax registration number(s)), and the costs incurred to employ any Sub-Contractors or engage outside suppliers. The Contractor shall also provide to the City or the Library, as applicable, all employee time sheets or other evidence as may be required in support of each invoice. The Contractor will submit each invoice to (as applicable):

City of Vancouver
Attention: Accounts Payable
P.O. Box 7757, 349 West Georgia Street
Vancouver, British Columbia, V6B 0L5

Email: APCentral@vancouver.ca,

or to such other address as the City or the Library may designate in writing from time to time; provided that the City may require invoices in respect of services provided to Other City Entities to be sent to addresses different from the address to which invoices in respect of services provided to the City are sent.

- 21.2 Except for any amounts which the City or the Library is in good faith disputing, any set-off which the City or the Library may claim, any amounts in respect of which the City or the Library has requested and not received supporting evidence and any holdback required to be made under applicable law, each of the City and the Library shall pay invoices submitted to it for Security Services within 30 days of receipt thereof. Notwithstanding the foregoing, the Other City Entities may make payments on behalf of the City from time to time.
- 21.3 The Contractor shall keep, and shall cause any Sub-Contractors to keep, books, records, documents, invoices, receipts and other evidence relevant to the provision of the Security Services in accordance with generally accepted accounting principles and practices consistently applied. The City, the Library or any of their duly authorized representatives shall, for the purpose of audit and examination, have access to and be permitted, upon reasonable notice to the Contractor, to inspect such books, records, documents and other evidence for review, copying and audit at any time and from time to time while this Agreement is in effect and for a period of three years after the expiry or termination of this Agreement for any reason.
- 21.4 The City and the Library may, if applicable, withhold any holdback required by the *Builders Lien Act* (British Columbia).

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- 21.5 The Contractor will pay to the City and the Library as a price adjustment those amounts set out in Section 4.0, Commercial Proposal, Part C - Form of Proposal, not as a penalty, but as a genuine pre-estimate of the City's actual out-of-pocket costs resulting from a service failure and as liquidated damages.

22.0 Contractor Personnel

- 22.1 The Contractor will supply all personnel reasonably necessary for the performance of the Security Services in accordance with the Agreement.
- 22.2 The Contractor will ensure that all Contractor Personnel are adequately trained, qualified, competent and in all other ways suitable to participate in the Contractor's performance of the Security Services in accordance with and to the standards required under the Agreement and that all Contractor Personnel comply in all respects at all times with the terms of the Agreement as they apply to the Contractor's and their performance of the Security Services.
- 22.3 All Contractor Personnel must possess effective communication skills, appropriate for the duties to which they are assigned, and must be fluent in English, in writing and speech, unless otherwise expressly authorized by the City or the Library.
- 22.4 Without limitation to any other requirement under the Agreement, the Contractor will ensure that all Contractor Personnel carry out their duties in connection with the Security Services skilfully, diligently, safely, efficiently and politely and that they are well and professionally groomed and attired at all times while on duty in the performance of the Security Services.
- 22.5 Contractor Personnel are not permitted to solicit or accept gifts or gratuities of any kind at any time from any person for any reason in connection with the Security Services.
- 22.6 The Contractor will ensure that all Contractor Personnel know at all times when on duty in Contractor's performance of the Security Services that they are not permitted to solicit or accept gifts or gratuities at any time from any person for any reason in connection with the Security Services and, on becoming aware of any person contravening this prohibition, will immediately report the matter to the City and the Library and take such corrective and remedial steps in respect thereof as the City and the Library may require.
- 22.7 Contractor Personnel, while on duty in the performance of the Security Services, will not use any electronic communications equipment or any office equipment or supplies or any other equipment, instruments or devices in connection with the Security Services except as the Contractor supplies to them or the City and the Library may expressly authorize.
- 22.8 The Contractor will not employ or otherwise engage, directly or indirectly, in its performance of the Security Services any person the City or the Library, in their discretion, consider to be unsuitable for any duties to which any such person is assigned or for which it is proposed any such person be assigned.
- 22.9 The Contractor is responsible in all respects at all times for the activities and conduct of the Contractor Personnel in connection with the Security Services, and such activities and conduct of the Contractor Personnel are activities and conduct of the Contractor.

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- 22.10 At any time during the performance of Security Services, the City or the Library may reasonably require changes in Contractor Personnel assigned, and the Contractor will comply with any such request as and when the City or the Library may require.

23.0 Retention of Contractor Personnel

- 23.1 The Contractor accepts that one of the key determinants of performance in the delivery of the Security Services will be staff retention. Therefore, the Contractor will take all reasonable steps to minimize staff turnover, in line with the initiatives outlined in the Proposal.

24.0 Contract Manager

- 24.1 The Contractor will appoint one of its employees to act as a "Contract Manager" on the Contractor's behalf in connection with the Agreement and will keep the City and the Library fully informed in writing at all times during the Term regarding the identity and contact information of the Contract Manager, or, in the Contract Manager's absence, anyone acting temporarily as such, including, without limitation, a 24 hour per day, 7 days per week, emergency contact phone number.
- 24.2 The Contract Manager will be responsible for the management of the Agreement for the Contractor and the management of the Contractor's performance of the Security Services.
- 24.3 The Contractor will authorize the Contract Manager to make decisions on the Contractor's behalf in connection with the day-to-day performance of the Security Services and the administration of the Agreement, including, without limitation, day to day operations of the Security Services, day to day management of Contractor Personnel, the invoicing of the City for Security Services provided and the resolution of any disputes arising with respect to invoicing.
- 24.4 The Contractor will take reasonable steps to minimize personnel changes in the Contract Manager position, and any such changes will require the express, prior, written approval of the City.

25.0 Contract Coordinator & Field Manager

- 25.1 The Contractor will appoint one or more employees to act as a "Contract Coordinator" and one or more to act as a "Field Manager" for the Contractor in connection with the Agreement and the Security Services. The duties and responsibilities of the Contract Coordinator and Field Manager will be as outlined in the Proposal. The person acting as the Contract Coordinator will be assigned and dedicated solely and full-time to the position and responsibilities thereof as provided for herein.
- 25.2.1 The Contractor will keep the City and the Library fully informed in writing at all times during the Term as to the identities and contact information of its employees acting in Contract Coordinator and Field Manager positions and any changes in respect thereof.
- 25.3 The Contractor will take reasonable steps to minimize personnel changes in the Contract Coordinator and Field Manager positions, and any such changes will require the express, prior, written approval of the City and the Library.

26.0 Supervisory Personnel

- 26.1 The Contractor will ensure that all Contractor Personnel are effectively supervised at all times during the performance of the Security Services.
- 26.2 Without limitation to the foregoing, the Contractor will ensure that, at all times during its performance the Security Services, there is at least one person on duty who has been assigned to act and is acting in a supervisory capacity in relation to other on-duty Contractor Personnel engaged in the performance of the Security Services.
- 26.3 At all times, while on duty in the performance of the Security Services, all Contractor Personnel acting in such a supervisory capacity, unless otherwise expressly consented to by the City, will be engaged exclusively in that capacity.
- 26.4 All Contractor Personnel acting in such supervisory capacity must be fully trained and competent as such and have an intimate knowledge of all tasks and equipment required for the performance of the Security Services so as to be able to adequately, effectively and efficiently direct and supervise all other on-duty Contractor Personnel in the performance thereof.
- 26.5 The duties and responsibilities of Contractor Personnel acting in such supervisory capacity in the Contractor's performance the Security Services, include, without limitation:
 - (a) oversight, inspection, control and direction of the activities of all on-duty Contractor Personnel they are assigned to supervise;
 - (i) consultation with the City and the Library, in accordance with mutually agreed schedules, regarding the Security Services and the Contractor's performance thereof;
 - (ii) implementation of instructions and direction of the City and the Library regarding the Security Services and the Contractor's performance thereof; and
 - (b) ensuring that Contractor Personnel perform the Security Services in a manner that is of the highest quality and complies in all respects with the Agreement.
- 26.6 The Contractor will not make any substitutions or replacements in respect of Contractor Personnel acting in supervisory capacities in relation to the Contractor Personnel performing the Security Services, without the prior written approval of the City and the Library, which approval will not be unreasonably withheld.
- 26.7 The Contractor will keep the City and the Library fully informed in writing at all times during the Term as to the identities of and the on-duty contact information for all Contractor Personnel acting in such supervisory capacities and as to any changes with respect thereto.

27.0 Transition Plan

- 27.1 The Contractor, the City and the Library will do all things necessary to implement the transition plan and protocol for the management of the Agreement as set out in the Proposal

28.0 Notices

28.1 Addresses for Notice

Any notice required or permitted to be given by one party to another pursuant to this Agreement must be delivered or sent by e-mail or fax as follows:

TO THE CITY:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: Gary Wilson, Corporate Security Manager
Fax: 604-873-7049
E-mail : gary.wilson@vancouver.ca

with a copy to:

Andrew Matterson, Category Manager
Fax: (604) 873-7445
E-mail: andrew.matterson@vancouver.ca

TO THE LIBRARY:

VANCOUVER PUBLIC LIBRARY BOARD
350 West Georgia Street
Vancouver, British Columbia
V6B 6B1

Attention: Eric Smith, Director of Corporate Services
E-mail: ericsmi@vpl.ca

TO THE CONTRACTOR:

SECURIGUARD SERVICES LIMITED
300 - 1575 West Georgia Street
Vancouver, British Columbia
V6G 2V3

Attention: Branko Bejo, General Manager
Fax: 604-685-6013
E-mail: Branko@securiguard.com

or such other person, position, address as one party may advise the others from time to time or at any time, by delivery and any notice given in accordance with this or any other more specific provision of this Agreement is deemed to be received as at the time of delivery or receipt of fax or e-mail confirmation as applicable. Only where expressly authorized by this Agreement may notice be given orally.

28.2 Notice of Actions against the Contractor

The Contractor will notify the City and the Library immediately upon becoming aware at any time of any complaints, demands, claims, threats or the commencement of any

actions at any time against the Contractor, any Sub-Contractor, the City, the Library or any Other City Entity in connection with the Contractor's or any Sub-Contractor's performance of the Security Services or any part thereof.

29.0 Set-off for Third Party Claims

- 29.1 The City and the Library, each at its option and in its discretion, may withhold and set-off against any amounts it might owe to the Contractor for Security Services performed or otherwise, the amounts of any third party claims against the City, any Other City Entity or the Library (or any officials or employees of any of them) made in connection with the Security Services.

30.0 Relationship of Parties

- 30.1 The Contractor is engaged as an independent party for the sole purpose of providing the Security Services. Neither the Contractor nor any of the Contractor Personnel is engaged as a director, officer, employee, servant or agent of the City, any Other City Entity or the Library, and neither the Contractor nor any of the Contractor's personnel shall enter into or purport to enter into any contract or subcontract on behalf of the City, any Other City Entity or the Library. All Sub-Contractors shall be consultants, agents, associates or sub-contractors, as the case may be, of the Contractor and shall not be consultants, agents, associates or sub-contractors of the City, any Other City Entity or the Library. It is understood and agreed that the Contractor will act as an independent contracting party to the City and the Library, and that no joint venture, partnership or principal-and-agent relationship exists between them in connection with this Agreement or otherwise, and the parties covenant that they will not assert otherwise. It is further understood and agreed that the Contractor is entitled to no other benefits or payments whatsoever other than those specified in this Agreement.
- 30.2 The Contractor declares that to the best of its knowledge none of the Contractor, its Sub-Contractors, and their respective directors, officers, employees and agents, have any pecuniary interest or any other current or past interest or dealings, including with any directors, officers or employees of the City, any Other City Entity or the Library, that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the Security Services. Should such a conflict or potential conflict arise during the term of this Agreement, the Contractor shall declare it immediately in writing to the City and the Library. The City or the Library may direct the Contractor to resolve any conflict or potential conflict to the City's and the Library's satisfaction. The Contractor warrants that neither the Contractor nor any of its Sub-Contractors, nor any of their respective directors, officers, employees or agents, has any predisposition, affinity or association with any third party which would impair or qualify the provision of the Security Services or cause a breach of this Section 30.2.
- 30.3 Except as otherwise expressly provided, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City, Other City Entities and the Contractor.
- 30.4 If a joint venture or partnership, the Contractor represents and warrants that all members of the joint venture or partnership are as indicated on the execution page of this Agreement and have duly executed same. The obligations and liabilities of the members of a joint venture or partnership executing this Agreement as the Contractor will be joint and several.

31.0 Compliance with Laws and Taxes

- 31.1 Compliance with Laws. In carrying out its obligations hereunder, the Contractor shall comply with, and shall cause all Sub-Contractors to comply with, all applicable laws.
- 31.2 Regulatory Compliance. The Contractor shall upon request by the City or the Library provide certificates of compliance from regulatory bodies or other evidence of compliance, including as pertaining to any of the Sub-Contractors. The Contractor accepts full and exclusive responsibility and liability, and shall cause all Sub-Contractors to accept full and exclusive responsibility and liability, for payment of federal and provincial payroll taxes and for contributions for employment insurance, old age pensions, retirement annuities, workers' compensation, health and hospitalization plans and other benefits expressed under any provision of any law or any agreement to which the Contractor and the Sub-Contractors are subject.
- 31.3 Permits and Licenses. The Contractor represents and warrants that it has obtained and is in compliance with all requisite permits, professional designations, authorizations and licenses necessary for the Contractor to supply and provide the Security Services. Throughout the Term of this Agreement, the Contractor shall hold a valid Security Business License issued by the Province of British Columbia in accordance with the *Private Investigators and Securities Act* and regulations of British Columbia.
- 31.4 Non-Resident Withholding. If the Contractor is, at any time, a non-resident of Canada, within the meaning of the *Income Tax Act* (Canada) as amended, then, and the Contractor hereby so agrees, the City and the Library may deduct from all money payable under the Agreement and remit to the Receiver-General of Canada, the Government of Canada or Canada Customs and Revenue Agency sums not greater than the greater of:
- (i) twenty-five percent (25%) of all money payable under the Agreement; and
 - (ii) sums required to be withheld and remitted by the *Income Tax Act* (Canada) as amended.

The City and the Library will receive a further credit under this Agreement for money withheld as of and from the date of the withholding (regardless of when or whether remitted) and no interest will be payable by the City or the Library on sums withheld, not remitted as aforesaid and later paid directly to the Contractor.

- 31.5 Unless otherwise provided herein, the City and the Library will pay, in addition to the Contract Price, applicable sales taxes.
- 31.6 Invoices must separately show the appropriate amounts for sales taxes.

32.0 General

- 32.1 No Waiver. No action or failure to act by the City or the Library shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the City or the Library, as the case may be.

- 32.2 Severability. The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.
- 32.3 Governing Law. This Agreement shall be construed under and according to the laws of the Province of British Columbia and the parties agree to irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia.
- 32.4 Remedies Cumulative. The remedies of the parties provided for in this Agreement are cumulative and are in addition to any remedies available to the parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a party to any other remedies against another party and a party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 32.5 Further Assurances. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 32.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 32.7 Amendment. This Agreement shall not be amended except as specifically agreed in writing by the City, the Library and the Contractor.
- 32.8 Joint and Several Liability of Joint Venture Participants. If the Contractor is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the Contractor shall be joint and several.
- 32.9 Enurement. This Agreement shall enure to the benefit of and be binding upon the City, the Library and the Contractor, and their respective legal representatives, administrators, successors and permitted assigns.
- 32.10 Representation. By executing this Agreement, the Contractor represents that it has carefully examined this Agreement, acquainted itself with all conditions relevant to the Security Services, made all evaluations and investigations necessary for a full understanding of any difficulties which may be encountered in performing the Security Services, and been given the opportunity to receive independent legal advice. The Contractor further acknowledges that this Agreement is sufficient for the proper and complete execution of the Security Services.
- 32.11 Failure to Enforce. Any failure by the City or the Library to enforce or require the strict keeping and performance of any of the terms and conditions contained in the Agreement will not constitute a waiver of such terms and conditions, and will not affect or impair such terms and conditions in any way or the City's and the Library's

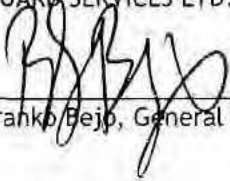
SECURITY SERVICES AGREEMENT

rights at any time to each avail themselves of such remedies as they each may have for any breach or breaches of such terms and conditions.

AS EVIDENCE OF THE CITY'S, THE LIBRARY'S AND THE CONTRACTOR'S agreement to be legally bound by the terms of the Contract Documents, the City, the Library and the Contractor have signed and delivered this Agreement effective as the Effective Date.

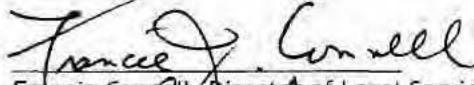
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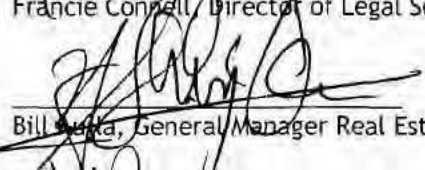

Per:



Branko Bejo, General Manager

CITY OF VANCOUVER

Per:



Francie Connell, Director of Legal Services

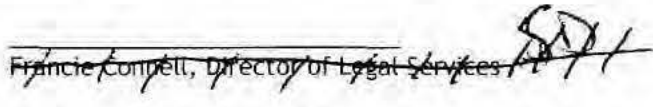



Bill Suda, General Manager Real Estate and Facilities Management 


Nick Kassam, Director of Supply Chain Management

VANCOUVER PUBLIC LIBRARY BOARD

Per:


Eric Smith, Director, Finance and Facilities Development


~~Francie Connell, Director of Legal Services~~ 


FRANCES U. CONNELL
Director of Legal Services

CITY OF VANCOUVER



PROFESSIONAL SERVICES AGREEMENT

PS20151790 EVENT SECURITY SERVICES - VANCOUVER CIVIC THEATRES

THIS AGREEMENT is made as of the **June 15**, day of **2016** (the “Effective Date”)

BETWEEN:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

(the “City”)

OF THE FIRST PART

AND:

0894914 BC Ltd, DBA Guardteck Security
No. 202 - 4644 Lougheed Hwy
Burnaby, British Columbia
V5T 5C5

(the “Contractor ”)

OF THE SECOND PART

(the City and the Contractor are hereinafter sometimes referred to individually as “Party” and collectively as “Parties”)

BACKGROUND:

- A. The City requires the professional services described herein, and desires to engage the Contractor to perform said services.
- B. The Contractor has agreed to perform the said services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.0 INTERPRETATION

1.1 In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:

- (a) **“Agreement”** means this Professional Services Agreement inclusive of all schedules, appendices, exhibits or other documents attached hereto or incorporated herein by reference, as amended from time to time;
- (b) **“Applicable Laws”** means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Contractor, any Sub-contractor and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;
- (c) **“City’s Site”** means any land and/or premises owned by the City on which or in respect of which the Services are performed by the Contractor ;
- (d) **“City’s Project Manager”** means the City’s employee, or his/her delegate, who is authorized in writing to deal with the Contractor on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;
- (e) **“Confidential Information”** has the meaning set out in Section 15.1
- (f) **“Contract Document”** refers to each of the individual documents composing the Agreement, including this Professional Services Agreement (exclusive of the documents attached hereto or incorporated herein by reference) and each schedule, appendix, exhibit or other document attached to this Professional Services Agreement or incorporated into the Agreement by reference;
- (g) **“Deliverables”** has the meaning set out in Section 17.1;
- (h) **“GST”** means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended or replaced from time to time;
- (i) **“Project Team”** has the meaning set out in subsection 2.2(c);
- (j) **“Proposal”** means the proposal submitted by the Contractor in response to the RFP, a copy of which is attached hereto, or incorporated by reference herein by operation of, Appendix B;
- (a) **“PST”** means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;
- (k) **“RFP”** means Request for Proposal **PS20151790 - , EVENT SECURITY SERVICES - VANCOUVER CIVIC THEATRES** together with all addenda and questions and answers attached hereto, or incorporated by reference herein by operation of, Appendix C;
- (l) **“Services”** has the meaning set out in Section 2.1;
- (m) **“Sub-contractor”** has the meaning set out in Section 4.1; and
- (n) **“Term”** means the term of this Agreement as specified in Section 12.1.

- 1.2 The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:
- (a) this Agreement, excluding Appendices B and C;
 - (b) the RFP; and
 - (c) the Proposal.
- 1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:
- (a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
 - (b) the terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer, unless otherwise specified or the context otherwise requires, to this Agreement taken as a whole (including any and all attached schedules and appendices) and not to any particular section, subsection or other subdivision;
 - (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
 - (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
 - (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
 - (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
 - (g) all references to money mean lawful currency of Canada;
 - (h) the word “written” includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and “in writing” has a corresponding meaning; and
 - (i) the words “include” and “including” are to be construed as meaning “including, without limitation”.

2.0 CONTRACTOR'S SERVICES TO THE CITY

- 2.1 The Contractor will provide and be fully responsible for the following services (the “Services”):
- (a) the services described in the RFP;
 - (b) the services which the Contractor proposed to provide in the Proposal; and
 - (c) all services not specifically included in subsections 2.1(a) and 2.1(b), but which are necessary or incidental to the completion of such other Services.

- 2.2 The Contractor will be fully responsible for:
- (a) coordinating the Services with the City's Project Manager, or his/her delegate, and ensuring that the performance of the Services does not adversely impact any design or construction schedule for any project or work and/or services provided by the City's other Contractor s, in each case to which the Services relate;
 - (b) taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Appendix A - Insurance Requirements; and
 - (c) maintaining and supervising its employees and Sub-contractors (the "Project Team") described in Section 3.1.
- 2.3 The Contractor represents and warrants to the City that the Contractor possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.
- 2.4 The Contractor will perform the Services:
- (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
 - (b) in accordance with sound current professional practices and design standards; and
 - (c) in conformity with any and all Applicable Laws.
- 2.5 The Contractor will commence the Services promptly and will use every reasonable effort to carry out the Services in accordance with:
- (a) the requirements and appendices of this Agreement, or
 - (b) where no date is specified for the provision of any component of the Services by this Agreement, such completion dates as are reasonably specified from time to time by the City.
- 2.6 The Contractor will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City's Site or any other City property.

3.0 PROJECT TEAM

- 3.1 Subject to Section 3.2, the Contractor will utilize only the Project Team members noted in the Proposal.
- 3.2 Except for substitutions required by circumstances not within its reasonable control, the Contractor may not make substitutions of Project Team members without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned.
- 3.3 For the purposes of this Section 3, "substitutions required by circumstances not within its reasonable control" means substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations where the Project Team member is called upon to perform services for another client of the Contractor , its Sub-contractor or their affiliates.

- 3.4 The City may, with stated reasons and acting reasonably, request that the Contractor replace a Project Team member. The Contractor will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.
- 3.5 Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Contractor for any replacement Project Team member.

4.0 SUB-CONTRACTORS

- 4.1 Unless expressly permitted pursuant to Section 3.0, the Contractor may not engage any contractor or Contractor (in each case a “**Sub-contractor**”) for the performance of any part of the Services, unless the Contractor has first obtained the written consent of the City, which consent may be arbitrarily withheld.
- 4.2 The Contractor will administer, coordinate, and manage all Services provided by any Sub-contractors, and will assume full responsibility to the City for all work performed by the Sub-contractors in relation to the Services and will pay all fees and disbursements of all Sub-contractors, subject to reimbursement by the City where the City has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Contractor.
- 4.3 Where a Sub-contractor is used by the Contractor under this Agreement, the Contractor will legally bind the Sub-contractor to comply with this Agreement.
- 4.4 Nothing in this Agreement will create any contractual relationship between a Sub-contractor and the City.

5.0 BASIS OF PAYMENT TO THE CONTRACTOR

- 5.1 In consideration of the Services performed by the Contractor to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Contractor the fees and reimbursable expenses prescribed herein, plus GST and PST as applicable to the sale made to the City hereunder.
- 5.2 The fees for the Services are described in this Section 5.0 and in **the section marked as “Commercial Proposal” - Page 21 of Guardteck Security Co.’s submission**. Subject to Section 5.3, payment to the Contractor will be based on hours worked by employees of the Contractor or by the Sub-contractors multiplied by the applicable hourly charge-out rates stated in the Proposal.
- 5.3 The contractor will provide real time invoicing at the conclusion of each event and by the conclusion of services rendered to the Vancouver Civic Theatres
- 5.4 If there are maximum, lump sum or other limiting amounts for fees or disbursements indicated herein for the Services or for portions thereof, then notwithstanding anything to the contrary in this Agreement the maximum fees or disbursements to be paid by the City to the Contractor for the Services or such portions of the Services will not exceed those stated amounts, except as mutually agreed in writing. Any limit on the fees or disbursements to be paid by the City to the Contractor will in no way diminish the duties and obligations of the Contractor to provide the Services covered by this Agreement.
- 5.5 Subject to any “Fixed Disbursement Amount” defined herein, or any other limit on disbursements stated herein, the City will reimburse the Contractor for disbursements

reasonably incurred by the Contractor in the performance of the Services. Reimbursement of these expenses by the City will be at actual cost without any addition for overhead or profit.

- 5.6 If the Contractor has engaged Sub-contractors, then the Contractor will make full payment to said Sub-contractors for work performed in relation to the Services. [Subject to any "Fixed Disbursement Amount" defined herein, or any other limit on disbursements stated herein, the City will reimburse the Contractor for payments made to Sub-contractors at amounts equal to such actual payments without any additions for overhead and profit to the Contractor.
- 5.7 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning any of the Consultant's invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoice, cause the respective invoice to be paid within 30 days of approval.
- 5.8 The Contractor will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed. The City will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Contractor and by such other means as will be reasonably necessary or advisable.

6.0 CHANGES TO SCOPE OF SERVICES

- 6.1 The City's Project Manager may, from time to time and at any time on prior written notice to the Contractor, vary the scope of Services to be provided by the Contractor. In that case and where this Agreement contains delivery dates and/or limits as to fees or disbursements (or a defined "Maximum Fees and Disbursements") for all or any part of the Services, such delivery dates and/or limits will be adjusted as agreed to by both Parties in writing, and failing agreement, as reasonably determined by the City's Project Manager.
- 6.2 Should the Contractor consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Contractor will provide the City's Project Manager with notice in writing within ten days of such request or instruction. If the Contractor does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Contractor.

7.0 RELEASE AND INDEMNIFICATION

- 7.1 The Contractor now releases the City, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Contractor its Sub-contractors, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.
- 7.2 In undertaking the Services, the Contractor acknowledges that the Contractor has inspected the City's Site, agrees to accept the City's Site "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Contractor to perform the Services.
- 7.3 Despite any insurance coverage of the City, the Contractor hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns, official, employees, agents and

authorized representatives and each of them (in each case an “**Indemnified Party**”) from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as “**Claims**”) that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant, its Sub-contractors, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.

7.4 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.

7.5 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

8.0 INSURANCE

8.1 The Contractor will comply with the insurance requirements set out in Appendix A - Insurance Requirements.

9.0 WORKSAFEBC

9.1 The Contractor agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Consultant. The City will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.

9.2 The Contractor will provide the City with the Consultant's and each Sub-contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Contractor and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Contractor in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.

9.3 Whenever the Contractors required or permitted to perform any Services on any City sites, the contractor is now appointed and now accepts appointment as the “prime contractor” (as defined in the WorkSafeBC regulations) in connection with such Services.

10.0 CITY INFORMATION/APPROVALS

10.1 No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Contractor (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Consultant. For greater certainty, any information provided by the City to the Consultant, whether under the RFP or under this Agreement, including any studies, reports, plans, drawings, or specifications, is provided to the Contractor for information purposes only and may not be relied upon by the Consultant.

11.0 COMMUNICATION BETWEEN CONTRACTOR AND CITY

- 11.1 The City appoints **Sandra Gajic** sandra.gajic@vancouver.ca as the City's Project Manager for the purposes of this Agreement.

In the event of the revocation in writing of **Sandra Gajic's** appointment as the City's Project Manager by the City, **Sandra Gajic** will have no further authority under this Agreement, except as may be specifically designated in writing by the City and agreed to in writing by **Guardteck Security Co.** and all references to the City's Project Manager in this Agreement will thereafter be deemed to be a reference to the City or to such other person designated in writing by the City to the Consultant.

The City's Project Manager may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the City in respect of which the City's Project Manager has been designated and appointed its sole and exclusive agent.

- 11.2 The Contractor appoints **Seth Fruson** s.fruson@guardteck.com as its representative for the purposes of this Agreement (the "Contractor's Project Manager").
- 11.3 Unless otherwise agreed to in writing by the Parties, all material communication between the Contractor and the City regarding this Agreement, including performance of the Services, will be between the City's Project Manager and the Consultant's Project Manager.

12.0 TERM OF AGREEMENT

- 12.1 This Agreement will commence on the Effective Date and will expire on the completion of the Services, which Services must be completed by **June 14, 2019** (the "Term").

13.0 TERMINATION

- 13.1 The City at any time, in its sole judgment, may, whether or not cause exists, terminate the services of the Contractor in whole or in part by giving ten days' prior written notice to the Consultant. If termination is not for cause, the Contractor will be paid for all Services properly performed to the date of the delivery of the said notice (subject to the terms of this Agreement) plus all necessary and reasonable wind-up costs incurred, if any, in closing out the Services or the part terminated.

14.0 ASSIGNMENT

- 14.1 The Contractor will not assign this Agreement in whole or in part except with the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned. Any attempt to assign this Agreement without such consent will be void and of no effect. However, the Contractor will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Contractor have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Contractor, provided always that the Contractor first provides the City with:
- (a) reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction); and
 - (b) a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform this Agreement.

15.0 CONFIDENTIALITY

- 15.1 In the course of or for the purpose of performing the Services, the Contractor will obtain or have access to information, including but not limited to technical information, financial information and business information, which is confidential to the City, and is the exclusive, world-wide property of the City and/or its suppliers and customers (collectively “**Confidential Information**”). Excluded from the definition of Confidential Information is:
- (a) information which is in, or becomes part of, the public domain, not due to the Contractor’s breach of this Agreement or the Contractor’s actions;
 - (b) information which was previously in the Contractor’s possession and did not originate from the City; and
 - (c) information which lawfully becomes available to the Contractor from a third party not under an obligation of confidence to the City regarding such information.
- 15.2 The Contractor will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Contractor will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and use-restriction provisions in this Section 15.0. The Contractor will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.
- 15.3 If the Contractor is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Contractor shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Contractor will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City’s request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.
- 15.4 The City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City’s contractors to protect all personal information acquired from the City in the course of providing services to the City. The Contractor confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the City whether as part of the Confidential Information or otherwise.
- 15.5 The Contractor acknowledges that in the event of a breach by the Contractor or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0, damages alone would not be an adequate remedy. The Contractor therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.
- 15.6 The Contractor shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:
- (a) completion of the Services;

- (b) expiration or earlier termination of this Agreement; and
- (c) written request of the City for return of the Confidential Information;

provided that the Contractor shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.

15.7 This Section 15.0 shall survive the expiration or earlier termination of this Agreement.

16.0 NO PROMOTION OF RELATIONSHIP

16.1 The Contractor will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the “**Communications**”) without the express prior written consent of the City (except as may be necessary for the Contractor to perform its obligations under this Agreement).

16.2 Furthermore, the Contractor undertakes and will cause all of its Sub-contractors to undertake not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Contractor and the City. Without limiting the generality of the foregoing, the Contractor will not refer to or use any website, domain name, official emblem, logo or mascot of the City of Vancouver in any Communications, without the express prior written consent of the City.

17.0 DELIVERABLES

17.1 As a result of or as part of providing the Services, the Contractor may receive, create, produce, acquire or collect one or more of the following:

- (a) products, goods, equipment, supplies, models, prototypes and other materials;
 - (b) information and data;
 - (c) reports, drawings, plans, designs, depictions, specifications and other documentation; and
 - (d) any other items identified in this Agreement as deliverables;
- (collectively, the “**Deliverables**”).

17.2 Deliverables are deemed not to include:

- (a) any item not required to be produced by the Contractor or supplied to the City as part of or together with the Services, provided that if the City has paid or is liable to pay for any portion of such item’s creation, production, acquisition or collection then such item shall be deemed to be a Deliverable;
- (b) any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category; and
- (c) any item which pre-existed the effective date of this Agreement, that is owned by a third party or that is used by the contractor as part of the services provided to any of its other customers (the “**Pre-Existing Materials**”).

- 17.3 All Deliverables will be owned solely by the City unless otherwise expressly provided herein. The City shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Contractor.
- 17.4 The Contractor will keep accurate records and provide regular reports to the City about the Deliverables as they are created or acquired, and grant to the City access to the Deliverables at all times on reasonable notice. The Contractor will treat each Deliverable as subject to the confidentiality provisions set out in Section 15.0 unless advised otherwise by the City.
- 17.5 Each Deliverable, as to the whole or that portion of the Deliverable then existing, will be delivered by the Contractor to the City on the earliest of each of the following events:
- (a) the date specified in this Agreement for the delivery of such Deliverable;
 - (b) immediately on the date of expiration or sooner termination of this Agreement; or
 - (c) the date specified by written notice of the City requesting delivery of all or any part of the Deliverable.
- 17.6 The Contractor transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Contractor. The Contractor irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Contractor will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Contractor will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Contractor shall provide to the City, during and after the term of this Agreement, any reasonable assistance required for the City to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.
- 17.7 The Contractor will not incorporate any Pre-Existing Materials in any Deliverable without first:
- (a) advising the City, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the City's written consent to do so;
 - (b) acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the City to use the Pre-Existing Materials as part of the Deliverable; and
 - (c) granting, in writing, to the City with respect to such Pre-Existing Materials that the Contractor owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing Materials as part of the Deliverable.
- 17.8 The Contractor represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Contractor shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.

18.0 NOTICES

- 18.1 Any notice required or permitted to be given to the Contractor will be sufficiently given if delivered in writing by the City's Project Manager to the Contractor's Project Manager personally or, if mailed, by registered mail to the last known address of the Contractor.
- 18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Contractor's Project Manager to the City's Project Manager personally or, if mailed, by registered mail to City of Vancouver at 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4 (addressed to the attention of the City's Project Manager).

19.0 NO CONFLICT OF INTEREST

- 19.1 The Contractor agrees that during the Term the Contractor will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person, whether or not a client of the Contractor's. Without limiting the general scope of this Section 19.1 and by way of example only, the contractor is prohibited from and will not provide any services which assist or could be seen to be assisting any person in responding to a request for proposal or invitation to tender, or otherwise giving that person an unfair competitive advantage over other proponents or tenderers responding to a request for proposal or invitation to tender by the City. The Contractor now acknowledges that a breach of this Section 19.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code* of Canada, and accordingly, could be punishable as a crime (as well as a breach of contract).
- 19.2 The Contractor now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Contractor's organization (a "**person having an interest**") or any spouse, business associate, friend or relative of a person having an interest who is:
- (a) an elected official or employee of the City; or
 - (b) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

20.0 NON-RESIDENT WITHHOLDING TAX

- 20.1 If the contractor is a non-resident of Canada as defined in Canadian income tax legislation, the City may withhold from all monies payable under this Agreement such amounts as set out in Canadian income tax legislation, unless a Canada Revenue Agency waiver has been provided to the City within the time limit required under the Canada Revenue Agency administrative guidelines as in effect from time to time and, in any event, prior to payment of an invoiced amount.
- 20.2 The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding and no interest will be payable by the City on sums withheld and later paid directly to the Contractor.
- 20.3 The Contractor shall indemnify the City for any losses, damages or expenses incurred by the City as a result of the Contractor's failure to properly disclose to the City its non-resident status, as defined in Canadian income tax legislation.

21.0 COMPLIANCE WITH LAW

- 21.1 The Contractor will comply with the City of Vancouver License By-law and maintain a valid business license throughout the duration of this Agreement.
- 21.2 The Contractor agrees that it will during the Term comply with all Applicable Laws.

22.0 GOVERNING LAW AND RESOLUTION OF DISPUTES

- 22.1 This Agreement will be governed by the laws of the Province of British Columbia and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement and the Parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution.

23.0 INDEPENDENT CONTRACTOR

- 23.1 This Agreement is a contract for services and the Contractor , its permitted Sub-contractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and its permitted Sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.
- 23.2 The Contractor will not represent to anyone that the Contractor has any authority to bind the City in any way or that the contractor is an employee or agent of the City.

24.0 INDEPENDENT LEGAL ADVICE

- 24.1 The Contractor acknowledges that the Contractor has been given the opportunity to seek independent legal advice before executing this Agreement.

25.0 TIME FOR PERFORMANCE

- 25.1 **Time of the Essence.** Time shall be of the essence of this Agreement.
- 25.2 **Unavoidable Delay.** Notwithstanding Section 25.1, except for the performance of obligations to pay money, the time periods for the City and the Contractor to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an “**Unavoidable Delay**” means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Contractor ’s lack of financial resources; the Contractor ’s insolvency ; strikes, lockouts or other withdrawals of services arising out of any labour dispute involving the City, the Contractor or a Sub-contractor; or governmental action taken in the enforcement of any law specifically against the Contractor or its Sub- Contractor s. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

26.0 GENERAL

- 26.1 **No Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the City.

- 26.2 **Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.
- 26.3 **Remedies Cumulative.** The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 26.4 **Further Assurances.** Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 26.5 **Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 26.6 **Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the City and the Contractor.
- 26.7 **Joint and Several Liability of Joint Venture Participants.** If the Contractor is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Contractor shall be joint and several.
- 26.8 **Schedules and Appendices.** The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 26.9 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Contractor (whether under this Agreement or otherwise) any amounts payable by the Contractor to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Contractor, whether such claim is at law or in equity or tort or on any other basis.
- 26.10 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and the Contractor and their respective successors and permitted assigns.

PS20151790
EVENT SECURITY SERVICES - VANCOUVER CIVIC THEATRES
FORM OF AGREEMENT

26.11 Execution. This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the Parties electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement as evidence of their agreement to be bound by the above contract terms, the City and the Contractor each have executed this Agreement as of the day and year first above written.

CITY OF VANCOUVER


Signature

Sandra Gajic, Director
Civic Theatres

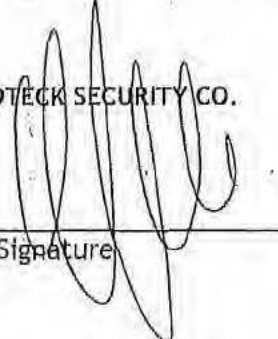
20/06/2016
Date


Signature

David Aarons, Category Manager
Supply Chain Management

20/06/2016
Date

GUARDECK SECURITY CO.


Signature

SETH FRUSONS - PRESIDENT
Print Name and Title

JUNE 15, 2016.
Date

APPENDIX A - INSURANCE REQUIREMENTS

A1.1 Required Types/Amounts Prior to commencing the Services, the Contractor will obtain at its own expense:

- (a) a commercial general liability insurance policy with a limit of not less than \$10,000,000 per occurrence, and a deductible of not more than \$5,000, protecting the Contractor and the Contractor's personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Contractor or the actions of the Contractor or the Consultant's personnel. The policy must contain a cross-liability clause in favour of the City and will name the City and the City's officials, employees and agents as additional insureds.

A1.2 Required Policy Terms

All required insurance policies must remain in full force and effect at all times until completion of the Services or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and must:

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;
- (b) be primary insurance in respect to the City, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute with such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 30 calendar days' prior written notice

and, for any property insurance carried by the Contractor, contain a clause that waives the insurer's right of subrogation against the City and the City's officials, employees and agents.

A1.3 Insurance Certificate

Prior to signing, and immediately following the signature of, this Agreement, the Contractor shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

A1.4 Sub-Contractors' Insurance

The Contractor will provide in its agreements with its Sub-contractors insurance clauses in the same form as in this Agreement. Upon request, the Contractor will deposit with the City's Project Manager detailed certificates of insurance for the policies of its Sub-contractors (or copies of the policy(ies) themselves, if requested) and a copy of the applicable insurance clauses from its Sub-contractor agreements.

A1.5 Insurance Requirements Additional to any other Requirements

The Contractor and each of its Sub-contractors will provide, at its own cost, any additional insurance which it is required by law to provide or which it considers necessary.

A1.6 Insurance Requirements Independent of Agreement Obligations

Neither the providing of insurance by the Contractor or the Sub-contractors in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve the Contractor from any other provisions of this Agreement with respect to liability of the Contractor or otherwise.

APPENDIX B - RFP



REQUEST FOR PROPOSALS

EVENT SECURITY SERVICES - VANCOUVER CIVIC THEATRES

RFP No. PS20151790

Issue Date: December 16, 2015

Issued By: City of Vancouver

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1.0 THE RFP

- 1.1 This Request for Proposals (the “RFP”) provides an opportunity to submit Proposals for review by the City and, depending on the City’s evaluation of Proposals, among other factors, to potentially negotiate with the City to enter into an Agreement. **EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO PART C OF THE RFP: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.**
- 1.2 The RFP concerns the City’s interest in procuring recoverable security services for the Vancouver Civic Theatres. Details of the City’s objectives and requirements to which the RFP relates are set out in Part B of the RFP. The City welcomes Proposals respecting innovative or novel approaches to the City’s objectives and requirements.
- 1.3 The City is interested in selecting a single Proponent with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of an Agreement between the Proponent and the City. However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.4 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City’s sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8 below, among others.
- 1.5 **NO BID SECURITY IS REQUIRED FROM PROPONENTS IN CONNECTION WITH THE SUBMISSION OF PROPOSALS BECAUSE NO PROPOSAL WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY A PROPONENT TO THE CITY. THE LEGAL OBLIGATIONS OF A PROPONENT THAT WILL ARISE UPON THE SUBMISSION OF ITS PROPOSAL WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED UNDER THE HEADING “LEGAL TERMS & CONDITIONS” IN APPENDIX 1 TO THE PROPOSAL FORM (PART C).**
- 1.6 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.7 Certain capitalized terms used herein but not defined where first used are defined in Section 12 below.
- 1.8 The RFP consists of four parts:
 - (a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.
 - (b) PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS: This part describes the subject matter of the RFP, in respect of which the City invites Proposals. This part also stipulates the information that should be contained in each Proposal.
 - (c) PART C - PROPOSAL FORM: This part consists of the Proposal Form to be completed by each Proponent in connection with its Proposal. Each Proposal must be submitted under the cover of a duly completed and executed Proposal Form.

- (d) **PART D - FORM OF AGREEMENT:** This part contains a model Agreement. An Agreement or Agreements in this form may be entered into between the City and one or more successful Proponents.

2.0 KEY DATES

- 2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	3pm, January 20, 2016
Closing Time	3pm, January 26, 2016

- 2.2 All references to time in the RFP are references to the time in the City of Vancouver, as shown on the clock used by the City for the purposes of requests for proposals.

3.0 CONTACT PERSON

- 3.1 All enquiries regarding the RFP must be addressed to:

Dino Goundouvas
dino.goundouvas@vancouver.ca

- 3.2 All enquiries must be made in writing. In-person or telephone enquiries are not permitted.

- 3.3 **IF A POTENTIAL PROPONENT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER. SEE SECTION 11.2(l), (m) and (n) BELOW FOR AN INDICATION OF THE TYPES OF CONFLICTS OF INTEREST THAT OFTEN ARISE.**

4.0 SUBMISSION OF PROPOSALS

- 4.1 Proponents should submit their Proposals in writing on or before the time and date specified in the bottom row of the table in Section 2.1 above (the “**Closing Time**”).

- 4.2 Each Proponent should submit its Proposal in an envelope clearly marked with the Proponent’s name and the RFP title and number (“EVENT SECURITY SERVICES - VANCOUVER CIVIC THEATRES PS20151790”) to the following address:

City of Vancouver
Supply Chain Management Department
4th Floor - Vancouver City Hall
453 West 12th Avenue
Vancouver, British Columbia
Canada, V5Y 1V4

Notwithstanding the foregoing, envelopes submitted by courier or otherwise in-person should be delivered to:

Information Desk, Main Floor Rotunda,
Vancouver City Hall
453 West 12th Avenue
Vancouver, British Columbia
Canada, V5Y 1V4

- 4.3 To be considered by the City, a Proposal must be submitted under the cover of a Proposal Form, completed and duly executed by the relevant Proponent, including Appendix 1 thereto.
- 4.4 Proposals must not be submitted by fax or email
- 4.5 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.6 The City requests that one hard copy and one electronic copy (on a flash drive, memory stick or similar medium) of each Proposal (or amendment) be submitted.
- 4.7 Proposals should not be bound in three-ring binders.
- 4.8 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.9 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.10 Unnecessarily elaborate Proposals are discouraged. Proposals should generally be limited to the items specified in Part B of the RFP.
- 4.11 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the RFP, provided that they disclose the names of all members of the consortium and all members complete and execute a Proposal Form (Part C). Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 4.12 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City's sole discretion.

5.0 CHANGES TO THE RFP AND FURTHER INFORMATION

- 5.1 The City may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check the City's website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2

6.0 CONTRACT REQUIREMENTS

- 6.1 In addition to addressing the other requirements of Part B hereof, each Proponent should indicate in its Proposal the extent to which the Form of Agreement included as Part D hereof is consistent with its Proposal. If the Proposal is inconsistent with any part of the Form of Agreement, the Proponent should so state and should propose alternative contract language as part of its Proposal.
- 6.2 If the head office of a Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, the execution of any Agreement will be contingent upon the Proponent having a valid City of Vancouver business license.

- 6.3 The term of any Agreement is expected to be a three-year period, with two possible one-year extensions, for a maximum total term of five years.

7.0 PRICING

- 7.1 All prices quoted in any Proposal must be inclusive of any provincial sales tax payable by the City under the *Provincial Sales Tax Act*, S.B.C.2012, c.35 (“PST”), but exclusive of any tax calculated upon such prices under the Excise Tax Act, R.S.C., 1985, c. E-15 (“GST”) or under any other sales tax legislation. GST and any such other sales tax (but not PST) should be described separately in each Proposal.
- 7.2 Prices must be quoted in Canadian currency.
- 7.3 Fixed prices must be quoted for the full term of the Proponent’s proposed agreement.

8.0 EVALUATION OF PROPOSALS

- 8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.
- 8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine not only financial terms, but also (i) Proponents’ skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any); (ii) Proponents’ capabilities to meet the City’s Requirements (as defined in Part B) as and when needed, (iii) quality and service factors, (iv) innovation, (v) environmental or social sustainability impacts; and (vi) transition costs or challenges. Certain other factors may be mentioned in Part B or elsewhere in the RFP.
- 8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.
- 8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
- 8.6 Prior to approval of a Proposal, the City must be satisfied as to the Proponent’s financial stability. Proponents may be asked to provide financial statements prepared by an accountant and covering at least the prior two years.
- 8.7 The City may request that any proposed subcontractors undergo evaluation by the City.

- 8.8 The City is not under any obligation to approve any Proposal and may elect to terminate the RFP at any time.
- 8.9 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to:
- (a) accept any Proposal;
 - (b) reject any Proposal;
 - (c) reject all Proposals;
 - (d) accept a Proposal which is not the lowest-price proposal;
 - (e) accept a Proposal that deviates from the Requirements or the conditions specified in the RFP;
 - (f) reject a Proposal even if it is the only Proposal received by the City;
 - (g) accept all or any part of a Proposal;
 - (h) split the Requirements between one or more Proponents; and
 - (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time.

Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

9.0 SUSTAINABILITY

- 9.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.
- 9.2 Proponents are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supply materials, and where such materials may cause adverse environmental effects, the Proponent is to indicate the nature of the hazard(s) in its Proposal. Furthermore, the Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

10.0 CERTAIN APPLICABLE LEGISLATION

- 10.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.

- 10.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

11.0 LEGAL TERMS AND CONDITIONS

- 11.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Appendix 1 to the Proposal Form (Part C). Except where expressly stated in such Appendix 1: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.

- 11.2 Potential Proponents should review Appendix 1 to the Proposal Form carefully before submitting a Proposal. Among other things, potential Proponents should note that:

- (a) Except for limited duties in respect of the protection of confidential information and the resolution of legal disputes (as fully specified in Appendix 1 to the Proposal Form), the City does not have, and will not have, any legal obligations to a Proponent or to any proposed subcontractor of that Proponent in respect of the RFP or that Proponent's Proposal until such time as an Agreement is entered into with that Proponent.
- (b) The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process.
- (c) Except only and to the extent that the City is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly release the City, its officials, its agents and its employees from liability for any losses incurred by the Proponent.
- (d) Except only and to the extent that the City is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly indemnify and hold harmless the City, its officials, its agents and its employees from and against losses in respect of any claim or threatened claim against any of them.
- (e) Except with respect to the City's duties in respect of a Proponent's confidential information, even to the extent the city is found to have breached any duty to the Proponent, if any, the liability of the City, its officials, its agents and its employees to the Proponent will be limited to \$100.
- (f) With limited exceptions set forth in such Appendix 1 to the Proposal Form, any dispute between the City and a Proponent will be subject to arbitration.
- (g) All RFP-related documents provided to any Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (h) The documentation containing any Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.
- (i) The City will treat any Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information, subject, however, to the applicable provisions of the *Freedom of*

Information and Protection of Privacy Act (British Columbia), other applicable legal requirements, and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council or announcing the results of the RFP to Proponents.

- (j) Proponents must not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City, which have been or are in the future provided or communicated to a Proponent at any time (whether before, during or after the RFP process). Furthermore, each Proponent must agree to not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (k) Each Proponent must waive any rights to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and must agree that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions), including, without limitation, records relating only to the Proponent.
- (l) Each Proponent must disclose whether any officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest is:
 - i. an elected official or employee of the City; or
 - ii. related to or has any business or family relationship with an elected official or employee of the City,in each case such that there could be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the Proponent's Proposal by the City. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.
- (m) Each Proponent must disclose whether any person having an interest (as defined above) is a former official, former employee or former contractor of the City who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.
- (n) Each Proponent must disclose whether the Proponent or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.
- (o) Each Proponent is required to disclose whether the Proponent is competing for purposes of the RFP with any entity with which it is legally or financially associated or affiliated. Each Proponent must also disclose whether it is cooperating in any manner

in relation to the RFP with any other Proponent responding to the RFP. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.

- (p) Each Proponent is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of its Proposal, to influence the outcome of the RFP process. The City will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP in light of the particular matter.
- (q) A Proponent must not disclose or promote any relationship between it and the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. Each Proponent must undertake not to use the name, official emblem, mark, or logo of the City without the express prior written consent of the City.
- (r) Any Proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a Proponent to adjust its Proposal to remedy any such problem, without providing the other Proponents an opportunity to amend their Proposals.

12.0 DEFINITIONS

12.1 In the RFP, the following capitalized terms have the following meanings:

- (a) **"Agreement"** means a contract entered into between the City and a successful Proponent, if any, following the conclusion of the RFP process, which contract is expected to be in substantially the same form as the Form of Agreement;
- (b) **"City"** means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter;
- (c) **"Form of Agreement"** means the form of agreement contained in Part D of the RFP;
- (d) **"Proponent"** means an entity, which is not, by the terms hereof, restricted from submitting a Proposal, and which does submit a Proposal;
- (e) **"Proposal"** means a proposal submitted in response to the RFP; and
- (f) **"Proposal Form"** means the form contained in Part C of the RFP.

12.2 All other capitalized terms used in the RFP have the meanings given to them elsewhere in the RFP.

1.0 CITY REQUIREMENTS

1.1 The City has the following objectives and requirements (together, the “Requirements”):

- (a) General scope of work shall be to supply all labour, materials, equipment and incidentals necessary to provide appropriate event security guard services at Queen Elizabeth Theatre, Orpheum Theatre, Playhouse and Orpheum Annex. The contractor must be able to demonstrate a highly rigorous process of information management.
- (b) [Further information regarding the Requirements is contained in Annex 1 to the RFP.

1.2 The Requirements stated herein are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.

1.3 Unless otherwise stated, if, and wherever, the Requirements state a brand name, a make, the name of a manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of materials, goods or equipment only. It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are proposed in any Proposal, the Proposal must explicitly include the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.

2.0 ITEMS TO BE ADDRESSED IN EACH PROPOSAL

2.1 Each Proposal should have: (i) a title page that clearly indicates the name of the Proponent and the general nature of the Proposal; (ii) a detailed table of contents; and (iii) an executive summary no more than one page long.

2.2 Each Proposal should contain a section titled “Technical Proposal,” which should address the Requirements. This section of the Proposal should be divided into paragraphs that correspond to the numbered paragraphs of the foregoing Section 1 of this Part B in Annex 1 to the RFP.

2.3 Each Proposal should contain a section titled “Commercial Proposal,” which should contain full details of the Proponent’s proposed pricing and payment terms, which should be in accordance with Part A of the RFP, and, which should include a completed table in the following form:

TABLE 1 - HOURLY RATES (Add Columns as Necessary)

Role	Regular Rate	Overtime Rate	Statutory Holiday Rate	Call Out Rate (less than 2 hours' notice)
Uniformed Guard	\$	\$	\$	\$
Plain Clothes Guard	\$	\$	\$	\$
Talent/Executive Protection	\$	\$	\$	\$
Site Supervisor	\$	\$	\$	\$
Oher	\$	\$	\$	\$

All prices must be inclusive of any provincial sales tax payable by the City under the *Provincial Sales Tax Act*, S.B.C.2012, c.35 (“PST”), but exclusive of any tax calculated upon such prices under the Excise Tax Act, R.S.C., 1985, c. E-15 (“GST”) or under any other sales tax legislation. GST and any such other sales tax (but not PST) should be described separately.

Reference should be made to the foregoing Section 1 of this Part B and Annex 1 to the RFP for any further requirements concerning pricing or payment terms, which should be addressed in each Proposal.

- 2.4 Each Proposal should contain a section titled “Proponent Overview,” which should provide a description of the Proponent’s company, purpose and history of successes.
- 2.5 Each Proposal should contain a section titled “Key Personnel,” which should identify and provide professional biographical information for the key personnel that would perform the Proponent’s work, outlining their intended roles in meeting the Requirements. If appropriate, also include a complete organization chart, identifying all roles and areas of responsibility.
- 2.6 Preference may be given to Proponents and proposed personnel that demonstrate knowledge and experience involving recoverable event security services. Each Proponent should make clear in its Proposal its relevant knowledge and experience, and that of its proposed personnel.
- 2.7 Each Proposal should contain a section titled “References,” which should provide names and contact information for approximately three parties for whom the Proponent has done work in the past.
- 2.8 Each Proposal should contain a section titled “Subcontractors,” which should list all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors. If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal.
- 2.9 If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.
- 2.10 Each Proposal should contain a section titled “Work Plan,” which should detail the sequential process by which the Proponent proposes to undertake the work, and which should include a timeline as necessary. The Proponent’s work plan should make reference to the Requirements as appropriate. This section of the Proposal may be completed by cross-referencing the “Technical Proposal” section where appropriate.
- 2.11 The City is committed to environmental and socio-economic sustainability. Therefore, each Proposal should contain a section titled “Sustainability,” wherein the Proponent should describe the environmental aspects of its Proposal. In addition, this section of the Proposal should include a completed table in the following form:

Sustainability Initiative	Description	Details	Response
a. Packaging Reduction	The City aims to reduce the packaging associated with acquiring various products. More and more suppliers are adopting innovative programs to reduce packaging.	Tell us about your proposed measures to reduce product packaging such as recycle ability, percentage of recycled content, return/collections programs and/or re-use. Examples include providing products in reusable packaging such as plastic totes, reducing unnecessary packaging such as shrink wrap or offering packaging that is made from recycled material.	
b. Greenhouse Gas/Carbon Reduction	The City aims to reduce its greenhouse gas/carbon emissions, where possible as part of its Climate Protection Program.	Tell us how the design and use of your product or service takes into account strategies to reduce its carbon footprint. Examples could include offering products with a limited amount of embedded carbon, having a strategy for limiting transportation-related to service provision and/or purchasing carbon credits to offset emissions	
c. Waste Reduction	The City aims to reduce waste where possible.	Tell us how your firm addresses waste minimization and diversion of waste from the landfill in the design of your product or service and its associated delivery, use and disposal. Examples include take-back programs you may have for your products at end-of-life or products that are made from recycled materials.	
d. Toxic Reduction	The City aims to reduce toxins and hazardous substances in the workplace where possible.	Tell us what steps your firm has taken to use 'design for environment' principles to reduce toxic and hazardous substances found in your products. Examples could include products that contain polyvinyl chlorides (PVCs) or volatile organic compounds (VOCs).	

e. Third Party Eco-labelling	The City aims to purchase, when possible, products that are eco-certified or eco-labelled by a recognized third party.	Describe and explain third party certification for the products to be supplied, which includes labelling requirements. State the type of testing performed and the standards applicable to support biodegradable products completely breaking down in the landfills.	
f. Socio-economic Sustainability	Socio-economic sustainability is important to the City. As such, The City aims to do business with suppliers who are striving to advance social and economic wellbeing in the community.	Tell us about your firm's efforts with regards to socio-economic sustainability. Examples include, but are not limited to, broadening educational and professional development opportunities, supporting minority/youth groups, and supporting low-threshold job programs for vulnerable people.	

Additionally, each Proposal should be accompanied by a duly completed Declaration of Supplier Code of Conduct Compliance in the form of Annex 3.

- 2.12 Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative or novel approaches to the City's objectives and requirements and may consider value-creating Proposals that derogate from the Requirements. Each Proposal should contain a section titled "Deviations and Variations," in which the Proponent should: (i) note proposed deviations or variations from the terms and conditions set out in the RFP or from the Requirements, even if such deviations or variation are also noted elsewhere in the Proposal; and (ii) detail proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, the Proponent should state that its Proposal is fully consistent with the Form of Agreement.
- 2.13 If, in addition to proposing services which meet the Requirements, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should to be submitted separately as an appendix within the Proposal. Any pricing impact of the alternative solution(s) should be provided separately in the appendix.
- 2.14 Each Proponent should note Section 9 of Appendix 1 to Part C and should include in its Proposal a section entitled "Conflicts; Collusion; Lobbying" as necessary.
- 2.15 The sections of each Proposal should be arranged in the order in which they are referred to in this Part B. Proponents should avoid, to the extent possible, the inclusion of other top-level Proposal sections.
- 2.16 Each Proponent should submit with its Proposal a Certificate of Existing Insurance, in the form of Annex 2 to the RFP, duly completed and signed by its insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in Section 8.0 of the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.
- 2.17 Each Proponent should submit with its Proposal proof of valid WorkSafeBC registration. Such registration should be maintained as specified in Section 9.0 of the Form of Agreement.
- 2.18 Each Proposal must be submitted under the cover of a completed Proposal Form, including Appendix 1 thereto.

PROPOSAL FORM

RFP No. PS20151790, EVENT SECURITY SERVICES - VANCOUVER CIVIC THEATRES (the "RFP")

Proponent's Name: _____
"Proponent"

Address: _____

Jurisdiction of Legal Organization: _____

Date of Legal Organization: _____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agreed to the Legal Terms & Conditions attached as Appendix 1 hereto and has separately executed such Appendix 1. .

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

APPENDIX 1 TO PROPOSAL FORM

LEGAL TERMS AND CONDITIONS

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2 DEFINITIONS

In this Appendix 1, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent as a result of the RFP.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20151790, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 11 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

5.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

5.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

- (a) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or
- (c) liability on any other basis related to the RFP or the proposal process.

6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;

- (b) Section 6 of this Appendix 1 will:
 - i. bind the City, the Proponent and the arbitrator; and
 - ii. survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council on the proposal results or announcing the results of the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:
 - i. an official or employee of the City; or

- ii. related to or has any business or family relationship with an elected official or employee of the City,

in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled “Conflicts; Collusion; Lobbying” in the Proposal.

- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled “Conflicts; Collusion; Lobbying” in the Proposal.

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent’s duties to the City and the Proponent’s or its subcontractors’ duties to such third party, except as set out, in all material detail, in a separate section titled “Conflicts; Collusion; Lobbying” in the Proposal.

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP.

in each case, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal.

9.4 Declaration as to Lobbying

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal.

10 NO PROMOTION OF RELATIONSHIP

The Proponent must not disclose or promote any relationship between it and the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. The Proponent undertakes not to use the name, official emblem, mark, or logo of the City, including without limitation, "City of Vancouver", "Vancouver Police Board", "Vancouver Public Library", "Vancouver Park Board", "Vancouver Board of Parks and Recreation", or any other reference to any of the foregoing, without the express prior written consent of the City.

11 PROTECTION AND OWNERSHIP OF INFORMATION

11.1 RFP and Proposal Documents City's Property

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

11.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council on the proposal results or announcing the results of the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

11.3 All City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

12 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

12.1 Declaration as to no Conflict of Interest in RFP Process

- (c) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed

subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- iii. an official or employee of the City; or
- iv. related to or has any business or family relationship with an elected official or employee of the City,

in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

- (d) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

12.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

12.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (c) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (d) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP.

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

12.4 Declaration as to Lobbying

The Proponent confirms and warrants that:

- (c) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (d) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

13 NO PROMOTION OF RELATIONSHIP

The Proponent must not disclose or promote any relationship between it and the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. The Proponent undertakes not to use the name, official emblem, mark, or logo of the City, including without limitation, "City of Vancouver", "Vancouver Police Board", "Vancouver Public Library", "Vancouver Park Board", "Vancouver Board of Parks and Recreation", or any other reference to any of the foregoing, without the express prior written consent of the City.

14 GENERAL

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.
- (d) The Proponent consents to the City contacting any references named by the Proponent in the Proposal.

AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS APPENDIX 1, THE PROPONENT HAS EXECUTED AND DELIVERED THIS APPENDIX 1 AS AN INTEGRAL PART OF ITS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT BELOW:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date



PROFESSIONAL SERVICES AGREEMENT

PS20151790 EVENT SECURITY SERVICES - VANCOUVER CIVIC THEATRES

THIS AGREEMENT is made as of the [day] day of [month/year] (the "Effective Date")

BETWEEN:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

(the "City")

OF THE FIRST PART

AND:

[CONSULTANT NAME]
[address]

(the "Consultant")

OF THE SECOND PART

(the City and the Consultant are hereinafter sometimes referred to individually as "Party" and collectively as "Parties")

BACKGROUND:

- A. The City requires the professional services described herein, and desires to engage the Consultant to perform said services.
- B. The Consultant has agreed to perform the said services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.0 INTERPRETATION

1.1 In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:

- (a) “Agreement” means this Professional Services Agreement inclusive of all schedules, appendices, exhibits or other documents attached hereto or incorporated herein by reference, as amended from time to time;
- (b) “Applicable Laws” means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Consultant, any Sub-contractor and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;
- (c) “City’s Site” means any land and/or premises owned by the City on which or in respect of which the Services are performed by the Consultant;
- (d) “City’s Project Manager” means the City’s employee, or his/her delegate, who is authorized in writing to deal with the Consultant on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;
- (e) “Confidential Information” has the meaning set out in Section 15.1
- (f) “Contract Document” refers to each of the individual documents composing the Agreement, including this Professional Services Agreement (exclusive of the documents attached hereto or incorporated herein by reference) and each schedule, appendix, exhibit or other document attached to this Professional Services Agreement or incorporated into the Agreement by reference;
- (g) “Deliverables” has the meaning set out in Section 17.1;
- (h) “GST” means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended or replaced from time to time;
- (i) “Project Team” has the meaning set out in subsection 2.2(c);
- (j) “Proposal” means the proposal submitted by the Consultant in response to the RFP, a copy of which is attached hereto, or incorporated by reference herein by operation of, Appendix B;
- (a) “PST” means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;
- (k) “RFP” means Request for Proposal PS20151790 - , EVENT SECURITY SERVICES - VANCOUVER CIVIC THEATRES together with all addenda and questions and answers attached hereto, or incorporated by reference herein by operation of, Appendix C;
- (l) “Services” has the meaning set out in Section 2.1;
- (m) “Sub-contractor” has the meaning set out in Section 4.1; and
- (n) “Term” means the term of this Agreement as specified in Section 12.1.

1.2 The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:

- (a) this Agreement, excluding Appendices B and C;
- (b) the Proposal; and
- (c) the RFP.

[Modify the list as necessary.]

1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:

- (a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
- (b) the terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer, unless otherwise specified or the context otherwise requires, to this Agreement taken as a whole (including any and all attached schedules and appendices) and not to any particular section, subsection or other subdivision;
- (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
- (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
- (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
- (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
- (g) all references to money mean lawful currency of Canada;
- (h) the word “written” includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and “in writing” has a corresponding meaning; and
- (i) the words “include” and “including” are to be construed as meaning “including, without limitation”.

2.0 CONSULTANT'S SERVICES TO THE CITY

2.1 The Consultant will provide and be fully responsible for the following services (the “Services”):

- (a) the services described in the RFP;
- (b) the services which the Consultant proposed to provide in the Proposal; and

- (c) all services not specifically included in subsections 2.1(a) and 2.1(b), but which are necessary or incidental to the completion of such other Services.
- 2.2 The Consultant will be fully responsible for:
 - (a) coordinating the Services with the City's Project Manager, or his/her delegate, and ensuring that the performance of the Services does not adversely impact any design or construction schedule for any project or work and/or services provided by the City's other consultants, in each case to which the Services relate;
 - (b) taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Appendix A - Insurance Requirements; and
 - (c) maintaining and supervising its employees and Sub-contractors (the "Project Team") described in Section 3.1.
- 2.3 The Consultant represents and warrants to the City that the Consultant possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.
- 2.4 The Consultant will perform the Services:
 - (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
 - (b) in accordance with sound current professional practices and design standards; and
 - (c) in conformity with any and all Applicable Laws.
- 2.5 The Consultant will commence the Services promptly and will use every reasonable effort to carry out the Services in accordance with:
 - (a) the requirements and appendices of this Agreement, or
 - (b) where no date is specified for the provision of any component of the Services by this Agreement, such completion dates as are reasonably specified from time to time by the City.
- 2.6 The Consultant will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City's Site or any other City property.
- 3.0 **PROJECT TEAM**
- 3.1 Subject to Section 3.2, the Consultant will utilize only the Project Team members noted in the Proposal.
- 3.2 Except for substitutions required by circumstances not within its reasonable control, the Consultant may not make substitutions of Project Team members without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned.
- 3.3 For the purposes of this Section 3, "substitutions required by circumstances not within its reasonable control" means substitutions required by virtue of illness, death, injury, pregnancy,

medical leave, or termination of employment or contract, but expressly excludes situations where the Project Team member is called upon to perform services for another client of the Consultant, its Sub-contractor or their affiliates.

- 3.4 The City may, with stated reasons and acting reasonably, request that the Consultant replace a Project Team member. The Consultant will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.
- 3.5 Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Consultant for any replacement Project Team member.

4.0 SUB-CONTRACTORS

- 4.1 Unless expressly permitted pursuant to Section 3.0, the Consultant may not engage any contractor or consultant (in each case a "Sub-contractor") for the performance of any part of the Services, unless the Consultant has first obtained the written consent of the City, which consent may be arbitrarily withheld.
- 4.2 The Consultant will administer, coordinate, and manage all Services provided by any Sub-contractors, and will assume full responsibility to the City for all work performed by the Sub-contractors in relation to the Services and will pay all fees and disbursements of all Sub-contractors, subject to reimbursement by the City where the City has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Consultant.
- 4.3 Where a Sub-contractor is used by the Consultant under this Agreement, the Consultant will legally bind the Sub-contractor to comply with this Agreement.
- 4.4 Nothing in this Agreement will create any contractual relationship between a Sub-contractor and the City.

5.0 BASIS OF PAYMENT TO THE CONSULTANT

- 5.1 In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Consultant the fees and reimbursable expenses prescribed herein, plus GST and PST as applicable to the sale made to the City hereunder.
- 5.2 The fees for the Services are described in this Section 5.0 and in [\[Reference each relevant section of the Proposal or other schedule to this Agreement and ensure there are no inconsistencies.\]](#). [Subject to Section 5.3, payment to the Consultant will be based on hours worked by employees of the Consultant or by the Sub-contractors multiplied by the applicable hourly charge-out rates stated in the Proposal.
- 5.3 If there are maximum, lump sum or other limiting amounts for fees or disbursements indicated herein for the Services or for portions thereof, then notwithstanding anything to the contrary in this Agreement the maximum fees or disbursements to be paid by the City to the Consultant for the Services or such portions of the Services will not exceed those stated amounts, except as mutually agreed in writing. Any limit on the fees or disbursements to be paid by the City to the Consultant will in no way diminish the duties and obligations of the Consultant to provide the Services covered by this Agreement.

- 5.4 [Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the total professional fees payable to the Consultant for the Services (not including GST AND PST or disbursements) will not exceed [\\$\[insert amount\]](#).
- 5.5 [Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the total disbursements for which the City will reimburse the Consultant in respect of the Services will not exceed [\\$\[insert amount\]](#) (the “Fixed Disbursement Amount”)]
- 5.6 [Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the maximum liability of the City hereunder (the “Maximum Fees and Disbursements”) will be [\\$\[insert amount\]](#), plus GST and PST as applicable to the sale made to the City hereunder]
- 5.7 Subject to any “Fixed Disbursement Amount” defined herein, or any other limit on disbursements stated herein, the City will reimburse the Consultant for disbursements reasonably incurred by the Consultant in the performance of the Services. Reimbursement of these expenses by the City will be at actual cost without any addition for overhead or profit.
- 5.8 If the Consultant has engaged Sub-contractors, then the Consultant will make full payment to said Sub-contractors for work performed in relation to the Services. [Subject to any “Fixed Disbursement Amount” defined herein, or any other limit on disbursements stated herein, the City will reimburse the Consultant for payments made to Sub-contractors at amounts equal to such actual payments without any additions for overhead and profit to the Consultant.]
- 5.9 The Consultant will, by the 25th day of each month, provide to the City’s Project Manager a draft invoice with an attached detailed account of all charges to be claimed by the Consultant for the preceding month (if any). The City’s Project Manager shall review the draft, raise any concerns with the Consultant within ten working days and, after settlement of any issues (in the City’s Project Manager’s discretion), approve the draft invoice. The Consultant, if so requested, will meet with the City’s Project Manager to expedite and settle of the draft invoice. The Consultant will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to APInvoice@vancouver.ca. The invoice must contain:
- (a) the Consultant’s name, address and telephone number;
 - (b) the City purchase order number;
 - (c) the name of the City’s Project Manager;
 - (d) the invoice number and date; and
 - (e) Tax registration number(s).
- 5.10 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning any of the Consultant’s invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoice, cause the respective invoice to be paid within 30 days of approval.

- 5.11 The Consultant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked, details of all disbursements and percentage amounts of work completed. The City will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Consultant and by such other means as will be reasonably necessary or advisable.

6.0 CHANGES TO SCOPE OF SERVICES

- 6.1 The City's Project Manager may, from time to time and at any time on prior written notice to the Consultant, vary the scope of Services to be provided by the Consultant. In that case and where this Agreement contains delivery dates and/or limits as to fees or disbursements (or a defined "Maximum Fees and Disbursements") for all or any part of the Services, such delivery dates and/or limits will be adjusted as agreed to by both Parties in writing, and failing agreement, as reasonably determined by the City's Project Manager.
- 6.2 Should the Consultant consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Consultant will provide the City's Project Manager with notice in writing within ten days of such request or instruction. If the Consultant does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant.
- 6.3 The City's Project Manager will consider the Consultant's written notice (if any) within a further ten days of receipt of the Consultant's notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed. [If the City determines that the professional fees payable to the Consultant should be increased due to an increase in the scope of the Services then any such increases will be based on the hourly rates set out in Section [\[insert\]](#) of the Proposal.

7.0 RELEASE AND INDEMNIFICATION

- 7.1 The Consultant now releases the City, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Consultant, its Sub-contractors, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.
- 7.2 In undertaking the Services, the Consultant acknowledges that the Consultant has inspected the City's Site, agrees to accept the City's Site "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Consultant to perform the Services.
- 7.3 Despite any insurance coverage of the City, the Consultant hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns, official, employees, agents and authorized representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant, its Sub-contractors, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.

7.4 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.

7.5 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

8.0 INSURANCE

8.1 The Consultant will comply with the insurance requirements set out in Appendix A - Insurance Requirements.

9.0 WORKSAFEBC

9.1 The Consultant agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Consultant. The City will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.

9.2 The Consultant will provide the City with the Consultant's and each Sub-contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Consultant and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Consultant will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Consultant in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.

9.3 Whenever the Consultant is required or permitted to perform any Services on any City sites, the Consultant is now appointed and now accepts appointment as the "prime contractor" (as defined in the WorkSafeBC regulations) in connection with such Services.

10.0 CITY INFORMATION/APPROVALS

10.1 No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Consultant (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Consultant. For greater certainty, any information provided by the City to the Consultant, whether under the RFP or under this Agreement, including any studies, reports, plans, drawings, or specifications, is provided to the Consultant for information purposes only and may not be relied upon by the Consultant.

11.0 COMMUNICATION BETWEEN CONSULTANT AND CITY

11.1 The City appoints [insert name] [email address] as the City's Project Manager for the purposes of this Agreement.

In the event of the revocation in writing of [insert name]'s appointment as the City's Project Manager by the City, [insert name] will have no further authority under this Agreement, except as may be specifically designated in writing by the City and agreed to in writing by

[insert name], and all references to the City's Project Manager in this Agreement will thereafter be deemed to be a reference to the City or to such other person designated in writing by the City to the Consultant.

The City's Project Manager may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the City in respect of which the City's Project Manager has been designated and appointed its sole and exclusive agent.

11.2 The Consultant appoints [insert name] [email address] as its representative for the purposes of this Agreement (the "Consultant's Project Manager").

11.3 Unless otherwise agreed to in writing by the Parties, all material communication between the Consultant and the City regarding this Agreement, including performance of the Services, will be between the City's Project Manager and the Consultant's Project Manager.

12.0 TERM OF AGREEMENT

12.1 This Agreement will commence on the Effective Date and will expire on the completion of the Services, which Services must be completed by [insert date] (the "Term").

13.0 TERMINATION

13.1 The City at any time, in its sole judgment, may, whether or not cause exists, terminate the services of the Consultant in whole or in part by giving ten days' prior written notice to the Consultant. If termination is not for cause, the Consultant will be paid for all Services properly performed to the date of the delivery of the said notice (subject to the terms of this Agreement) plus all necessary and reasonable wind-up costs incurred, if any, in closing out the Services or the part terminated.

13.2 Despite Section 13.1, in no event and under no circumstances will the Consultant's "necessary and reasonable wind-up costs incurred" pursuant to Section 13.1 exceed \$[insert dollar amount calculated at ten business days' pay] (including all taxes).

14.0 ASSIGNMENT

14.1 The Consultant will not assign this Agreement in whole or in part except with the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned. Any attempt to assign this Agreement without such consent will be void and of no effect. However, the Consultant will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Consultant have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Consultant, provided always that the Consultant first provides the City with:

- (a) reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction); and
- (b) a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform this Agreement.

15.0 CONFIDENTIALITY

15.1 In the course of or for the purpose of performing the Services, the Consultant will obtain or have access to information, including but not limited to technical information, financial information and business information, which is confidential to the City, and is the exclusive,

world-wide property of the City and/or its suppliers and customers (collectively "Confidential Information"). Excluded from the definition of Confidential Information is:

- (a) information which is in, or becomes part of, the public domain, not due to the Consultant's breach of this Agreement or the Consultant's actions;
 - (b) information which was previously in the Consultant's possession and did not originate from the City; and
 - (c) information which lawfully becomes available to the Consultant from a third party not under an obligation of confidence to the City regarding such information.
- 15.2 The Consultant will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Consultant will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and use-restriction provisions in this Section 15.0. The Consultant will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.
- 15.3 If the Consultant is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Consultant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Consultant will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, cooperate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.
- 15.4 The City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing services to the City. The Consultant confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the City whether as part of the Confidential Information or otherwise.
- 15.5 The Consultant acknowledges that in the event of a breach by the Consultant or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0, damages alone would not be an adequate remedy. The Consultant therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.
- 15.6 The Consultant shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:
- (a) completion of the Services;
 - (b) expiration or earlier termination of this Agreement; and
 - (c) written request of the City for return of the Confidential Information;

provided that the Consultant shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.

15.7 This Section 15.0 shall survive the expiration or earlier termination of this Agreement.

16.0 NO PROMOTION OF RELATIONSHIP

16.1 The Consultant will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the "Communications") without the express prior written consent of the City (except as may be necessary for the Consultant to perform its obligations under this Agreement).

16.2 Furthermore, the Consultant undertakes and will cause all of its Sub-contractors to undertake not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Consultant and the City. Without limiting the generality of the foregoing, the Consultant will not refer to or use any website, domain name, official emblem, logo or mascot of the City of Vancouver in any Communications, without the express prior written consent of the City.

17.0 DELIVERABLES

17.1 As a result of or as part of providing the Services, the Consultant may receive, create, produce, acquire or collect one or more of the following:

- (a) products, goods, equipment, supplies, models, prototypes and other materials;
- (b) information and data;
- (c) reports, drawings, plans, designs, depictions, specifications and other documentation; and
- (d) any other items identified in this Agreement as deliverables;

(collectively, the "Deliverables").

17.2 Deliverables are deemed not to include:

- (a) any item not required to be produced by the Consultant or supplied to the City as part of or together with the Services, provided that if the City has paid or is liable to pay for any portion of such item's creation, production, acquisition or collection then such item shall be deemed to be a Deliverable;
- (b) any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category; and
- (c) any item which pre-existed the effective date of this Agreement, that is owned by a third party or that is used by the Consultant as part of the services provided to any of its other customers (the "Pre-Existing Materials").

17.3 All Deliverables will be owned solely by the City unless otherwise expressly provided herein. The City shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the Consultant.

- 17.4 The Consultant will keep accurate records and provide regular reports to the City about the Deliverables as they are created or acquired, and grant to the City access to the Deliverables at all times on reasonable notice. The Consultant will treat each Deliverable as subject to the confidentiality provisions set out in Section 15.0 unless advised otherwise by the City.
- 17.5 Each Deliverable, as to the whole or that portion of the Deliverable then existing, will be delivered by the Consultant to the City on the earliest of each of the following events:
- (a) the date specified in this Agreement for the delivery of such Deliverable;
 - (b) immediately on the date of expiration or sooner termination of this Agreement; or
 - (c) the date specified by written notice of the City requesting delivery of all or any part of the Deliverable.
- 17.6 The Consultant transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Consultant. The Consultant irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Consultant will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables. The Consultant will not assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so. The Consultant shall provide to the City, during and after the term of this Agreement, any reasonable assistance required for the City to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables. This Section does not apply to Pre-Existing Materials.
- 17.7 The Consultant will not incorporate any Pre-Existing Materials in any Deliverable without first:
- (a) advising the City, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the City's written consent to do so;
 - (b) acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the City to use the Pre-Existing Materials as part of the Deliverable; and
 - (c) granting, in writing, to the City with respect to such Pre-Existing Materials that the Consultant owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing Materials as part of the Deliverable.
- 17.8 The Consultant represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Consultant shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.
- 18.0 NOTICES**
- 18.1 Any notice required or permitted to be given to the Consultant will be sufficiently given if delivered in writing by the City's Project Manager to the Consultant's Project Manager personally or, if mailed, by registered mail to the last known address of the Consultant.

- 18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Consultant's Project Manager to the City's Project Manager personally or, if mailed, by registered mail to City of Vancouver at 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4 (addressed to the attention of the City's Project Manager).

19.0 NO CONFLICT OF INTEREST

- 19.1 The Consultant agrees that during the Term the Consultant will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person, whether or not a client of the Consultant's. Without limiting the general scope of this Section 19.1 and by way of example only, the Consultant is prohibited from and will not provide any services which assist or could be seen to be assisting any person in responding to a request for proposal or invitation to tender, or otherwise giving that person an unfair competitive advantage over other proponents or tenderers responding to a request for proposal or invitation to tender by the City. The Consultant now acknowledges that a breach of this Section 19.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code* of Canada, and accordingly, could be punishable as a crime (as well as a breach of contract).
- 19.2 The Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:
- (a) an elected official or employee of the City; or
 - (b) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

20.0 NON-RESIDENT WITHHOLDING TAX

- 20.1 If the Consultant is a non-resident of Canada as defined in Canadian income tax legislation, the City may withhold from all monies payable under this Agreement such amounts as set out in Canadian income tax legislation, unless a Canada Revenue Agency waiver has been provided to the City within the time limit required under the Canada Revenue Agency administrative guidelines as in effect from time to time and, in any event, prior to payment of an invoiced amount.
- 20.2 The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding and no interest will be payable by the City on sums withheld and later paid directly to the Consultant.
- 20.3 The Consultant shall indemnify the City for any losses, damages or expenses incurred by the City as a result of the Consultant's failure to properly disclose to the City its non-resident status, as defined in Canadian income tax legislation.

21.0 COMPLIANCE WITH LAW

- 21.1 The Consultant will comply with the City of Vancouver License By-law and maintain a valid business license throughout the duration of this Agreement.
- 21.2 The Consultant agrees that it will during the Term comply with all Applicable Laws.

22.0 GOVERNING LAW AND RESOLUTION OF DISPUTES

- 22.1 This Agreement will be governed by the laws of the Province of British Columbia and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement and the Parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution.

23.0 INDEPENDENT CONSULTANT

- 23.1 This Agreement is a contract for services and the Consultant, its permitted Sub-contractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Consultant and its permitted Sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.
- 23.2 The Consultant will not represent to anyone that the Consultant has any authority to bind the City in any way or that the Consultant is an employee or agent of the City.

24.0 INDEPENDENT LEGAL ADVICE

- 24.1 The Consultant acknowledges that the Consultant has been given the opportunity to seek independent legal advice before executing this Agreement.

25.0 TIME FOR PERFORMANCE

- 25.1 Time of the Essence. Time shall be of the essence of this Agreement.
- 25.2 Unavoidable Delay. Notwithstanding Section 25.1, except for the performance of obligations to pay money, the time periods for the City and the Consultant to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Consultant's lack of financial resources; the Consultant's insolvency; strikes, lockouts or other withdrawals of services arising out of any labour dispute involving the City, the Consultant or a Sub-contractor; or governmental action taken in the enforcement of any law specifically against the Consultant or its Sub-Consultants. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

26.0 GENERAL

- 26.1 No Waiver. No action or failure to act by the City shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the City.
- 26.2 Severability. The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.

- 26.3 **Remedies Cumulative.** The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 26.4 **Further Assurances.** Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 26.5 **Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 26.6 **Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the City and the Consultant.
- 26.7 **Joint and Several Liability of Joint Venture Participants.** If the Consultant is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Consultant shall be joint and several.
- 26.8 **Schedules and Appendices.** The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 26.9 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Consultant (whether under this Agreement or otherwise) any amounts payable by the Consultant to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Consultant, whether such claim is at law or in equity or tort or on any other basis.
- 26.10 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and the Consultant and their respective successors and permitted assigns.
- 26.11 **Execution.** This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the Parties electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

As evidence of their agreement to be bound by the above contract terms, the City and the Consultant each have executed this Agreement as of the day and year first above written.

CITY OF VANCOUVER

Signature

Print Name and Title

Date

Signature

Print Name and Title

Date

[NAME OF CONSULTANT]

Signature

Print Name and Title

Date

APPENDIX A - INSURANCE REQUIREMENTS

A1.1 Required Types/Amounts Prior to commencing the Services, the Consultant will obtain at its own expense:

- (a) a professional (errors and omissions) liability insurance policy with limits of not less than \$1,000,000 per claim and not less than \$1,000,000 in aggregate and a deductible of not more than \$50,000, protecting the Consultant against all claims for loss or damage arising out of any error or omission of the Consultant or the Consultant's personnel in the performance of the Services; and
- (b) a commercial general liability insurance policy with a limit of not less than \$5,000,000 per occurrence, and a deductible of not more than \$5,000, protecting the Consultant and the Consultant's personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Consultant or the actions of the Consultant or the Consultant's personnel. The policy must contain a cross-liability clause in favour of the City and will name the City and the City's officials, employees and agents as additional insureds.

A1.2 Required Policy Terms

All required insurance policies must remain in full force and effect at all times until completion of the Services or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and must:

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;
- (b) be primary insurance in respect to the City, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute with such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 30 calendar days' prior written notice

and, for any property insurance carried by the Consultant, contain a clause that waives the insurer's right of subrogation against the City and the City's officials, employees and agents.

A1.3 Insurance Certificate

Prior to signing, and immediately following the signature of, this Agreement, the Consultant shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

A1.4 Sub-Contractors' Insurance

The Consultant will provide in its agreements with its Sub-contractors insurance clauses in the same form as in this Agreement. Upon request, the Consultant will deposit with the City's Project Manager detailed certificates of insurance for the policies of its Sub-contractors (or

copies of the policy(ies) themselves, if requested) and a copy of the applicable insurance clauses from its Sub-contractor agreements.

A1.5 Insurance Requirements Additional to any other Requirements

The Consultant and each of its Sub-contractors will provide, at its own cost, any additional insurance which it is required by law to provide or which it considers necessary.

A1.6 Insurance Requirements Independent of Agreement Obligations

Neither the providing of insurance by the Consultant or the Sub-contractors in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve the Consultant from any other provisions of this Agreement with respect to liability of the Consultant or otherwise.

APPENDIX B - PROPOSAL

APPENDIX C - RFP

1.0 Introduction

To obtain a contractor to provide recoverable event security services at Vancouver Civic Theatre properties.

2.0 Background

The Vancouver Civic Theatres(VCT) is a unique division of the City of Vancouver providing event and performance venue spaces to Canadian and international performers, dignitaries, commercial and non-commercial events for the enjoyment of thousands of Vancouver residents and visitors.

As such, the Civic Theatres has identified a need for access to a security contractor that specializes in event and performance specific security services. The goal is to reduce risk to the City by enabling VCT staff to call on a ready event security provider for higher risk performances (e.g. rock shows), higher profile events (e.g. various dignitaries/guest speakers) and on behalf of Theatre License Agreement (TLA) holders that are deemed unable to coordinate these services for themselves (e.g. one-time large event holders or smaller non-profit organizations).

The cost of these event security services would be fully recoverable from the TLA holders and administered by VCT staff.

3.0 Summary of Requirement

General scope of work shall be to supply all labour, materials, equipment and incidentals necessary to provide appropriate event security guard services at Queen Elizabeth Theatre, Orpheum Theatre, Playhouse and Orpheum Annex. The contractor must be able to demonstrate a highly rigorous process of information management.

4.0 Work Scope

General duties include but are not limited to:

4.1 Control Public Access

4.2 Be part of the Fire and All hazard operational response and participate Fire evacuation and all hazards training on an annual basis based on the client's needs. Crowd control only - not part of operational response.

4.3 Perform searches of patrons if directed by COV Staff.

4.4 Detain and remove individuals.

4.5 All guards to be able to articulate use of force measures.

4.6 Demonstrate appropriate search techniques with physical and electronic methodologies. Prove certification of all machines in good working order

based on manufactures instructions. These certifications are to be provided to City of Vancouver upon demand.

- 4.7 Provide a high level of quality assurance. The company must supply monthly reports by end of first week of the following month to COV outlining staff on time attendance, meeting the two hour limit of staffing, complaints.
- 4.8 Supervisors should be familiar of the Incident Command System (ICS).
- 4.9 Demonstrate a clear ability to work with other contracted security service providers belonging to the City of Vancouver.
- 4.10 Meet all Provincial licensing, legislation and regulations for BST, AST under Security Services Act and appropriate regulations.
- 4.11 Be able to provide their own communications systems. Earpieces are a must for all employees.
- 4.12 Must follow a rigorous notification process of issue escalation.
- 4.13 Must be able write up all incidents and provide them to Vancouver Civic Theatre Security Staff by the end of each event including metrics and safety concerns.
- 4.14 Must be able to have Male and Female guards available.
- 4.15 Must have crowd management strategies.
- 4.16 Talent or Executive protection needs - plain clothes available - within Vancouver Civic Theatre properties.
- 4.17 Must be available with minimum two hours' notice to provide two guards.
- 4.18 Must have a ratio of staffing to coincide with the Risk of the event and a staffing profile to suit the demographic of the event.
- 4.19 Will review any Threat Risk Assessment provided by COV staff and adjust plans accordingly.
- 4.20 Must provide appropriate level of supervision and work in unified command with VCT staff accordingly.
- 4.21 JIBC Advanced Security Training/AST for Supervisor on Shift. All other staff including Supervisor should have Basic Security Training.

5.0 City Provided

- 5.1 No Equipment to be provided by the City.
- 5.2 Access cards on an as needed basis.

6.0 Deliverables

The following deliverables are required:

- 6.1 Supply of certified and experienced event security staff.
- 6.2 Monthly metrics of events.
- 6.3 Monthly invoicing based on theatre location and show event order number.

7.0 Acceptance Criteria

- 7.1 Contractor experience with projects of similar size and scope.
- 7.2 Contractor certifications.
- 7.3 References.
- 7.4 Financials.
- 7.5 Price.

8.0 Schedule

- 8.1 As soon as possible.

9.0 Attachments:

- 9.1 Specifications. - none
- 9.2 Drawings. - none



CERTIFICATE OF EXISTING INSURANCE

Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.
2. **NAMED INSURED** (must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**

INSURER _____
 TYPE OF COVERAGE _____ Building and Tenants' Improvements \$ _____
 POLICY NUMBER _____ Contents and Equipment \$ _____
 POLICY PERIOD From _____ to _____ Deductible Per Loss \$ _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:
☒ Personal Injury
☒ Property Damage including Loss of Use
☒ Products and Completed Operations
☒ Employees as Additional Insureds
☒ Blanket Contractual Liability
☒ Non-Owned Auto Liability

INSURER _____
 POLICY NUMBER _____
 POLICY PERIOD From _____ to _____
Limits of Liability (Bodily Injury and Property Damage Inclusive) - ☒ Cross Liability or Severability of Interest
 Aggregate \$ _____
 All Risk Tenants' Legal Liability \$ _____
 Deductible Per Occurrence \$ _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER _____
 POLICY NUMBER _____
 POLICY PERIOD From _____ to _____
Limits of Liability -
 Combined Single Limit \$ _____
If vehicles are insured by ICBC, complete and provide Form APV-47.

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE**

INSURER _____
 POLICY NUMBER _____
 POLICY PERIOD From _____ to _____
Limits of Liability (Bodily Injury and Property Damage Inclusive) -
 Per Occurrence \$ _____
 Aggregate \$ _____
 Self-Insured Retention \$ _____

7. **PROFESSIONAL LIABILITY INSURANCE**

INSURER _____
 POLICY NUMBER _____
 POLICY PERIOD From _____ to _____
Limits of Liability
 Per Occurrence/Claim \$ _____
 Aggregate \$ _____
 Deductible Per Occurrence/Claim \$ _____

If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: _____

8. **OTHER INSURANCE**

TYPE OF INSURANCE _____
 INSURER _____
 POLICY NUMBER _____
 POLICY PERIOD From _____ to _____
 TYPE OF INSURANCE _____
 INSURER _____
 POLICY NUMBER _____
 POLICY PERIOD From _____ to _____
Limits of Liability
 Per Occurrence \$ _____
 Aggregate \$ _____
 Deductible Per Loss \$ _____
Limits of Liability
 Per Occurrence \$ _____
 Aggregate \$ _____
 Deductible Per Loss \$ _____

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

Dated _____

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) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. 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 _____(vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, _____(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

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 _____(vendor name).

Signature: _____

Name and Title: _____

Purpose: This document is designed to identify where suppliers are going above the minimum standards in the Supplier Code of Conduct and are demonstrating sustainability leadership in their own operations as part of the evaluation criteria of a bid process.

As part of the City's corporate Purchasing Policy and related Supplier Code of Conduct, all City vendors must meet minimum requirements related to ethical, social and environmental standards. Beyond these basic requirements, the City would also like to reward vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that all suppliers bidding on a City contract answer the following questions. The answers to the questionnaire will be evaluated as part of the bid evaluation process.

You will need to be able to verify all your answers to the City upon request. Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

Section 1: Workplace Health & Safety, Wage Rates and Diversity

1. Tell us how your company works to promote workplace health and safety.

a) We have a documented Health & Safety Policy and Program that is openly endorsed by senior management and is updated on an annual basis	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a Health & Safety Manual that includes safe work procedures, incident investigation process with the intent of prevention, workplace inspection process and emergency preparedness and response.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We conduct hazard assessments and job task-specific health & safety training on an annual basis	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We are registered with one or more of these Safety Management System/Program:		
OHSAS 18001	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CAN/CSA Z1000	<input type="checkbox"/> Yes	<input type="checkbox"/> No
ANSI Z10	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We have a system registered, certified or recognized by another standard	Please specify _____	
f) We adhere to one or more of the ILO health and safety resolutions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g) We have a non-registered audited health and safety management system	<input type="checkbox"/> Yes	<input type="checkbox"/> No

2. Tell us how you ensure fair wages and employee benefits.

a) We pay all of our staff a minimum wage that meets the regional LICO (See http://www.statcan.gc.ca/pub/75f0002m/2009002/tbl/tbl-2-eng.htm for wage amounts)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We pay benefits to all of our full-time employees	<input type="checkbox"/> Yes	<input type="checkbox"/> No

3. Tell us about your strategy to address diversity in your workplace.

a) We have a policy or strategy to support hiring a diverse workforce	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a policy or strategy to purchase from diverse contractors/suppliers	<input type="checkbox"/> Yes	<input type="checkbox"/> No

- c) Our company participates in work/employment training programs for vulnerable/diverse populations (e.g. Social purchasing portal) ☐ Yes ☐ No

Section 2: Environmental Management & Stewardship

4. Tell us what policies and programs your company has in place to manage its environmental impact.

a) We have a documented Environmental or Sustainability Policy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have an environmental management system registered to ISO 14001	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have a system registered, certified or recognized by another standard (e.g. EMAS) Please specify _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have a non-registered audited environmental management system	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We conduct compliance audits to health, safety and environmental legislation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We produce a publicly available annual environmental, CSR, sustainability or accountability report	<input type="checkbox"/> Yes	<input type="checkbox"/> No

5. Tell us how your company works to reduce its greenhouse gas (GHG) emissions.

a) We measure our GHG emissions and have developed a reduction strategy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We publicly report our GHG emissions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have set publicly available GHG reduction targets	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have set a target for the use of renewable or alternative forms of energy and have developed a strategy to reach this target	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We have retrofitted our facility, our fleet and/or made process improvements to decrease GHG emissions and energy use	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We have an alternative transportation program for employees (e.g. public transit subsidy, cycling facilities, carpooling program)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g) We purchase from shipping/delivery companies that have taken steps to reduce their GHG emissions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
h) We operate in third party verified green buildings and have developed a plan to meet third party verified standards (such as LEED, BREEAM, etc) in as many of our facilities as possible Please specify the verification system: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

6. Tell us how your company works to reduce waste in its daily operations.

a) We conduct annual audits to measure the total amount of solid waste generated by our facilities and have a waste reduction strategy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
--	------------------------------	-----------------------------

b) We have set publicly available waste reduction targets	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have an office recycling program that includes office paper, beverage containers, batteries and printer cartridges	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have other recycling programs in our operations	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Please specify additional materials recycled: _____		

7. Tell us how your company works to reduce the use of toxins and properly manage hazardous substances

a) We are not in violation with any local, national or international laws related to the use of toxins and management of hazardous substances	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a Toxic Reduction Strategy/Policy that aims to reduce toxins across all operations	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We measure the implementation of our Toxic Reduction Strategy/Policy against a pre-determined set of performance metrics and verify performance with a third-party	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Section 3: Back-up Documentation to Verify Responses

The City reserves the right to verify responses on this questionnaire and may request some or all of the following documentation.

Section	Question	Back-up Documentation
Section 1: Workplace Health & Safety, Wage Rates and Diversity	Question 1	<ul style="list-style-type: none"> • A copy of policies • Proof of safety management system certification
	Question 2	<ul style="list-style-type: none"> • Documentation of employee benefit packages and a list of those who receive benefits
	Question 3	<ul style="list-style-type: none"> • A copy of policies
Section 2: Environmental Management & Stewardship	Question 4	<ul style="list-style-type: none"> • A copy of policies • Proof of environmental management system certification • A copy of public report
	Question 5	<ul style="list-style-type: none"> • A copy of public report • A copy of reduction targets and related results • A copy of LEED, BREEAM, etc. certification
	Question 6	<ul style="list-style-type: none"> • Total tonnes of solid waste generated • A copy of reduction targets
	Question 7	<ul style="list-style-type: none"> • A copy of policy or strategy • A copy of reduction targets and related results • A copy of third party audit/verification

APPENDIX C - PROPOSAL

PROPOSAL FORM

RFP No. PS20151790, EVENT SECURITY SERVICES - VANCOUVER CIVIC THEATRES (the "RFP")

Proponent's Name: GuardTeck Security Corp.
"Proponent"

Address: #202 - 4664 Lougheed Hwy, Burnaby, BC, V5T 5C5

Jurisdiction of Legal Organization: British Columbia

Date of Legal Organization: February 4, 2004

Key Contact Person: Seth Fruson

Telephone: (604)835-7107 Fax: (778)379-9001

E-mail: s.fruson@guardteck.com

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agreed to the Legal Terms & Conditions attached as Appendix 1 hereto and has separately executed such Appendix 1.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

Date

SETH FRUSON PRESIDENT
Name and Title

FEBRUARY 9/2016

Signature of Authorized Signatory for the Proponent

Date

SETH FRUSON PRESIDENT
Name and Title

FEBRUARY 9/2016

LEGAL TERMS AND CONDITIONS

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2 DEFINITIONS

In this Appendix 1, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent as a result of the RFP.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20151790, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 11 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

5.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

5.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at anytime.

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

- (a) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or
- (c) liability on any other basis related to the RFP or the proposal process.

6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;

- (b) Section 6 of this Appendix 1 will:
 - i. bind the City, the Proponent and the arbitrator; and
 - ii. survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council on the proposal results or announcing the results of the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:
 - i. an official or employee of the City; or

- ii. related to or has any business or family relationship with an elected official or employee of the City,

in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP.

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

9.4 Declaration as to Lobbying

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

10 NO PROMOTION OF RELATIONSHIP

The Proponent must not disclose or promote any relationship between it and the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. The Proponent undertakes not to use the name, official emblem, mark, or logo of the City, including without limitation, "City of Vancouver", "Vancouver Police Board", "Vancouver Public Library", "Vancouver Park Board", "Vancouver Board of Parks and Recreation", or any other reference to any of the foregoing, without the express prior written consent of the City.

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11.1 RFP and Proposal Documents City's Property

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- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

12 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

12.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed

subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- iii. an official or employee of the City; or
- iv. related to or has any business or family relationship with an elected official or employee of the City,

in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

12.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

12.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (c) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (d) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP.

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

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The Proponent confirms and warrants that:

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- (d) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

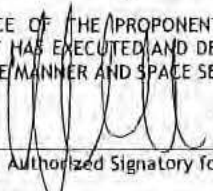
13 NO PROMOTION OF RELATIONSHIP

The Proponent must not disclose or promote any relationship between it and the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. The Proponent undertakes not to use the name, official emblem, mark, or logo of the City, including without limitation, "City of Vancouver", "Vancouver Police Board", "Vancouver Public Library", "Vancouver Park Board", "Vancouver Board of Parks and Recreation", or any other reference to any of the foregoing, without the express prior written consent of the City.

14 GENERAL

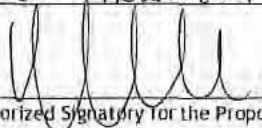
- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.
- (d) The Proponent consents to the City contacting any references named by the Proponent in the Proposal.

AS EVIDENCE OF THE PROONENT'S INTENT TO BE LEGALLY BOUND BY THIS APPENDIX 1, THE PROONENT HAS EXECUTED AND DELIVERED THIS APPENDIX 1 AS AN INTEGRAL PART OF ITS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT BELOW.


Signature of Authorized Signatory for the Proponent

FEBRUARY 9/2016
Date

SETH FRUSON PRESIDENT
Name and Title


Signature of Authorized Signatory for the Proponent

FEB 9/2016
Date

SETH FRUSON PRESIDENT

City of Vancouver

Supply Chain Management Department
4th Floor – Vancouver City Hall
453 West 12th Avenue
Vancouver, British Columbia
Canada, V5Y 1V4

Tuesday January 26, 2016

Event Security Services – Vancouver Civic Theatres PS20151790

Wednesday February 10, 2016
Submitted By:
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Executive Summary

Success to GuardTeck is simple - to provide Vancouver Civic Theatres with meaningfully different service based on Positive Attitudes, Proactive Partners, Professional Approach, going Above and Beyond and Keeping Our Word. Those core values of GuardTeck security we hope will be ever apparent with every component of this proposal, showing that GuardTeck security can provide something meaningfully different.

With GuardTeck already doing more than 65 events at the Civic Theatre properties throughout the year, we would provide the most seamless transition of all companies. In addition our staffs experience at work at your venues for over 8 years provides a level of venue familiarity that would forgo any training required to perform the work.

Sustainable success and competitive advantage can only be achieved when a company is able to communicate and adhere to its core principles, vision and operating philosophy. Not every security professional possesses GuardTeck client focused skills. With proper recruitment, training and continual education, both our and Civic Theatres values are found and honed in our employees to be apparent in every client interaction.

At GuardTeck Security sustainable success goes much further than how we perform at work but also how we operate. Working in the security business, where people perform the duties required, the outcome of our work does not produce much environmental waste. However, GuardTeck Security believes in "Think Globally, Act Locally", which to us means "every little bit counts". We imbed this mantra into our employees with every chance we get. All our patrol and company vehicles are hybrid vehicles, lowering our emissions; we train our people to only print when it is absolutely necessary, lowering the paper wastage; we use electronic reporting measures to, once again, reduce paper waste even further; but most importantly, on the rare occasion we do produce any waste, such as paper, our environmental company policies and procedures ensure that it is recycled to the maximum of our ability.

GuardTeck current successes are in large part a result of our young, diverse and experienced ownership and management team. Our eagerness to adapt to different, and ever-changing labor markets results in an excellent ability to attract the right employees. The result of such enthusiasm and capability is a partnership approach to client relationship management and a loyal and dedicated GuardTeck team.

The confidence in our ability to meet the needs of Civic Theatres comes from a number of facets outlined in the proposal, specifically, our connection with the Community, our experience in providing over 600 events per year, our training practices, our experience working at Civic Theatres, our focus on customer centered recruitment and our highly experience management and Supervisory Team. We have the proven ability to provide the services outlined in the RFP and look forward to the opportunity to showcase our teams' skills.

Technical Proposal

1.1 The City has the following objectives and requirements (together, the "Requirements"):

- (a) General scope of work shall be to supply all labour, materials, equipment and incidentals necessary to provide appropriate event security guard services at Queen Elizabeth Theatre, Orpheum Theatre, Playhouse and Orpheum Annex. The contractor must be able to demonstrate a highly rigorous process of information management.

GuardTeck Security fully agrees to supply all labour, materials, equipment and incidentals necessary to provide the appropriate event security guard services at Queen Elizabeth Theatre, Orpheum Theatre, Playhouse and Orpheum Annex. Throughout this proposal GuardTeck endeavors to demonstrate our highly rigorous process of information management.

- (b) Further information regarding the Requirements is contained in Annex 1 to the RFP.

Annex 1 - Schedule of Detailed Requirements

1.0 Introduction

To obtain a contractor to provide recoverable event security services at Vancouver Civic Theatre properties.

2.0 Background

The Vancouver Civic Theatres (VCT) is a unique division of the City of Vancouver providing event and performance venue spaces to Canadian and international performers, dignitaries, commercial and non-commercial events for the enjoyment of thousands of Vancouver residents and visitors.

As such, the Civic Theatres has identified a need for access to a security contractor that specializes in event and performance specific security services. The goal is to reduce risk to the City by enabling VCT staff to call on a ready event security provider for higher risk performances (e.g. rock shows), higher profile events (e.g. various dignitaries/guest speakers) and on behalf of Theatre License Agreement (TLA) holders that are deemed unable to coordinate these services for themselves (e.g. one-time large event holders or smaller non-profit organizations).

The cost of these event security services would be fully recoverable from the TLA holders and administered by VCT staff.

3.0 Summary of Requirement

General scope of work shall be to supply all labour, materials, equipment and incidentals necessary to provide appropriate event security guard services at

Queen Elizabeth Theatre, Orpheum Theatre, Playhouse and Orpheum Annex. The contractor must be able to demonstrate a highly rigorous process of information management.

4.0 Work Scope

General duties include but are not limited to:

4.1 Control Public Access

GuardTeck Security Corp. has provided Event Security to over 600 events in 2015 alone. Each event has very specific Public and access control, which are always managed entirely by GuardTeck Security. This not only makes us believe that we can control public access but are experts in such duties. Our experience for controlling public access is for venues of attendance levels from 500-60,000 patrons. In 2015 GuardTeck Security has delivered on over 40 events at Queen Elizabeth Theatre and over 25 Shows at Orpheum theatre.

- 4.2 Be part of the Fire and All hazard operational response and participate Fire evacuation and all hazards training on an annual basis based on the client's needs. Crowd control only - not part of operational response.

GuardTeck Security understands the importance and absolute necessity of proper Fire Evacuation plans as well as having capability to deal with all possible Hazards. This is why GuardTeck Security will not only participate in all Fire Evacuation drills but also insist that they are in place on, at least, a yearly basis. GuardTeck Security also ensures that all supervisors are trained in Workplace Hazardous Materials Information Systems and will ensure that, at least, one OFA 3 trained staff will be onsite to apply first aid to anyone in need should any such events take place.

- 4.3 Perform searches of patrons if directed by COV Staff.

To ensure the safety of all that attend City of Vancouver Civic Theaters, searches must take place. This is not only to stop drugs, weapons and/or other banned devices to enter, but to deter possible offenders by ensuring everyone knows that the possibility of being searched is real and will take place. GuardTeck Security has trained our supervisors and staff in the discipline of legal personal searches in accordance with BC Laws and have put them to good use at all our events. This has created a team you will be confident in, that should the need arise, GuardTeck will search any persons legally and ensure the safety of all patrons of Civic Theaters. All searches conducted at the COV properties will be conducted professionally, effectively, and efficiently in accordance with law and policy as directed by COV staff. We will also provide metal detection wands for non-intrusive searching as directed. We have developed our own internal policy on searching to ensure legal compliance and minimize risk and liability.

- 4.4 Detain and remove individuals.

All Supervisors of GuardTeck Security are AST (Advance Security Training) certified and all Guards are BST (Basic Security Training) which trains security personnel in the discipline of legally permitted use of force as well as the legalities surrounding the removal of undesirables or people not following the permissible actions whilst at any location. This training is continually refreshed at GuardTeck Security ensuring the City of Vancouver is confident that should any situation arise where we must detain or remove

individuals, we will do it legally and safely. GuardTeck Security has in house Use of force class; lead by a retired Police member Julian Knight, and classes are run every quarter and open to all GuardTeck Staff, mandatory attendance is required for new employees. The training our guards receive is in line with the National Use of Force model. No removals of force are executed without the event supervisor's oversight and in most scenarios approval for removal from the venue management team is provided. GuardTeck Security will ensure all events are staffed with at least one AST certified security officer.

4.5 All guards to be able to articulate use of force measures.

All guards receive use of Force training and are well versed in the National Use of Force model detailing the appropriate response in all situations. They are able to articulate use of force measures employed verbally and in writing. GuardTeck Security has a rigorous reporting system to ensure thorough documentation of any incidents. *Please see 4.4.*

4.6 Demonstrate appropriate search techniques with physical and electronic methodologies. Proved certification of all machines in good working order based on manufactures instructions. These certifications are to be provided to City of Vancouver upon demand.

As stated in paragraph 4.4, GuardTeck Security Staff is well educated and continually refreshed on search techniques and should the situation arise where electronic methodologies be needed, such as metal detection wands, GuardTeck Security will ensure they are in good working order and all staff is fully fluent in its functionality. GuardTeck Security has multiple retired Police and Peace officers in its employ who oversee our policies, Procedures and executions of searches for our clients.

GuardTeck also has its own internal search policy to ensure legal compliance while ensuring safety and minimizing risk and liability.

4.7 Provide a high level of quality assurance. The company must supply monthly reports by end of first week of the following month to COV outlining staff on time attendance, meeting the two hour limit of staffing, complaints.

GuardTeck Security believes that we must continually improve to maintain our advantage in the security industry. We do this by our continual use of our Quality Assurance Program:

- 1. Audits of employees with onsite Supervisors and managers – Procedure Review*
- 2. Draft/Amend SOPs*
- 3. Train all staff in amendments*
- 4. Quality Improvement Audits*
- 5. Review Audits*
- 6. Repeat Process*

By constantly repeating this cycle with our customers we are effectively reviewing our performance and systems on an ongoing basis. This allows for optimum performance from our staff onsite and the systems we put in place. Bill Bunt a retired VPD member oversees our quality assurance program and ensures our delivery meets or exceeds our client's expectations.

GuardTeck will provide monthly reports to COV as requested in the RFP.

4.8 Supervisors should be familiar with the Incident Command System (ICS).

GuardTeck Trains all supervisors in Incident Command System (ICS) through the Justice Institute of BC. ICS is one of many training programs we put a large contingent of our staff, not just supervisors, through for our venues, retail shopping centers, Corporate towers, post secondary education institutions and other clients.

4.9 Demonstrate a clear ability to work with other contracted security service providers belonging to the City of Vancouver.

GuardTeck security currently works with COV staff and current suppliers in the Civic Theatre venues. We have done more than 65 shows in 2015 alone.

GuardTeck Security in addition to providing services within the venue has done numerous events in the area including Harvest Haus and the FIFA Fan Zone. We have worked very closely with the COV staff.

GuardTeck has also worked with COV staff for Canada Day and NYE events at Canada Place.

GuardTeck Security has worked with multiple providers in Vancouver and we believe we have a great working relationship with all security providers. Some examples of companies we have worked with in the last year are as follows,

1. *Securiguard - We subcontract some work to them, and they subcontract work to GuardTeck. Scope of work includes mobile patrols and static security personnel.*
2. *Genesis Security - We provide the security to Squamish Music Festival show site and Genesis does the camping security at the event, we work with them closely during planning and execution.*
3. *Limited Edition - When any major act comes to Vancouver and performs at BC Place we provide all Back of House and front of house security on the floor, Limited Edition assists with the security for the aisles and certain seating sections.*

4.10 Meet all provincial licensing, legislation and regulations for BST, AST under Security Services Act and appropriate regulations.

GuardTeck Security is a professional company. This means we always meet all Provincial licensing, legislation and regulations for BST, AST under the Security Services Act and appropriate regulation.

We have developed a strong working relationship with the licensing body in British Columbia, Security Programs Division, and are known as a company who ensures all provincial licensing, legislation and regulations under the BC Security Services Act and associated regulations are met. We provide training to our supervisors on the BC Security Services Act, BC Trespass Act, BC Liquor Control and Licensing Act and other related legislation to providing security services.

4.11 Be able to provide their own communications systems. Earpieces are a must for all employees.

GuardTeck Security will provide all communication systems needed to operate professionally at Civic Theaters. Earpieces will be provided to all employees working at Civic Theaters,

4.12 Must follow a rigorous notification process of issue escalation.

Should any Incident arise, our guards are trained to communicate what is occurring immediately to their supervisors. Should the situation need further attention, the supervisor will escalate the Incident through the proper channels that are illustrated during the briefing that occurs before any event will begin.

Currently, we provide one of our radios to COV staff at all events so they are aware of any incidents occurring and can obtain our assistance as needed.

Our supervisors always meet with the COV Manager On Duty at the beginning of events to ensure they are fully briefed on expectations and possible issues or concerns in addition to the briefing provided by the client putting on the event. At the conclusion of the event, our supervisors speak with the Manager On Duty to address any questions or issues that may have arisen. There is a clear notification process for any incidents or issues during the event, including for issue escalation. Follow-up reports are provided to COV staff.

4.13 Must be able write up all incidents and provide them to Vancouver Civic Theatre Security Staff by the end of each event including metrics and safety concerns.

Documentation is the best form of protection should a complaint come against the Civic Theatres and GuardTeck. For that reason, GuardTeck Security insists that any incident, safety concern and/or irregularity of an event be written in detailed Incident Reports. This will always be done before the end of the shift and will always be given to the person in charge of the location of its origin.

GuardTeck has an online reporting system where staff complete Incident Reports online. These reports are automatically sent to the Management Team electronically when submitted. We then provide them to COV staff. There is also a Shift Brief report completed and submitted at the end of each event by our supervisors detailing all information pertaining to the event, including any incidents.

We provide training to our supervisors and staff on report writing.

4.14 Must be able to have Male and Female guards available.

GuardTeck Security believes it is important to have a diverse workforce. Any event needs both male and female staff for many reasons, but most importantly when searches must be done. Therefore, GuardTeck Security will definitely always have both Male and Female guards on site for any and all events. No company in Vancouver can match GuardTeck Security's depth in staff for any event that is why we have been trusted to execute most major events that come to Vancouver.

We go above and beyond by speaking with the Civic Theatres Manager Phil Iosef as well as the client holding the event in advance to ascertain the expected demographic for the event. Based on the information provided, we staff male and female guards to match the demographic of the event. This ensures there are an appropriate number of male and female guards specific to the event.

4.15 Must have crowd management strategies.

Aaron Billesberger, Manager of Special Events and Training, is experienced in crowd control and crowd management strategies. He has been awarded the Commissioner's Citation for Bravery for his coordination of the staff response during a prison riot in 2008. He has been awarded a Deputy Chief Constable's

Commendation by the Vancouver Police Department for his response to a strong-arm robbery in progress as a Reserve Constable. He was also awarded the Outstanding Member Award as a Reserve Constable with the Vancouver Police Department. He has managed literally hundreds of events of all kinds. He is a wealth of knowledge and our leader to create and implement crowd management strategies, whatever the need. Aaron's wealth of knowledge along with his training of our leadership and supervisory team ensures all events have the best in the business assigned. Aaron has over 20 years of experience managing all aspects of special event security.

Aaron is a National Trainer with the Correctional Service of Canada in Institutional Emergency Management; a course focused on managing all types of security incidents, emergencies and crises, including those involving large groups or crowds.

Aaron already supervises a large number of Civic Theatre events and he is committed to leading all major shows that come to the Civic Theatre venues.

Our supervisors and staff are well trained in Crowd Management strategies and equipped to deal effectively with all situations.

- 4.16 Talent or Executive protection needs – plain clothes available – within Vancouver Civic Theatre properties.

GuardTeck Security's workforce is the most diverse in the industry. From former and existing law enforcement members to former Royal Marines Commandos, trained in the arts of Talent and Executive Protection and have provided security to many artists as well as dignitaries such as the Secretary-General of the United Nations, Chantal Kreviazuk, Shania Twain, Ray Kurzweil, the CFL Commissioner, John Cleese, and many others. Many companies claim to be experts in Executive protection. Our executive protection team has received formal training through the military, police force, and corrections as well as advanced training through the United States. Our team received their training and experience in the field and we are lucky enough to have them on our team for us and our clients.

- 4.17 Must be available with minimum two hours' notice to provide two guards.

As previously stated, GuardTeck Security has an abundance of staff who are eager to take shifts, pre-planned or last minute. Providing two guards with minimum two hours notice will never be a problem. With 24 hour per day seven day per week area supervisors on shift, if there is any requirement by Civic Theatres for a last minute security member, our area supervisor will attend the site until a replacement guard can be found by our 24 hour dispatch team.

- 4.18 Must have a ratio of staffing to coincide with the Risk of the event and a staffing profile to suit the demographic of the event.

GuardTeck Security has a workforce of over 500 employees that most certainly has a ratio of staffing to coincide with the Risk of the event and a staffing profile to suit the demographic of the event. Furthermore, our experts will be able to provide aid, based on years of experience based information, to ensure the right ratio is included in any event planning. GuardTeck Security and their staff have been working at the civic theatres through Live Nation and many other promoters for years. We have worked with the civic theatre management team to ensure staff levels are appropriate and the profile of the staff is a good fit for demographic of the event.

GuardTeck consistently speaks with the Civic Theatres Manager Phil Iosef and the client putting on the event in advance of the event to identify expected demographics and temperament of the crowd so that we can subsequently staff the event appropriately.

- 4.19 Will review any Threat Risk Assessment provided by COV staff and adjust plans accordingly.

Please see 4.18

GuardTeck has done this and will continue to do so. An example was the Miley Cyrus concert at the Queen Elizabeth Theatre in December 2015. Manager Aaron Billesberger was very much involved with Civic Theatres Manager Phil Iosef and COV staff who conducted a Threat Risk Assessment due to information suggesting there may be a credible threat to the artist. Aaron attended and supervised the event to ensure continuity of service delivery. COV staff complimented our execution and staff performance at the event.

- 4.20 Must provide appropriate level of supervision and work in unified command with VCT staff accordingly.

The major differentiator GuardTeck Security thrives on is our excellence in Customer Service, which is imbedded in our supervisors, who will always be onsite at the appropriate levels to lead and ensure our guards do the same. This gives us the ability to work in unified command with VCT staff.

We have consistently demonstrated through all events we have worked how well our staff and supervisors work with VCT staff in unified command. We believe strongly in a professional, courteous, proactive, customer service oriented, client focused and team oriented approach to working with everyone at events.

Our managers and supervisors at events closely observe and interact with our staff to ensure they deliver at a high level and strive to exceed expectations. A key part of this is conducting thorough briefings to ensure staff know the expectations and following up with all staff throughout the event.

- 4.21 JIBC Advanced Security Training/AST for Supervisor on Shift. All other staff including Supervisor should have Basic Security Training.

Supervisors and above have AST training and OFA Level 3. All other staff have Basic Security Training as a minimum.

5.0 City Provided

- 5.1 No Equipment to be provided by the City.
5.2 Access cards on an as needed basis.

6.0 Deliverables

The following deliverables are required:

- 6.1 Supply of certified and experienced event security staff.
• *Please see 4.21*

- *As detailed in this submission, GuardTeck Security strives to recruit the best staff in the business with extensive experience in special events. Our staff maintain valid security licenses, participate in ongoing training to enhance their skills and have a wealth of experience working as event security for all types of special events.*
- 6.2 Monthly metrics of events.
 - *GuardTeck Security will meet with COV Management to work together to decide the best metrics for the Civic Theaters to ensure that they are receiving the proper information to prove the best ROI. The results will be provided on a monthly basis.*
- 6.3 Monthly invoicing based on theatre location and show event order number.
 - *GuardTeck Security will provide monthly invoices based on theatre location and show event order numbers on the invoices.*

7.0 Acceptance Criteria

- 7.1 Contractor experience with projects of similar size and scope.
 - *GuardTeck Security has extensive experience working in the Civic Theatres venues as well as providing professional and effective teams for projects of similar size and scope.*
- 7.2 Contractor certifications.
 - *GuardTeck Security meets all required certifications specified in the RFP.*
- 7.3 References.
 - *References are provided in the Reference section of this submission.*
- 7.4 Financials.
 - *Financials will be provided if requested. GuardTeck Security has become a well-established security company with strong financials.*
- 7.5 Price.
 - *Bill rates are provided in the Commercial Proposal section of this submission.*

8.0 Schedule

- 8.1 As soon as possible.

9.0 Attachments:

- 9.1 Specifications. - none
- 9.2 Drawings. - none

- 1.2 The Requirements stated herein are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.

Key characteristics of any successful security company are adaptability and the ability to react to an ever changing industry. GuardTeck Security has never met a challenge it could not overcome. Should there be any changes, GuardTeck Security knows we will be able to deal with it.

Commercial Proposal

Payment terms are 30 days after invoicing.

Role	Regular Rate	Overtime Rate	Statutory Holiday Rate	Call Out Rate (less than 2 hours' notice)
Uniformed Guard	\$23.00	\$34.50	\$34.50	\$34.50
Plain Clothes Guard	\$23.00	\$34.50	\$34.50	\$34.50
Talent/Executive Protection	\$30.00	\$45.00	\$45.00	\$45.00
Site Supervisor	\$27.00	\$39.50	\$39.50	\$39.50
Other (OFA3)	\$25.00	\$37.50	\$37.50	\$37.50

GuardTeck Security will provide Monthly Invoicing coinciding with "Deliverables" 6.3 of the requirements section.

Proponent Overview

Corporate Offices

Vancouver Office
#202 – 4664 Lougheed Hwy
Burnaby, BC, V5C 5T5

Abbotsford Office – Head Office
#204 – 33386 South Fraser Way
Abbotsford, BC, V2S 2B5

Calgary Office
Sun Life Plaza West Tower
144 - 4 Avenue SW Suite 1600
Calgary, AB, T2P 3N4

Contact for Tender:

Seth Fruson
Email: s.fruson@guardteck.com
Phone: 1(604) 835-7107
www.guardteck.com

Ownership: Seth Fruson owns GuardTeck Security 100%.

Seth J.D. Fruson, President & CEO, Owner

Seth started Crusade Security in 2005 as a privately owned guard company in the Fraser Valley, Abbotsford area of British Columbia. In recent years, Crusade Security merged with Live Host International and rebranded as GuardTeck Security. Since this time, GuardTeck Security has emerged as the service provider of choice for special events in British Columbia. A customer-centered service delivery with a focus on quality improvement has enabled GuardTeck Security to win new contracts and expand its services throughout British Columbia and Alberta.

Over the past ten years, Seth has assembled a versatile management team that has helped him grow his business to over 500 security officers. With the recent expansions in both British Columbia and Alberta, GuardTeck Security has:

- Provided one of the largest security deployments since the 2010 Olympic games, at the Squamish Valley Music Festival
- Opened offices in Greater Vancouver, Abbotsford, and Calgary
- Provided security for over 600 events annually, including but not limited to Canada Day and New Year's celebrations, FIFA Fan Zone, Civic Theatre events, Commodore Ballroom events, etc.

In 2015, Seth was recognized in the business community for the success of GuardTeck Security by being named as a Finalist for the Business In Vancouver 40 under 40 awards.

Services Provided

GuardTeck Security has been in operation for 10 years in British Columbia and 2 years in Alberta. Since inception, GuardTeck Security has grown into one of the largest security providers in the Lower Mainland area with 500 staff, two offices in British Columbia (Abbotsford and Greater Vancouver) and one office in Alberta (Calgary).

GuardTeck Security provides the following security services to our clients:

Security Guard Service

- Large Scale Event Management
- Retail
- LPO
- Commercial and Residential Building Security
- Mall Security
- Private Investigations
- Emergency Medical Services

Mobile Security

- Mobile Patrols
- Alarm Response
- Emergency Response

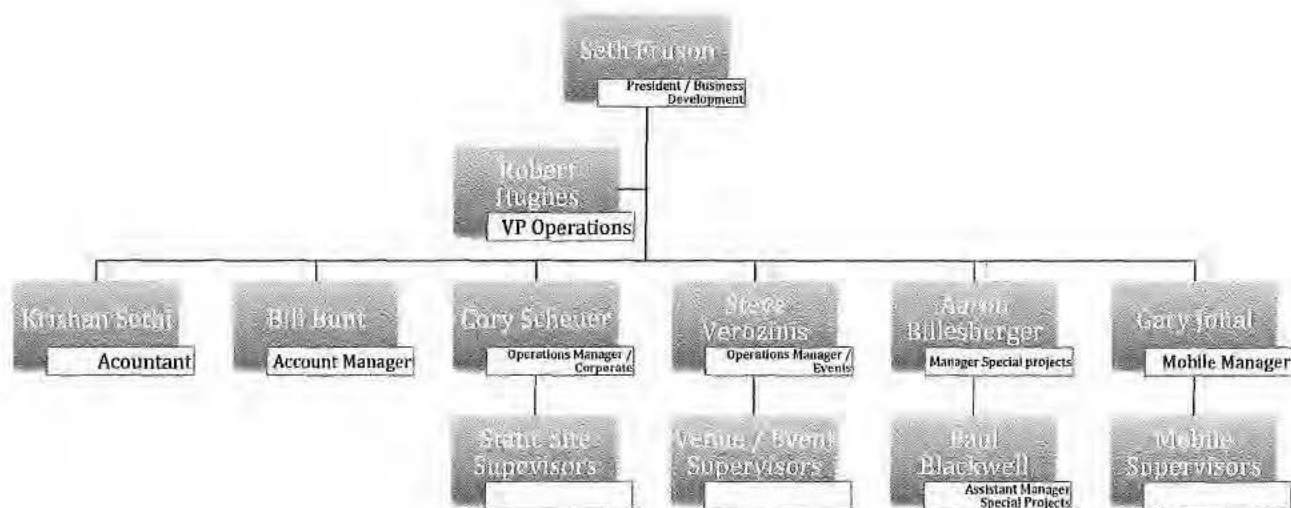
System Installation and Integration

- Residential and Commercial Security Installations
- Intrusion Systems
- Fire Systems
- Entry Phone Systems
- Access Control
- CCTV Cameras

Security Consulting

- Private Investigations
- Personal and Executive Protection
- Risk Assessments

Management Structure



Goals

We have built this business on four simple core values;

1. Professional Approach – From our interactions, to the way we look.
2. Proactive Partners – In how we treat our employees and our customers. We have your back.
3. Positive Attitude – Front Line Brand ambassadors, Smiles, helpfulness, caring, fun never at the expense of professionalism.
4. Keeping Our Word – Do what you say you are going to do.
5. Above and Beyond – Exceed the expectations of our clients.

On the back of these values we are well on our way to accomplishing the following vision and Mission Statement.

Vision

GuardTeck will be the provider of choice for premier venues and deliver our premium promise. By December 2016, GuardTeck aims to be doing revenues of 12 Million dollars in BC and Alberta and regarded as the primary company for premium security service delivery.

Mission Statement

True Partnerships are formed by the investment of each other's success, be it Client, Vendor and/or Employee. GuardTeck Security invests everyday, in every relationship, which empowers our business success.

I have attached our Dream Customer List and the premier venues we hope to add as partners over the next two years.

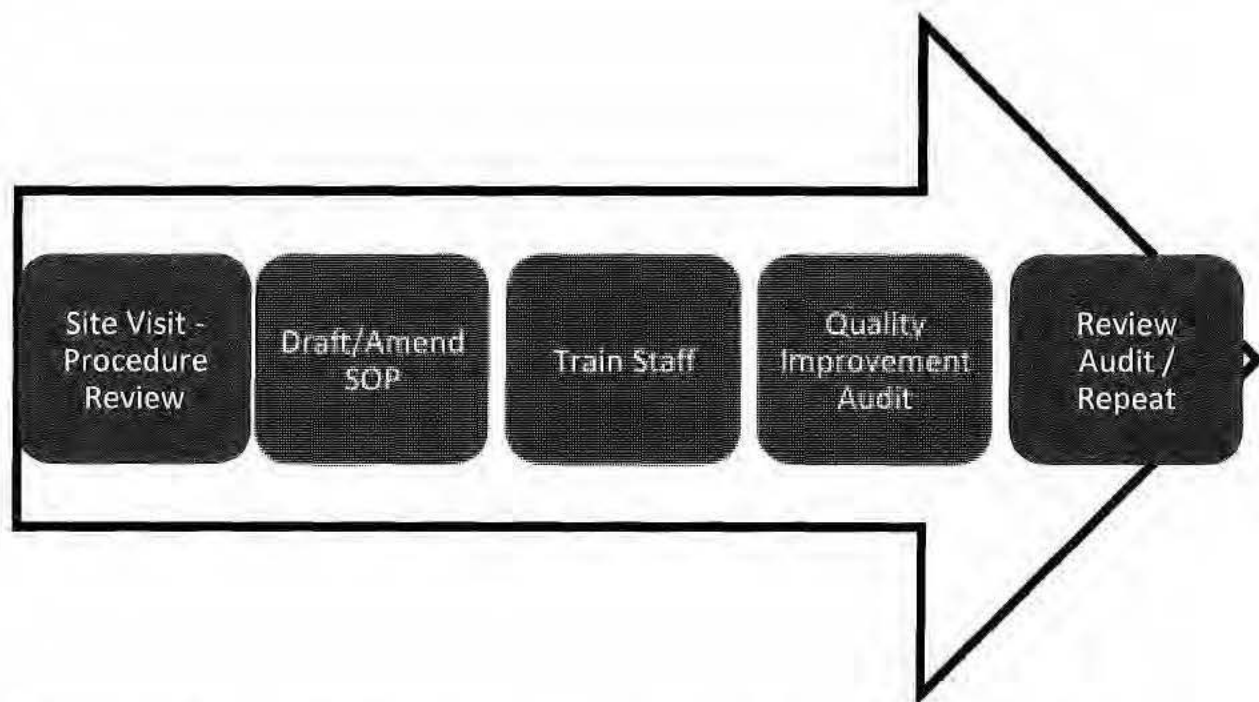
<i>British Columbia</i>	<i>Alberta</i>
1. Rogers Arena	1. BP Place
2. Morguard	2. Telus Building
3. Brentwood Town Center	3. The Bow
4. Lougheed Town Centre	4. Jameson Place
5. Bentall Kennedy Fraser Valley	5. TransCanada Tower
6. Civic Theaters	6. Calgary Place
7. Bentall Vancouver	7. Stock Exchange Tower
8. Royal Center Vancouver	8. Intact Place
9. UFV	9. Scotia Center
10. Central City	10. Palliser 1 and 2
11. Center of Gravity	11. Saddle Dome
12. Gay Pride	12. Rio Can
13. BMO Marathon Vancouver	13. Morguard
14. Seawheeze Marathon	14. Bentall Kennedy
15. Shambala Music Festival	

***This list was developed at a Management and Supervisory Team Meeting in September 2015. Crossed out line items are contracts we have been awarded since the development of this list.

Customer Service

As customer service being the differentiator in a market where everything is replicated and duplicated, GuardTeck Security places a heavy emphasis on the Customer service in the business and review cycle. Our aim is to continue to partner with the Civic Theatre Management and create an outstanding customer experience.

GuardTeck Security was founded on the idea of continuous improvement and the basic model outlined below:



By constantly repeating this cycle with our customers we are effectively reviewing our performance and systems on an ongoing basis.

This allows for optimum performance from our staff onsite and the systems we put in place.

Past Successes

1. Successful completion of Squamish Valley Music Festival three years in a row, deploying more than 400 security officers per day. (Please see reference letter in Reference Section)
2. 600+ special events per year ranging from 6-420 guard deployments
3. Forging our way to be the leader in the event security industry.
4. Business in Vancouver 40 under 40 finalist
5. Establishing an amazing culture that fosters excellence in our people and translates to the best front line staff for our clients.
6. Above average industry pay.
7. Over 65 events at Civic theatres in 2015 Listed below.

Orpheum Shows		Queen Elizabeth	
Feb 15 - Hozier	June 30 - The Roots	January 16, 17, 18 - Shen Yun	September 10 - Mark Knopfler
Oct 20 - Alton Brown	July 15 - The Strings that bind Us	February 11 - So You Think You Can Dance	September 11 - Moshen Yaganeh
March 24 - Colin James	August - 5 Movie Filming	February 12 - Billy Idol	September 12 - Salim and Solumen
April 5 - Stromae	August 11 - Brit Floyed	March 14 - The Next Step	September 17 - Corporate Event
April 25 - Nightwish	August 12 - Wilco	March 29th - Marilyn Manson	September 29 - Corporate Event
April 28 Counting Crows	August 22 - Tallest man on earth	April 29 - Nick Offerman & Megan Mullally	October 9 - Ringo Starr
May 13 - Dianna Krall	September 9 - Passenger	May 11 & 12 - Joe Bonamassa	October 10 - Chris Deburgh
May 27 - Ryan Adams	September 16 - Empire of the Sun	May 18 - Na Ying	October 11 - Alan Tam
May 29 - Kapusong	Sept 18 - Joe Rogan	May 20 - Kids in the Hall	October 12 - Slash
June 9 - Suffjan Stevens	Sept 30 Chris Cornell	may 21 - Lindsey Stirling	October 18 - Bill Maher
June 19 - Buddy Guy	November 11 - Bahamas	may 23 - Body Building Championship	October 21 - Barenaked Ladies
June 23 - Erykah Badh	November 12 - Glen Hansard	May 25 & 26 - Lady Gaga & Tony Bennett	November 9 & 10 - Billy connolly
June 27 - Pink Martini		June 4 - Jesse Cook	November 13 & 14 - Jerry Seinfeld
June 28 - BC Lions		June 5 - Corporate Event	November 15 - The Cult
Corporate		July 6 - Corporate Event	November 27 - Darcy Oake
		July 18 - John Mellencamp	December 2 - Puscifer
		July 25 - Corporate Event	December 14 - Miley Cyrus
		September 8 - Weird Al Yankovic	December 15 - Mythbusters

Current Client List



UNION EVENTS





Key Personnel

Please find below a summary of the backgrounds of the key personnel for GuardTeck Security Co.

We have developed a strong reputation in the security industry for specializing in providing high level event and performance specific security services in a manner that enhances safety and security while reducing and mitigating risk to everyone involved from clients to ticketholders.

Our key managers and supervisors, who have already developed a positive working relationship with Civic Theatres and COV staff, have been recruited and retained because of the depth of their knowledge, skills and abilities developed over thousands of hours working special events of all types and risk levels at various venues from theatres to arenas to festivals in Western Canada. We have extensive experience successfully operating security teams for higher risk performances (e.g., rock shows) and higher profile events (i.e., 2010 Olympics LiveCity Downtown site, FIFA Fan Zone, close protection for the Time of India Film Awards, etc.).

We specialize in controlling public access, developing and implementing operational response plans including evacuations, crowd control, searching, evictions, detention of individuals when appropriate, use of force, quality assurance, Incident Command System (ICS), complying with all provincial licensing legislation and regulations, and working cooperatively with all personnel.

Communication and our desire to always deliver a high level of service above industry standards are our greatest assets.

1. **Aaron Billesberger**, Manager of Special Projects and Training

Email: (a.billesberger@guardteck.com)

- Researcher/Analyst, Matsqui Police Department (1992-1993)
- VPD Reserve Constable 1994-1999
- Employed with the Correctional Service of Canada since 1995. Currently serving as a Correctional Manager at Mountain Institution (2007-present)
- Awarded the Commissioner's Citation for Bravery for actions taken during a prison riot at Mountain Institution in 2008
- Aaron has served as a Security Manager and director at Shambhala Music Festival (2002-2012), Merritt Mountain Music Festival (2002-2011), Squamish Valley Music Festival (2013, 2014, 2015), and Live City downtown for the 2010 Olympic Games
- Security Supervisor – Rogers Arena 1997-2007
- **Some Project Highlights Include**
 - Merritt Mountain Music Festival Security Manager and Director
 - Squamish Valley Music Festival Security Manager
 - Shambhala Music Festival Security Manager
 - Security Manager at BC Place Concerts (AC/DC, One Direction, Paul McCartney, Taylor Swift, etc.)

- FVDED in the Park Security Manager
- LiveCity Downtown Security Manager for 2010 Olympics
- Volunteer Work includes being a Cops for Cancer Tour de Valley Rider (2014-present)

2. Paul Blackwell, Assistant Manager Special Events

Email: (p.blackwell@guardteck.com)

- Senior Operations Manager Genesis Security 2005-2007, site manager for Cloverdale rodeo and Molson Indy.
- Senior Account Manager Securiguard 2007-2009, Oversaw 4 major facilities and 50+ staff.
- Director of Operations, Sea to Sky Hospitality 2009-2013
- 2013 – Current Assistant Manager Special Events, responsible for executing major events throughout BC. Overseeing deployments from 30 – 420 security professionals.

3. Steve Verozinis, Operations Manager – Events

Email: (s.verozinis@guardteck.com)

- Over 8 years experience in event security
- Site Supervisor for major festivals including:
 - Squamish Valley Music Festival (2014, 2015)
 - Shambhala Music Festival – Internal Investigator (2010, 2011, 2012, 2013)
 - FVDED in the Park Music Festival (2014)
 - BC Place Stadium Shows (Taylor Swift, One Direction, AC/DC, Justin Timberlake / Jay-Z)
 - Contact Festival (2012, 2013, 2014, 2015)
 - Deer Lake Concert Series (Siguros, Alice & Chains, The Lumineers, City & Colour, Burnaby Blues and Roots, Beck, Jack Johnson, Jack White, ALT-J)
- Has personally supervised teams of between 5 – 30 security professionals at over 50 events at the Orpheum and Queen Elizabeth Theatre as well as up to 420 security professionals at the Squamish Valley Music Festival.
- Site supervisor at the Commodore Ballroom for 5 years
- Certified close protection specialist with Wilding and Associates
- Over 10 years martial arts training in Tae-Kwon-Do, Japanese Jujitsu, Maui Thai and kick boxing.
- AST Certified

4. Dan Labonte, Senior Supervisor

Email: (D.labonte@guardteck.com)

- Supervised various venues including Civic Theatres, Commodore Ballroom, Squamish Music Festival, Shambhala Music Festival, FIFA Women's World Cup

- Control Access Points, monitor crowds, deploys staff as best suited for various functions including concerts, festivals and special events
- Often deployed at point of entry to venue, VIP areas and backstage areas with direct access to high profile performers due to high standard of professionalism, ability to assess and act appropriately and high standard of customer service

5. Kyle Bruchet, Senior Supervisor

Email: K.labonte@guardteck.com

- Over 8 years experience in concerts, music festivals and special events
- Current site supervisor at The Commodore Ballroom
- Supervisor at major events such as **Squamish Music Festival, Shambhala Music Festival, Contact Winter Festival, AC/DC, Taylor Swift, One Direction at BC Place**
 - Oversaw ingress /egress of the 15,000 festival attendees, security operations and asset protection throughout the event.
 - Actively observed/participated in investigations and incident management, responding to emergency situations, adjusting security resource deployment as needed, and collaborating with emergency services.
- Supervises staff between 5 – 30 at over 50 shows per year
- AST Certified

6. Shahin Gonabadi, Supervisor, OFA 2/3 Attendant

Email: s.gonabadi@guardteck.com

- Over 3 years event security experience
- Certified Conflict Resolution
- Supervisor of various events
- Has been a Security Manager for many events and locations such as:
 - **FIFA Fan Zone 2015**
 - **Squamish Valley Music Festival (2014, 2015)**
 - **Contact Festival (2014, 2015)**
 - **Convention Centre's New Year's Eve 2015**
 - **FVDED in the Park (2014)**
 - **Various BC Place Shows (Taylor Swift, One Direction, AC/DC)**
- Currently studying Health Sciences at Simon Fraser University
- Volunteers at Langley Memorial Hospital (Physician Scribe), St Paul's Hospital (D & D), Lions Gate Hospital (D & D), Canadian Blood Services (Clinic Volunteer lead), Big Brothers of Vancouver

7. **Patrick Wilson**, Supervisor, OFA 2/3 Attendant / EMR

Email: (P.wilson@guardteck.com)

- With over 3 years event security experience, Patrick Wilson has worked major festivals such as **Squamish Music Festival, Shambhala Music Festival, Pemberton Music Festival**
- Currently holds the title of Assistant Site Supervisor for the Commodore Ballroom
- Has worked over 50 events at the Queen Elizabeth Theatre and Orpheum Theatre.
- AST Certified
- Emergency Medical Responder
- Tactical Criminal Analysis
- Theoretical Foundations of Dispute Resolutions
- Non Crisis Intervention Training
- Project Griffin Certificate
- Distress Services Volunteer
- Black Belt Japanese Jujitsu

References

Contract:	Live Nation British Columbia				
Location:	BC Region				
Description:	Security for Major shows throughout BC				
Customer Since: 2013					
Name:	Dave Osborne	Phone:	1(604) 683-4233	Fax:	

Contract:	BrandLive				
Location:	BC Region				
Description:	Security provider for major shows throughout BC				
Customer Since: 2013					
Name:	Paul Runnals	Phone:	1(604) 733-7171	Fax:	

Contract:	Commodore Ballroom				
Location:	Vancouver				
Description:	Security all shows at their venue				
Customer Since: 2013					
Name:	Gord Knights	Phone:	1(604) 683-4233	Fax:	

Contract:	Port Metro Vancouver				
Location:	Vancouver				
Description:	Security for all shows at their venue				
Customer Since: 20013					
Name:	Anita Boyle-Gill	Phone:	1(604) 356-3458	Fax:	

brand.LIVE

185 - 1020 Mainland Street
Vancouver, BC V6B 2T5 Canada
office 604.733.7171 fax 604.733.7180
brandlivegroup.com

October 6th, 2014

To whom it may concern,

I am writing to recommend the services of GuardTeck Security.

I have been using GuardTeck Security to provide security for brand.LIVE in British Columbia for the past three years. Seth and his team have continually met or exceeded our expectations and provide outstanding service. We have created a true partnership due to their ability to continually perform in extremely demanding environments.

Based on their competence, success and high level of service, we make a decision to take our partnership to the next level over this past summer. Instead of using several security providers for our Squamish Valley Music festival (the largest and highest grossing Festival in Western Canada), we decided that GuardTeck Security deserved the opportunity to show their superior security capability to provide security for the entire festival.

This meant ensuring that 340 licensed and trained individuals were dispatched daily to oversee the entire festival grounds. Once again, not to our surprise, GuardTeck Security delivered unsurpassable service levels thereby validating our partnership once again.

I'm happy to recommend the services of GuardTeck Security. I never worry about security at any of our events with GuardTeck Security as I know, through proven service that they are up to any challenge that we put in front of them.

If you have any questions, please feel free to contact me at any time.

Thank you,



Paul Runnals
Executive Producer & Founding Partner
Brand.LIVE Management Group Inc.

| 1



Highstreet

October 2, 2014

To Whom It May Concern

We contracted Guardteck to provide security services at Highstreet Shopping Centre in 2012. During the competitive bidding process, we placed particular emphasis on recruitment and retention and training initiatives as well as the ability to dispatch additional guards on short notice, and staff up during seasonal events with qualified personnel.

Unique store grand openings, continuous community event programming and signature event development and execution add a critical layer to the overall success of the project. Consequently, we established a close working relationship with and rely on our partners and contractors to deliver a first class experience in every aspect.

To date, I have been most impressed with Seth and his team in understanding our needs, quickly adapting to change and do it all with a can do attitude.

As we are gearing up for yet another busy Christmas holiday season at Highstreet, which will draw thousands of spectators to the centre each day – taking in marching band parades, dance performances and tree light shows and more – we are glad to count on Guardteck as a reliable partner once again.

Sincerely,



Markus Griesser
General Manager

Highstreet
J170 - 3122 Mt Lehman Road
Abbotsford, British Columbia
Canada V2T 0C5

T 604.381.5974
F 604.681.2378
Highstreetlv.com



SHAPE
PROPERTY
MANAGEMENT



GuardTeck Security
Toll Free: 1-800-931-7107
Fax: (604) 855-7108
www.guardteck.com

Subcontractors

GuardTeck will not use subcontractors to staff required positions if awarded the Civic Theatres contract.

Work Plan

CITY OF VANCOUVER CIVIC THEATRES – SECURITY SERVICES TRANSITION-IN PLAN MATRIX (Page 1 of 2)				
Task	Start Date	Finish Date	Resources	Description
Contract Awarded – Date to be determined	March 1, 2016	Within 5 days of receipt of Contract		GuardTeck to Execute and deliver signed contract to City of Vancouver
Contract Period	March 1 2016	February 28, 2018		
President & Designated Contract Representative meet with City of Vancouver Contract Representatives	Immediately upon execution and delivery of contract to City of Vancouver	Ongoing & Updated throughout term of contract	GuardTeck President and Contract Rep meet with COV contract Rep(s)	Review contract terms and conditions.
Review of Buildings Security Policies and Procedures	March 8, 2016	Prior to start of contract	GuardTeck Contract Rep in consultation with Buildings contract Rep(s)	Required for development of Site Specific Post Orders
Identify any security concerns or challenges	March 8, 2016	Prior to start of contract	Review of Buildings security documents, services and equipment from outgoing Service Providers	Written notification will be made to client and/or email exchange(s) for record of resolution
Site Specific Post Orders given to GuardTeck Security to inform trainers of site specific methods	March 8, 2016	March 15, 2016	GuardTeck Contract Representative & Buildings Guest Service Team Leader	Site Specific Orders Draft for review and sign-off by Buildings Ops Manager
Training Plan completed, in class training dates confirmed and signed off by COV	March 8, 2016	March 28, 2016 - updated as and when required throughout contract	GuardTeck Contract Rep in consultation with Buildings contract Rep(s)	Training Manual Draft for review and sign-off by Buildings contract Representative
Secure security guard resources for contract	Pre-Award strategies implemented	March 16, 2016 and ongoing throughout term of contract	GuardTeck – Human Resources/Recruiting	GuardTeck already has a core team that works at COV properties. No resource recruiting would be necessary

CITY OF VANCOUVER CIVIC THEATRES – SECURITY SERVICES TRANSITION-IN PLAN MATRIX (Page 2 of 2)				
Task	Start Date	Finish Date	Resources	Description
Commencement Phase Start-Up of contract – Earlier start date available if needed	April 1, 2016	May 1, 2016	GuardTeck Contract Rep(s); Buildings Guest Service Team Leader Field Supervisor(s)	GuardTeck to liaise on a daily basis during 1-month start-up to ensure contract security and customer service is in compliance.
Quality Improvement Auditing and Supervisory Coaching of guards	April 1, 2016	May 1, 2016 and throughout term of contract services conducted at every event.	GuardTeck Contract Rep(s); Buildings Guest Service Team Leader Field Supervisor(s)	Auditing to include guard performance, reporting, and customer service delivery
First Week Evaluation	April 1, 2016	April 9, 2016	GuardTeck President and Contract Rep meet with Buildings contract Rep(s)	Meeting to provide parties feedback of contract services delivery to date in the event remedial corrective action is deemed necessary
Monthly Evaluation	April 1, 2016	May 1, 2016	GuardTeck President and Contract Rep meet with Buildings contract Rep(s)	Meeting to provide parties feedback of contract services. Resolve outstanding administrative or operational issues and discuss new business or security solution recommendations if any.

Sustainability

Environmental Sustainability –Green Initiatives

Now more than ever it is vital that all reasonable efforts are made to carry out our activities in environmentally sound and sustainable ways. GuardTeck strives to foster an educated, aware and engaged workforce acting as responsible stewards for the environment. GuardTeck follows the guiding principle of planning proactively to create, adapt and apply best environmental and risk minimization practices

System Upgrades

GuardTeck has made a significant investment in purchasing and creating several web based reporting and recording solutions in an effort to achieve paperless reporting. This is consistent with GuardTeck policies to reduce consumption and increase efficiency in resource and material use. Outlined are some of the recent achievements of our software systems and what they have achieved

- WinTeam software – Online access eliminates the need to manually print Payroll, Scheduling, Billing, employee files, training records, earning statements and paystubs.
- Shift Board - Real Time Online Scheduling

Mobile

A responsible and accountable approach in accordance with principles of sustainability is taken when making strategic decisions and implementing policies to our mobile fleet. Recent accomplishments include:

- GuardTeck currently uses 2010 or newer Honda Insights or Toyota Prius' which are both Hybrid vehicles reducing the amount of gasoline used significantly.
- Proactive fleet maintenance, driver training and management practices.
- Vehicle use operations to achieve fuel efficiencies and idling policies to promote emission reduction
- Additional fleet purchases made with the most efficient and appropriate size in mind.
- Laptop equipped vehicles allow alarm, patrol, and special occurrence reports to be emailed eliminating the need to leave paperwork on site

Bike Patrol

In our efforts to operate in ways that are greener than its contemporaries and counterparts GuardTeck introduced bike patrols to replace service that was traditionally completed by motorized vehicles when possible. While the benefit of reducing cost is evident, GuardTeck is authentic in its commitment, eco-friendly and sustainable choices.

Green Initiative Office Policies

In recognition of the importance of the quality of our sustainable environment, individual and collective actions are encouraged to protect and enhance our ecological environment. Below are some of the GuardTeck green initiative policies that are in place and being applied in our branch offices:

- When any shipments arrive, boxes are saved so we can use them again for shipments out and for additional storage.
- Paper recycling receptacle is available next to every printer, copier and fax machine
- Colour printing generally uses more ink and is not to be used unless it is for final client reports
- Printing is to be done in draft mode to conserve more ink
- All office memos are to be distributed via email and not to be printed
- Shred unwanted paper and reuse them as packing material in shipments
- Manuals, policies and other large documents are stored online through inner office virtual private networks for employees to access and vastly reduce the need to have them printed
- Reduced margin settings are on as a default so that your printer uses less paper
- Company computers are set to go to sleep when not in use. Creating short energy breaks can cut energy use by up to 70 percent.
- Screen savers are set to "none" or "blank screen" as employees are aware screen savers eat up lighting and processing energy

Think Globally, Act Locally



GUARDECK
SECURITY CO.

GuardTeck Security
Toll Free: 1-800-931-7107
Fax: (604) 855-7108
www.guardteck.com

Sustainability Initiative	Description	Details	Response
a. Packaging Reduction	The City aims to reduce the packaging associated with acquiring various products. More and more suppliers are adopting innovative programs to reduce packaging.	Tell us about your proposed measures to reduce product packaging such as recycle ability, percentage of recycled content, return/collections programs and/or re-use. Examples include providing products in reusable packaging such as plastic totes, reducing unnecessary packaging such as shrink wrap or offering packaging that is made from recycled material.	When any shipments arrive, boxes are saved so we can use them again for shipments out and for additional storage.
b. Greenhouse Gas/Carbon Reduction	The City aims to reduce its greenhouse gas/carbon emissions, where possible as part of its Climate Protection Program.	Tell us how the design and use of your product or service takes into account strategies to reduce its carbon footprint. Examples could include offering products with a limited amount of embedded carbon, having a strategy for limiting transportation-related to service provision and/or purchasing carbon credits to offset emissions	GuardTeck Security only uses Hybrid vehicles for all transportation, patrols and responses. These vehicles include the Honda Insight Hybrid and Toyota Prius Hybrid. This reduces our carbon footprint immensely.
c. Third Party Eco-labelling	The City aims to purchase, when possible, products that are eco-certified or eco-labelled by a recognized third party.	Describe and explain third party certification for the products to be supplied, which includes labelling requirements. State the type of testing performed and the standards applicable to support biodegradable products completely breaking down in the landfills.	Please see below GuardTeck Security's Procurement Plan that illustrates our reluctant efforts to always have our Environment at the forefront of all our decisions.
f. Socio-economic Sustainability	Socio-economic sustainability is important to the City. As such, The City aims to do business with suppliers who are striving to advance social and economic wellbeing in the community.	Tell us about your firm's efforts with regards to socio-economic sustainability. Examples include, but are not limited to, broadening educational and professional development opportunities, supporting minority/youth groups, and supporting low-threshold job programs for vulnerable people.	We actively recruit online using publicly accessible websites. We contribute to fundraising for post-secondary institution sports programs, including SFU and UFV, by providing them with employment opportunities to raise money to assist in funding their programs. We employ students as much as possible to assist them with obtaining part-time employment to assist in funding their educations.

c. Waste Reduction	The City aims to reduce waste where possible.	Tell us how your firm addresses waste minimization and diversion of waste from the landfill in the design of your product or service and its associated delivery, use and disposal. Examples include take-back programs you may have for your products at end-of-life or products that are made from recycled materials.	GuardTeck insists that every site that we are in partnership with use as many electronic measures as possible. This includes reporting software and patrol hardware and software. This reduces paper usage in a huge way. When paper, or any recyclable, needs to be used, when its time comes for disposal, GuardTeck ensures that each site has the proper recycling capabilities for such items.
d. Toxic Reduction	The City aims to reduce toxins and hazardous substances in the workplace where possible.	Tell us what steps your firm has taken to use 'design for environment' principles to reduce toxic and hazardous substances found in your products. Examples could include products that contain polyvinyl chlorides (PVCs) or volatile organic compounds (VOCs).	GuardTeck Security does NOT use any Hazardous substances or Toxins in its business model, EVER.

SUSTAINABLE PROCUREMENT TOOLKIT
<p>Introduction</p> <p>Sustainable procurement is the purchase of goods and services based, not only on economic factors, but on environmental and social factors as well. Sustainable procurement practices seek to reduce negative environmental impacts, promote fair labour practices, and consider occupational health and safety. In buildings, typical purchase areas targeted for improvement include paper, cleaning supplies and equipment, ongoing consumables, and food.</p> <p>Products or services purchased through a sustainable procurement process typically exhibit one or more of the following characteristics compared to their conventional versions:</p> <ul style="list-style-type: none"> • Require less energy, water or virgin raw materials to be manufactured • Have lower transportation needs due to shorter shipping distances and/or greater number of products shipped per load • Produce fewer greenhouse gas or toxic emissions • Generate less waste • Support local economies • Exhibit fair trade and labour practices • Maintain occupational health and safety
<p>Objectives</p> <p>This toolkit is intended to help you develop a sustainable procurement policy and begin to implement it in areas that you control at your property. This toolkit can help to improve the sustainability performance of your property in four ways:</p> <ol style="list-style-type: none"> 1. Implement a Sustainable Procurement Policy: The Sustainable Procurement Policy is provided. 2. Improve Understanding, Transparency and Disclosure: Implementing a sustainable procurement policy requires you to engage with your suppliers and service providers to learn more about the social and environmental impacts of the products and services used at your property. The sustainability criteria and resources included in this toolkit can help you in your conversations with suppliers and service providers, and can lead to mutually improved understanding, transparency and disclosure. 3. Establish Environmental Performance Requirements: The sustainability criteria listed in the "Tracking" sheet can help you to establish environmental performance requirements for common purchases, including: paper, cleaning supplies and equipment, lamps, ongoing consumables, furniture, and food. Addressing these LEED-related purchasing criteria can support credit achievement under LEED and BOMA BEST building rating systems. You may also wish to consider social issues in your procurement decisions as they relate to your supply chain (e.g., growing methods (fair trade, organic, etc.), labour practices and conditions, terms of trade, etc.). 4. Track and Report: This toolkit can be used to identify and track which common products purchased at your property meet relevant environmental sustainability criteria. Ultimately, this toolkit can be used to support operations and maintenance-related sustainability reporting at your property.
<p>Overview</p> <p>This toolkit provides five resources across the following five tabs:</p> <ol style="list-style-type: none"> 1. Sustainable Procurement Policy The Policy tab presents the Sustainable Procurement Policy. 2. Process The Process tab presents three steps to help you engage with your suppliers and service providers in order to implement your sustainable procurement policy. 3. Tracking The Tracking tab allows you to list the common products purchased for your property and identify which relevant environmental sustainability criteria they meet. 4. Resources The Resources tab provides you with links to related resources. 5. Glossary The Glossary tab describes the terminology and sustainability criteria used throughout this toolkit.

Declaration of Supplier Code of Conduct Compliance



GuardTeck Security
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Fax: (604) 855-7108
www.guardteck.com

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

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)

<http://vancouver.ca/policy_pdf/AF01401P1.pdf>. 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:

I, as an authorised signatory of GuardTeck Security (vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, GuardTeck Security (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

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 GuardTeck Security (vendor name)

Signature:

Name and Title:

Seth Fruson President

Deviations and Variations

Proposal is fully consistent with the Form of Agreement.

Attached is our signed amendment issued by the City of Vancouver.



FINANCIAL SERVICES GROUP
Supply Management

Date: January 20, 2016

REQUEST FOR PROPOSAL "RFP" No. PS20151790
SECURITY SERVICES - VANCOUVER CIVIC THEATRES

AMENDMENT No. 1

RE: CLOSING DATE EXTENSION

CURRENTLY READS:

Event	Time and Date
Deadline for Enquiries	3pm, January 20, 2016
Closing Time	3pm, January 26, 2016

REPLACE WITH:

Event	Time and Date
Deadline for Enquiries	3pm, January 26, 2016
Closing Time	3pm, February 10, 2016

All other conditions and specifications remain unchanged.

This amendment must be completed, and attached to your Proposal form.

GUARDECK SECURITY

NAME OF VENDOR

SIGNATURE OF AUTHORIZED SIGNATORY

FEB 10/2016
DATE

Contracting Specialist, Dino Goundouvas

City of Vancouver, Financial Services Group
Supply Management
451 West 12th Avenue
Vancouver, British Columbia V5Y 1V4 Canada
Tel: 604.873.7263 Fax: 604.873.7057
Website: vancouver.ca





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Conflicts; Collusions; Lobbying

Civic Theatres security manager Phil Iosef was an employee of GuardTeck Security from approximately February 2014 until he joined COV as a security manager for Civic Theatres.

Otherwise GuardTeck Security has no conflicts, collusions and or lobbying pertaining to this RFP.

Insurance

CSIO CERTIFICATE OF INSURANCE					DATE (YYMMDD) 16/02/09	
BROKER B & W INSURANCE - ABBOTSFORD Ste. 4 2054 Whatcom Road Abbotsford, BC V3G 2K8			This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.			
BROKER'S CLIENT ID: ZERO082			COMPANIES AFFORDING COVERAGE			
INSURED'S FULL NAME AND MAILING ADDRESS 0894614 BC LTD. O/A GUARDTECK SECURITY LIVE 204-33586 S. FRASER WAY ABBOTSFORD, BC V2S 2B5			COMPANY A Certain Underwriters at Lloyds			
			COMPANY B Under Contract ESR2015001			
			COMPANY C as arranged by Elliotts Special			
			COMPANY D Risks Ltd			
COVERAGES						
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.						
LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YYMMDD)	POLICY EXPIRATION DATE (YYMMDD)	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)	
COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$ 10000000
<input checked="" type="checkbox"/> CLAIMS MADE OR <input type="checkbox"/> OCCURRENCE					GENERAL AGGREGATE	\$
<input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS	A	149616	15/02/28	16/02/28	PRODUCTS - COMP/OP AGG	\$ 10000000
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY	A				PERSONAL INJURY	\$ 10000000
<input checked="" type="checkbox"/> CROSS LIABILITY					TENANTS LEGAL LIABILITY	\$
<input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY					MED EXP (Any one person)	\$
<input checked="" type="checkbox"/> NON-OWNED	A	149616	15/02/28	16/02/28	NON-OWNED AUTO	\$ 10000000
<input type="checkbox"/> HIRED					OPTIONAL POLLUTION LIABILITY EXTENSION	\$
<input type="checkbox"/> POLLUTION LIABILITY EXTENSION					(Per Occurrence)	\$
					(Aggregate)	\$
AUTOMOBILE LIABILITY					BODILY INJURY	\$
<input type="checkbox"/> DESCRIBED AUTOMOBILES					PROPERTY DAMAGE COMBINED	\$
<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person)	\$
<input type="checkbox"/> LEASED AUTOMOBILES					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
* ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS REQUIRE THE ADDITIONAL REQUIRED TO PRIVATE VEHICLE						
EXCESS LIABILITY					EACH OCCURRENCE	\$
<input type="checkbox"/> UMBRELLA FORM					AGGREGATE	\$
<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
(Specify)						
OTHER LIABILITY (SPECIFY)						
ADDITIONAL INSURED			DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS Request for Proposals No. PS20151790 Event Security Services - Vancouver Civic Theatres			
CERTIFICATE HOLDER THE CITY OF VANCOUVER 453 W 12TH AVENUE VANCOUVER, BC V5Y 1V4			CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. PRINT NAME INCLUDING POSITION HELD ALEX SCHUBERT ACCOUNT EXECUTIVE			
SIGNATURE OF AUTHORIZED REPRESENTATIVE <i>Alex Schubert</i> For B&W Insurance			FAX NUMBER 604-853-0037		EMAIL ADDRESS aschubert@bwinsurance.com	
			COMPANY B&W INSURANCE AGENCIES		DATE 16/02/09	
CSIO CERT (200008)						
OP ID: MS			CSR: ST			

WCB Clearance Form



Assessment Department
Mailing Address
PO Box 5350
Station Terminal
Vancouver BC V6B 5L5

Location
6951 Westminster Highway
Richmond BC
V7C 1C6
www.worksafebc.com

Clearance Section
Telephone 604 244 6380
Toll Free within Canada
1 888 922 2768
Fax 604 244 6390

0894914 BC Ltd
4664 Lougheed hwy
BURNABY, BC V5C 5T5

February 04, 2016

Person/Business : 0894914 B.C. LTD.
GUARDTECK SECURITY LIVE
858494 AQ(017)

This letter provides clearance information for the purposes of Section 51 of the *Workers Compensation Act*.

We confirm that the above-referenced firm is active, in good standing, and has met WorkSafeBC's criteria for advance clearance. Accordingly, if the addressee on this letter is the prime contractor, the addressee will not be held liable for the amount of any assessment payable for work undertaken by the above-referenced firm to **April 01, 2016**.

This firm has had continuous coverage with us since December 01, 2010.

Employer Service Centre
Assessment Department

Clearance Reference # : C128764938
CLRAAA

For more information about Section 51 and clearance letters visit WorkSafeBC.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.
To alter this document constitutes fraud.

- 1 -

Response to Assessment of Vendor Sustainability Leadership Questionnaire

Purpose: This document is designed to identify where suppliers are going above the minimum standards in the Supplier Code of Conduct and are demonstrating sustainability leadership in their own operations as part of the evaluation criteria of a bid process.

As part of the City's corporate Purchasing Policy and related Supplier Code of Conduct, all City vendors must meet minimum requirements related to ethical, social and environmental standards. Beyond these basic requirements, the City would also like to reward vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that all suppliers bidding on a City contract answer the following questions. The answers to the questionnaire will be evaluated as part of the bid evaluation process.

You will need to be able to verify all your answers to the City upon request. Please keep in mind that these questions relate to your company's internal operations and overall sustainability leadership.

Section 1: Workplace Health & Safety, Wage Rates and Diversity

1. Tell us how your company works to promote workplace health and safety.

a) We have a documented Health & Safety Policy and Program that is openly endorsed by senior management and is updated on an annual basis	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a Health & Safety Manual that includes safe work procedures, incident investigation process with the intent of prevention, workplace inspection process and emergency preparedness and response.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
c) We conduct hazard assessments and job task-specific health & safety training on an annual basis.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
d) We are registered with one or more of these Safety Management System/Program:		
OHSAS 18001	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
CAN/CSA Z1000	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
ANSI Z10	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
e) We have a system registered, certified or recognized by another standard	Please specify: WCB Registered Designed	
f) We adhere to one or more of the ILO health and safety resolutions	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
g) We have a non-registered audited health and safety management system	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2. Tell us how you ensure fair wages and employee benefits.		
a) We pay all of our staff a minimum wage that meets the regional LICO (See http://www.statcan.gc.ca/pub/75f0002m/2009002/tbl/tbl-2-eng.htm for wage amounts)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
b) We pay benefits to all of our full-time employees	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3. Tell us about your strategy to address diversity in your workplace.		
a) We have a policy or strategy to support hiring a diverse workforce	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a policy or strategy to purchase from diverse contractors/suppliers	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

December 8, 2015

Page 4-1

REQUEST FOR PROPOSALS NO. PS20151790
EVENT SECURITY SERVICES - VANCOUVER CIVIC THEATRES
ANNEX 4 - ASSESSMENT OF VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

c) Our company participates in work/employment training programs for vulnerable/diverse populations (e.g. Social purchasing portal) ☐ Yes ☒ No

Section 2: Environmental Management & Stewardship

4. Tell us what policies and programs your company has in place to manage its environmental impact.

a) We have a documented Environmental or Sustainability Policy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have an environmental management system registered to ISO 14001	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
c) We have a system registered, certified or recognized by another standard (e.g. EMAS) Please specify	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
d) We have a non-registered audited environmental management system	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
e) We conduct compliance audits to health, safety and environmental legislation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
f) We produce a publicly available annual environmental, CSR, sustainability or accountability report	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

5. Tell us how your company works to reduce its greenhouse gas (GHG) emissions.

a) We measure our GHG emissions and have developed a reduction strategy	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
b) We publicly report our GHG emissions	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
c) We have set publicly available GHG reduction targets	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
d) We have set a target for the use of renewable or alternative forms of energy and have developed a strategy to reach this target	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
e) We have retrofitted our facility, our fleet and/or made process improvements to decrease GHG emissions and energy use	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
f) We have an alternative transportation program for employees (e.g. public transit subsidy, cycling facilities, carpooling program)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
g) We purchase from shipping/delivery companies that have taken steps to reduce their GHG emissions	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
h) We operate in third party verified green buildings and have developed a plan to meet third party verified standards (such as LEED, BREEAM, etc) in as many of our facilities as possible Please specify the verification system:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

6. Tell us how your company works to reduce waste in its daily operations.

a) We conduct annual audits to measure the total amount of solid waste generated by our facilities and have a waste reduction strategy	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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REQUEST FOR PROPOSALS NO. PS20151790
EVENT SECURITY SERVICES - VANCOUVER CIVIC THEATRES
ANNEX 4 - ASSESSMENT OF VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

b) We have set publicly available waste reduction targets	<input type="radio"/> Yes	<input checked="" type="checkbox"/> No
c) We have an office recycling program that includes office paper, beverage containers, batteries and printer cartridges	<input checked="" type="checkbox"/> Yes	<input type="radio"/> No
d) We have other recycling programs in our operations Please specify additional materials recycled:	<input type="radio"/> Yes	<input checked="" type="checkbox"/> No

7. Tell us how your company works to reduce the use of toxins and properly manage hazardous substances

a) We are not in violation with any local, national or international laws related to the use of toxins and management of hazardous substances	<input type="radio"/> Yes	<input checked="" type="checkbox"/> No
b) We have a Toxic Reduction Strategy/Policy that aims to reduce toxins across all operations	<input type="radio"/> Yes	<input checked="" type="checkbox"/> No
c) We measure the implementation of our Toxic Reduction Strategy/Policy against a pre-determined set of performance metrics and verify performance with a third-party	<input type="radio"/> Yes	<input checked="" type="checkbox"/> No

Section 3: Back-up Documentation to Verify Responses

The City reserves the right to verify responses on this questionnaire and may request some or all of the following documentation.

Section	Question	Back-up Documentation
Section 1: Workplace Health & Safety, Wage Rates and Diversity	Question 1	<ul style="list-style-type: none"> * A copy of policies * Proof of safety management system certification
	Question 2	<ul style="list-style-type: none"> * Documentation of employee benefit packages and a list of those who receive benefits
	Question 3	<ul style="list-style-type: none"> * A copy of policies
Section 2: Environmental Management & Stewardship	Question 4	<ul style="list-style-type: none"> * A copy of policies * Proof of environmental management system certification * A copy of public report
	Question 5	<ul style="list-style-type: none"> * A copy of public report * A copy of reduction targets and related results * A copy of LEED, BREEAM, etc. certification
	Question 6	<ul style="list-style-type: none"> * Total tonnes of solid waste generated * A copy of reduction targets
	Question 7	<ul style="list-style-type: none"> * A copy of policy or strategy * A copy of reduction targets and related results * A copy of third party audit/verification



GuardTeck Security
Toll Free: 1-800-931-7107
Fax: (604) 855-7108
www.guardteck.com

City of Vancouver Business License

GuardTeck has a valid City of Vancouver business license.

ASSIGNMENT AND AMENDING AGREEMENT
OPERATOR AND MANAGEMENT SERVICES
FOR THE QUEEN ELIZABETH THEATRE COMPLEX PARKING FACILITY

Agreement #PS20121255

THIS AGREEMENT (this "Assignment and Amending Agreement") is made as of the 1st day of January, 2019 (the "Effective Date"),

AMONG:

METRO PARKING LTD., 300-601 West Cordova Street,
Vancouver, British Columbia, V6B 1G1

("Metro")

AND:

ADVANCED PARKING SYSTEMS LTD., 300-601 West
Cordova Street, Vancouver, British Columbia, V6B 1G1

("Advanced")

AND:

CITY OF VANCOUVER, 453 West 12th Avenue, Vancouver,
British Columbia, V5Y 1V4

(the "City")

(each, a "Party" and, collectively, the "Parties")

WHEREAS

- A. Metro and the City are parties to an operating agreement for operator and management services for the Parkade at the Queen Elizabeth Theatre Complex Parking Facility (the "Services") dated January 1, 2014, as amended by an amending agreement dated October 14, 2014 and an amending agreement dated December 5, 2017 (collectively, the "Agreement"), pursuant to which Metro performs the Services for the City;
- B. Metro wishes to assign its rights, title, obligations, and interest in and to the Agreement to Advanced and Advanced wishes to assume Metro's rights, title, obligations, and interest in and to the Agreement;
- C. The City is willing to consent to the assignment and the assumption of the Agreement to and by Advanced subject to the terms and conditions of this Agreement; and
- D. The City and Advanced also wish to amend the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which each of the Parties acknowledges, the Parties agree as follows:

1. ASSIGNMENT AND ASSUMPTION

- (a) Effective as of the Effective Date, Metro assigns, transfers, sets over, and conveys to Advanced all of Metro's right, title, obligations, and interest in and to the Agreement.
- (b) Effective as of the Effective Date, Advanced accepts Metro's assignment and covenants and agrees with Metro and the City to assume and perform all of Metro's covenants, conditions, obligations, and liabilities under the Agreement to the same extent and with the same force and effect as though Advanced had been a party to the Agreement in the place and stead of Metro.
- (c) The City consents to the assignment and accepts Advanced as a party to the Agreement and covenants and agrees that, as of the Effective Date, Advanced may hold and enforce all of the benefits, rights, and privileges of Metro under the Agreement.
- (d) In consideration for the City's consent, Metro and Advanced acknowledge and agree that Metro and Advanced will after the Effective Date be jointly and severally liable for all of Advanced's covenants, conditions, obligations, and liabilities under the Agreement and that the City's consent in no way releases, relieves, or discharges Metro of its duties, obligations, or liabilities arising from the Agreement.

2. AMENDMENT

- (a) Section 1.1(p) of the Agreement is deleted and replaced with the following:

"Term" means the period commencing on the Effective Date and ending at 11:59PM on June 30, 2019."
- (b) Section 2.2 of the Agreement is deleted and replaced with the following:

"The City may extend the Term for an additional period of six months to 11:59PM on December 31, 2019 by providing written notice to the Operator by June 15, 2019 and the terms and conditions of this Agreement will continue to apply in the same manner and to the same extent."
- (c) The following is added as Section 14.2(c) to the Agreement:

"The City may terminate this Agreement upon ninety (90) days' written notice to the Operator and, upon such termination, this Agreement will have no further force or effect, except with respect to the indemnities and releases contained in Article 13, which will survive termination of this Agreement, and except as provided in Section 14.3."
- (d) Section 16.1(b) of the Agreement is deleted and replaced with the following:

To the Operator:

Advanced Parking Systems Ltd.

300-601 W. Cordova Street, Vancouver, British Columbia V6B 1G1

Attention: General Manager

- (e) Schedule G to the Agreement is deleted and replaced with the Schedule G that is attached as Appendix 1 to this Assignment and Amending Agreement.

3. **FURTHER PROVISIONS OF THIS ASSIGNMENT AND AMENDING AGREEMENT**

Unless otherwise defined in this Assignment and Amending Agreement, capitalized terms used herein will have the meanings ascribed thereto in the Agreement.

4. **RATIFICATION OF TERMS**

The Parties hereby ratify the terms and conditions of the Agreement, except as varied in this Assignment and Amending Agreement, and agree that except as amended by this Assignment and Amending Agreement, the Agreement will continue in full force and effect.

5. **COUNTERPARTS**

This Assignment and Amending Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Assignment and Amending Agreement by signing any counterpart.

6. **ELECTRONIC EXECUTION**

Delivery of an executed signature page to this Assignment and Amending Agreement by any Party by electronic transmission will be as effective as delivery of a manually executed copy of this Assignment and Amending Agreement by such Party.

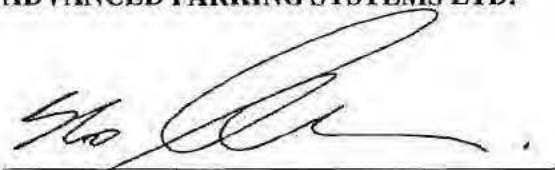
IN WITNESS WHEREOF this Assignment and Amending Agreement has been executed as of the Effective Date by and on behalf of the Parties by their duly authorized signatories:

METRO PARKING LTD.

Signature

S. COLLINS, GM.

Name and Title

ADVANCED PARKING SYSTEMS LTD.

Signature

S. COLLINS, GM.

Name and Title

CITY OF VANCOUVER

Signature

SUSAN JING SU, CATEGORY MANAGER
SUPPLY CHAIN MANAGEMENT

Name and Title

APPENDIX 1 SCHEDULE G

1. Effective January 1, 2019, the items will be as follows,

a) Management Fee (remain the same)

Description		Monthly Fee
1	Management Fee	\$ 750.00
2	Administration/Audit	\$ 150.00
3	Labor	As required

b) Incentive Structure

Period	Incentive Fee over Net Revenue Threshold	Net Revenue Threshold for six months period
January to June, 2019	15%	\$375,000

If the six-month extension is exercised, the incentive structure will be

July to December, 2019	15%	\$375,000
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*The incentives will be calculated at the end of the six month term.

c) Additional Services Pricing

Description		UOM	Price
1	Labor rate **	Hour	\$ 20.91
2	Pay station Ticket Paper	Roll	\$ 85.00
3	Pay station Rental Fees	Month	\$ 2,000.00
4	Pay Station IRIS Connection	Month	\$ 400.00
5	Insurance	Month	\$ 252.00
6	Audit & Administration	Month	\$ 150.00
7	Signage	As needed	Per agreed cost
8	Repairs & Maintenance	As needed	Per agreed cost
9	Power Sweeping	As needed	Per agreed cost
10	Pressure Washing / Power Scrubbing	Annually	Per agreed cost
11	Credit Card Processing Costs	Gross Revenue	4%
12	Coin Processing Costs	Gross Revenue	2%

** In 2019, the living wage for labor rate is \$20.91 per hour. Beyond that, the living wage adjustment will follow the annual rate as published by the Living Wage First Family Campaign every year.



OPERATING AGREEMENT

OPERATOR AND MANAGEMENT SERVICES FOR THE QUEEN ELIZABETH THEATRE COMPLEX PARKING FACILITY Agreement No. PS20121255

THIS AGREEMENT made as of the 1st day of January, 2014 (the "**Effective Date**"),

BETWEEN:

CITY OF VANCOUVER, a municipal corporation continued pursuant to the Vancouver Charter and having an office at 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4 as owner of the Parkade (as herein defined)

(the "**Owner**")

AND:

METRO PARKING LTD., a corporation existing under the *Business Corporation Act* (British Columbia) with its registered office located at Suite 300, 601 West Cordova Street, Vancouver, British Columbia, Canada, V6B 1G1

(the "**Operator**")

(the Owner and the Operator being hereinafter sometimes referred to individually as "**Party**" and collectively as "**Parties**")

BACKGROUND:

- A. The Operator is a company experienced in the operation of parking facilities; and
- B. The Owner and the Operator have agreed that the Operator will manage and operate the Parkade for the Owner on the terms and conditions set out in this Agreement.

AGREEMENT:

FOR GOOD AND VALUABLE CONSIDERATION AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT, THE OWNER AND THE OPERATOR AGREE AS FOLLOWS:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement:

- (a) **"Agreement"** means this Operating Agreement inclusive of all schedules, appendices or exhibits attached hereto, as amended from time to time;
- (b) **"Daily Revenue Summary Report"** means a summary of revenue that meets the requirements set out in Schedule D;
- (c) **"Honour Notice"** means a notice, as approved by the Owner acting reasonably, for a Parking Fee, issued by the Operator to a person parking a motor vehicle in the Parkade in violation of the parking rules approved by the Owner;
- (d) **"GST"** means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended or replaced from time to time;
- (e) **"Gross Revenue"** means all revenue, whether hourly, daily, monthly or based on another time period or not based on a time period, collected by the Operator or the Owner in connection with the operation of the Parkade, including all Parking Fees and the value of all discounted, validated and free parking granted by the Owner, and other income approved by the Owner;
- (f) **"Laws"** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials, which affect or are otherwise applicable to the services, the Operator, the Parkade or any other lands affected by the services;
- (g) **"Management Fee"** means the fee payable to the Operator as a fee for all services performed hereunder (without prejudice to the bonus program described in Schedule H) in accordance with Article 6, which fee shall be determined and calculated in accordance with Schedule G;
- (h) **"Monthly Revenue Report"** means a report that meets the requirements set out in Schedule D and includes a statement, duly certified by a Certified General Accountant, a Chartered Accountant or another person with a professional designation acceptable to the Owner, showing the revenue collected by the Operator in the operation of the Parkade for the reporting period;
- (i) **"Net Revenue"** means Gross Revenue less Parking Rights Tax, GST and any other applicable tax;
- (j) **"Parkade"** means the parkade within the City's Queen Elizabeth Theatre complex, which is located at 630 Hamilton Street in the City of Vancouver, and includes the



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public parking stalls or spaces, ramps and circulation lanes, vehicular entrances and exits, pedestrian access routes to and from adjacent streets, and other improvements located at the Queen Elizabeth Theatre complex, which are used in the management or operation of such parking stalls or spaces, provided that the Owner may from time to time designate or re-designate the particular boundaries or limits of the Parkade for purposes of this Agreement, including by excluding particular parking stalls or spaces from the Parkade for purposes of this Agreement;

- (k) **"Parking Fee"** means a fee payable by a person parking a motor vehicle in the Parkade, which fee must be as prescribed in Schedule B, as amended by the Owner from time to time;
- (l) **"Parking Rights Tax"** means the tax payable and imposed pursuant to Part 7.1 of the South Coast British Columbia Transportation Authority Act (British Columbia), as amended or replaced from time to time;
- (m) **"RFP" or "Request for Proposal"** means the RFP issued by the Owner through its agent, the City of Vancouver, as RFP No. PS20121255;
- (n) **"RFP Proposal"** means the proposal submitted by the Operator in response to the RFP;
- (o) **"Sign"** means a sign required for the proper and efficient operation of the Parkade which meets the requirements set out by the Owner; and
- (p) **"Term"** means the period commencing on the Effective Date and ending on the first anniversary of the Effective Date.

1.2 Interpretation

The following provisions will apply to this Agreement:

- (a) Section numbers and headings are for convenience of reference and are not to affect the meaning of the provisions;
- (b) use of the singular or masculine includes the plural, feminine or body corporate and vice versa;
- (c) waiver of a default by the Operator under, or failure or delay by the Owner in exercising a right or remedy under, this Agreement shall not imply that the Owner has waived any other default or that the Owner has waived its right to exercise such right or remedy;
- (d) no amendment to this Agreement is to have any force or effect unless the Owner and the Operator have signed it; and
- (e) nothing in this Agreement will operate or be interpreted to create a partnership, joint venture or similar relationship, and the only relationship created between the Owner and the Operator by this Agreement is that of independent contractor; provided, however, that the Operator shall act as an agent of the Owner for the purpose of receiving money or collecting Gross Revenue hereunder, including taxes payable.

1.3 Schedules

This Agreement contains the following schedules, which schedules form an integral part of this Agreement:




- (a) Schedule A - Parking Fee Collection Process;
- (b) Schedule B - Parking Fees;
- (c) Schedule C - Hours of Operation and Access Barriers;
- (d) Schedule D - Requirements for Monthly Revenue Report and Daily Revenue Summary Report;
- (e) Schedule E - Standards for Personnel, Etc.;
- (f) Schedule E-1 - Operating Procedures for Emergency Response;
- (g) Schedule F - Standards for Consumer Services/Dispute Resolution;
- (h) Schedule F-1 - Customer Dispute Resolution Process;
- (i) Schedule G - Management Fee and Additional Services Pricing;
- (j) Schedule H - Bonus Program;
- (k) Schedule I - Key Performance Indicators; and
- (l) Schedule J - Audit Procedures

ARTICLE 2 TERM OF AGREEMENT

2.1 Term

The Operator will operate the Parkade for the parking of motor vehicles in accordance with the terms and conditions of this Agreement for the Term, subject to early termination in accordance with the terms of this Agreement.

2.2 Renewal

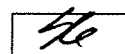
The Parties may agree in writing to extend the Term for up to a maximum of four (4) additional 12-month periods (beyond the initial Term) and the terms and conditions of this Agreement will continue to apply in the same manner and to the same extent to any such extension.

ARTICLE 3 MANAGEMENT AND OPERATION OF THE PARKADE

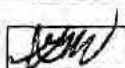
3.1 Operation of Parkade Generally

The Operator will manage and operate the Parkade only for the parking of motor vehicles, and in a neat, clean, proper and efficient manner, to the reasonable satisfaction of the Owner and, in particular, the Operator will:

- (a) operate the Parkade and make the Parkade accessible and available for use by the public during the hours and on the days set out in Schedule C, as amended by the Owner from time to time, and at no other time;
- (b) accept cash payments at the gate and cheques for pro-rated monthly fees for special programs only, such as passes and other planned events;

- (c) open and close those parts of the Parkade which have locked access barriers at the times set out in Schedule C, as amended by the Owner from time to time;
- (d) train and supervise all employees of the Operator engaged in the operation of the Parkade and, in particular, ensure that the standards for employees set out in Schedule E are maintained at all times;
- (e) provide customer services to the public using the Parkade, including an adequate customer dispute resolution process, which are at least to the standard set out in Schedule F unless otherwise agreed to by the Owner, provided that such services do not extend to providing security services;
- (f) provide the services of a person or persons as dedicated parking attendants as stated in Schedule C;
- (g) manage the sale and distribution of parking passes, as approved by the Owner from time to time;
- (h) adhere to all Laws including the Personal Information Protection Act (British Columbia) applicable to the operation of the Parkade and the Operator's performance of this Agreement;
- (i) use its best efforts and experience to provide advice to the Owner in order to maximize the revenues generated by the Parkade, and diligently operate the Parkade in an economical and professional manner, including by providing parking analysis reports and studies, as may be requested by the Owner from time to time for the successful operation and audit of the Parkade;
- (j) provide a local office within the City of Vancouver in which to conduct on-site parking business, and deal with customer service issues;
- (k) ensure that users of the Parkade comply with all rules, regulations, and restrictions;
- (l) employ all persons necessary to collect Parking Fees, provide customer service and enforce parking regulations, including employee and other permit parking;
- (m) provide cellular phone communications equipment to allow the Owner access to the Operator's supervisory or management personnel 24 hours a day, seven days a week;
- (n) restrict the conduct of any business in or at the Parkade that would constitute a nuisance;
- (o) plan effectively for the varying volumes of demand and successfully manage the supply of parking space during operating hours;
- (p) effectively direct inbound and outbound traffic to the Parkade during peak and non-peak times;
- (q) provide reporting and meet with the Owner's staff to review and discuss the operations, including, but not limited to, staff and event planning;
- (r) provide recommendations to the Owner on how to remain competitive in the parking market place, including pricing strategies;




- (s) ensure the Parkade is safe to be used by parking patrons, and assist patrons whenever they require assistance;
- (t) do all other things required by, and comply in all respects with, all of the requirements of the various schedules to this Agreement;
- (u) provide all reasonably necessary ancillary services, as and when directed by the Owner; and
- (v) provide other services as the Owner and Operator may, from time to time, mutually agree.

3.2 Parking Fees and Other Gross Revenue

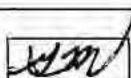
The Operator will charge and collect a Parking Fee, including all applicable sales taxes, from all persons parking their motor vehicles in the Parkade, except as set out in Section 3.2(c). The Operator will:

- (a) conform to the Parking Fee collection process set out in Schedule A;
- (b) ensure that all tickets provided as evidence of payment of a Parking Fee indicate the Parkade name, the Owner's name, the Owner's logo, the Owner's GST registration number, the date, and, if applicable, the time of purchase, the amount paid, and the expiry time, and further indicate that the Operator is authorized by the Owner to manage the Parkade (provided that the Owner shall compensate the Operator for the reasonably costs of satisfying the obligations in this Section 3.2(b));
- (c) obtain the prior written approval of the Owner for any advertisement placed on any ticket provided as evidence of payment of a Parking Fee, which approval may be subject to an agreement between the Owner and the Operator with respect to the sharing of revenue from any such advertisement;
- (d) provide to the Owner, without charge, parking passes for the Owner and its staff, volunteers and others, as approved by the Owner, parking in the Parkade, as required by the Owner from time to time; and
- (e) at the end of each day of operation, count and verify all Parking Fees and other Gross Revenue, the amounts thereof comprising the Parking Rights Tax, GST and any other applicable sales tax collected that day, prepare a Daily Revenue Summary Report, attaching copies of the tickets issued, and deliver to the Owner in accordance with the procedure described in Schedule A, or in accordance with any other written instructions of the Owner, all Parking Fees and other Gross Revenue, including all taxes collected.

ARTICLE 4 CONTRACT MANAGERS

4.1 Owner's Manager

- (a) Todd Ayotte (the "Owner's Manager") has full authority to act on behalf of the Owner in relation to all matters arising under this Agreement.
- (b) Any instruction from the Owner to the Operator pursuant to this Agreement shall be issued through an executive officer of the Owner or through the Owner's Manager and




shall only be effective if in writing or confirmed in writing within seven days of oral instruction. Failure to comply with this Section 4.1 shall render any purported Owner's instruction invalid. However, this restriction does not apply to any instruction issued in an emergency situation or which relates to a threat or potential threat to the life, health or safety of any individual.

- (c) Notwithstanding the foregoing, the Owner's Manager may, in writing, delegate his or her authority hereunder to others, upon the written agreement of the Operator.

4.2 Operator's Manager

- (a) Shawn Collins (the "Operator's Manager") has full authority to act on behalf of the Operator in relation to all matters arising under this Agreement, and any instruction given by the Owner (through an executive officer or the Owner's Manager) to the Operator's Manager shall be deemed to be valid and effective, if given as stated in Section 4.1(b).
- (b) The Operator's Manager may, in writing, delegate his or her authority hereunder to others, upon the written agreement of the Owner.
- (c) The Operator's Manager must be fully knowledgeable of service schedules and service requirements as set out in this Agreement, and be fully accessible at all times.

4.3 Designation of New Managers

The Owner may designate a new Owner's Manager, or remove that designation from any individual, and the Operator may designate a new Operator's Manager, or remove that designation from any individual, from time to time, each at its own discretion, through written notice to the other Party.

ARTICLE 5 ACCOUNTING AND REPORTING

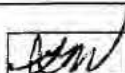
5.1 Daily Revenue Summary Report and Monthly Revenue Report

The Operator will deliver to the Owner reports on the Parking Fees and other Gross Revenue collected by the Operator, as follows:

- (a) Daily Revenue Summary Report on a daily basis and as set out in Schedule D;
- (b) Monthly Revenue Report as set out in Schedule D on a monthly basis, and upon the expiry or termination of this Agreement and as directed by the Owner;
- (c) such other reports for such other periods as the Owner and the Operator agree on from time to time.

5.2 Failure to Remit a Daily Revenue Summary Report or Monthly Revenue Report

If, by reason of any mechanical breakdown, illness, Act of God or other similar circumstance beyond the reasonable control of the Operator and not avoidable by the exercise of reasonable effort and foresight by the Operator (excluding financing, labour and market conditions and expressly excluding those matters described under the heading "Labour Relations" in Schedule E), the Operator is prevented or delayed in completing or performing any of its responsibilities or obligations under Section 5.1 within the time required thereby, the time




within which the responsibilities or obligations were to have been completed or performed will be extended by the Owner by a reasonable period of time, and the Operator will not be deemed to be in default if it completes or performs the responsibilities or obligations within such extended period of time.

5.3 Accounting Procedures and Controls

The Operator will maintain a high standard of internal accounting procedures and controls over all revenues collected by the Operator in the operation of the Parkade and will ensure that all revenues collected with respect to the Parkade are clearly and accurately accounted for and dispersed in accordance with the terms of this Agreement, and will carry out audits and other verification processes as detailed in Schedule J and promptly report the results of all such audits and other processes to the Owner.

5.4 Other Audit Requirements

- (a) The Operator will retain possession of all documents pertaining to the Parkade for not less than three (3) years; and
- (b) The Owner reserves the right to, itself or through a third-party auditor, audit, review or check the books, records and accounts for, and the premises, practices and operations of, the Parkade at any reasonable time, and the Operator will make available to the Owner, at any reasonable time, all documents pertaining to the operation of the Parkade and all cooperation and assistance necessary to carry out such audits, reviews and checks, and if, in any case, any audit, review or check carried out by or on behalf of the Owner reveals a discrepancy, reporting failure, fraud, error or similar problem amounting to more than 5% of the reported Gross Revenue for any relevant month, the Operator shall, without limiting the other rights of the Owner at law or hereunder, reimburse the Owner for 50% of the cost of the relevant audit, review or check.

5.5 As part of evaluating the effectiveness of the Operator's services and activities as set out in this Agreement, the Operator agrees to help the Owner complete and implement a set of key performance indicators (KPI), as set out in Schedule I, and to generally cooperate with the Owner in terms of any other performance evaluation tools or methodologies the Owner wishes to use or implement. Unless the Owner determines otherwise, the Operator will meet with the Owner at least on a quarterly basis to discuss the foregoing.

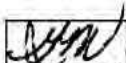
5.6 To support the calculations required by Schedule H, the Owner shall, at least quarterly, report to the Operator the Gross Revenue (if any) collected by the Owner.

ARTICLE 6 MANAGEMENT FEE

6.1 Management Fee

Except as otherwise provided in this Agreement, the Owner will pay the Management Fee, any amount due to the Operator under Schedule H, and other fees expressly payable hereunder, and any sales tax on any of the foregoing, to the Operator as consideration for the duties and services to be undertaken and performed by the Operator in accordance with this Agreement.

6.2 Notwithstanding any other provisions of this Agreement, the Operator shall not be entitled to payment for any services that have not been performed in compliance with the provisions of this Agreement.




6.3 Content of invoices

Each of the Operator's invoices shall set out, as a minimum (and in such form or format as required by the Owner):

- (a) an itemized list of the amounts owing;
- (b) the time period to which the invoice relates;
- (c) a description of the portion of the services to which the invoice relates;
- (d) the total amounts payable under the invoice;
- (e) all supporting documentation relating to disbursements as may be applicable;
- (f) invoice date and number;
- (g) the Owner's purchase order number;
- (h) name of the Owner's Manager;
- (i) Sales taxes registration numbers; and
- (j) such other information as the City may require from time to time

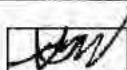
6.4 Invoicing procedure

The Operator shall provide to the Owner's Manager a draft of each invoice before it is submitted to the Owner. The Owner's Manager shall review it, raise any concerns with the Operator within 10 business days (which for clarity refer to any day other than a Saturday, Sunday or "holiday" as defined in the *Interpretation Act (British Columbia)*) and, after such concerns have been dealt with to the Owner's Manager's satisfaction, approve the draft invoice for submission to the Owner. The Owner shall not be liable for any interest on any invoice amount during the period of discussion of any invoice or in respect of any other period, provided, however, that the Owner shall use reasonable efforts to have the settlement of any draft invoice completed within a 60-day period. The Owner shall submit each of its final invoices, consistent with the relevant approved draft invoice, to the Owner, attention: Accounts Payable, P.O. Box 7757, 349 West Georgia Street, Vancouver, BC, V6B 0L5 or by email to APCentral@vancouver.ca. The Owner shall thereafter pay the invoice within 30 days, provided the other requirements of this Agreement have been satisfied and subject to the other provisions hereof.

ARTICLE 7 PARKING VIOLATIONS

7.1 Enforcement of Posted Parking Fees

The Operator will patrol the Parkade on a regular basis or as directed by the Owner to ensure compliance with the posted Parking Fees and will issue Honour Notices and effect and supervise the lawful removal of violating vehicles only in accordance with this Article 7.




7.2 Honour Notices

The Operator will issue an Honour Notice for and collect, by lawful means, the appropriate Parking Fee for each person parking in the Parkade without having paid the appropriate Parking Fee, provided that:

- (a) an Honour Notice will be issued only after granting a 15 minute grace period after:
 - (i) a vehicle arrives in the Parkade; or
 - (ii) the end of the Parkade's operating hours as set out in Schedule C;
- (b) the issuance of Honour Notices by the Operator must not be perceived by the public to be aggressive;
- (c) both the Operator and the Owner may cancel any Honour Notice issued by the Operator for any reason whatsoever; and
- (d) the Operator will provide to the Owner its proposed schedule for sending unpaid Parking Fees for collection and will amend such schedule as requested by the Owner from time to time.

7.3 Honour Notice Fees

At the end of each day of operation, the Operator shall count and verify the Honour Notice-related Parking Fees collected, include such details thereof in the Daily Revenue Summary Report and remit such Parking Fees to the Owner together with other Parking Fees.

7.4 Towing for Parking Violations

The Operator may, at its cost, retain a towing company for the towing of vehicles for parking violations, which towing company will be entitled to charge and collect, by lawful means, a fee for the towing of a vehicle, provided that the Operator obtains the prior written approval of the Owner with respect to:

- (a) the person or company engaged to tow a vehicle;
- (b) any fee charged for the towing of a vehicle; and
- (c) the parking violations for which a vehicle may be towed.

ARTICLE 8 EQUIPMENT, MAINTENANCE AND SUPPLIES

8.1 Stationary and Ticket Stock Supplies

If requested in writing by the Owner, the Operator will supply all stationary and ticket stock supplies required for the operation of the Parkade as set out in Schedule G and at the prices set out therein.

8.2 Removal/Installation of Trade Fixtures and Equipment

- (a) During the Term, the Operator may remove its trade fixtures and equipment from the Parkade in the usual or normal course of its business, provided such trade fixtures and equipment have become excess for the Operator's purposes or the Operator is

substituting new and similar or superior trade fixtures and equipment, and provided that in each case:

- (i) such removal and installation is done at the Operator's sole expense;
 - (ii) the Operator is not in default under this Agreement; and
 - (iii) the Operator obtains the prior written approval of the Owner.
- (b) If all or part of the Queen Elizabeth Theatre complex parkade is no longer covered by this Agreement, and at the expiration of the Term, the Operator will, at its own cost and expense, remove such of its improvements, fixtures and trade equipment as the Owner requires to be removed.
- (c) The Operator will, in the case of every such installation or removal either during or at the expiration of the Term, effect the same at times designated by the Owner and promptly make good any damage caused to the Owner's property by such installation or removal.
- (d) The trade fixtures and equipment installed by the Operator pursuant to this Agreement will remain the property of the Operator and the Operator will have the right to remove such trade fixtures and equipment on the expiration of the Term or the earlier termination of this Agreement, provided that if the Operator fails to remove such trade fixtures and equipment as required by the Owner in accordance with Section 8.2(b) within the time frame required by the Owner, then the Owner may remove the same and all right, title and interest in and to the trade fixtures and equipment removed by the Owner will vest in the Owner, free and clear of all liens, charges and encumbrances, and the Owner may sell the same to cover the cost of such removal.

8.3 Sweeping, Pressure Washing and Degreasing

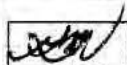

Should the Owner request in writing the Operator to perform any of the following services described in this Section 8.3, the Operator shall perform such services and the provisions set out in this Agreement and the fees set out in Schedule G shall apply to such services:

- (a) Performing general maintenance and cleaning, consisting of litter pick up throughout the Parkade including exit stairwells, dusting of all railings, ledges, lighting and bollards, and sweeping of leaves, ensuring that the Parkade is kept in a clean and presentable manner at all times during the hours of operation;
- (b) Power-sweeping of the Parkade;
- (c) Power-scrubbing of the Parkade; and
- (d) Pressure-washing or power-washing of the Parkade.

ARTICLE 9 SIGNS

9.1 Installation and Maintenance of Signs

The Operator will conduct a review to ensure the Parkade is sufficiently furnished with Signs clearly indicating all terms and conditions of parking privileges, including:

- (a) the applicable Parking Fees;
- (b) restricted parking times;
- (c) Parkade hours of operation, stating hours during which the Parkade is closed, if applicable; and
- (d) where any vehicles towed for parking violations are located and a contact telephone number for such location;

and shall report to the Owner in relation thereto when reasonably required, and, where Signs require repair or maintenance, or should the Owner require new Signs to be installed or fabricated, the Operator, at the request of the Owner, will provide the Owner a price quotation to perform such repair, maintenance, installation or fabrication of Signs for the Owner's review and, with the Owner's written approval, shall carry out the relevant work, provided that the Operator shall clean Signs as required as part of its services included within the Management Fee.

ARTICLE 10 AUTHORITY OF THE OPERATOR

10.1 Authority of Operator

The Operator must not commit or otherwise obligate the Owner in any manner whatsoever, except to the extent specifically provided in this Agreement, or specifically authorized in writing by the Owner and in particular, without limiting the generality of the foregoing, the Operator must not take any action, expend any sum, make any decision, give any consent, approval or authorization or incur any obligation with respect to any of the following matters except with the prior written approval of the Owner:

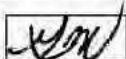
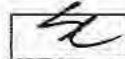
- (a) allowing any lien or encumbrance to charge title to the Parkade or any of the Owner's other real property;
- (b) executing any lease or any other arrangement involving the rental, use or occupancy of all or part of the Parkade; and
- (c) making any alteration to the structure, plan or partitioning of all or part of the Parkade or installing or altering any plumbing, piping, wiring or heating apparatus or improvements comprising part of the Parkade.

ARTICLE 11 RESPONSIBILITIES OF OWNERS

11.1 Owner' Responsibilities

The Owner will be responsible for and will pay for the following:

- (a) real property taxes, rates, assessments or charges, if any, levied, rated, charged or assessed against the Parkade;
- (b) structural repairs to the Parkade, including without limitation, repairs and maintenance to foundations, walls, floors, parking surfaces, sub floors, roofs, columns, beams, elevators, and stairwells in the Parkade, as well as the resurfacing of the Parkade, repair of potholes, and all necessary curb, concrete and asphalt repairs;

- (c) any line painting in the Parkade;
- (d) janitorial services within the parkade, excluding those specifically assigned to the Operator;
- (e) all electrical, plumbing, telecommunications, air conditioning, ventilation, mechanical, and heating systems in the Parkade;
- (f) all Parkade safety equipment including hand rails, fire alarms call boxes, fire extinguishers, fire hose units, closed circuit cameras and intercom systems;
- (g) provide and maintain structural insurance on the Parkade; and
- (h) any improvements or developments required by any governmental authority to the Parkade.

11.2 Owner to Remit Taxes

For certainty, the Owner shall remit to the appropriate taxing authorities all GST and Parking Rights Tax on Parking Fees collected by the Operator on the Owner's behalf and hereby releases and agrees to indemnify the Operator in respect of any claims, actions, liabilities, penalties, costs and expenses suffered by the Operator arising out of the Owner's failure to do so or the Owner's assumption of this responsibility. This indemnity shall survive the expiration or earlier termination of this Agreement.

ARTICLE 12 INSURANCE AND SECURITY

12.1 No Acts Increasing Insurance

The Operator will not suffer or permit any act or omission in the Parkade which will increase the rate of insurance on any structure of which the Parkade forms a part or cause the cancellation of any policy of insurance of any nature whatsoever.

12.2 Insurance

(a) *General*

- (i) Without limiting any of its obligations or liabilities under this Agreement, the Operator, including all its subcontractors and agents who are acting on behalf of the Operator while performing any work related to the Parkade, will obtain and continuously carry during the Term, and for a period of not less than two years thereafter, at the Operator's expense and cost, the insurance coverages, with minimum limits of not less than those shown in the respective items, set out below.
- (ii) All insurance policies will be in a form and in amounts satisfactory from time to time and with insurers acceptable to the Owner's Director of Risk Management and will require that the Owner be given sixty (60) days' prior written notice of any material change resulting in reduction of coverage or cancellation, which notice to the Owner will be by registered mail, identifying the name of the Operator and any other relevant identifier.




- (iii) The Operator and each of its subcontractors and agents will provide at its own cost any additional insurance which they are required by Law to provide or which they consider necessary.
- (iv) Neither the providing of insurance by the Operator in accordance with these requirements nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Operator from any other provision of this Agreement with respect to liability of the Operator or otherwise.
- (v) Insurance coverage will be primary insurance as respects the Owner and any insurance or self-insurance maintained by or on behalf of the Owner, its officers, officials, employees or agents will be in excess of this insurance and will not contribute with it.

(b) ***Evidence of Insurance***

- (i) Prior to the commencement of the Term, the Operator will provide to the Owner evidence of all required insurance in the form of a detailed General Certificate of Insurance (in the Owner's standard form), which General Certificate of Insurance will not contain any disclaimer whatsoever; and at any time during the Term when requested by the Owner, the Operator will provide to the Owner similar evidence of renewals, extensions or replacements of the policies;
- (ii) The Operator will provide in its agreements with its subcontractors clauses in the same form as those found in this Section 12.2 and on request, the Operator will deposit with the Owner's Director of Risk Management a detailed General Certificate of Insurance for the policies it has obtained from and a copy of the insurance clauses so provided in the agreements with its subcontractors;

(c) ***Commercial General Liability Insurance***

- (i) The Operator will maintain insurance in sufficient amounts and description to protect the Operator, and their respective employees, servants and agents against personal injury, including death, sustained by any person and damage to or destruction of property, including loss of use thereof, arising out of the operations or requirements performed in connection with this Agreement.
- (ii) The limit of the comprehensive general liability insurance will be not less than five million dollars (\$5,000,000) per occurrence, for personal injury, death, bodily injury or property damage, and in the aggregate with respect to products and completed operations.
- (iii) The comprehensive general liability policy will remain in full force and effect at all times during the Term; will be on an occurrence basis form; will name the Owner, and its officers, officials, employees and agents as additional insureds but only with respect to liability arising from the operations of the named insured; and will include all extensions of coverage customarily included in such a policy, including without limitation the following coverages:
 - (A) Blanket Contractual Liability,
 - (B) Cross Liability or Severability of Interest Clause,

- (C) Contingent Employer's Liability,
 - (D) Employee Dishonesty, and
 - (E) Non-owned Automobile Liability.
- (d) **Motor Vehicle Insurance**
- (i) Where the Operator is required to or proceeds to use a licensed motor vehicle owned or leased by the Operator to perform the services hereunder, the Operator will maintain motor vehicle liability insurance for owned and leased licensed vehicles with limits of five million dollars (\$5,000,000) for accidental injury to or death of one or more persons or damage to or destruction of property as a result of any one accident and, where the policy has been issued pursuant to a government operated automobile insurance system, the Operator will provide the Owner's Director of Risk Management with confirmation of the automobile insurance coverage for all automobiles registered in the name of the Operator or any third party provider used in connection with this Agreement.
 - (ii) The Operator will maintain a Garage Automobile Policy covering legal liability for damage to vehicles in the care, custody and control of the Operator in an amount not less than five million dollars (\$5,000,000).

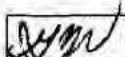
ARTICLE 13 INDEMNIFICATION AND RELEASE

13.1 Indemnity

- (a) The Operator will indemnify and save harmless the Owner and its employees and agents from all claims, demands, losses, damages, and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever suffered by any person as a result of or arising out of any negligent act or willful misconduct of the Operator, or its employees, agents or subcontractors in the performance or attempted performance of the Operator's obligations under this Agreement or the Operator's use or operation of the Parkade. This indemnity will survive termination of this Agreement.
- (b) The City will indemnify and save harmless the Operator and its employees and agents from all claims, demands, losses, damages, and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever suffered by any person as a result of or arising out of any negligent act or willful misconduct of the Owner, or its employees, agents or sub-contractors in the performance or attempted performance of the Owner's obligations under this Agreement or the Owner's use of the Parkade. This indemnity will survive termination of this Agreement.

13.2 Release

The Operator hereby releases the Owner and its elected and appointed officials, officers, employees and agents and agrees to fully indemnify and save harmless the Owner and its respective elected and appointed officials, officers, employees and agents from and against all claims, including without limitation and by way of example only, Workers' Compensation Board claims and assessments, demands, losses, damages and expenses in connection with loss of life,




personal injury, damage to property or any other loss or injury whatsoever suffered or endured by the Operator or its employees, agents or sub-contractors or any other person, in each case arising out of any negligent act or willful misconduct in the performance of services by the Operator under this Agreement. This release will survive termination of this Agreement.

13.3 Warranty

The Operator now warrants and represents to the Owner that all representations, statements, and other information provided by the Operator in the RFP Proposal constitute true, full, and accurate disclosure of all information material to the RFP and that the Owner may rely on the same in entering into this Agreement and that if at any time it is determined by the Owner that the Operator is in breach of this Section 13.3, the Owner reserves the right to treat such breach as a fundamental breach of this Agreement.

ARTICLE 14 DEFAULT

14.1 Events of Default

If:

- (a) the Operator is in default in the payment of any money required to be paid by the Operator under the terms of this Agreement and such default continues for seven days following any specific due date on which the Operator is to make such payment or, in the absence of such specific due date, for seven days following the receipt of written notice from the Owner requiring the Operator to pay the same; or
- (b) the Operator is in default in the performance or observance of any of the provisions of this Agreement other than those requiring payment of money to the Owner and such default continues for a period of seven days after receipt of written notice thereof from the Owner, or for a default which, to be cured with all due diligence, would reasonably require a longer period of time, then after such longer period; or
- (c) the Operator fails to provide, operate, install, repair, maintain, or secure equipment in the manner required in this Agreement; or
- (d) the Operator fails to pay its debts as they become due or becomes insolvent or commits an act of bankruptcy or takes the benefit of any statute now or hereafter in force for bankrupt or insolvent debtors or files any proposal or makes any assignment for the benefit of creditors; or
- (e) a receiver or a receiver manager is appointed for all or a portion of the Operator's assets; or
- (f) any steps are taken or any action or proceedings are instituted by the Operator or by any other party including without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding-up or liquidating of the Operator or its assets; or
- (g) this Agreement or any of the Operator's assets are taken under any writ of execution; or
- (h) the Operator commits any other fundamental breach of this Agreement,




then the Owner, in addition to any other rights or remedies it has pursuant to this Agreement or at law, has, to the extent permitted by law, the immediate right to terminate this Agreement with or without notice or resort to legal process and without the Owner being considered guilty of trespass or becoming liable for any damage which may be occasioned thereby.

14.2 Termination

- (a) In the event that the Owner terminates this Agreement pursuant to Section 14.1, then this Agreement will have no further force or effect, except with respect to the indemnities and releases contained in Article 13, which will survive termination of this Agreement, and except as provided in Section 14.3, and except that the Operator will be entitled without limitation to any other remedies at law or in equity, in contract or in tort, or on any other basis, to recover any unpaid portion of the Management Fee payable pursuant to this Agreement.
- (b) The Operator may terminate this Agreement upon ninety (90) days' prior written notice to the City, and upon such termination, this Agreement will have no further force or effect, except with respect to the indemnities and releases contained in Article 13, which will survive termination of this Agreement, and except as provided in Section 14.3, and except that the Owner will be entitled without limitation to any remedies at law or in equity, in contract or in tort, or on any other basis, to recover any unpaid monies owed to the Owner pursuant to this Agreement.

14.3 Remedies

If legal action is brought for enforcement of any rights of the Owner or obligations of the Operator and a breach by the Operator is established, the Operator will pay to the Owner all expenses incurred by the Owner in such legal action, including full legal fees and all audit and other experts' fees and disbursements.

ARTICLE 15 ARBITRATION

15.1 Arbitration

If the Owner and the Operator do not agree as to any of the matters which, if no agreement is reached upon them, are by the provisions hereof to be determined by arbitration, any such disagreement will be determined by arbitration pursuant to the provisions of the *Commercial Arbitration Act* (British Columbia) and the following will apply:

- (a) the reference to arbitration will be to three arbitrators, one of whom will be chosen by the Owner, one by the Operator and the third by the two so chosen and the third arbitrator so chosen will be the chairman;
- (b) notwithstanding the foregoing, if the parties can agree on one arbitrator, within 10 days of a notice to arbitrate, one arbitrator may render the decision;
- (c) unless otherwise agreed to by the Owner and the Operator, the arbitrator(s) will commence hearings within 10 days of the appointment of the chairman (or single arbitrator, as the case may be) and will render a final decision, with reasons therefor, within 30 days immediately following the date upon which the last hearing is held; and

- (d) the Owner and the Operator will each bear their own costs and expenses of the arbitration including the costs and expenses of the arbitrator appointed by it and together with a proportionate part of the costs of the third arbitrator.

**ARTICLE 16
NOTICE**

16.1 Notice

Any notice, demand or request or payment required or permitted to be given or made hereunder may be given by delivering it personally or sending it by registered mail, addressed to the party to whom it is intended as follows:

- (a) to the Owner:

City of Vancouver
Vancouver Civic Theatres
649 Cambie Street
Vancouver, British Columbia V6B 2P1
Attention: Director of Civic Theatres

and to:

City of Vancouver
Law Department
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4
Attention: Director of Legal Services

- (b) to the Operator:

Metro Parking Ltd.
1078 West Pender Street
Vancouver, British Columbia V6E 2N7
Attention: General Manager

with a copy to:

General Council
300-601 West Cordova Street
Vancouver, British Columbia V6B 1G1

or such other addresses as the parties may from time to time advise by notice in writing. The date of receipt of any such notice, demand or request will be deemed to be the date of delivery of such notice, demand or request if served personally or if mailed as aforesaid on the third business day next following the date of such mailing.

**ARTICLE 17
GENERAL**

17.1 Assessments Payable by Operator

The Operator will be solely responsible for and will promptly remit Canada Pension Plan premiums, Workers Compensation Board assessments, Unemployment Insurance premiums and federal, provincial and municipal taxes, including all business, sales, machinery, equipment



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taxes, assessments, charges or rates, as well as any permit or license fees attributable to the equipment or business relating to the Operator and its employees, agents and contractors under this Agreement.

17.2 Sub-Contractors/No Assignment or Delegation

The Operator may not assign any of its rights under this Agreement (including by operation of law) or delegate any of the management functions with respect to the Parkade without the prior written approval of the Owner, which approval will be at the sole discretion of the Owner. Where the Owner has approved the use of any sub-contractors listed in the RFP Proposal, the Operator may only use those approved sub-contractors and may not replace the same without the prior written consent of the Owner, such consent not to be unreasonably withheld. The Operator will be solely responsible for ensuring that each sub-contractor complies fully with the terms of this Agreement. In no event will the use of a sub-contractor create any contractual rights or obligations between the Owner and such sub-contractor. The Owner may at any time and from time to time assign this Agreement, in whole or in part, upon notice to (and without the consent of) the Operator.

17.3 Consent to Disclose

The Operator consents to the disclosure by the Owner of this Agreement and all information provided to the Owner pursuant to this Agreement.

17.4 Continuing Effect

This Agreement enures to the benefit of and is binding upon the Owner and its successors and assigns in title to the Parkade, and the Operator, its successors and permitted assigns.

17.5 Time of the Essence

Time is of the essence of this Agreement.

17.6 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties in relation to the subject matter hereof other than as expressly set forth in this Agreement.

17.7 Governing Law and Jurisdiction

This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia. This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except as otherwise agreed by the Parties pursuant to Article 15 and to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to Article 15 or any judgment of any court in the Province of British Columbia.

17.8 Severance

If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this

Agreement shall not be affected or impaired thereby. If any term or condition of this Agreement is found to be illegal, invalid ineffective, inoperable or otherwise unenforceable, but would not be so if some part of it were deleted, the term or condition shall apply with such modifications as may be necessary to make it enforceable.

17.9 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

17.10 Electronic Execution

Delivery of an executed signature page to this Agreement by either Party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.

IN WITNESS WHEREOF and as evidence of their agreement to be bound by the above contract terms and conditions, the Owner and the Operator each have executed this Agreement as of the day and year first above written.

CITY OF VANCOUVER

by its authorized signatories:



Nick Kassam
Director, Supply Management
Financial Services Group - Supply Management



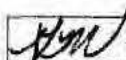
Paul Bruce
Manager, Contracts and Administration
Financial Services Group - Supply Management

METRO PARKING LTD.

by its authorized signatory:



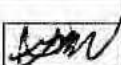
Shawn Collins
General Manager




**SCHEDULE A
PARKING FEE COLLECTION PROCESS**

Unless otherwise agreed to in writing by the Parties, the following is the Parking Fee (and other Gross Revenue) collection process to be followed by the Operator when undertaking the services:

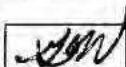
1. The Operator is to have a form of tracking for all revenues in the lot.
2. The Operator is to use franking on each parking ticket for entrance time and a secured cash holding environment.
3. The Operator is to ensure that it uses at all times best industry practices and methods to maintain revenue integrity, including but not limited to ticket display, daily space counts, surprise cash auditing, and daily auditing.
4. Parking Fees are to be collected by the Operator from the patrons using a three-part ticket.
5. Tickets are to be auto-stamped at point of entry.
6. The Operator will tally ticket sales and Parking Fees and other Gross Revenue collected at the end of each day of operation and summarize them on a control sheet for each shift.
7. The revenue collected and a copy of the control sheet are to be placed in a serialized tamper-proof deposit bag and into the Owner's safe.
8. The deposited serialized tamper-proof deposit bag will be retrieved by the Owner on the following business day (which for clarity refers to any day other than a Saturday, Sunday or "holiday" as defined in the Interpretation Act (British Columbia)), counted, verified against the control sheet and sent to the Owner's bank account.



**SCHEDULE B
PARKING FEES**

The following are the Parking Fees referred to in the Agreement. *All Parking Fees include the Parking Rights Tax and GST.*

Description	Fees
1. All-day parking (6:00 am to 6:00 pm)	\$10.50
2. Evening parking (6:00 pm to close) - evening performance at Queen Elizabeth Theatre or Vancouver Playhouse	\$10.00
3. Evening parking (4:00 pm to close) - event night at BC Place or Rogers Arena	\$15.00
4. Saturday parking	\$7.00
5. Matinee parking - events at Vancouver Playhouse	\$7.00
6. Hourly parking (6:00 am - 6:00 pm)	\$4.25
7. Monthly parking	\$179.25

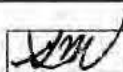



**SCHEDULE C
HOURS OF OPERATION AND ACCESS BARRIERS**

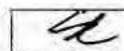
1. The Parkade hours of operation (Vancouver time) are:
 - (a) If there is no evening performance at Queen Elizabeth Theatre or the Vancouver Playhouse and there are no evening events at Rogers Arena or BC Place:
 - (i) Monday to Friday: 6:00 a.m. - 6:00 p.m.
 - (ii) Saturday: 7:00 a.m. - 6:00 p.m.
 - (b) If there is an evening performance at Queen Elizabeth Theatre or the Vancouver Playhouse or an evening event at Rogers Arena or BC Place:
 - (i) Monday to Friday: 6:00 a.m. - 12:00 a.m.
 - (ii) Saturday: 7:00 a.m. - 12:00 a.m.
 - (c) On Sundays:

On Sundays, opening hours will depend on the Queen Elizabeth Theatre and Vancouver Playhouse Event Schedule.
2. Queen Elizabeth Theatre and Vancouver Playhouse Event Schedule

The Owner will communicate to the Operator each month the performance and event schedule at the Queen Elizabeth Theatre and the Vancouver Playhouse for the following month. However, the schedule is subject to change on short notice; therefore, the Operator shall open, and supply the necessary personnel for the Parkade as and when required by the Owner, and on such short notice as is required by the Owner.
3. The Operator will staff the Parkade with at least one (1) attendant during the hours of operation described in Section 1.a above, and with two (2) attendants during events at the Queen Elizabeth Theatre or the Vancouver Playhouse (provided that the labour rate set forth in Schedule G shall apply to each usage of labour beyond the amount specified in Schedule G as being included in the Management Fee).
4. For purposes hereof, an "evening performance" or "evening event" is a performance or event, as the case may be, which concludes after 6:00 p.m. but before 12:00 a.m.
5. Access Barriers
 - (a) The Operator will ensure all pedestrian access to the Parkade, including the Parkade elevator leading to and from Hamilton Street, is secured and all points of entry locked at the end of the operating hours of the Parkade each day (the "Closing Time"), as set out in this Schedule C.
 - (b) Where vehicles are still parked in the Parkade at the Closing Time, the Operator is to provide a 15 minute grace period after Closing Time for patrons to access their vehicles and exit the Parkade.
 - (c) Should a patron fail to remove their vehicles prior to the end of the grace period provided after Closing Time, the Operator will proceed to issue an Honour Notice to the vehicle in question.



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**SCHEDULE D
REQUIREMENTS FOR MONTHLY REVENUE REPORT
AND DAILY REVENUE SUMMARY REPORT**

1. Monthly Revenue Report

Each Monthly Revenue Report must contain, at a minimum:

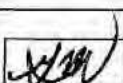
- (a) a summary statement of calculation of the remittances to the Owner for the reporting period;
- (b) details of Parking Fee revenues, including revenues from monthly, season and annual parking pass sales, by stall location, showing the individual pass holders' names, types of passes, and payments;
- (c) details of Honour Notices issued and Honour Notice-related Parking Fees collected;
- (d) details of any other revenues collected in relation to the Parkade;
- (e) details of Parking Rights Tax and GST collected;
- (f) Details of all U.S. currency collected during the day, including the amount of U.S. currency collected; and
- (g) details of any amounts charged by the Operator to the Owner (it being understood and agreed that any such charges must be first approved in writing by the Owner);

2. Daily Revenue Summary Report

A Daily Revenue Summary Report will be provided on each Parkade operating day at the end of the day's operations and it will consist of:

- (a) Tables providing details of the fees collected for the day; and
- (b) Details of all U.S. currency collected during the day, including the amount of U.S. currency collected,

The Daily Revenue Summary Report for a day may be the same document as the control sheet referred to in Schedule A, paragraph 6.



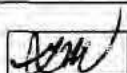

**SCHEDULE E
STANDARDS FOR PERSONNEL, ETC.**

1. Operator's Personnel

- (a) All of the Operator's personnel at the Parkade will:
 - (i) be well groomed, wear uniforms which clearly identify them as the Operator's personnel, and, when on bicycles, wear bicycle helmets;
 - (ii) have means of direct communication with the Operator's office;
 - (iii) be able to clearly communicate with patrons and the Owner's staff in English;
 - (iv) be fully trained, customer service-oriented, and willing and able to assist visitors in locating suitable parking;
 - (v) be fully trained on emergency preparedness; and
 - (vi) obey all traffic regulations and use a mode of transportation which is professional, appropriate and in good condition.
- (b) With respect to Section 1(a)(v) above, the Owner may request to meet with the Operator and review the Operator's emergency preparedness program and policies at any time, and if the Owner so deems necessary, may request the Operator to make changes to its emergency preparedness program and the Operator shall then effect such changes unless such changes would contravene any law.
- (c) The Operator's supervisor or manager will visit the Parkade daily to ensure that Signs are all in place and in good condition and to arrange to deal with any problems noted. The Operator will notify the Owner immediately whenever its supervisor or manager observes any deficiency in anything that is the responsibility of the Owner to maintain or repair.
- (d) All personnel utilized by the Operator must be employees of the Operator and subject to the Operator's sole and exclusive supervision, direction and control. The Operator will promptly remove from the Parkade any personnel, including supervisory or managerial personnel, which the Owner, acting reasonably, determines to be unfit or unsuitable for performance of the Operator's obligations under this Agreement.
- (e) The Operator and the Owner will meet at the Owner's request to draft and finalize a set of standard operating procedures for emergency responses and for quality assurance specific to operations at the Parkade having such scope as is required by the Owner. Once both Parties have mutually agreed on any emergency response or quality assurance procedures, the same will be added hereto in Schedule E-1, and the Operator will ensure thereafter that it complies with such procedure at all times, provided that if there is a conflict between any such procedure and another provision of the Agreement, such other provision of the Agreement shall be given effect.

2. Labour Relations

- (a) The Operator will maintain stable labour relations and avoid work stoppages and other labour disputes which may affect the performance of any work by the Operator under this Agreement.




- (b) The Operator will provide parking operating services in accordance with the terms of this Agreement throughout any labour disputes that may occur, including, without limitation, any strike or lockout of the Operator's or Owner's employees.
- (c) The Operator will be required to ensure uninterrupted service during any and all labour disputes.
- (d) Notwithstanding any other provision of the Agreement, the Operator acknowledges and agrees that the Owner, in the event of a protracted, unresolved Operator labour dispute, reserves the right to cancel this Agreement after giving 10 days' prior written notice of cancellation to the Operator, in which case this Agreement will be deemed to expire on the 10th day following the receipt of such notice by the Operator, and all provisions of this Agreement relating to expiry will then apply.

3. **Vehicles**

All Operator vehicles will be clearly identified with the Operator's name or logo.

4. **Signs**

- (a) All Signs will be:
 - (i) maintained to a high standard, with maintenance calls being responded to within a maximum of two hours, unless otherwise agreed to by the Owner;
 - (ii) cleaned on a regular schedule, a minimum of once every two weeks and more frequently if required, and the surrounding areas kept free of litter; and
 - (iii) kept free of graffiti and stickers, with any damage from vandalism being notified to the Owner and remedied by the Operator promptly.
- (b) If any Sign cannot be repaired on site, it will be removed for repair and replaced temporarily by a spare sign.

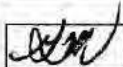
5. **Cleaning, General Maintenance and Repairs**

- (a) The Operator shall promptly notify the Owner of any lighting or other maintenance and repair deficiency at the Parkade which is the responsibility of the Owner and not the Operator.
- (b) The Operator shall maintain and keep clean all areas inside the attendant booths, which will include trash removal, and cleaning of windows, doors and floors.



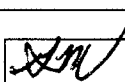

**SCHEDULE E-1
STANDARD OPERATING PROCEDURES FOR EMERGENCY RESPONSE**

(to be attached)




**SCHEDULE F
STANDARDS FOR CONSUMER SERVICES/DISPUTE RESOLUTION**

1. Operator will have an office location in the city of Vancouver, which is open to, and easily accessible by the general public, in person and by telephone, for sale of passes and other customer service issues. Opening hours will be, at a minimum, 8:00 a.m. - 5:30 p.m., Vancouver time, Monday to Friday (except holidays as defined in the *Interpretation Act* (British Columbia)).
2. The Operator will provide staffing on customer service telephone lines and dispatch, for a minimum of 8:00 a.m. to 5:30 p.m., Monday to Friday (except holidays as defined in the *Interpretation Act* (British Columbia)). Voice messaging and public service information will be provided for all other times.
3. Collection methods must not be perceived by the public to be overly aggressive, and the Owner may require the Operator to alter its methods if, in the Owner's sole judgement, the general public perceives the existing methods to be overly aggressive.
4. The Operator will follow a proper dispute resolution process, acceptable to, and agreed to in writing by, the Owner, which process shall initially be the process set forth in Schedule F-1.
5. The Operator's staff will be fully trained and be customer-service oriented.
6. The Operator will provide access to a client services manager to respond to the Owner with respect to Parkade operations issues directly and immediately between 7:00 a.m. and 6:00 p.m. Monday to Friday (except holidays as defined in the *Interpretation Act* (British Columbia)) and within two hours (i.e. on an on-call basis) at all other times.

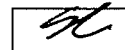


SCHEDULE F-1 CUSTOMER DISPUTE RESOLUTION PROCESS

1. The Operator will:
 - (a) be accessible by each on-duty Parkade attendant and the Owner 24 hours a day, seven days a week;
 - (b) maintain proper signage stating at least the Operator's telephone number and other contact details where it can be reached by the general public;
 - (c) ensure that all of its attendants on duty address questions or concerns raised by the patrons or members of the public in a timely manner;
 - (d) if a proper response or resolution cannot be provided by the Operator's attendant, ensure that such question or concern is immediately escalated to the Operator's attendant's supervisor and:
 - (i) inform the Owner of the escalated question or concern;
 - (ii) investigate further and provide a satisfactory resolution to the patron or person that raised the question or concern; or
 - (iii) if necessary, consult with the Owner if the Owner's input is required; and
 - (e) keep a log of all complaints raised by a patron or a member of the general public and include such reporting as part of the quarterly meetings with the Owner or as the Owner so requires.
2. If any issues are raised by a patron or member of the general public directly to the Owner:
 - (a) the Owner will forward to and discuss with the Operator such issue or concern;
 - (b) the Operator will formulate a resolution and provide a response directly to the person that raised the issue and inform the Owner when the issue has been completely resolved; and
 - (c) both the Owner and the Operator will log such issue and review the issues at quarterly meetings as set out in the Agreement or as required by the Owner.
3. Reporting for Customer Disputes
 - (a) Issues raised by patrons or members of the general public directly to the Operator or the Owner are to be logged and specifically will include, at a minimum:
 - (i) name and contact number of the person raising the complaint;
 - (ii) date of complaint;
 - (iii) recipient of the complaint (Operator or Owner);
 - (iv) details of the complaint;
 - (v) status of the complaint;

- (vi) details of the resolution or current actions taken; and
 - (vii) date issue is resolved.
- (b) The Operator and the Owner will meet on a quarterly basis or as otherwise requested by the Owner to review the customer dispute data for the reporting period, evaluate and analyze data for any trends that may be forming, and mutually determine whether or not specific actions are required.



**SCHEDULE G
MANAGEMENT FEE AND ADDITIONAL SERVICES PRICING**

The following are the Management Fees and additional services pricing referred to in the Agreement:

1. Management Fee

Description		Monthly Fee	Annual Fee (Monthly Fee x 12)
1.	Management	\$730.75	\$8,769.00
2.	Labour (325 hours per month)	\$5,525.00	\$66,300.00
3.	Administration/Audit	\$150.00	\$1,800.00
4.	Total Management Fee	\$6,405.75	\$76,869.00

2. Maximum annual fees for a second attendant

- (a) Whenever the Owner requires the services of a second attendant as set out in paragraph 3 of Schedule C or elsewhere in the Agreement or as otherwise directed by the Owner, the Operator shall provide the services of a second attendant at the hourly rate set out in Section 3 below.
- (b) The annual aggregate of the fees for a second attendant are not to exceed \$57,324 unless otherwise mutually agreed to in writing by the Owner and the Operator.

3. Additional services pricing

- (a) Subject to all the terms and conditions of the Agreement, the following is a list of pricing for additional services that may be requested from the Operator by the Owner:

Description		UOM	Rate
1.	Labour (second attendant, above 325 hours per month)	Hour	\$17.00
2.	Stationary and Ticket Stock Supplies	Month	\$596.00
3.	General Maintenance and Cleaning	Month	\$698.00
4.	Power-Sweeping	Each	\$429.00
5.	Power-Scrubbing	Each	\$1,450.00
6.	Pressure- or Power-Washing	Each	\$1,450.00

- (b) Stationary and ticket stock supplies consist of:
 - (i) general stationary supplies, including but not limited to pens, pencils, ink pads, stamps, staples, paper clips, stapler, calculator (as needed), paper, control sheets, key logs, sequential cash bags, and cash register ribbons; and
 - (ii) ticket stock, including all three-part tickets.

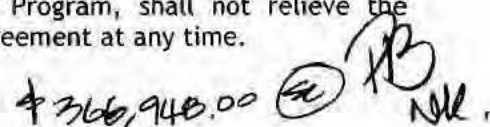


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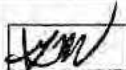

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SCHEDULE H BONUS PROGRAM

1. Without prejudice to Section 3.1(i) and Section 3.1(r) in the Agreement, the program described herein (the "**Bonus Program**") is an incentive program between the Operator and the Owner intended to maximize Net Revenue at the Parkade during the Term of the Agreement using the Operator's innovation and expertise in the operation and management of public parkades. The Bonus Program may be extended, modified, or terminated during or at the end of the Term of the Agreement as mutually agreed to in writing by the Parties.
2. Any extension, modification or termination of the Bonus Program, shall not relieve the Operator of any of its duties and obligations set out in the Agreement at any time.
3. The terms of the Bonus Program are as follows:

\$ 366,948.00 

 - (a) In order for any Bonus (as hereinafter defined) to be payable to the Operator, the Parkade must generate Net Revenue in excess of \$365,000.00 (the "**Annual Target Value**") during the year commencing on the Effective Date of the Agreement and ending at the end of the initial Term of the Agreement;
 - (b) Two weeks following the end of the initial Term of the Agreement or as otherwise agreed to by the Parties, the Operator and the Owner will meet to review and agree as to whether or not the Annual Target Value has been exceeded;
 - (c) Subject to Section 3.a above, and unless otherwise agreed to in writing by the Parties, the Operator will be entitled to a bonus (the "**Bonus**") equal to 50% of any Net Revenue earned in excess of the Annual Target Value;
 - (d) If the Parties mutually agree that the Operator is entitled to the Bonus, the Operator will submit an invoice as set out in this Agreement in the amount equal to the Bonus as agreed upon by the Parties;
 - (e) Should the Parties not agree that the Annual Target Value has been exceeded, the Operator will not be entitled to claim from the Owner the Bonus or any portion thereof, and, notwithstanding any provisions of this Agreement, the Operator furthermore releases the Owner, its officials, agents, and employees from all liability for any losses incurred in connection with the Bonus Program.



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SCHEDULE I KEY PERFORMANCE INDICATORS

1.0 Key Performance Indicators

- 1.1 To assist in the evaluation of the operations of the Parkade, including customer service levels, the Owner and the Operator will draft and finalize a set of key performance indicators ("KPI"), which will come into effect and form part of this Agreement once finalized, having such legal or operational effect as is mutually agreed to in writing by both Parties.
- 1.2 Unless otherwise agreed to by both Parties, the KPIs will measure the Parkade operations on a month-to-month and year-to-date basis for the duration of the Term of the Agreement.
- 1.3 The Operator will provide the Owner with industry benchmarks for the Owner to review and assess and to, with input from the Operator, use in the development of the KPIs and their respective targets.
- 1.4 The KPIs and their respective targets will focus on the areas of, without limitation and as mutually agreed to by the Parties:
 - (a) Revenues;
 - (b) Expenditures;
 - (c) Operating efficiency;
 - (d) Customer complaints;
 - (e) Customer resolution; and
 - (f) Bonus program.
- 1.5 The KPIs and their respective targets may be adjusted as deemed necessary by the Owner and the Operator. A change in a KPIs or its target value shall have no effect unless both Parties have mutually agreed to the change in writing.

2.0 Calculating KPIs

- 2.1 Prior to implementing the KPIs, the Operator will present to the Owner the formulas to be used for calculating the KPIs and the Owner will review and provide its approval or raise questions or, at its sole discretion, request changes to be made and the formulas used shall be those mutually agreed in writing between the Parties.
- 2.2 The Operator will be responsible for collecting and summarizing all the relevant data in order to calculate the KPIs.

3.0 KPI Report

- 3.1 The Operator will summarize the data and present it as part of its monthly reports or as otherwise requested by the Owner.

**SCHEDULE J
AUDIT PROCEDURES**

1. In this schedule, "**Tickets**" refer to all ticket stock provided by the Operator for use to evidence payment of Parking Fees by those parking motor vehicles in the Parkade. Each Ticket shall bear a unique number.
2. The following are the Operator's auditing and other verification processes referred to in the Agreement:
 - (a) Ticket audits by the Operator: a complete reconciliation is to be performed of all Tickets issued by the Operator against the Operator's control sheet as recorded and deposited by the Operator's attendant at the end of each shift.
 - (b) Surprise cash count: the Operator is to perform an unscheduled surprise reconciliation of the actual vehicles in the Parkade and match against the Tickets sold and cash recorded at the time. This cash count is to be performed once a week per attendant.
 - (c) Missing Ticket audit: the Operator shall perform a reconciliation of the Tickets issued and match against the tickets submitted to the Owner to verify 100% of the tickets are accounted for. This missing Ticket audit is to be completed once a month.
 - (d) Over and short audits: each [time], the Operator is to perform a reconciliation of the Tickets consumed to the Parking Fees collected. Discrepancies of \$20.00 or more are investigated.
 - (e) Monthly parking permit audit: the Operator shall perform a reconciliation of all passes sold each month to the passes that were issued in the same period. All records are to be submitted to the Owner at the end of each month as part of the Monthly Revenue Report.
 - (f) Quarterly float reconciliation: the Operator is to balance the money recorded as having been provided to the Operator's attendants against the actual amount to ensure all floats are intact.





**AMENDING AGREEMENT No. 2
OPERATOR AND MANAGEMENT SERVICES
FOR THE QUEEN ELIZABETH THEATRE COMPLEX PARKING FACILITY
Agreement #PS20121255**

THIS AGREEMENT is made as of December 5th, 2017

BETWEEN:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

(the "Owner")

AND:

METRO PARKING LTD
1078 West Pender Street
Vancouver, British Columbia
V6E 2N7

(the "Operator")

(The Owner and the Operator are hereinafter sometimes referred to individually as "**Party**" and collectively as "**Parties**")

BACKGROUND:

- A. Following the Owner's Request for Proposal PS20121255, the Owner and the Operator entered into an agreement (the "**Operating Agreement**") effective January 1st, 2014 regarding the land and premises located at:
630 Hamilton Street, Vancouver, BC
- B. The parties have agreed to amend the Operating Agreement in accordance with the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Owner would like to extend the term of the Operating Agreement for additional one (1) year period, which is to expire on December 31st, 2018. This is the 4th extension of the original Operating Agreement.
2. Effective January 1, 2018, the items will be updated as follows,

a) **Management Fee**

Description		Monthly Fee	Annual Fee (Monthly Fee x 12)
1	Management Fee	\$ 750.00	\$ 9,000.00
2	Administration/Audit	\$ 150.00	\$ 1,800.00
3	Labor (325 hours per month)	\$ 6,337.50	\$ 76,050.00
4	Total Management Fee	\$ 7,237.50	\$ 86,850.00

b) **Incentive Structure**

Year	Annual Management Fee	Incentive Fee over Net Revenue Threshold	Net Revenue Threshold
2018	\$9,000	15%	\$700,000

c) **Additional Services Pricing**

Description		UOM	Price
1	Labor (Living wage)	Hour	\$ 19.50
2	Pay station Ticket Paper	Roll	\$ 85.00
3	Pay station Rental Fees	Month	\$ 2,000.00
4	Enterprise Management Fees (EMS)	Month	\$ 400.00
5	Insurance	Month	\$ 252.00
6	Audit & Administration	Month	\$ 150.00
7	Signage	As needed	Per agreed cost
8	Repairs & Maintenance	As needed	Per agreed cost
9	Power Sweeping	Quarterly	\$ 429.00
10	Pressure Washing / Power Scrubbing	Semi Annually	\$ 1,450.00
11	Credit Card Processing Costs	Gross Revenue	4%
12	Coin Processing Costs	Gross Revenue	2%

3. The Operator has five (5) parking spots at the Orpheum (in the Capital Residences) that belong to the Owners which has a "reserve for VCT" sign. These spots shall only be used by the Owner's staff. The Operator will conduct the administration on those spots as monthly random employee parking (same as Queen Elizabeth Theatre).
4. Renewal Proposal from Metro Parking dated October 4th, 2017 is attached as Appendix 1 to this Amendment.

AMENDING AGREEMENT NO. 2
OPERATOR AND MANAGEMENT SERVICES FOR THE QUEEN ELIZABETH THEATRE COMPLEX PARKING FACILITY
OPERATING AGREEMENT NO. PS20121255

This Amending Agreement shall be read with and form a part of the Operating Agreement. Apart from the forgoing, all other terms and conditions of the Operating Agreement remain unchanged.

This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the parties and transmitted electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

As evidence of their agreement to be bound by the above contract terms, THE OWNER and THE OPERATOR each have executed this Agreement as of the day and year first above written.

CITY OF VANCOUVER



Signature

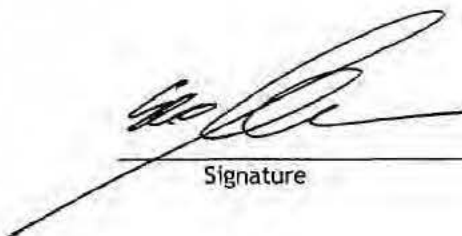
David Aarons
Category Manager
Supply Chain Management

Print Name and Title

05/12/2017

Date

METRO PARKING LTD.



Signature

S. COLLINS.
GENERAL MGR

Print Name and Title

05/12/17

Date

APPENDIX 1
PARKING MANAGEMENT PROPOSAL FOR QUEEN ELIZABETH THEATRE

4 PAGES

2017

Parking Management Proposal – Queen Elizabeth Theatre



Presented By:

Shawn Collins, General Manager

Aaron Prochnau, Client Services Manager

Metro Parking Ltd.

1078 West Pender St.

Vancouver, BC V6E 2N7

W: www.Metroparking.ca



Contract Renewal

It is our strong desire to renew our existing agreement with the Civic theatres for another five (5) year period. We have put together a proposal that breaks the business down annually for the next five (5) years to show how we envision getting to the targets. We are open to discussions for a shorter period should the Civic Theatre choose to move in that direction. We have included a three (3) year proposal for your consideration.

Metro Parking has been managing the parking operations at the QET since 1987. In that time, we have developed an intimate in-depth knowledge of the operations of the parkade and how it supports the overall theater operation and local community. We are the first and last impression that a guest has of the facility and their parking experience has to be right.

Our current team, led by Aaron Prochnau, has been managing the parking operations since 2012. Within the past five years, Aaron has increased the business 133%. We were stagnant for a number of years due to the demands placed on the parkade. With those demands removed, Aaron has taken the opportunity to think outside of the box to new ventures that could bring significant gains to the Theatre. His attention to detail and laser focus to maximize revenue opportunities at off peak periods as well as the relationships that he has established with key partners like the Vancouver Opera, Vancouver Recital Company, and Ballet BC, have been winning strategies in ensuring that the parking operations are running at top capacity.

While we are pleased with the growth that we have been able to generate, we are confident that there is additional room to grow. Our goal is always to get to the \$1.0M in gross revenue and have pulled together revenue strategies that we feel will get us there by 2021.

Fee Proposal

Our fee proposal for the renewal is simple. As we have agreed to year one from our last meeting with the threshold increase to \$700,000, we have the remaining term to agree to.

We are focused on the guest experience while ensuring that we have maximized every revenue opportunity. That is why the current structure has worked so well for both parties. We see no reason to change the structure, just to tweak the numbers so that the business continues to grow and we are both incentivised.

We are proposing the following fee structure for the five year renewal:

- Base management fee of \$750.00/month or \$9,000 annually
- Incentive fee of 15% over a threshold of net revenue as listed

Year	Annual Management Fee	Incentive Fee - over Net Revenue Threshold	Net Revenue Threshold
2018	\$9,000	15%	\$750,000
2019	\$9,000	15%	\$825,000
2020	\$9,000	15%	\$900,000
2021	\$9,000	15%	\$950,000
2022	\$9,000	15%	\$1,000,000

For a three year renewal period, we are proposing the following fee structure:

Year	Annual Management Fee	Incentive Fee - over Net Revenue Threshold	Net Revenue Threshold
2018	\$9,000	15%	\$700,000
2019	\$9,000	15%	\$800,000
2020	\$9,000	15%	\$850,000

These thresholds were developed using current parking statistics and proposed rate increases for each category on an annual basis (target of January each year). Should the proposed rate increases not be approved due to business demands and the revenue levels do not change, we are proposing that the threshold of the previous year remain in place until the rate increases are approved. Once those increases come into effect, the threshold would move to the next level. To ensure that the rates are reviewed and approved in a timely fashion, we are proposing that we have a set meeting in October of each year to review the increases and set the threshold for the upcoming year.

In our current agreement there are costs associate for additional services that we had negotiated. Those haven't changed and to keep consistent with our current expenses, we are proposing the following table of costs remain as they are:

Description of Monthly Expenses	UOM	Price
1. Labour	Hour	See Living Wage table
2. Paystation Ticket Paper	Roll	\$85.00
3. Paystation Rental Fees	Month	\$2,000.00
4. Enterprise Management Fees (EMS)	Month	\$400.00
5. Insurance	Month	\$252.20
6. Audit & Administration	Month	\$150.00
7. Signage	As needed	Per agreed cost
8. Repairs & Maintenance	As needed	Per agreed cost
9. Power Sweeping	Quarterly	Per agreed cost
10. Pressure Washing/Power Scrubbing	Semi Annually	Per agreed cost
11. Credit Card Processing Costs	Gross Revenue	4%
12. Coin Processing Costs	Gross Revenue	2%

Living Wage

At Metro Parking, we are proponents of the living wage program. We are aware that the City has adopted this program on May 1, 2017. Currently, we are at a \$17.49/hour rate. To achieve moving all of our Ambassador staff to the targeted living wage level, we are proposing that there be a phased in approach over our current wage level. By 2018, we are proposing that we move up 11.5% and then in 2019, we move up another 5.7% to the target wage level. We have included a phased in schedule here:

Year	Wage Cost	% Increase
Jan 1, 2018	19.50	11.5%
Jan 1, 2019	20.62	5.7%

We are also proposing to have a living wage increase factor included in the agreement at 2% per annum or as per the City mandate program, effective in January of each fiscal year.

Conclusion

We want to take this opportunity to acknowledge the support that we have had over the years in managing this parking operation. We are very thankful that there has always been a receptiveness to our ideas in revenue maximization as well as a vision in seeing this business continue to grow. We very much look forward to building on the success that we have had in the past four years and look forward to achieving the \$1.0M target.