

File No.: 04-1000-20-2019-337

June 11, 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 responding to your request of May 28, 2019 for:

A copy of the most recent contract between the City of Vancouver and Securiguard.

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

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 (#04-1000-20-2019-337); 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;

SECURITY SERVICES AGREEMENT

"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";

SECURITY SERVICES AGREEMENT

"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.

SECURITY SERVICES AGREEMENT

- 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.

SECURITY SERVICES AGREEMENT

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

SECURITY SERVICES AGREEMENT

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.

SECURITY SERVICES AGREEMENT

- 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 time 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.

SECURITY SERVICES AGREEMENT

- (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

SECURITY SERVICES AGREEMENT

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).

SECURITY SERVICES AGREEMENT

- 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.

SECURITY SERVICES AGREEMENT

- 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

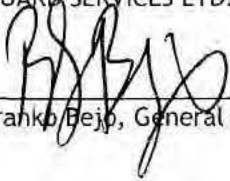
SECURITY SERVICES AGREEMENT

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.

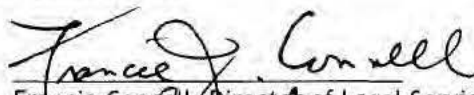
SECURIGUARD SERVICES LTD.

Per:


Branko Bejo, General Manager


CITY OF VANCOUVER

Per:


Francie Connell, Director of Legal Services

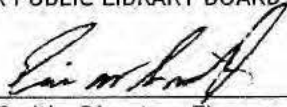


Bill Bonta, General Manager Real Estate and Facilities Management 


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 J. CONNELL
Director of Legal Services

CITY OF VANCOUVER

SCHEDULE "A"

PROPOSAL

5.0 - Description and Scope of Services

5.1 – Mandatory Requirements

The City has identified key mandatory requirements which require compliance by the Proponent and/or Sub-contractors in order to meet the service requirements of this RFP. The Proponent is therefore required to complete the information for the respective items listed within the following table. Noncompliance with these Mandatory Requirements may or may not result in the Proposal being set aside and given no further consideration.

SecuriGuard is in full compliance with the mandatory requirements listed in Table 2 – Mandatory Requirements below.

Table 2 – Mandatory Requirements

Requirement	Complies (Yes or No)
a) Licensed to provide uniformed guarding services	Yes
b) Licensed to provide mobile patrol services	Yes
c) Licensed to provide alarm response services	Yes
d) Licensed to provide investigative services	Yes
e) Licensed to provide locksmith services	Yes
f) Licensed to provide Security Consulting	Yes
g) Licensed to provide installation, repair and support services for CCTV, Alarms and Access Control	Yes

5.2 - Additional Service Requirements

In addition to the mandatory services outlined above, Proponents should also possess the capability to provide the following services which the City may require from time to time:

- Threat Risk Assessments
- Executive Protection

CPTED Designations:

Branko Bejo, BA, CPP – General Manager

Steve Hoffman, CPP – Operations Manager

Reuben Jacobs, CPP – Operations Manager

Eddy McVeigh, PSP – Operations Manager

Todd Corwin – Regional Manager, Vancouver Island

Brent Kerr – Business Development Manager

Threat and Risk Assessments:

Risk and Vulnerability Assessments have been conducted by Securiguard numerous sites, some of which are listed below:

- Vancouver Port Authority
- Vancouver Coastal Health
- Lady Minto Hospital (VIHA)
- Victoria General Hospital (VIHA)
- Gorge Road Hospital (VIHA& St. John Ambulance)
- SAP
- Douglas Lake Ranch
- Bentall 777
- Saanich Peninsula Hospital (VIHA)
- Royal Jubilee Hospital (VIHA)
- Glengarry Hospital (VIHA)
- Fraser Valley Automall

An example of our risk assessment capabilities, in 2006 Securiguard was tasked to provide a CPTED Assessment of the Gorge Road Hospital (GRH). GRH is a rehabilitation center for the physically challenged, as well as short term placement for extended care patients. The CPTED Assessment identified several issues related to crime and criminal behavior:

- Prostitution in the bushes along the Gorge waterway
- A known crack house on Irma Road, adjacent to the hospital
- Transient traffic through the site

One recommendation was to remove the low lying bushes along the hospital property and the waterway, which obscured the illicit activity. The bushes were cut back substantially, and this resulted in a 95% reduction in identified illicit activities.

Executive Protection:

Securiguard has considerable experience in providing executive protection services for individuals with specific and credible threats made against their person, including:

- Heads of State
- VIP's
- Celebrities
- Corporate Executives
- Professional Athletes

We have provided security and protective services at high profile conferences and events, some of which are listed below:

- World Economic Forum
- World Police and Fire Games
- 2010 Olympics, including Omega Press Conferences and Corporate Events
- Chest 2010 Medical Conference
- Goldcorp AGM
- Canada's Got Talent
- Canadian Chiefs of Police Conference

At times, our history in executive protection has also included the repatriation of prisoners and escorting of native jewelry and artifacts.

5.3 - General Requirements

5.3.1 - Personnel Specifications and Standards

The Proponent will be required to ensure that all staff providing uniformed security services on this contract meets the criteria outlined below. Proponents should indicate how they will meet, or exceed, these criteria.

(a) Training

Staff will have completed Basic Security Training (BST) and Advanced Security Training (AST) (as defined under the Security Services Act), received a Provincial Security Employee License and other training as required by the City prior to commencement of their assignment.

General Training: Security Industry, Securiguard Standard and Client-directed.

Securiguard invests in the long-term development of our employees to ensure employee growth and engagement and, as a result, optimal service to our clients. Our provincially licensed Advanced Training Centre (ATC), registered with the Justice Institute of British Columbia, provides ongoing training and support as a standard practice. Securiguard has proudly remained registered with the Private Post Secondary Educational Commission since 1996. From the main centre located centrally in Vancouver's Business District, Securiguard's ATC operations have grown to include branch locations in Victoria, Nanaimo, YVR, Kelowna and Edmonton, Alberta.

All training for Securiguard will be conducted by our Yaniv, our highly qualified in-house trainer, who possesses expertise in a wide array of areas, as listed below:

- Advanced Protective Services Procedures
- Anti-Terror Theory: Terrorist Incidents and Response, Hostage Situations, Evacuation, Crowd Control
- General Protective Services Planning and Training for Critical Infrastructure
- Predictive Profiling (Basic and Advanced)
- Executive, Dignitary and Diplomatic Protection

The following organizations have utilized Yaniv's training:

- Prime Minister and Presidential Security details for various European, Asian and African nations
- 2008 Beijing Olympic Protective Services
- Police Emergency Response Team (ERT) members from Japan, USA, Canada, and India
- Border and Transportation Security
- Oil Route Security
- Dignitary and Diplomatic Protection Officers from around the world
- National Banks
- National Universities
- Foreign Governments and Private Businesses
- Israeli Ministry of Defence

The ATC provides Basic Security Training (BST) and Advanced Security Training (AST) to the general public as well as all our own new recruits.

Each and every member of the Securiguard family successfully completes our in-house SecurityHost™ orientation and seminar. Based on the SuperHost international model, SecurityHost™ covers not only our own company policies and our clients' policies but also sets our high standards for delivering excellent customer service.

Through our exclusive @yourservice program, our security officers and managers are trained to provide the highest level of security, customer service and security management to our clients.

In addition to BST, AST SecurityHost™ training and @yourservice training, Securiguard's ATC offers our front-line staff career advancement training opportunities. These additional opportunities may include, but are not limited to:

- Advanced Security
- Occupational First Aid (OFA) 1 & 2
- Automatic Defibrillator operation
- CPR/WHMIS
- IAHS Security Training
- Code White Hospital Training
- Non Violent Crisis Intervention (CPI)
- Predictive Profiling
- Retail Loss Prevention
- Cultural Diversity Training
- Customer Service Training
- Assisting Persons with Disabilities Training
- Supervision & Leadership Training
- @yourservice Customer Care/Concierge
- Executive Protection
- CCTV Monitoring
- Loss Prevention
- Power of Arrest
- Bike Patrol Skills and Tactics
- Explosive Search Techniques
- Crowd Management
- Conflict Resolution
- Crisis Management
- Traffic Control
- Communication Skills – general and tactical
- Drug Awareness
- Workplace Harassment

All training programs offered through the ATC are developed and conducted according to provincial and federal government standards by Securiguard's team of in-house certified trainers as well as contracted trainers.

(b) General Health

Staff will possess general good health and the ability to perform the required safety and security services.

As an integral part of the recruitment process, Securiguard Services ensures that each of its new hires is tested to ensure they have the ability to:

- Walk two flights of stairs

- Lift fifty pounds
- Stand on their feet for extended periods of time and actively patrol
- Ability to actively patrol free of pain

Securiguard also ensures that new hires have no medical issues that would prevent them from working a full shift.

Those candidates found to have limited capabilities do not advance through the hiring /screening process. In addition, Securiguard tailors our candidate selection process to each client's specific ability needs.

(c) Security Experience

Staff will possess a minimum of six (6) months experience as a licensed security guard unless otherwise exempted by agreement with a designated representative of the City.

Securiguard will ensure that all regularly scheduled City of Vancouver security officers have a minimum of six (6) months of experience as a licensed security guard unless otherwise exempted by agreement with a designated representative of the City. Securiguard will document and manage this requirement using our WinTeam Resource Management Software Program and can make reports available to the City upon request at any time.

(d) Standards of Conduct

Proponents should ensure that all staff assigned to, or providing services on, this contract maintains a high standard of conduct at all times, including respectfulness to self, others, City property, and the job itself.

Securiguard will ensure that all staff assigned to, or providing services on, this contract maintains a high standard of conduct at all times, including respectfulness to self, others, City property, and the job itself.

Securiguard's philosophy of "**continuous improvement**" begins with our formal selection process. All our procedures originate from our commitment to our core values: **honesty, creativity, compassion, accountability and respect**.

Each potential Securiguard security officer, supervisor or manager is hired according to, and held accountable to operating within, our core values. With this basis of understanding, we successfully deliver protection in a manner congruent with our customers' expectations and will continue to measure each of our City of Vancouver security officers against our and your values. Those security officers identified as not displaying a high standard of conduct, respectfulness to self, others and city property will receive corrective action or removal according to Securiguard standard procedure and/or individual measures requested by the City.

Strategic Purpose

Item	Description
Vision	To "wow" customers with our uniformed security guard services through specialized training and exceptional customer service.
Mission	Making People Feel Safe
Core Values	<ul style="list-style-type: none"> ♦ Respect; consideration for the dignity, rights, beliefs, and property of others ♦ Accountability to our clients, our staff, and to Securiguard ♦ Creativity; innovation and imagination to exceed customer expectations ♦ Compassion; demonstrating care and sensitivity ♦ Honesty; truthful in character, integrity and behaviour

(e) Customer Service

Proponents should ensure that the customer service skills of staff assigned to this contract are of the highest standard, including professionalism, a desire to assist and sensitivity and responsiveness to the needs of all stakeholders.

Securiguard strongly believes that customer service is a critical component to our success. For this reason, we have trademarked our specialized customer service training program SecurityHost™. Securiguard will ensure that the customer service skills of staff assigned to this contract are of the highest standard, including professionalism, a desire to assist and sensitivity and responsiveness to the needs of all stakeholders.

The absolute foundation of Securiguard's service to our clients is the front-line security officer who provides the primary services to the client on a day-to-day basis. The individuals that are chosen for City sites will be the front-line ambassadors for our company, as well as representing the City to its staff and guests through their professional dress, deportment and demeanour.

All personnel assigned to the City of Vancouver contract will meet both Securiguard's and the City's exacting standards. We will ensure security personnel will possess/have completed:

- Securiguard's SecurityHost™ training and certification (SuperHost training adapted to the security industry).
- iBelieve Training: Each officer will understand that they can make a difference.
- Thorough knowledge of the City of Vancouver site and their security program requirements.
- Self-motivational training looking for opportunities to implement improvements for the City of Vancouver and Securiguard.
- A proper security licence in their possession at all times.
- BST & AST training (Provincially regulated Basic Security Training courses).
- Conflict Resolution Training.
- An appropriate background investigation to ensure their fidelity and suitability.
- A high threshold of "Quality Assurance" ratings as performed by management of the City of Vancouver and Securiguard. Securiguard will employ "Ghost Audits" and other proven successful processes to ensure this.
- Superior levels of competency in reading, writing, speaking and understanding. English fluently
- Basic computer knowledge.
- A solid understanding of Securiguard and City policies regarding conduct that may lead to disciplinary action or immediate removal from the site.

Customer Service Focus

Tourism British Columbia has recognized Securiguard Services as a "SuperHost" Business. Over time we have seen the importance of customer service excellence within the security industry. As a result, we developed a SuperHost program exclusively tailored for the security industry which today has become the industry benchmark. Our SecurityHost™ training program will ensure that each security officer deployed for City of Vancouver is fully trained in all aspects of the specific site and understands the importance of becoming a welcoming and supportive part of the daily interactive experience of every visitor, staff member and stakeholder at that site.

(f) Appearance

Proponents should ensure that the personal appearance of staff assigned to, or providing services on, this contract reflects positively on the City of Vancouver and on the Contractor. Attention should be paid to cleanliness, neatness and a high level of personal hygiene.

Securiguard fully agrees that the personal appearance of staff assigned to, or providing services on, this contract should reflect positively on the City of Vancouver, and that attention should be paid to cleanliness, neatness and a high level of personal hygiene. Our initial "on boarding" training and SecurityHost™ training emphasize the importance of personal appearance, cleanliness,

neatness as well as a high level of personal hygiene. Our Site and Field Managers make the inspection of these qualities an integral part of our regular Quality Assurance Audits.

(g) Uniforms & Equipment

Proponents will provide all staff engaged in security guard duties with a suitable well-tailored uniform of good quality and in accordance with a standard acceptable to the City. Uniforms should be worn at all times that duty shifts are performed. The diverse range of duties encompassed by this contract requires that there may be some variations to the standard uniform; however these differences will not be significant.

Securiguard will provide all staff engaged in security guard duties with a suitable well-tailored uniform of good quality and in accordance with a standard acceptable to the City. Securiguard agrees that uniforms should be worn at all times that duty shifts are performed, and will ensure compliance to this. We further understand that the diverse range of duties encompassed by this contract requires that there may be some variations to the standard uniform, and that these differences will not be that significant.

Securiguard offers our valued clients the opportunity to select from a number of Attorney General approved uniforms. Each uniform selection is designed for high-visibility and to communicate the desired image of safety, security and authority required at a specific site. Alternatively, we can provide uniforms that exactly match your requirements for the City of Vancouver, including custom logo patches.

Complete uniforms are provided to all security officers at no charge to them and replaced regularly according to wear/professional appearance. Securiguard tracks compliance in uniform wearing policies and uniform care during field manager visits and the Quality Audit process.

We look forward to offering the City of Vancouver a selection, with a few of our choices shown below:



(h) Age

Minimum provincial and federal age requirements must be met in all cases.

Securiguard recognizes that minimum provincial and federal age requirements must be met in all cases. As part of our recruitment and hiring process, all potential "new hires" must provide proof of age and Securiguard will ensure that they meet the minimum provincial and federal age requirements.

(i) Communication Skills

All staff should possess effective communication skills appropriate to the duties for which they are assigned. In high profile, customer-facing roles it will be vital that staff possess a high degree of fluency in spoken and written English sufficient for effective communication, including reading, writing and comprehension.

All potential Securiguard new employees are tested to ensure they possess verbal and written English communication skills that meet our minimum standards. For clients such as the City of Vancouver that require a high level of skill for specific positions,

Securiguard profiles candidates accordingly. Securiguard welcomes the City of Vancouver's participation in the final employee selection process for its critical stakeholder sites. All test scores will be made available upon request.

(j) Citizenship

Staff should possess Canadian citizenship or permanent residence status sufficient to allow them to work within Canada. The City reserves the right to interview any or all staff prior to their assignment to this contract.

Securiguard ensures that potential candidates have the sufficient Canadian citizenship or permanent residency status as part of the candidate's requirements to obtain a valid Provincial Security Licence.

Securiguard will welcome the City of Vancouver's participation in the selection process of potential site candidates prior to assignment and will remove an officer from any City site at any time should the City request it.

5.3.2 – Locksmith Services

The Contractor - or subcontractor thereof - will be required to provide professional locksmith services to the City through trained personnel and appropriate security hardware and technology. In particular, the Contractor will ensure that the following specific tasks and duties are performed:

- Provide a single contact point for all locksmith requirements of City of Vancouver property;
- Provide timely customer service response;
- Control the issue and inventory of all mechanical keys;
- Provide re-keying services when necessary;
- Install key hardware;
- Provide general lock maintenance;
- Provide advice and support as required; and
- Supply and accessibility of additional keys, i.e. key box, drop-off services, etc. and/or including sufficient parking spaces and service hours for staff to access keys easily.

Securiguard acknowledges and agrees to provide all locksmith services listed in section 5.3.2 of this proposal. As the Prime Contractor, Securiguard has a Sub-contractor agreement in place with our sister company, H.D. Locks, who currently provides the highest level of locksmith services to Transport Canada standards at YVR. Securiguard and HD Locks will provide and meet all the above requirements throughout the duration of the contract term, and we will ensure compliance with all of these standards. Alternatively as backup, Securiguard retains partnerships with Fusion Security Inc. and Rose Security Services Inc.

5.3.3 – Technical Specifications and Standards

Proponents should note that the use of brand names, makes, names of manufacturers, trade names, or vendor catalogue numbers, in the following section is intended solely for the purpose of establishing a grade or quality of material. It is not intended to rule out competition from equal brands or makes. (Please refer to Part B - Instructions to Proponents, section 15.0)

5.3.3.1 - City of Vancouver Lock Standards

- All non high-security locks installed (dependent on project and application requirement) at the City of Vancouver and its related sites/ structures will meet normal commercial building requirements in conformance to American National Standards Institute (ANSI) Grades 1 & 2.
- All high-security locks installed at the City of Vancouver and its related sites/structures will meet the requirement of Underwriters Laboratories Listed Standards (UL437) for key locks and shall incorporate and exceed the minimum required dual locking principal. Further they will meet the following:
- The locking system shall be furnished in a patented key section which keys are not made available from the manufacturer's factory or any other source other than its restricted, covenant controlled distribution method.

- Key section assignment shall be determined by the manufacturer based on system requirement and its geographical location to provide maximum protection to the end-user.
- All keys shall be milled by code. The key blade shall be of nickel silver, and available with a nickel silver bow.
- All keys shall be embossed "Restricted Do Not Duplicate" and shall have the capability to provide industry standard Visual Key Control for each permanent key cut.
- The manufacturer shall have the capability of establishing a master key system, while incorporating a construction key (CMK) feature, to avoid the use of temporary cylinders. The manufacturer shall warrant that there are no unintentional cross keying within a factory supplied and controlled system.
- The cylinders shall be immediately re-keyable to a new combination of or a new system at any time desired, and shall be serviceable on location. The cylinders shall require no modification, when installed to any worldwide recognized brands of commercial grade locksets.
- The manufacturer shall make available to the end-user, a key control software system, which will incorporate the vital information of the system, in order to control the issuance and tracking of available cut keys. The software shall have the capability to record key holders, issuance and return of keys, print receipts of issuance and return of keys and generate various reports, including list of keys in circulation, list of key holders and locks. The manufacturer shall provide training on the software application and key control management techniques.

Securiguard acknowledges and agrees to all City of Vancouver lock standards listed in section 5.3.3.1 of this proposal. As the Prime Contractor, Securiguard has a Sub-contractor agreement in place with our sister company, H.D. Locks, who will provide and meet all the above requirements throughout the duration of the contract term, and we will ensure compliance with all of these standards.

5.3.3.2 - Closed Circuit Television (CCTV)

The City of Vancouver includes herein a preliminary listing of acceptable CCTV equipment for purchase/installation within any city related sites/ structures:

Fixed Camera - defined as a camera that will provide a fixed view of a specific location/area. For this purpose the City of Vancouver views as a minimum standard the following manufacturer:

- Panasonic/Pelco/Avigilon

PTZ Indoor - defined as a camera that provides the functionality of pan, tilt, zoom to view an interior enclosed location/area. For this purpose the City of Vancouver views as a minimum standard the following manufacturer:

- Panasonic /Pelco

PTZ Outdoor - defined as a camera that provides the functionality of pan, tilt, zoom to view an exterior location/area and is designed to withstand inclement weather conditions. For this purpose the City of Vancouver views as a minimum standard the following manufacturer:

- Panasonic /Pelco

Vandal Proof - defined as a camera specifically designed to be located in areas where it may undergo abuse of a periodic or sustained nature. For this purpose the City of Vancouver views as a minimum standard the following manufacturer:

- Panasonic /Pelco

Traffic Application - defined as a camera system that provides the functionality of pan, tilt, zoom to view areas of traffic and is designed to withstand inclement weather conditions. For this purpose the City of Vancouver views as a minimum standard the following manufacturer:

- Pelco

Lenses - (if not otherwise integrated into camera). For this purpose the City of Vancouver views as minimum standard suitable products from the following manufacturer:

- Pentax or equivalent.

Monitors – For this purpose the City of Vancouver views as minimum standard suitable products from the following manufacturer:

- Panasonic or equivalent.

Digital Video Recorder – defined as equipment to allow for the capture of CCTV surveillance footage directly to recorder hard drive allowing for more effective/efficient storage and retrieval. For this purpose the City of Vancouver views as a minimum standard, and will be dependent on application needs as determined, the following manufacturer:

- Pelco or equivalent.

Network Video Recorders – defined as equipment connected to a network that is designated to record video streams delivered by networked cameras and video servers. For this purpose the City of Vancouver views as a minimum standard, and will be dependent on application needs as determined, the following manufacturer:

- Pelco or equivalent.

Racking/Consoles – For this purpose the City of Vancouver views as minimum standard suitable products from the following manufacturer:

- Winsted or equivalent.

Securiguard acknowledges and agrees to all City of Vancouver closed-circuit television requirements listed in section 5.3.3.2 of this proposal. As the Prime Contractor, Securiguard has subcontractor agreements in place with Fusion Security Inc. and Rose Security Services Inc., with BMS Services as a backup, to provide and meet all the above requirements throughout the duration of the contract term. We will ensure compliance with all of these requirements at the best value.

5.3.3.3 – Access Control System

The City of Vancouver currently employs Keyscan Vantage as its standard to provide for its access control needs. Vancouver Public Library utilizes the Lenel access control system.

Securiguard acknowledges that the City currently employs Keyscan Vantage as its standard to provide for its access control needs, and that Vancouver Public Library uses the Lenel access control system. We look forward to working with the City of Vancouver pre-existing Sub-contractors who have gained your respect and service confidence. As the Prime Contractor, we will ensure continuity of all approved Access Control System products and services as they currently exist at your diverse sites.

6.0 – Performance Standards

6.1 – Response Times

The Proponent and subcontractors will be required to meet the following response time standards across this contract:

6.1.1 - Changes to schedule - Short Notice Call-outs

The City will attempt to minimize changes to the agreed staffing schedule and will try to provide at least forty eight (48) hours notice of any changes; however Proponents should realize that this may not always be possible. The City requires proponents to be able to respond to short notice call-outs within four (4) hours.

Securiguard appreciates the City's commitment to attempt to minimize changes to the agreed staffing schedule, and we acknowledge the proposed minimum 48-hour notice of any changes. We recognize that this may not always be possible and that the City requires proponents to have the ability to respond to short notice call-outs within four (4) hours.

Through our 24-hour Customer Communications Centre (C3) and manpower resources, Securiguard has the demonstrated ability to comply with this requirement for other clients and will do so for the City.

6.1.2 - Provision of short notice staff (not scheduled)

The Proponent will undertake to provide up to twenty five (25) uniformed security guard staff within four hours notice.

Securiguard will undertake to provide up to 25 unscheduled uniformed security guard staff within four (4) hours' notice as may be required. Our WinTeam Resource Management software will enable us to immediately dispatch the above required manpower.

6.1.3 - Alarm Calls

Proponents are required to respond to alarm calls on all City sites within twenty (20) minutes.

Securiguard acknowledges the City's requirement to respond to alarm calls on any City site within 20 minutes. With the largest GPS monitored mobile fleet in the heart of Vancouver, we will respond to any City of Vancouver sites in the required time period. It should be noted that we are the largest security provider in the City and the most prepared to meet this requirement.

6.1.4 - Technical Support

Proponents are required to respond to technical calls within a period of four (4) hours. This could be either a 'remote' response or through the deployment of a member of staff to the site in question. Such a determination will be dependent upon the respective situation.

Securiguard acknowledges the City's requirement to respond to technical calls within a period of four (4) hours, and understands that this could be either a 'remote' response or through the deployment of a member of staff to the site in question, dependent upon the situation. As the Prime Contractor, Securiguard will be happy to meet this requirement through the services of our sub-contractors Fusion Security Inc. and Rose Security Services Inc.

Securiguard's strategic partnership with Fusion will enable us to call upon their mobile fleet as needs expand and contract or should simultaneous emergency situations arise.

6.2 - Service Guarantees

Should a Proponent - or subcontractors - fail to meet the required response times outlined above, the City will impose a pricing adjustment directly related to the specific service failure in question.

The service guarantee charges are tabulated below and it is the intention, wherever possible, to deduct the sum in question from billings.

A mutually acceptable mechanism for the administration of this process – and for the handling of disputes – will be agreed between the chosen Proponent and the City's designated representative (s) prior to contract.

Securiguard acknowledges and agrees to the requirements and conditions set out in 6.2 Service Guarantees in this RFP, including Table 3 Service Guarantees. Any deductions made in respect of these service guarantees will be from invoiced payments only. Securiguard will suggest the development of a mutually acceptable mechanism through the establishment of Key Performance Indicators and/or Service Level Agreements for the administration of this process and for the handling of disputes. We look forward to meeting with the City's designated representative(s) prior to contract transition to establish this mechanism.

The pricing adjustments indicated in the table below are a genuine pre-estimate of liquidated damages that may be suffered by the City and shall not be construed as a penalty. They are based upon the estimated cost of providing a replacement service at short notice and take into account industry norms.

Table 3 - Service Guarantees

Service Failure	Proposed Pricing Adjustment
Failure to provide a scheduled Mobile Patrol	Three (3) times the agreed billing rate
Failure to provide - non-scheduled -staff within four (4) hours notice	\$50.00 per hour per member of staff. This price adjustment will be 'capped' at \$1250.00, being the equivalent of twenty five (25) guards on any one occasion
Failure to cover a scheduled shift*	\$50.00 per hour that the shift remains unfilled
Failure to respond to an alarm	Three (3) times the agreed billing rate

* Proponents should note that no shift shall be left uncovered at any time. In the event of a 'no show' the staff member in post shall remain at that post until relieved.

As stated above, Securiguard is in agreement with the Service Guarantees detailed in Table 3, including the provision to ensure that no regularly scheduled shift is left open for any reason whatsoever for the duration of the contract.

7.0 - Training

7.1 - Training of Staff - General

The Proponent will ensure that all staff assigned to this contract receives the requisite initial and ongoing training to allow them to effectively perform their duties. In particular, the Proponent will ensure that all assigned Security Guard and Supervisory Guarding staff will have received at minimum forty (40) hours of Basic Security Training, and twenty-four (24) hours of Advanced Security Training as required by British Columbia provincial legislation prior to commencing their duties and each member of staff will have received a valid Provincial Security Employee License, issued upon successful completion of the training.

Securiguard's specialized training programs and requirements ensure that all Securiguard security officers and supervisory staff will have the Province of British Columbia required BST (30 hours) and AST (24 hours) licensed training. Using its WinTeam Resource Management Software, Securiguard will also track the compliance of all of its City of Vancouver security team members to ensure that all ongoing, refresher and renewal training occurs in a timely, organized manner. This exclusive WinTeam software will enable us to prevent any designated City of Vancouver scheduler from dispatching any non-compliant security officer to a City site.

7.2 - Training of Staff - Site Specific

All staff assigned to this contract will receive, at the expense of the Proponent, eight (8) hours site-specific and duty-specific training prior to deployment, unless otherwise agreed with the designated representative(s) of the City of Vancouver. The exceptions to this rule are outlined below.

Proponents will be required to ensure that staff assigned to certain key sites receive, at the expense of the Proponent, additional site-specific and duty-specific training prior to their deployment. Completion of this training will be a prerequisite of assignment to the sites in question. These sites and the additional training required are as follows:

Vancouver Public Library	20 HOURS
EasyPark	16 HOURS

Securiguard acknowledges and agrees to the requirements stated in section 7.2 - Training of Staff - Site Specific. We will continue our ongoing practice of specialized training required for the high-risk EasyPark site as EasyPark's current provider of choice for EasyPark. Our security management team in place at the Vancouver Public Library ensures that we also have extensive knowledge and experience in regard to that important site. Eric Smith will serve as reference to our professional approach in meeting EasyPark's needs, should you require it.

7.3 - Training Records

The Proponent will make and keep records of all training taken by each member of staff assigned to this contract and will make such records available for inspection by the City's designated representative(s) upon request.

Securiguard regularly documents and maintains records of all training taken by each member of our staff through our WinTeam Resource Management database. We will be happy to make any of these records available for inspection by the City's designated representative(s) upon request.

8.0 - Quality Assurance

8.1 - In order to evaluate the performance of the Proponent - and subcontractors - across this contract a Quality Assurance Audit will be undertaken by the Proponent on a regular basis throughout the life of the contract. This ongoing audit is seen as an intrinsic part of the management of this contract and the mechanics of this process will be developed, prior to the start of the contract, by the chosen Proponent in consultation with the City's designated representative(s). It is envisaged that effective and fair performance measures will be mutually agreed. The audit will seek to measure - and ultimately assure - the quality and conformity of performance and service delivery in all areas and job functions.

Securiguard acknowledges and agrees to the Quality Assurance requirements listed in section 8.1 - Quality Assurance of this RFP.

Securiguard conducts regular general quality insurance audits of its staff and processes.

As the first security firm in North America to receive its ISO certification and licence in 1998, Securiguard is in turn regularly audited by a third party. Today we're still only one of a few select firms in the security industry to hold this international certification for quality management.

Our ISO 9001:2008 certification ensures clients continuous improvement and independent, third-party audits. To maintain this accreditation, Securiguard senior management is committed to delivering the best systems and services to our current clients and the City of Vancouver.

We have developed business standards that ensure we are providing the best possible service to our clients and employees. Processes are monitored and regularly audited. Any deviations in processes are identified and addressed accordingly.



Our quality management procedures include:

- Quality Assurance Auditing
- Recruiting
- Customer Satisfaction
- Guard Requests Deployment
- Electronic Data & Filing
- Purchasing
- Internal Auditing
- Post Orders
- Corrective Action Reports (CAR)
- Preventative Action Reports (PAR)
- Internal Communication Meetings
- Quotations & Work Orders

Third Party Auditing

Securiguard's processes are audited to ISO 9001:2008 standards by our third party auditors and ISO regulators BSI Management Systems, who conduct audits semi annually. These audits ensure Securiguard's ongoing compliance with stringent ISO regulations and "continuous improvement" in all Securiguard practices and services on our clients' behalf.

Securiguard Quality Assurance Standards, Processes and Measurement

One of Securiguard's key differentiators within the Canadian Security Services market place is our Executive Oversight Account Management Program.

This program was developed with two objectives in mind:

- 1) To ensure that we actively and continually promote a "customer first" culture, and
- 2) To build proactive client partnerships that support both parties in the innovative and efficient management of security function systems and processes.

9.0 - Administration and Human Resources

9.1 - The Proponent will be required to monitor, evaluate and report deficiencies in safety and security and the performance of personnel; resolve or recommend remedies to resolve deficiencies; administer security matters, and report administrative and human resources issues to the City's designated representative(s). In particular, the Proponent will ensure that the following specific tasks and duties are performed:

- Supervise, guide and direct personnel;
- Complete performance logs on personnel as necessary;
- Develop, institute and administer a performance evaluation system and conduct performance evaluations of all personnel assigned to this contract;
- Develop, institute and administer training, and training manuals/handbooks for assigned staff;
- Investigate and report on incidents assigned to the Proponent by the City, interview all relevant parties, record written statements, collect and document physical evidence and when requested, prepare reports and/or documents for review by the City's designated representative(s); and
- Complete corrective action reports when training and/or remedial discipline is required

Guard Performance Tracking

As part of our ongoing commitment to providing support and accountability to our employees and to the City of Vancouver, our corrective action policy outlines the process used to address violations of Securiguard policy with employees in a positive, fair and consistent manner. Corrective and preventive actions both include investigation, action, review, and further action if so required.

The process would work as follows:

Incidents

Once an issue is identified, the City of Vancouver Site Manager will inform your dedicated Account Manager that an investigation is in progress.

Investigative Tools & Processes

- Quality Assurance Auditing
- Customer Satisfaction
- Internal Auditing
- All Guards Meetings
- Client Meetings
- Account Manager Monthly Meetings

The Site Manager will complete the proper procedures which will include investigation, gathering information, completing a written report, submitting to your designated Account Manager as required and then action as follows if corrective action is required.

Procedure:

Step 1: Non-disciplinary Counseling – The Account Manager/Direct Report verbally reviews the policy violation with the employee in detail and specifically outlines the expected improvement and clarifies the expected change in behavior, and consequences of repeated incidents. In this and all steps, the employee is given an opportunity to explain his or her actions and to ask questions. A note recording the conversation is placed in the employee file in the WinTeam Employee Management System.

Step 2: Written Warning – If another similar incident occurs, the Account Manager/Direct Report reviews the issue in detail with the employee and clarifies the expected change in behavior, and the consequences of repeated incidents. The written warning includes advice on how to improve and the consequences should another incident occur.

The Account Manager/Direct Report completes the Corrective Action Form indicating a written warning has been given to the employee, the employee (or a witness) sign the form and retains it in the employee's file as well as documented in the employee's diary in WinTeam.

Step 3: Final Written Warning – If another incident occurs, a final written warning is issued to the employee through the Corrective Action Form with a copy retained in the employee's file. The purpose of the final written warning is to advise the employee that he or she will be terminated if the relevant policy is violated again.

The Account Manager/Direct Report completes the Corrective Action Form indicating a final written warning has been given to the employee, has the employee (or a witness) sign the form and retains it in the employee's file as well as documented in the employee's diary in WinTeam.

In certain circumstances where an investigation is warranted, it may be appropriate to issue a suspension with the final written warning. Account Managers/Direct Reports must consult with the People and Culture Department before suspending an employee.

Step 4: Termination – If the problem continues after a final written warning/ suspension (if applicable), employment will be terminated. Account Managers/Direct Reports must consult with the People and Culture Department before terminating an employee under any circumstance.

There are times when situations occur that do not fall under our corrective action process, including immediate dismissal infractions as outlined in our employee handbook and by client request for immediate site removal.

As a valued client the City of Vancouver will have the option of requesting an immediate removal of our employees due to infractions to internal site policies or if any of our guards are not living up to your Company's core values. We take these infractions seriously and we will take action immediately and efficiently to act on requests for site removal. This is our commitment to responsiveness to exceed client expectations.

10.0 - Questions for Proponents

Proponents must answer all of the following questions taking care to maintain the existing order and numbering sequence. Responses should be concise, clear and relevant.

10.1 - Company Background

(a) Please provide an overview of the ownership structure of your company and those of your sub-contractors or consortium partners. (Are they privately owned, partnerships, Incorporated, etc.) In what year were they established/ incorporated?

Changing the Perception of Security

Since its inception in 1974, Securiguard Services Limited has remained faithful in its commitment to provide partnership-driven security expertise and management. This approach is based on our vision of excellence in service delivery, quality resources, accountability and responsiveness. We strive for security programs that continually evolve and improve for our clients and partners within the market.

Our 38 years of growth and success can be directly attributed to five key cornerstones:

- Creating Value
- People & Culture
- Community, Sustainability
- Doing What We Say
- Training each officer to believe they can make a difference

Today, with over 1,600 employees Securiguard is highly diversified with operations in British Columbia, Alberta and the Middle East. Our core business and offices are located in Vancouver, and from there our satellite operations have spread to Victoria, Nanaimo, Kelowna and Edmonton. Securiguard is divided into four business divisions: Securiguard, Westguard, Securicare, and SOS Response.

Securiguard's success in the highly competitive security industry is a direct result of our ability to anticipate and prepare for the security needs of our clients in the marketplace and to form strategic partnerships that benefit our clients and the Vancouver community. Our exclusive integrated solutions offer our clients the benefits of our security knowledge and service experience in diverse industries and markets.

We continually source and develop new technologies and programs, both to fulfill our clients' changing mandates and to improve our own practices. In this way we proactively increase our responsiveness, define efficiencies, expand accountability, and consolidate data in a timely manner, which allows us to make decisions based on, and even anticipating, industry trends.

To achieve our clients' goals and objectives we rely on our corporate values: Respect, Accountability, Creativity, Compassion and Honesty. We hire according to these five principles, and in so doing we are able to exceed industry standards in quality, training and retention. We take the time to first develop the Right Program, select the Right People, conduct the Right Training, recognize the Right Behavior and deliver it at the Right Price.

Commitment to Improving the Security Industry

As Securiguard's founder and President, Darcy R. Kernaghan is committed to advancing the security industry within Canada and has served as Regional Vice President and Chapter Chair for Canada of ASIS International, the world's largest security management organization. He has also served as chairman of APSA and received recognition for international chapter of the year, been an active member of numerous advisory boards and committees, overseeing the advancement of standards and policies governing the security industry in North America.

Securiguard's commitment to security professionalism can also be seen in the high number of executives and senior managers with the Certified Protection Professional (CPP) designation.

1. PRIME CONTRACTOR – SECURIGUARD SERVICED LIMITED

Name of Company (full legal name):

Securiguard Services Limited

Business or Operating Name:

Securiguard Services Limited

Full Street Address:

300-1575 West Georgia Street
Vancouver, BC
V6G 2V3

Courier Address (if Different):

Contact Name: Darcy R. Kernaghan

Position: President & CEO

Telephone: 604-685-6011

Fax: 604-685-0013

E-Mail: darcy@securiguard.com

Address for Delivery of Legal Notices:

300-1575 West Georgia Street
Vancouver, BC
V6G 2V3

Year of Incorporation:

Where Incorporated:

Address of Registered Office in British Columbia:

1974

British Columbia

Fraser Milner

15th Floor, 1040 West Georgia Street

Vancouver, BC

V6E 4H8

How is the Corporation held?

(X) Privately () Publicly

SUB-CONTRACTOR – Fusion Security Inc.

Overview:

Fusion Security Inc.
Suite P1, 999 West Hastings Street
Vancouver, BC, V6C 2W2

Fusion Security Inc is a privately held corporation that is locally owned and managed. The principals have over 50 years of security industry experience. The organization was incorporated in June 2005 and commenced business operations on September 1, 2005.

Securiguard has a long standing strategic partnership with Fusion Security, a proven and experienced City of Vancouver current service provider.

The ownership includes the following individuals:

- Bruce Marginson, President
- Harry Stausgaard, Vice President

SUB-CONTRACTOR – Rose Security Services Inc.

Overview:

Rose Security Services Inc.
2 Dowding Road
Port Moody, BC, V3H 2Z6



Rose Security Services Inc. is owned by John and Andrea Rose. Rose Security was incorporated in July, 2003.

Backup and Redundancy

In addition to our two proven and experienced City of Vancouver subcontractors, we offer the City and its stakeholders added service backup and redundancy through our strategic partnership with BMS Integrated Services Inc.

BMS Integrated Services Inc.
1277 East Georgia Street
Vancouver, B.C. V6A 2A9

(b) What do you consider to be the core service(s) of your organization and those of your subcontractors?

Securiguard Services Limited Core Services

During Securiguard's 38 years we've provided a full range of security and protection services. Our experience in self-performance of these services ensures the City of Vancouver will receive end-to-end responsiveness and accountability to all its stakeholder locations. In addition, Securiguard has formed many partnerships with subcontractors to provide additional services to multiple clients, with great success.

The following is a partial list of the services our organization and subcontractors will provide from our downtown Vancouver head office location:

1. Uniformed Guard Services
2. Mobile Alarm Response
3. Mobile Patrols
4. Bike Patrollers
5. C3 Customer Communications Centre – Remote CCTV/Access Control Verification
6. Emergency Notification Systems
7. Computerized Fire & Evacuation Procedures
8. K-9 Explosive, Narcotics, Firearms Detection and K9 patrols
9. Corporate Security "One Stop" Shopping
10. Locksmith
11. Electronic Access Control Systems
12. Intrusion Detection Systems
13. Closed Circuit Surveillance Systems
14. Digital Video Recording and Retrieval Systems
15. Digital Video Transmission Systems
16. Electronic Asset Tracking & Protection Systems
17. Intercom & Emergency Communication Systems
18. ID Badging Systems
19. Fiber Optic Security Networks
20. Biometric Verification Technologies
21. Smart Card Technologies
22. Networked Security Applications (LAN/WAN)
23. Custom Software Development and Integration
24. Network Infrastructure
25. Wireless Services
26. Electrical Services
27. ULC and Fire Operations Centre

Fusion Security Inc. Core Services

Our subcontractor Fusion Security are masters in providing industry-leading integrated security services that provide more efficient and effective security programs by ensuring that the various elements of the physical security programs are effectively combined into one program. In addition, they provide ongoing management of the security program results providing measureable results to ensure adherence to the program goals.

Fusion Security as our systems subcontractor provides additional redundancy to the City of Vancouver by offering a range of private contract security services to clients as shown below:

- Manpower Security
- Close Protection / Escort Security
- Electronic Security
- Access Control
- CCTV
- Intrusion Security Systems
- Alarm Monitoring
- Remote CCTV Monitoring
- Remote System Administration
- Protective Hardware
- Risk Assessment
- Private Investigations
- Consulting

Rose Security Services Inc. Core Services

Our subcontractor Rose Security Services Inc. sells, installs/services and provides consultation regarding card access, video and alarm systems throughout British Columbia and the Yukon Territories.

(c) Please provide up-to-date details of your three (3) largest security contracts, including revenue value and, where appropriate, hours.

- Please provide named client references for these three contracts indicating the official position of the referees and including telephone & e-mail.

Securiguard Services Limited Client References

Vancouver International Airport Authority

YVR SECURITY FORCE

3211 Grant McConachie Way, Richmond, BC

Facility type *Airport Security- Critical assess and egress control within airport and perimeter, customer service.*

Size *2 Terminals, Officers: 170*

Service since *1997*

Revenue Value *7.5 Million*

Contact *Steve Hankinson*

*Director Security and Emergency Planning
604-276-6528*



YVR Airside Escort Services
3211 Grant McConachie Way, Richmond, BC

Facility type Airside Escort-Critical vehicle and contractor safety & security escort within airport perimeter.
Size Restricted Areas, Officers: 25
Service since 1998
Revenue Value 1.2 Million
Contact Brett Patterson
Director Operations, Safety & Planning
604-276-6141
Brett_Patterson@yvr.ca

Provincial Health Services Authority
4480 Oak St, Vancouver, BC

Facility type Hospital Facilities- Critical Safety & Security responsibilities of staff, facilities, patients.
Size 5 Hospital Facilities, Officers: 15
Service since 2007
Revenue Value 1.2 Million
Contact Greg Conlan
Regional Manager, IPS West
604-297-1252
greg.conlan@fraserhealth.ca



TSI Terminal Systems Inc.
2 Robert Bank, Delta & 1300 Stewart St, Vancouver, BC

Facility type Container Port Facilities-Safety & Security, ensure Transport Canada International MARSEC regulations.
Size 5 acres, Officers: 12
Service since 1990
Revenue Value 1.6 Million
Contact Tony Gutenberg, Manager
Safety, Security & Environment
604-215-5771
tgutebberg@tsi.bc.ca



• Please also provide two (2) current client references with contact details for each subcontractor or consortium partner.

Subcontractor Client References - Fusion Security Inc.:

Great West Life
Vancouver Centre, 650 West Georgia St., Vancouver, BC

Facility type One office tower, one parking facility, retail component.
Services Comprehensive security coverage program, consulting and technical support for overall program and service, and support for existing Security Camera solutions
Service since 2007
Contact Randy Felty
604-713-7703

Gulf Pacific Investments (1982) Ltd.

351 Bewicke Avenue, North Vancouver, BC (main head office)

Facility type Approximately 12 locations across Greater Vancouver.

Services.....Mobile Patrol and Alarm Response service, Temporary Security Officer services as required

Service since 2006

Contact.....Robert Forrest

604-990-1500

Subcontractor Client References – Rose Security Services Inc.:

City of Abbotsford

Rose Security Services is responsible for the electronic security at the City of Abbotsford.

Overview

- Installed Keyscan Access Control in twenty-five sites including City Hall, MCA council auditorium, Police Buildings, City Works Yard, seven Fire Halls, three Libraries and the Agricultural Recreation Park.
- Installed card access system at James Waste Water Treatment Plant (November 2010)
- Monitors fifty-eight intrusion alarm sites for the City of Abbotsford

Contact:

- Victor Pankratz- (604)853-2281 or vpankratz@abbotsford.ca.

BC Safety Authority

Rose Security Services Inc. has been providing BC Safety Authority an integrated card access / intrusion monitoring system since early 2009.

Overview:

- Installed systems at the following sites throughout BC; Kamloops, New Westminster, Coquitlam, Kelowna, Langley, Courtenay, Abbotsford, Cranbrook, Nanaimo, Saanich, Vernon and Fort St. John.

Contact:

- Ann McLean- (778) 396-2078 or ann.mclean@safetyauthority.ca

(d) Please indicate the size and value of the three largest contracts that you have lost over the last 36 months, outlining the reasons for any such losses. Please also provide client contact details as above.

Insurance Corporation of British Columbia

151 West Esplanade, North Vancouver, BC

Facility type Corporate Security

Size 500,000 sq ft 4 locations, Officers: 8

Service since 2003

Revenue Value..... 1 Million

Explanation.....Account Maturity

Contact..... Bill Anderson

Manager, Corporate Security

604-661-6675

bill.anderson@icbc.com



Amgen Biopharma
7990 Enterprise St., Burnaby, BC

Facility type R & D Facility
 Size 250,000 sq ft, Officers: 2
 Service since 2001
 Revenue Value 180,000.
 Explanation International Bid Process for North American "single source" provider
 Contact Raymond Smith
 Pacific North West Regional Security Manager
 206-265-8007
 rraymond@amgen.com

AMGEN®

Azure Dynamics
3900 North Fraser Way, Burnaby, BC

Facility type R & D Facility
 Size 60,000 sq ft., Officers: 1
 Service since 2002
 Revenue Value 150,000.
 Explanation Budget cutbacks
 Contact Tom Dielschneider
 Vice President
 604-419-6389

AZD
 AZURE DYNAMICS

- What contracts have your sub-contractors lost over this period? Again please provide details and reasons.

Subcontractor – Fusion Security Inc.

Securiguard's subcontractor Fusion Security Inc. has lost only one contract over this period.

Company Name and Location: Ministry of Attorney General
 Criminal Justice Branch
 Contact, title, phone, email: Carl Prophet
 Special Advisor
 604 562 8320
 carl.prophet@gov.bc.ca
 Overview: Provision of Security Patrol, Mobile and Protection Services.
 Total value under contract \$112,000.00 (maximum over term of agreement).
 Contract was cancelled and the position was no longer a contracted security position.
 Explanation: Contract was cancelled and the position was removed from designation as a contracted security position.

Subcontractor – Rose Security Services Inc.

Securiguard's Subcontractor Rose Security Services Inc. has lost no contracts over this period

- (e) As Prime Contractor is your organization registered under the Security Services Agencies Act of B.C.?



A copy of Securiguard Service Limited Security Business License # B1741 is shown in Appendix A for your perusal. We are designated as Private Investigators, Security Consultants and Security Guard Service providers. Our operating Locksmith License is held under the name of HD Locks, BC Licence # B4624.

- Which subcontractors or members of your consortium also hold provincial licenses, including Private Investigator, Security Consultant or Locksmith licenses?

Fusion Security holds the following provincial licenses:

- Security Alarm Service
- Private Investigator
- Security Consultant
- Security Patrol Service
- Security Alarm Monitor
- CCTV Installer
- Electrical Contractor License
- FSR – BC Safety Authority
- Electrical TQ

- Who is the designated license holder in each concern?

Designated License Holder	Services
Securiguard	Security Officers, Mobile Officers and Alarm Response, Private Investigators, Locksmiths, Security Consultants
Fusion	Alarm Services, Private Investigators, Security Consultants, Security Officers, Alarm Monitoring, CCTV Installation, Electrical Contractors, FSR-BC Safety Authority, Electrical TQ
Rose	Private Investigation, Security Officers, Service/Installation Technicians

(f) Have you or any other your sub-contractors ever worked with the City Of Vancouver? What about other federal, provincial or municipal governments? Please provide examples.

Securiguard Services Limited is privileged to be or have been selected the security provider of choice for the below:

- EasyPark Parking Corporation of Vancouver
- Vancouver Public Library
- Vancouver Police Department (Police & Fire Games)
- RCMP (CPIC-Port Clearance Office)
- Office of Attorney General
- Provincial Health Services Authority (PHSA)
- Interior Health Authority (IHA)
- Vancouver Island Health Authority (VIHA)
- BC Summer Games-Victoria
- BC Ferries Corporation (Tsawwassen & Horseshoe Bay Terminals)
- City of North Vancouver
- BC Transit Authority (West Coast Express)

- Ports Canada

Our Subcontractor Fusion is also privileged to work or have worked with various federal, provincial and municipal government agencies including, but not limited to:

- Ministry of Attorney General, Criminal Justice Branch
- Federal Services Canada
- City of Vancouver

Our Subcontractor Rose Security is also privileged to work or have worked with various federal, provincial and municipal government agencies including, but not limited to:

- City of Vancouver
- City of Abbotsford
- Delta Police Department
- BC Housing Corporation
- Canada Border Services Agency
- Seaspan Marine Corporation
- Canadian Department of Fisheries
- BC Safety Authority
- Canada Revenue Agency

10.2 - Staffing, Compensation & Benefits

(a) Please provide the following details of your firm's staffing and structure:

(i) How many permanent staff do you employ?

We currently employ 1600 permanent staff.

(ii) How many part-time or temporary staff do you employ?

Currently we have 400 part-time or temporary staff.

(iii) How many of these work in security related functions?

All 1600 of our permanent staff and 400 part time are in positions related to security.

(iv) How many administrative and clerical staff do you have?

Our organization has 60 administrative/clerical staff members.

(v) Please indicate which of these are full-time and part-time.

55 of the above administrative/clerical staff are full-time and 5 are part-time.

(vi) How many staff are employed by your sub-contractors?

Fusion Security employs 150 FT and PT licenced personnel.

Rose Security employs 7 FT licenced employees.

HD Locks under the Securiguard banner employees 1 FT locksmith.

(vii) How many of these are employed in technical disciplines, such as installation?

Fusion Security employs 9.

Rose Security employs 5.

HD Locks employs 1.

(viii) Please indicate the number of:

- (a) Qualified Locksmiths - 1
- (b) Private Investigators - 5
- (c) Private Investigators Under Supervision - 3
- (d) Consultants within your own organization and those of your subcontractors - 8

(b) Please provide an up to date copy of your company's Organizational Structure, indicating clearly any positions not currently occupied or created within the last 6 months. Please indicate the names of the current post-holders.

Our Securiguard Services Limited Organizational Structure chart is attached in Appendix B for your perusal. No positions are currently open or have been created in the past six months.

Our current executive team is:

- Darcy R. Kernaghan-President & CEO
- Nigel Bullers - VP Operations
- Mike Edwards - VP Business Development
- Lorna Paddison -VP Corporate Culture and Services
- Sam Ciacco – VP Finance
- Branko Bejo – General Manager, Vancouver Region
- Jennifer Gee – Director, People & Culture

(c) Please also provide an organizational chart outlining the management/ supervisory structure proposed for this contract. How does this organizational structure relate to the company structure above?

The Organizational chart for the management and supervision of the City of Vancouver contract is attached in Appendix B.

As detailed in the flow chart, responsibility for overall management and supervision will rest with our Account Manager for the City of Vancouver, who will report to. Reporting to him will be the Assistant Account Manager, or second-in-command (2IC).

Uniformed Guard Services, Mobile Patrols and Alarm Response will report to Field Supervisors for service management and to our Manager Security and Technology for technology management. These roles are part of our ISO Quality Assurance Audit Team.

As detailed in our City of Vancouver contract management flow chart, management of the City's permanent and temporary security needs, regardless of origin or requirement, enter into our structure directly through Securiguard's dedicated City of Vancouver Account Manager and/or his/her second-in-command (2IC) Account Manager. Our 24 hour Customer Communications Centre will either receive coverage instructions from the Account Manager, your Site Supervisors or from your designated Contract Manager. All persons in authority to make coverage requests or changes are contained in our WinTeam Resource Management Software to ensure continuity of service excellence. Once entered into the WinTeam system, the client's request for manpower or services will be quickly dispatched as and where required. If any emergency situation requires it, field managers, site supervisors or work alone officers can request assistance or back up.

Once the City of Vancouver information or requirements is received, you will see in the flow chart shown in Appendix C how your assigned Executive Sponsor, Finance, Operations, People & Culture, ISO Quality Assurance management Systems and Field Supervisors all assist in the process and will full support your City of Vancouver Account Manager and 2IC.

- Please indicate how you envision your sub-contractors fitting in with this structure.

Subcontractor services are delineated in the organizational chart structure through direct reporting to your City of Vancouver Account Manager, as shown in the same organizational flow chart and it follows the same process and benefits from the identical Executive Oversight program. All required sub-contractor services must meet our standards of service delivery and is held

accountable to our ISO Quality Assurance and Quality Management System standards. Your designated Account Manager and 2IC for the City will ensure the City's satisfaction.

(d) Who handles Human Resources (H.R.) management in your organization? What H.R. experience, qualifications and training do they possess?

Jennifer Gee, BA -is the Director, People & Culture and as such manages all aspects of Securiguard Services Human Resources department.

Experience & Training

- Extensive experience managing multi-unit operations across Canada.
- Over 5 years of project management experience across geographically dispersed areas (inter-Province)
- 15 years operational, people management, and loss prevention experience in service, retail, customer service driven companies.
- 15 years experience managing both unionized and non unionized operations.
- Over 12 years experience in multi-level training and coaching strategies, including benchmark strategies to assess employee development.

Education

- B.A. Simon Fraser University, Bachelor of Arts, Political Science, Public Administration
- Disney Institutes Florida Campus – Approach to Quality Service

Responsibilities

- Directs human resources team comprised of Recruiting Manager, Manager, Support Services, Training Manager and Employee Services Coordinator to ensure employee satisfaction in both unionized and non unionized divisions of Securiguard.
- Member of the Executive Committee meetings and contributes to company initiatives relative to business development, marketing, operations and finance.
- Researches, develops and implements recruiting and training programs for a vastly diverse portfolio of vertical markets.
- Directs People and Culture department to ensure the appropriate recruiting, hiring, and the proper deployment of internal employees, including promotions, lateral movement and new hires.
- Directs the operation of Securiguards C3 – Centralized Communications Centre to ensure appropriate service delivery to internal and external clients & the appropriate scheduling and deployment of personnel and resources company wide.
- Ensures correct alignment of all new hires and best cultural fit for site/client
- Guides Union relations, general conflict resolution strategies, and manages the Grievance Resolution process for the unionized arms of Securiguard and Westguard.
- Manages the Employee Survey process, generates data and makes recommendations to the executive on Employee Appreciation and Retention Programs

(e) Please provide details of the procedures your company employs for the recruitment and selection of staff.

- Who has hiring responsibility?

Hiring responsibilities at Securiguard are overseen by Jennifer Gee, Director- People & Culture and Jessica Wrinskelle, Recruiter and Yaniv Enoch, our Trainer/ Recruiter. Both of these highly qualified persons resumes are attached for your perusal in Appendix D.

- Who handles recruitment?

Recruitment is the responsibility of Jennifer Gee, Director, People & Culture through the assistance of her department leads Jessica Wrinskelle and Yaniv Enach.

- What experience, qualifications and training in this field do they possess?

Please see the resumes in Appendix D for each person's experience, qualifications and training

- What is your security screening process?

Candidate selection and training start with a vision for "World Class Service" at Securiguard. We have set the tone by creating a "People & Culture" department to spearhead recruitment, placement and training.

Securiguard's philosophy of "continuous improvement" begins with our formal selection process. All our procedures originate from our commitment to our core values: honesty, creativity, compassion, accountability and respect.

Finding the Right Fit for our clients is a multi-step process. Not only do candidates have to possess the attitude, aptitude, and competencies required to work in such a high profile, high-risk area, but also they need to maintain a professional attitude.

Our experience of over 37 years in scheduling high volume and high profile sites teaches us that ensuring that there is a correct blend of part-time (PT) and full-time (FT) personnel is critical in order to provide the scheduling flexibility required.

Personnel selection is comprised of:

- Recruiting
- Position Profile
- Personnel Standard Documents
- Reference Check
- Interview Process
- Criminal Records Check
- Selection Criteria by Position

Recruiting

Securiguard has developed contacts in colleges, universities, employment agencies, local newspapers and associations to ensure the opportunities in our organization are widely advertised. We employ selective search techniques so that a focused pattern of candidates is readily available for client contract requirements.

Securiguard is committed to sourcing candidates who believe they have the knowledge and skills to do the job required, and who demonstrate that belief during the interview process.

By assessing each candidate's profile from all angles (demonstrated work experience, face-to-face impression, and third-party reference checks) Securiguard can ensure that any candidate hired will act in the travelling public's best interests at all times.

Securiguard uses an eight-step hiring process:

- | | |
|-------------------------------------|--|
| Online application | Reference checks – no fewer than three professional reference checks are conducted per applicant |
| Telephone interview | |
| Online self-assessment (Kwantek) | Medical examination |
| Group interview | Solicitor General Enhanced Security Background Check |
| Final interview with Hiring Manager | |

Position Profile

Our first step to finding the right fit comes with a complete understanding of your needs. During the transition period, prior to service startup, we develop a position profile that identifies unique and/or preferred skills and characteristics by position at the City of Vancouver.

During the recruiting and interview process we use this profile to identify and select the best fit of security officers from the qualified candidates ensuring that Securiguard security officers will be well positioned for successful assignments.

Securiguard is a federally registered Equal Opportunity Employer. We believe that everyone has the right to equal opportunity in employment. It is this belief that guides and directs our employment practices: it ensures that we achieve and maintain fair hiring and promotion policies. In keeping with this philosophy, we have implemented an Employment Equity Program.

By adopting such practices employees enjoy many benefits, among them greater employee morale and job satisfaction; increased employee productivity and efficiency, enhanced reputation, increased customer service and satisfaction, and decreased absenteeism and turnover. As an organization we are able to foster social justice; eliminate barriers in employment and make a positive contribution to the communities that we service.

- What kind of background checks do you perform during selection process for new staff?

From the very beginning, and during all our interactions with potential candidates, we obtain all required documentation.

We use the employment application for the reference checks and to aid in questioning during our interview process.

The following forms must be completed and acknowledged during the selection process:

- Application for employment
- Employee reference/background check
- Company Code of Ethics
- Employee evaluation forms including those used for supervisory staff
- Current collective agreements – (as applicable)
- Company Privacy Policy

Basic Qualifications	Preferred Attributes
<ul style="list-style-type: none"> • Over legal age of 19 years • Canadian Citizen or a Landed Immigrant • Show proof of Canadian status • No Criminal Record • Fingerprints required • Basic Standard Training Certification issued by the Justice Institute of British Columbia • 40 hours mandatory BC security training • Demonstrate computer skills • High school diploma or equivalent • Oral & written English communication skills • Good physical condition • Successfully pass Securiguard's Pre-employment Screening Test 	<ul style="list-style-type: none"> • Knowledge of a second language • Valid BC driver's licence & vehicle • Occupational First Aid, Level I, II or III • Post Secondary education • Related courses, i.e. Conflict Management, Fire Prevention, Private Investigation • Related experience (i.e., Block Watch, Crime Watch, Victim Services, or other Community Policing)

Reference Check

A minimum of three references are required from each of our potential candidates. Background checks with questions based on an individual's values are carefully conducted for each candidate.

Interview Process

Our interview process is based on behaviour assessment tools that indicate whether perceptive applications have the "core values" to represent our customer base. We interview approximately seven people for every one that we hire.

Criminal Records Check

The final screening process requires all personnel to submit to criminal records checks including fingerprinting. This is carried out via the closest police detachment to the applicant's place of residence and the results are forwarded to the Solicitor General's Branch of the Provincial Government. Only when all of the above is complete and with satisfactory results received, will we hire the applicant.

- Do you require a criminal records check of all applicants?

Yes, these criminal records checks are done as detailed above prior to the hiring of a potential candidate and annually thereafter. All potential candidates must consent to receiving an enhanced Criminal Records Review for working with children and/or vulnerable adults. With these background checks along with the Kwantek self-assessment, we identify candidates who best suit the business needs of our sites.

(f) What is your compensation philosophy? How do you determine how to reward your staff?

Compensation Philosophy

Securiguard recognizes that the cornerstone to our success with serving our Clients has been our on-site management team. We reward on performance and on meeting client key performance indicators, goals and objectives, which are clearly detailed during site training. Performance is carefully monitored through Quality Assurance audits and careful reporting/tracking through our WinTeam Resource Management software.

We are proud of the high caliber of Shift Supervisors and Site Managers we have attracted and placed on sites such as Vancouver International Airport, EasyPark, Shaw Tower and Hotel Vancouver to name a few. These individuals are financially compensated higher than the industry standard. Supervisors enjoy paid sick days, additional holidays, clothing allowances for suits and ties and critical illness benefits and more.

Annually, we include them in our head office celebrations, which is an excellent opportunity for everyone to get together. Most important of all, we give our Supervisors the training, support, authority and freedom to make decisions.

Reward comes in many ways and we believe that by teaching sound principals of leadership through our planned City of Vancouver performance enhancement program, described below, that we will empower our staff and provide opportunities to achieve higher levels of advancement in responsibility and remuneration.

Supervisor Evaluations and Performance Enhancement for the City of Vancouver Contract

- Annual Performance Evaluations will be completed on Shift Supervisors by the Account Manager and reviewed by the City of Vancouver Executive Sponsor.
- Balanced Scorecard Quality Assurance auditing will be completed monthly on Shift Supervisors and submitted to the City of Vancouver Account Manager or 2IC.
- Monthly meetings will be held by the City of Vancouver, Account Manager with the Site Supervisors and overseen by the Executive Sponsor as and when required.
- The Manager, City of Vancouver Corporate Security will be invited to these meetings provide a keynote address to our supervisors. These meetings generate open dialogue on administrative and operational matters that provide opportunities for

continuous improvement innovation

- Supervisors are encouraged, and sponsored by Securiguard to complete certification in the American Society for Industrial Security (ASIS) Certified Protection Professional (CPP) accreditation security program.
- Tabletop Training Exercises will be regularly scheduled by the City of Vancouver Account Manager or his designate during which Site Supervisors and/or Shift Supervisors are active participants. These training exercises provide Shift Supervisors an opportunity to interact with other security and emergency planning stakeholders to improve their knowledge and skill sets in emergency response environments.
- Site/Shift Supervisors will conduct "team building" tabletop exercises with their respective personnel relating to safety and security emergency response mock scenarios. This exercise provides supervisors an opportunity to improve their Incident Command knowledge and improve leadership skill sets.

(g) How in practice do you attract and retain staff?

- How would you do this on this contract up to and beyond the year 2012?

Creative Approaches to Hiring and Retention

Recognizing that market volatility is likely to be a characteristic that defines the business environment for months and years to come, Securiguard has developed several creative approaches to hiring and retention:

- Guaranteeing flexible labour costs by utilizing full and part-time workers wherever possible, looking at labour solutions holistically in order to rapidly increase labour capabilities when only needed during short growth spurts.
- Hiring against job-switching by using three basic approaches: asking prospects individually to list their decision factors, asking our own top-performing employees in similar jobs to list their job switch factors, and asking newly hired top performers during on-boarding to list the decision factors they used.
- Practicing "green recruiting" – emphasizing our sustainability initiatives since greenness is often ranked in the top half of potential candidate's decision criteria, especially among college graduates.
- Continually examining and improving the candidate experience so that more in-demand candidates will engage with the application and screening process and stick with it until a final decision is made.
- Redesigning our on-boarding process to ensure that a large percentage of our new hires successfully reach their minimum level of expected productivity as rapidly as possible.
- Investing significantly in direct sourcing initiatives that help our organization identify, reach out to, engage, and convert only the candidates who we have determined are highly desirable. This approach has produced a smaller candidate pool, but it is comprised of higher quality talent.
- Leveraging job-seeking trends: In Vancouver specifically, job seekers turn to online sources and career agencies. Securiguard focuses our job search in these two areas. Working with various online advertising agencies (Craigslst, Kijiji, HRDC, LinkedIn, BC Jobs.ca, Hotjobs.ca, Jobboom.com, Working.com, Careerbuilder.ca) we are able to provide accurate and informative job postings outlining exactly what we expect of our candidates in terms of previous work experience, translatable skills and approach to their roles. We've established partnerships with various career-building centres around the Lower Mainland, including YMCA Employment Services, YWCA, Randstad, Multicultural Helping House Society, Alliance Française de Vancouver and the Justice Institute of B.C.

- How will you attract and retain managers, supervisors and technical staff?

Recruitment

Securiguard will incorporate the City of Vancouver's mission and values into the recruitment process, referring to and upholding the City's mission to create a great city of communities which cares about its people, its environment and the opportunities to live, work and prosper.

Efficient – Our multi-faceted process is designed to run quickly and efficiently: an ad can be placed and the vacancy filled within one week. By using up-to-the-minute mediums such as online advertisements, we can always ensure we have the required



advertisements running at any given time.

Effective – Using a multi-faceted system (phone interviews, group interviews, and online screenings) enables Securiguard to guarantee that all aspects of the recruitment process have been covered and that our assessment is well rounded and accurate.

Consistent – By asking questions that adhere to ISO-regulated procedures during phone and group interviews, Securiguard, and therefore the City of Vancouver, can be certain that each candidate proceeds through an identical screening process.

Compensation and Incentives

Securiguard offers an extensive compensation package to our managers, supervisors and technical staff. Through our comprehensive recruitment and screening process we have been very successful in hiring, mentoring, promoting and maintaining an engaged and high-performing management and supervisory workforce.

We know that an active and fully engaged workforce is one of the best measures of our success as an organization. Committed employees not only perform the duties of their job with more efficiency, but also are more inclined to meet challenges and develop a strong sense of pride and accomplishment in their work.

Our People & Culture department is dedicated to creating and developing the tools, training and incentives needed to fulfill the personal and professional needs of our employees. By developing initiatives that resonate with our employees we can ensure a more stable and successful workforce to meet the needs of our clients.

Securiguard's professional development opportunities linked with career planning are one of the most valued elements of our Leadership employment proposition.

Training

Training for our Leaders is both informal (coaching, mentoring, on-the-job, and shadowing) and formal (online, e-learning, instructor-led training classes), which allows us to address the different learning abilities of adult students.

One of the most important aspects of our training is our Leaders Orientation Day (held on Day One). This is the initial orientation program for all Leaders where pride in the Company and their roles is developed. Introduction to the non-negotiables and zero-tolerance issues, clarity of roles and responsibilities, definition of deliverables to our clients, and establishing accountability are the main focus.

Securiguard's WinTeam Resource Management software tracks our talent development carefully, including their technical expertise, and shows the growth potential of our Leaders. We will refine our training to incorporate the City's organizational culture and philosophies with our own, beginning with the Leaders Orientation Day.

Examples of Current Training Offered:

- Contract Manager and key roles: Leaders Orientation Day, Disney Institute, Walt Disney World Resort, Disney's Approach to Business Excellence, quarterly retreat/education day, as well as an annual education fund to further professional skills (\$4,000).
- Supervisors, Site supervisors– Leaders Orientation Day, Foundations of Leadership (5 sessions annually)
- Shift Supervisors – Leaders Orientation Day, 2 days of comprehensive classroom training annually, led by Contract Manager and Securiguard Corporate trainer

In addition to our effective traditional training, Securiguard will work with the City of Vancouver to incorporate all prescribed site training into performance and systems.

(h) Please provide details of any other staff incentive programs that you currently provide. How do you assess the effectiveness of these initiatives?

Securiguard Employee Retention & Incentives

For more than three decades, Securiguard has maintained a reputation in Western Canada's security community as the company to work for. This reputation allows us to pick and choose from the very best candidates working in the security industry today.

Once these candidates have been secured, it is of vital importance that they experience the level of employee care and quality of services that attracted them to Securiguard in the first place. Preferring to maintain employees for the long term, Securiguard has implemented a number of strategies through our Retention and Incentives Programs to groom our employees for personal and professional confidence, knowledge and continuous success in their career as well as a higher quality of life.



Securiguard employees can expect benefits and perks:

Competitive Wages	<ul style="list-style-type: none"> Securiguard offers competitive wages for our staff members
Lateral Movement and Promotion	<ul style="list-style-type: none"> Lateral movement and promotion into higher paid positions/prestige sites for employees who prove to be exceptional in their duties.
Continuous Training	<ul style="list-style-type: none"> Securiguard offers training courses for our employees that include: Securityhost, Non Violent Crisis Intervention, OFA Level 1, Report Writing to name a few
Job Specific Training	<ul style="list-style-type: none"> We offer OFA Level 2 to qualified personnel, allowing them to grow both their skills and career The extension of Supervisory Training to individuals within the company who show the potential for leadership.
Annual Barbeque	<ul style="list-style-type: none"> An Annual summer salmon BBQ for our employees and their families, where annual awards are presented in the categories of Outstanding Customer Service, Public Relations, Reliability
Mysecuriguard.com	<ul style="list-style-type: none"> Our employee web portal provides employees with up to date company information and communication including: job postings, training courses offered, charity initiatives, perks, benefits and much more
I Believe Award	<ul style="list-style-type: none"> Awarded by the President & CEO as warranted to the individual(s) who demonstrate a commitment to our core values: Respect, Accountability, Honesty, Creativity and Compassion
Health, Dental and Vision Care Benefits	<ul style="list-style-type: none"> Securiguard has a comprehensive health, dental and vision care plan for our employees and their families. The cost of this plan is split 50/50 with our employees. Our plan includes a drug card, allowing our employees to purchase prescriptions while only paying their portion
Life Insurance and Accidental Death & Dismemberment Insurance	<ul style="list-style-type: none"> Securiguard benefit plans includes Life Insurance and Accidental Death and Dismemberment Insurance.
Employee Assistance Program	<ul style="list-style-type: none"> Interest Free Loans to assist during difficult financial times or to allow for the purchase of work-related equipment
Retirement Savings Plan	<ul style="list-style-type: none"> Employees have the ability to contribute to a Retirement Savings Plan fund through payroll deduction
Marks Work Warehouse	<ul style="list-style-type: none"> 10% discount for our employees
Movie Ticket Discounts	<ul style="list-style-type: none"> Securiguard has partnered with Cineplex Odeon to get reduced ticket rates for our employees
Costco Membership	<ul style="list-style-type: none"> Employees can join Costco using our company membership
PNE Discount Passes	<ul style="list-style-type: none"> Securiguard Employees can enjoy discounted gate admission for the annual fair
Mobile Phone Plan Discounts	<ul style="list-style-type: none"> We've partnered with Rogers and Telus to bring employees the best deals on the market

(i) What qualifications, including professional security certifications, do your senior staff and operational management personnel hold? Please provide details.

For all Securiguard Services executives please refer to Appendix D where senior staff biographies are attached for your perusal, including their qualifications.

Securiguard Executive team includes:

Nigel Bullers – VP Operations

- American Society for Industrial Security (ASIS) Canadian Pacific Chapter
- International Association for Healthcare Security and Safety
- Vancouver Board of Trade
- The Building Managers and Owners Association

Mike Edwards – VP Business Development

- American Society for Industrial Security (ASIS) Canadian Pacific Chapter
- Commercial Helicopter Pilot Certification
- Senior Official BCSSA

Lorna Paddison – VP Corporate Services

- Quality Management System Lead Auditor
- American Society for Industrial Security (ASIS) Canadian Pacific Chapter
- Vancouver Board of Trade
- BOMA
- Administrative Professional Certification

Branko Bejo – General Manager, Vancouver Region

- Certified Protection Professional (CPP)
- American Society for Industrial Security (ASIS) Canadian Pacific Chapter
- Downtown Vancouver Business Improvement Association (DVBIA)
- Operation Cooperation – Maintenance and Security Committee
- Crime Prevention through Environmental Design (CPTED)
- Terrorism Awareness Seminar, Justice Institute of B.C.
- B.A. Simon Fraser University, Political Science

Jennifer Gee – Director, People & Culture

- B.A. Simon Fraser University, Bachelor of Arts, Political Science, Public Administration
- Disney Institutes Florida Campus – Approach to Quality Service

Stephen Hoffman – City of Vancouver Account Manager

- American Society for Industrial Security (ASIS) Certified Protection Professional
- Correctional Service Diploma
- Correctional Officer Certification

Eddy MacVeigh – City of Vancouver 2IC

- Physical Security Professional (PSP) Certified
- American Society for Industrial Security (ASIS) Canadian Pacific Chapter
- Vancouver Police Department, Operation Cooperation
- Explosives Detection Proficiency Exam and Certification as per IFRI/NFSTC standards
- Aviation Security Certification Program

Within our subcontractor group, senior staff and operational management hold various industry certifications including:

- Alarm Installation
- Panasonic iPro Certification
- Kantech Entrypass Corporate Edition
- Security Licences
- ASIS Certification-CPP & PSP
- Private Investigators
- Security Consultant
- Pelco Endura
- Milestone, Lenel Indigo, Cisco, Avigilon, Aerial Lift and Keyscan Certification

(j) What methods does your company adopt to respond to short-notice or out-of-hours requests for additional staff? Please provide details.

24 Hour-Customer Communication Centre

Securiguard's Customer Communication Centre (C3) is critical to successfully managing our manpower resources. From C3, Securiguard directs Security Officers, our mobile response units, and other emergency response agencies.

Securiguard assisted in the development of the widely used "WinTeam" Resource Management data base program. This revolutionary program allows our C3 operators to assess the availability of qualified security officers that not only are close to your locations but meet the City of Vancouver "profiled" coverage requirements. The Right People, the Right Training... dispatched to your location regardless of when Securiguard is notified.

Should the City of Vancouver's after hours or short notice request involve the need for our subcontractors to respond, C3 would immediately contact their 24 hour direct lines to arrange dispatch and assistance to your required location.

If the emergency required, your Contract/Account Manager would be notified according to your instructions.

In addition, Securiguard's Customer Communication Centre (C3) offers technology systems back up availability to the City of Vancouver, as our C3 center is capable of monitoring your video, alarm, and signal feeds in its hardened monitoring environment that is equipped with redundant technologies and a emergency stand-alone power system.

If the City so chooses, C3 Operators will also use remote cameras to verify alarms and events, and then follow client response and escalation protocols.

- From an administration and billing perspective, what constitutes 'short notice' for your organization or those of your subcontractors?

Short notice coverage is considered as less than four hours notice during business hours and all other times outside of regular Monday to Friday business hours. We look forward to discussing the City's own current parameters in more detail.

(k) Under what circumstances would you or your subcontractors propose to charge overtime on this contract? Please provide full details of all overtime rates.

Securiguard would only charge overtime only if the City of Vancouver specifically requested a security officer/ supervisor etc. to remain on duty after his/her 8 hour specified shift due to unforeseen conditions such as a police incident or emergency.

The same overtime charge would be true of any subcontractor involvement or when work may be required to be performed after regular business hours to minimize disruption to the day to day operation of the City of Vancouver; or when required testing/verification must be completed after hours.

Overtime rates for all services are charged out at 1.5 times the regular rate of services.

(l) Please provide details of your existing benefits coverage.

- What percentage of staff has this coverage? Please indicate eligibility requirements (waiting periods, hours required, etc.), any deductibles and any differences in coverage for respective staff groups.

Wellness Benefits

Benefits are consistent for security officers regardless of the client contract and site where they work. Additional benefits or extended coverage can be provided based on additional contributions from the City of Vancouver.

- Medical Coverage
- Dental Benefits
- Life Insurance
- Extended Health Insurance

Medical Coverage

The following are minimum benefits and are provided for all security officers at your City of Vancouver locations.

Coverage Area	Paid by: Insurance / Security Officer
Prescription Drugs	70% / 30%
Hospital	70% / 30%
Convalescent Hospital	70% / 30%
Travel Assistance	100% / Nil
Vision Care	100% / Nil
Out of Province	100% / Nil
All Other Eligible Benefits	70% / 30%

- Deductible Amount—Single: \$50.00 / Calendar Year, Family \$100.00 / Calendar Year
- Maximum Amount—Overall: \$1,000,000 lifetime for all charges

Dental Benefits

- Co-pay Amounts—Employee pays 50%, Company pays 50%
- Maximum Amount—Basic & Major Restoration: \$1,500 per calendar year
- Orthodontia—\$1,500 per natural life

Life Insurance

Basic Life Insurance	*Basic employee pays 100% All permanent full-time hourly employees: \$15,000
Accidental Death & Dismemberment Insurance	*Employee pays 100% All permanent full-time hourly employees: \$15,000

* This is paid for by the employee to ensure that the benefits are not taxable.

Extended Health Insurance

- Co-pay Amounts—Employee pays 50%, company pays 50%

Securiguard Services understands that there will be current City of Vancouver security team members who will wish to stay on with your contract. We welcome them joining our organization and participating in a smooth transition for all City of Vancouver stakeholders. These so identified security team members will immediately be added to our benefits package without any normal six months waiting period.

General Employment Benefits

In addition to specific wellness benefits, and recognition and reward programs, Securiguard provides a number of innovative motivational programs, including:

- Modified Work Program for WCB Services
- Funding Educational Improvement
- Interest Free Loans
- Employee Discounts
- Employee Suggestion Opportunities
- Career Advancement Support
- Community Involvement & Team Building

Funding Educational Improvement

Securiguard assists with tuition and fees for security officer who commit to improving their education. We recognize that our service improves as our officers enrich their job knowledge, skills, management and leadership development.

Interest Free Loans

Securiguard provides interest free loans to security officers suffering difficult financial times. Officers can also purchase bicycles, computers and PDAs through the company and repay them through payroll deductions with no interest or carrying charges.

Employee Discounts

We have leveraged our purchasing power for our security officers by obtaining employee discounts at the following:

- Costco
- Fitness centres
- Auto repairs shops
- Clothiers; e.g. 10% Moore's for Men
- Outdoor outfitters; e.g. 10% 3 Vets Clothing



- Restaurants

Security Officer Suggestions—Dial TIPS

Securiguard officers make suggestions that improve our clients' and our business. One such suggestion, a logistical improvement, saved our client thousands of dollars each year.

We've formalized employee suggestions into a TIPS program, a voice mail suggestion box answered by the President.

To promote the TIPS program we give away numerous prizes such as television sets, \$1000 tax free and sporting event tickets.

To further encourage suggestions, management at all levels supports an open door policy and encourages all employees with any ideas, suggestions, or concerns to bring them forward.

Career Path through Advancement

We're continually growing Securiguard's business by securing large and diverse service contracts.

As a result, we provide our security officers opportunities for advancement, both in responsibility and in compensation as we bring on new accounts.

An equally important form of advancement is promotion within a particular Securiguard client account. We promote our officers who have demonstrated performance, initiative and drive.

Community Involvement & Team Building

Led by our care committee, Securiguard fully participates in many charities and client-based events. It's our local participation that builds a sense of belonging to the community, for our security officers and clients alike. Examples include:

- Rotary Club's annual ride to Harrison Hot Springs
- BC Children's Hospital Telethon
- United Way fundraising
- Additionally, we recognize the importance of our officers working together, and the value that brings to our clients protection programs. As a result we invest in teamwork activities among our security officers, examples include:
- White Water Rafting
- Go-Cart racing events
- Team building seminars

Modified Work Program for WCB Services

We're committed to developing and maintaining a safety and health work environment. Our goal is to return injured employees to the workplace and assist them in maximizing their full potential at Securiguard.

In keeping with this goal, we've implemented a formal Modified Work Program. We facilitate the rehabilitation process by making every reasonable effort to provide the following:

Suitable employment	Provided to any employee unable to perform his or her duties because of a work-related injury
Timely medical intervention	Results in better care & faster recovery, with fewer recurrences of injuries

Daily communication

Daily communication with the injured employee & regular communication with medical service providers & WCB personnel to ensure employee comfort and the smooth operation of the WCB program on the employee's behalf

(m) Please provide details of any collective agreements currently in place, including expiry dates. (Note - legal will incorporate clause re industrial action.)

For this City of Vancouver opportunity, all of your assigned Securiguard staff will be non-union.

Current Securiguard collective agreements include:

- YVR Core-International Association of Machinists and Aerospace Workers
Transportation District Lodge 140 (local lodge 16)
July 1/08 – Sept. 30/13

Current Westguard (sister company) collective agreements for select clients include:

- Teamsters Local # 213
June of 2012

10.3 - Training

(a) Who has responsibility for training delivery within your organization? What training experience, qualifications and background do they possess?

Responsibility for Securiguard training delivery falls under our People & Culture Division led by Jennifer Gee. Under Jennifer's direct leadership, Yaniv Enoch, our Chief Trainer, ensures the quality and delivery of training through our head office and branches, meeting the provincial standards set under the Security Act legislation. All certified course exams including BST and AST are overseen and approved by the Justice Institute of British Columbia and the Solicitor General's office.

The training experience, qualifications and background of Jennifer Gee and Yaniv Enoch are referenced in their resumes, attached in Appendix D.

Yaniv Enoch is an expert in the field of tactical training with more than 15 years of training experience. He has trained personnel in governments and private companies from around the world, and taught trainees from every continent.

Yaniv developed his experience with the **IMI Academy for Counterterrorism**. IMI (www.imi-israel.com) is owned by the Government of Israel and is a worldwide leader in specialized training and projects in the fields of protective services, homeland security, military and law enforcement. As an instructor at IMI, Yaniv regularly created courses and trained individuals from local and foreign government agencies, as well as private enterprises.

Having trained military and law enforcement personnel for almost two decades, Yaniv is aware that the security threats and training needs of each group vary considerably. He is an expert in creating specialized courses and adapting curricula to the specific needs and experience of each group. As a seasoned instructor, Yaniv is also committed to ensuring the highest standards of safety for his trainees.

New to Securiguard, Yaniv will be our resident Basic Security Trainer and will be teaching the following classes in 2012:

- Advanced Protective Services Procedures
- Anti-Terror Theory: Terrorist Incidents and Response, Hostage Situations, Evacuation, Crowd Control
- General Protective Services Planning and Training for Critical Infrastructure

- Predictive Profiling (Basic and Advanced)
- Executive, Dignitary and Diplomatic Protection

The following organizations have utilized Yaniv's training:

- Prime Minister and Presidential Security details for various European, Asian and African nations
- 2008 Beijing Olympic Protective Services
- Police Emergency Response Team (ERT) members from Japan, USA, Canada, India
- Border and Transportation Security
- Oil Route Security
- Dignitary and Diplomatic Protection Officers from around the world
- National Banks
- National Universities
- Foreign Governments and Private Businesses
- Israeli Ministry of Defence

(b) Please provide details of all training that you provide to security staff, including Security Training (BST) and Advanced Security Training (AST), supervisory and ongoing training.

Basic Standards Training

Basic Standard Training (BST) is the mandatory training course for security professionals and must be completed at a government-approved training school. A 40-hour course, it consists of segments for which specific learning objectives have been identified.

These segments are:

Course Introduction

- Introduction to Private Security
- Legal Issues
- Documentation
- Personal Safety

To qualify for a certificate, participants must attend all training sessions (or complete the online version of this course) and successfully complete the learner assessment activities.

Course Requirements

To successfully complete this course, you must:

- Complete the course
- Complete all group and individual exercises in the course.
- Pass the exam

Learning Objectives

By the end of this course, you will have met the following course objectives:

Introduction to Private Security

- Define "professional" and explain the standards of professional conduct for security professionals (SPs).
- Define "ethics" and explain its importance in the security profession.
- Give examples of ethical and unethical behaviour on the part of SPs.
- Define "customer service" and explain its importance in the security profession.
- Describe the difference between private security and the police.
- List the types of jobs that SPs could do.
- List the basic duties of SPs.
- List the types of incidents to which SPs might have to respond.
- Explain the basic steps in responding to incidents.
- Explain the guidelines for incident scene protection.
- Describe the role of emergency services and regulatory agencies.
- Explain the authority of emergency services and regulatory agency personnel on private property.

Legal Issues

- Define "law" and state the function of law.
- List the federal and provincial laws that provide a legal framework for SP duties and powers.
- Explain the purpose of the Canadian Charter of Rights and Freedoms.
- Explain the SP's responsibilities and limitations under the Charter.
- Explain the impact of human rights legislation on the SP's performance of his or her duties.
- Define key terms used in reference to criminal offences.
- Identify the essential elements of common offences.
- Explain the provisions of the Security Services Act and Security Services Regulation that have a direct impact on SPs.
- Identify other legislation that have a direct impact on SPs.
- Describe the SP's powers and limitations under the law.

Documentation

- Explain the benefits of an SP's notebook.
- Explain the guidelines for effective note-taking.
- State the rules for maintaining a notebook.
- List the parties who may access an SP's notebook.
- Explain how an SP's notebook may be used in court.
- Write effective notes about an incident.
- Explain the purpose of a report.
- List the instances when a report must be written.
- Describe the characteristics of an effective report.
- Describe the report-writing process.

- Write an effective report.

Personal Safety

- Define "safety."
- Describe the elements of a safe interview stance.
- Describe the various relative positions that could be used in an encounter.
- Explain the importance of continuous assessment.
- Define "tactical communication."
- State the goal and benefits of tactical communication.
- Explain how tactical communication fits in the National Use of Force Model.
- Apply three major tactical communication strategies.
- Describe the desired outcome of tactical communication.
- List personal safety strategies.

Advanced Security Training

Prerequisite:

Individuals holding a security worker license who are required to carry and use handcuffs in the performance of their duties must add this condition to their Security Worker license through the Registrar, Security Services Act.

In order to obtain this condition, individuals must successfully complete the 24-hour Advanced Security Training (AST) course provided by an AST certified instructor approved by the Justice Institute of British Columbia.

Approved Advanced Security Training Instructors are required to follow the training standards for the security industry as outlined in the Security Services Act.

This requisite course is 24-hours and focus on:

Course Objectives:

- Security Services Act & Regulations
- Advanced Force Options Theory
- Introduction to Control Tactics
- Application of Restraints
- Excited Delirium & Positional Asphyxia
- Reporting & Documentation

Course Syllabus:

- Introduction to The Course
- Security Services Act and Regulations
- Advanced Force response Options Theory
- Introduction to Control Tactics
- Application of Restraints

- Excited Delirium Syndrome and Positional Asphyxia
- Reporting and Documentation

Supervisory and Ongoing Training

In addition to the above required BST and AST certifications, Securiguard offers many courses to its security officers and supervisors as detailed below.

Customer Service Focus

Tourism British Columbia has recognized us as a "SuperHost" Business, and The Proponent has further developed this standard for the security industry, trade marking the "SecurityHost" name. Our Chief Trainer and customer service specialist, Yaniv Enoch, is a Tourism British Columbia certified SuperHost Instructor.

Culture of World-Class Service the Disney way

Integrating employees into our culture requires training and building in reinforcement mechanisms to put what is learned into practice.

Ongoing education enhances skills and knowledge as well as further engaging the existing team. Securiguard looks to world-class organizations such as Walt Disney Resorts and duplicates some of the methods they use in employing informal training methods such as job rotation, in-the-moment coaching, culture-based training and lateral movement, which can benefit high-performing individuals by enhancing their knowledge and experience.

Both the lead account manager and the second in command 21c will attend the Disney Institute's leadership training session (5 days). Securiguard believes in providing the best foundation for our Leaders. During the 5 day immersive course, our Leaders learn the concepts, acquire the tools and will be empowered to be creative in efforts to build, inspire and motivate their teams. They will learn to develop a leadership vision that inspires dedication and commitment among employees. And they will also learn to develop an organizational culture that supports consistent delivery of exceptional quality service.

Our Leaders will learn additional concepts and acquire additional empowering tools to be creative in efforts to build, inspire and motivate their teams. They will learn to develop a leadership vision that inspires dedication and commitment among employees. And they also will learn to develop an organizational culture that supports consistent delivery of exceptional quality service.

By participating in this course, the Leaders for the City of Vancouver contract will learn more about the five most powerful lessons in business – inspiring creativity, leadership excellence, people management, quality service and brand loyalty. These universal assets of successful business are the links in the renowned "Chain of Excellence" that forge an enduring bond among inspired leaders, motivated employees and satisfied customers.

The best time for a leader to take this course is at the start of a new contract so that the material is fresh, relevant and can be implemented with the work force.

In-House Training

- | | |
|--------------------------|---|
| • Adult CPR | • Canine Patrol |
| • Drug Awareness | • First Aid |
| • Powers of Arrest | • Bike Patrol Skills and Tactics |
| • Bomb Search Procedures | • General and Tactical Communication Skills |
| • Crowd Management | • Report Writing Skills |
| • Conflict Resolution | • Ethnic Diversity |
| • Disability Awareness | • WHMIS |
| • Fire and Life Safety | • Physical Security |
| • Building Operations | • Building Maintenance |

- Tenant Services
- Workplace Harassment
- Robbery Prevention
- Mobile Patrol Tactics
- Access Control
- Traffic Control
- CCTV Monitoring
- First Aid – OFA 1-2-3, CPR-A, CPR-C, AED
- Security Supervisor
- Retail Loss Prevention
- Community Foot Patrol Volunteers
- SecurityHost™
- Dispatcher Duties
- Property Inspections for Criminal Activities
(i.e., Grow Operations and Clandestine Laboratories)

Securiguard Training Program

Newly hired Securiguard employees attend a three-day, customized private training program at Securiguard's exclusive training facility at our Vancouver head office.

Securiguard has developed a three-step training program that enhances each employee's strengths while coaching and training to potential weaknesses. In this way we are able to establish a well-rounded team of security experts with the skills to handle daily activities efficiently and to react quickly and effectively to any unexpected safety and security situations.

In assuming responsibility for existing security personnel at the City of Vancouver sites, Securiguard will retain qualified, certified, security guards and will further assess them through a two-day training orientation. Throughout the transition, Securiguard will monitor staffing levels and abilities to determine whether additional hires may be required. Any new employees hired will be enrolled in the full three-day program.

Step 1 – On-boarding and Orientation – Corporate Training

Upon hiring, each transitioning employee will be placed into a Securiguard Orientation group. This two-day course is required for every Securiguard employee. Day 1 is designed to be a general corporate and customer service overview, while Day 2 is a site specific interactive component designed for new hires.

Outline: On-boarding and Orientation

Day 1 & 2: General Overview

- Completion of paperwork
- Introduction to Securiguard – history, core values
- Introduction to the City of Vancouver – vision, mission, expectations, and core values (what are they and how do we meet and exceed them?)
- Setting up for Success: What Every Employee Needs to Know – includes how to navigate employee intranet site mysecuriguard.com and eHub Communication Portal, and information about day off requests, uniform care, job postings, training opportunities, employee support services, etc.
- Uniform fitting and employee registry
- SecuriHost training – a four-hour course which covers exceeding client expectations, maximizing service opportunities, first impressions, effective conversation skills, managing complaints, listening skills and attitude as a key component of service delivery
- Soft Profiling – Security & Service awareness training (full day)
- High Level security training meets High Customer service training – how customer awareness leads to improved security presence and improved customer satisfaction.
- Use of active offer behaviour to increase awareness of behaviour patterns to identify those with malicious intent, while improving customer service to regular passengers.

Day 3: Site Specific Overview (for new hires only)

- Manager meet and greet
- City of Vancouver (enhanced site specific training) – vision, mission, expectations and core values
- The role of the security guard at City of Vancouver sites
- Site layout training

Step 2 – Recurrent and Ongoing Training

All security guards will be advised upon hire that ongoing training is mandatory, and that Securiguard will make every effort to ensure that training meets not only our clients' needs but also employee needs. Ongoing training could be as simple as a demonstration on site, or full/enhanced training scheduled through Securiguard's Centre for Advanced Training facility.

Any security guards who have demonstrated gaps in performance will be flagged immediately by the Field Supervisory team and retraining will be scheduled accordingly as soon as possible once full schedule coverage can be secured.

Step 3 – Career Advancement Training

Security personnel who show exemplary behaviour and ability to perform tasks above expectations will be invited to participate in our Career Advancement training. This training is established for any employee who wishes to advance in their career and includes courses on: Interview Techniques, Supervisory Training Level 1 and Level 2, and opportunities to develop leadership skills within our Management Training Program "Foundations of Leadership".

Training Cost Management

Securiguard will conduct all employee training out of our Centre for Advanced Training at our Vancouver head office.

At the Centre, Securiguard is able to provide comprehensive training for more than 25 students at a time using state-of-the-art audio-visual equipment. Securiguard training resources will be reused on a class-by-class basis and will be available online at mysecuriguard.com for employee referral.

Test and Assessment Integrity

Securiguard believes in delivering consistent and regulated assessments and testing to all security personnel. Any test that our security guards complete will be entered into our WinTeam scheduling and personnel management database so we can monitor results, trends and certification expiries.

Site Specific Training

In addition to the basic training and optional training available to our personnel, Securiguard provides an intensive on-site training component. We have found the most successful combination of resource preparation and training procedure to be the following:

Step 1 – Before the contract begins, head office staff (account manager, duty manager and field support) collect all the site policies and procedures (if client has not prepared elements, Securiguard adopts the best practices approach until one is provided by the client). A training package is created that includes pre- and post-examinations and a training checklist.

Step 2 – A train-the-trainer session takes place where the site designated trainer (usually the site supervisor) is trained by account manager alongside the duty manager and field support.

Step 3 – Site staff are trained before their first official shift. All staff will have to complete a final examination and receive a minimum of 85% to work on the site. In addition, annual recertification must take place with the same minimum of 85% to continue to work on the site.

Supervisor Training

We recognize that well-trained supervisors are crucial to the success of your business plan. We have therefore developed a customized training program that equips supervisors with the skills to effectively manage staff, to provide superior service to your customers, and to partner with the City of Vancouver.

We consider supervisory training an ongoing process, beginning with our basic training program where we lay the foundation for our future supervisors. We follow this with specialized supervisor courses, including a five-day modular supervisory and leadership program. It is our goal to register this program with the Open Learning Institute to help our employees earn credits that can be applied to a certificate or degree program.

- Performance Appraisal and Coaching
- Building Highly Motivated High Performance Teams
- Feedback on the Job
- Communication Skills
- Diversity Training

To augment this formal training, veteran supervisors provide extensive mentoring to supervisor candidates, who, through this process, hone their skills in preparation to work as a supervisor. Training continues even after candidates become supervisors. Indeed, supervisors from various sites meet regularly to train, share ideas and exchange "best practices," which they implement at their respective sites, ensuring that our clients receive leading edge service.

- What training do you or your subcontractors currently provide/arrange for specialist/technical/Information Technology (I.T.)? Please indicate which courses/ sessions are internal and which are contracted externally.

Securiguard and our subcontractors take all I.T. and technical training seriously. For that reason we rely on accredited learning institutes such as BCIT to provide this highly specialized training. In addition to these diploma/certified courses, our technicians attend supplier sponsored (Pelco, Panasonic, Sony, Keyscan, DSC, Avigilon CCTV and Physical Security Network) training sessions on a regular bases to ensure the City of Vancouver's product and installation satisfaction.

(c) How do you ensure that managers stay up to date on industry developments and innovations?

Securiguard Service ensures all executives and account managers stay up to date with industry developments and innovations by enrolling them in the Pacific Chapter, ASIS and sponsoring attendance at all chapter luncheon meetings and presentations. We encourage and finance all ASIS CPP class enrolment and exam applications by interested managers and executives not accredited. Securiguard executive/management members attend the ASIS annual North American AGM convention each year.

Securiguard is active member of Operation Cooperation, Vancouver Hotel Security Association, DVBA, BOMA, Vancouver Board of Trade, American Society for Industrial Security, Port Security Stakeholders, and Project Griffin, and has a strong working relationship with the Vancouver Police Department. We are also members and attendees of the International Association for Healthcare Security & Safety (IAHSS), Downtown Vancouver Business Improvement Association, Retail Council of BC, Tradeshows and Webinars, and subscribe to all key industry security magazines/publications.

In addition, our management team taps into downtown crime statistics through CRIMECAST which indicates areas of high crime as compared to national and province wide averages. This enables us to adopt innovative techniques and strategies to assist our Vancouver clients in reducing crime risk at their locations.

Based on our services for EasyPark Lot 31, we have included an example of how this valuable data is presented in Appendix F.

(d) How would you ensure that sub-contractors and their staff were trained to an appropriate level to meet the needs of the City of Vancouver?

We will ensure that our subcontractors and their staff are trained to the City of Vancouver's designated levels and our own through Securiguard's ISO Quality Management System and Integrated Management System of "continuous improvement" using established Key Performance Indicators and monthly Executive Oversight meetings with subcontractor management.

10.4 - Contract Management

(a) Who do you propose to appoint as Contract Manager to lead this contract for you? What experience and qualifications does this person hold? Please provide a full resume.

Securiguard proposes to appoint Stephen Hoffman, CPP to lead the City of Vancouver contract as our City of Vancouver Account Manager/Contract Manager.

Stephen has international experience in Investigation, Security Consulting and Operations as well as eight years experience with Vancouver Coastal Health Authority as their Security Manager.

Other related work experience includes:

- Director, Interior Investigations-Okanagan
- Operations Manager, Provident Security-Vancouver
- Manager, Field Operations, Paladin Security, Vancouver

Education:

- American Society for Industrial Security (ASIS) Certified Protection Professional (CPP)
- Correctional Service Diploma
- Correctional Officer Certification

Certification/Courses:

- Licensed Private Investigator
- Licensed Security Consultant
- Non-Violent Crisis Intervention Certified
- Advanced Defensive Techniques Certified
- Chemical Hazard & Emergency Response Certified
- Reid Technique of Interviewing & Interrogation Certified
- Risk and Vulnerability Assessment Certified

Most recently Stephen worked with the United Arab Emirates governing body operating as their contracted Security Consultant, Investigations and Close Protection specialist. He brings the City of Vancouver proven leadership within a high-profile stressful environment and is ASIS board-certified in Security Management.

A copy of Stephen's full resume is attached in Appendix D.

Note - While we are confident in Stephen's ability to lead the City of Vancouver's Integrated Security program, we fully understand how important it is to you and your stakeholders to maintain continuity. We are therefore also open to offering this critical City of Vancouver Account/Contract Management position to your current position holder or another person of your choosing. Whatever option you select, your Account/Contract Manager will have our full support in achieving service excellence beginning with the backing of our Executive team.

Securiguard's Executive team consists of:

- Nigel Bullers - VP Operations
- Mike Edwards - VP Business Development
- Lorna Paddison -VP Corporate Culture and Services
- Sam Ciacco - VP Finance

- Branko Bejo – General Manager, Executive Sponsor
- Jennifer Gee – Director, People & Culture

This knowledgeable and creative executive team will directly support and assist Stephen Hoffman or a person of your choice, through our Executive Oversight Program on a regular basis. Our General Manager, Branko Bejo, BA, CPP, will initiate quarterly executive reviews with your City of Vancouver Internal Contract Manager to ensure satisfaction as well as deal with high level planning.

- Will the Contract Manager hold any responsibilities outside this contract, either at Head Office or with other clients?

Securiguards's City of Vancouver Account/Contract Manager will be fully dedicated to your account and its stakeholders and as such hold no other positions at head office or with other clients.

(b) How would you propose to manage operations across this contract?

Please indicate the respective roles to be played by:

- (i) Contract management
- (ii) Operational management
- (iii) Field management. Who will do what?

Account/Contract Manager

The City of Vancouver Account/Contract Manager and their second-in-command (2IC) will be responsible for the complete day to day operation and long term planning of your integrated security program. They will be directly accountable to your City of Vancouver security management team and all mutually agreed deliverables/KPI under our Executive Oversight Program.

21C Account/Contract Manager

Securiguard proposes an innovative contract management approach with the implementation of a City of Vancouver - 21C Account/Contract Manager team consisting of Stephen Hoffman (or a person of the City's choosing) assisted by Eddy MacVeigh, current manager of the City's EasyPark contract.

Eddy MacVeigh has a proven City of Vancouver stakeholder record of quality service in the security industry, including substantially reducing security threats and risks at EasyPark's high profile downtown facilities for many years. The addition of Eddy MacVeigh will to the Account Management team will ensure continuity for the City of Vancouver within EasyPark's high risk facilities.

Operational Management

Securiguard's operational management team will take direction from your City of Vancouver Account/Contract Manager or 21C and will be held accountable to assist and support in the delivery of services to the city. They will support the Account/Contract Management team in dealing with:

- Recruitment
- Training
- Uniforming
- Equipment
- Compliance Tracking
- Scheduling
- Accounts Receivables/Financials
- Emergency Deployment

- Sourcing

Field Management

- Quality Assurance Audits
- Training
- Uniforming
- Equipment
- Support
- Emergency Deployment

Securiguard's lead Account/Contract Manager will hold monthly meetings with our onsite Securiguard team and your City of Vancouver contract manager. By reviewing critical monthly data and trends, an implementation strategy to counter areas of concern will be acted upon to ensure success. Besides these monthly meetings, your assigned Securiguard Account/Contract Manager will continue to work closely with City of Vancouver security management on a daily basis and be available 24 x 7 via Blackberry.

Securiguard Services successful management of operations begins with and is based on our core values. Each Securiguard security officer, supervisor and manager is accountable to operating according to these values at all times. With this basis of understanding, we will successfully deliver integrated security protection to the City of Vancouver in a manner congruent with your expectations.

Our overall values are communicated through:

- Strategic Purpose
- Management Style
- Integrated Management System

Strategic Purpose

Item	Description
Vision	To "wow" customers with our uniformed security guard services through specialized training and exceptional customer service.
Mission	Making People Feel Safe
Core Values	<ul style="list-style-type: none"> • Respect; consideration for the dignity, rights, beliefs, and property of others • Accountability to our clients, our staff, and to Securiguard • Creativity; innovation and imagination to exceed customer expectations • Compassion; demonstrating care and sensitivity • Honesty; truthful in character, integrity and behaviour

Management Style

We use a management style to motivate and empower individuals and groups to greater ownership, participation, dedication and higher standards of performance.

We seek key skills such as the ability to coach or mentor; develop teams; mediate; and set goals. This may include permanent or temporary transferring of staff to meet business objectives.

Through this management style we're better positioned to:

- Achieve customer goals
- Resolve conflicts
- Escalate customer issues quickly & appropriately
- Work in cross functional teams
- Create competitive business solutions

Integrated Management System

By integrating management systems the City of Vancouver will benefit from higher protection levels at lower total costs to its stakeholders and citizens well into the future.

Integration includes management processes and technology systems that benefit customers in the following activities:

- Electronic security management from our C3 facility (Customer Communication Centre)
- Logistical support
- Document development & control
- Training
- Internal audits
- Management reviews
- Corrective actions
- Preventative actions

(c) In addition to the Contract Manager, please identify the prospective post-holders for other key roles and enclose their resumes, clearly outlining their experience and qualifications.

Securiguard proposes to bring forward Joe Valerio and Michael Kent to play key site supervisory roles for the City of Vancouver. Their experience and qualifications are as follows:

Joe Valerio

Experience:

- EasyPark Security Supervisor
- Field Support Supervisor
- Mobile Patrol Supervisor
- Account Manager
- Transport Canada Port Screener

Qualifications:

- Advanced Private Security Professional Diploma
- BST Certification

- OFA 1
- CATSA Screening Certification
- RCMP K9 Handler Certification

Michael Kent

Experience:

- Field Support Supervisor
- Olympic Village - Construction Site Security Manager
- Senior Bank Supervisor
- Canadian Armed Forces - Class C

Qualifications:

- BST
- WHIMIS
- Safety & Health in Arts Production
- OFA 2
- Possession and Acquisition License (PAL)

Copies of their resumes detailing their full experience and qualifications are attached in Appendix D.

(d) What levels of autonomy do you envisage the Contract Manager and, if appropriate, subordinate staff holding in respect of this contract? What financial authority might they hold?

Securiguard's City of Vancouver Account/Contract manager will have full autonomy on all operational matters and have full financial authority within the boundaries of the contract and Securiguard policies/procedures.

All subordinate staff assigned to your contract will report to and take direction solely from Securiguard's City of Vancouver Account/Contract Manager.

- What decisions might need to be referred back to your head office?

The City of Vancouver Account/Contract Manager will report to the Executive Sponsor or Executive team on contractual matters only.

(e) What level of management authority will the Prime Contractor have over sub-contractors/ consortium members?

Securiguard's City of Vancouver Account/Contract manager will have full authority over any and all sub-contractors used through our Executive Oversight, ISO Quality Assurance and SLA's or KPI's.

- How will operational and service delivery decisions be made?

Securiguard will ensure operational and service delivery decisions are made through our Executive Oversight Review process and weekly operational meetings according to our Facilitative Management Programs. The City's security management team will be consulted on and/or apprised of all major situations or decisions.

(f) How would you seek to maintain management continuity on this contract?

We understand the importance of management continuity to the City of Vancouver and its stakeholder. Securiguard welcomes the opportunity to recruit/hire your current Contract Manager if that is an option the City wishes to entertain.

If this option is not feasible to the City of Vancouver, we are confident our proposed designated Account/Contract Manager and his 2IC will maintain management continuity throughout the lifetime of the contract. Adding the 2IC ensures the City's requirements are understood and backed up through this key position. This team will be involved with all decisions concerning the City of Vancouver integrated security account and hold weekly operational meetings accordingly.

In addition, our quarterly scheduled Executive Oversight Review process will ensure that the City of Vancouver and its stakeholders are involved in the continuity of the security program.

(g) Which key staff on this contract will be salaried? Describe the remuneration level of these individuals, ideally indicating a salary range and outlining likely benefits and incentives.

Securiguard as your Prime Contractor has projected two positions within the City of Vancouver contract to be salary based. These are Securiguard's Contract/Account Manager and 2 IC positions.

We have based the salary of Securiguard's Contract/Account Manager in the \$75,000 to \$100,000 range dependant on his or her experience and qualifications. While we are confident in our selection of Stephen Hoffman as our Contract/Account Manager, we understand the importance of maintaining continuity for the City of Vancouver stakeholders and its security program. Securiguard welcomes the opportunity to enter into negotiate with your current Contract/Account Manager or another person of your choosing.

Our Contract/Account Manager for the City of Vancouver will receive all the benefits outlined on page 47 of this RFP as well as his or hers participation in our executive pension plan.

The Securiguard City of Vancouver 2 IC position salary range will be from \$50,000 to \$65,000 and they will participate in all benefits as outlined on page 47.

Incentive programs for each of these Securiguard positions will be performance and KPI based.

10.5 - Communication and Reporting

(a) How would you propose communicating with the City on this contract with regard to:

(i) strategic and (ii) operational matters?

Strategic Matters

For the City of Vancouver, Securiguard plans to communicate/discuss strategic matters through our Executive Oversight Program on a set quarterly meeting schedule or as situations require.

The Executive Oversight Account Management Program is one of Securiguard's key differentiators within the Canadian Security Services marketplace.

This program was developed with two objectives in mind:

- 1) To ensure that we actively promote a "customer first" culture, and
- 2) To work proactively with clients to build partnerships that help both parties manage the security function in a creative way using systems and processes designed to improve efficiencies.

We have built a program that ensures accountability that begins with the officers on site and ends with the Senior Executive Team within our organization. By setting both monthly and quarterly reviews with each of our client partners we build a strong knowledge base and the trust that is needed to proactively manage and deliver the services that we have been contracted to perform.

Under this program, our assigned account manager will meet at a minimum of once a month with the City's designated representative to review Quality of services and Delivery of those services.

The quarterly meetings have a set agenda and a business review PowerPoint presentation is delivered to the designated account contact one week prior to each meeting. Securiguard will develop and publish an online action log that can be reviewed by both partners before and after each review.

Securiguard's account management team will continually monitor and report to our Executive after each monthly meeting, and a Securiguard Senior management team will be in attendance at every quarterly review.

Initially both organizations will review, but not be limited to, the three key categories of Pricing, Quality of Service and Service Delivery, and can expand on other evaluation criteria during or after the transition phase.

This program has been developed to provide both Securiguard and our clients with the information and tools necessary to maintain a solid partnership within the framework of the Quarterly Business Review.

Operational Matters

Operational matters will be communicated and discussed through weekly and monthly meetings with the City of Vancouver's representative and as/when required. In addition, Securiguard's proposed software database will electronically report all operational matters to the City's representative and any other persons the City of Vancouver wishes to receive them.

(b) What is the communications mechanism for 24/7 contact between your organization (as Prime Contractor), your subcontractors and the City of Vancouver?

- What specific arrangements will exist for contact outside normal business hours?

Securiguard's designated City of Vancouver Account/Contract Manager and their 2IC will be your contact during normal business hours or as a situation requires. Securiguard maintains a 24-hour C3 Customer Communication Centre which acts as the single point of contact after hours or as you require.

Securiguard has strong, long standing relationships/alliances with the subcontractors listed in our proposal which support immediate response to and compliance with client needs. As the City's Prime Contractor, Securiguard will ensure that all required subcontractors are available 24/7 through their communications centre or via cell phone.

(c) What is the nature and frequency of the formal meetings that you currently envisage on this contract?

During the Transition-In Planning, Securiguard envisions having weekly milestone meetings. Once the Phase-In process is successfully completed, we suggest moving to monthly meetings for the first three months. Once this three month period is completed, we will continue with monthly meetings under our regular management process and regulated quarterly meetings will be held under our Executive Oversight Program.

These meetings will be arranged for discussion of all KPIs and deliverables during the Transition-In Phase and throughout the contract.

(d) What types of reports do you currently provide for clients?

Securiguard currently provides the following reports for all its clients:

- Security Occurrence Reports
- Daily Reports
- Mobile Patrol/Alarm Reports
- Weekly/Monthly statistical reports
- Safety Risk/Deficiency Reports

- What written and/or electronic reports/statistics would you intend to provide on this contract and with what regularity?

Securiguard will provide the City of Vancouver with electronic reporting through our proprietary software database which can include email fan-out to various stakeholders. We welcome using any current City of Vancouver data gathering software or

incident management systems in tandem with our customizable software. Our integrated management approach to prime contractor and subcontractor services will be tracked and measured through a combination of the below software.

- Filemaker-Customizable Data Tracking
- Nero- "Go Green" Fleet Management
- Securitrak-GPS Accountability Technology
- eHub-Web Based Customer Portal

Reporting intended for this contract will include:

- Work Orders
- Mobile Patrol and Alarm Reports
- Investigation Reports as and when required
- Shift Pass-on Reports
- Weekly/Monthly statistical reports as required
- e911 dispatch reports when required
- Security Occurrence Reports
- Daily Reports
- Tasking Matrix
- Invoicing with IN TIME verification schedules

Filemaker is the primary intelligence gathering, data sharing and communication hub for all things security related. Compatible with Microsoft Word, Excel and Adobe Acrobat, Filemaker allows our clients the ability to obtain tailored, high-level reports on the performance of security systems against specified targets and recognized threats.

The 3 Foremost Features of Filemaker are as follows:

- A centralized dashboard of all security-related activity
- A flexible search engine that can be customized to your needs
- The capability to analyze real-time data and make informed decisions

Filemaker's graphic-based interface allows the user to quickly determine the status of site security, officer performance and common trends. Dashboard indicators provide a snapshot overview of monthly statistics and can quickly be modified based on our client's needs

Capabilities:

- Review site post-orders and make updates
- Receive automated email acknowledgements whenever changes are made in the system
- Identify patterns through easy-to-generate reports that reinforce security initiatives
- Monthly Performance Reports against assigned KPI's
- Track criminal activity/property offenders and easily consolidate data for legal proceedings
- Request new work and specify guard requirements
- Automate visitor sign-in and logging
- Automate reception call logging

Features:

- Store scanned documents and pictures with the respective electronic files
- Compatible with Excel, Word, Adobe Acrobat
- Reduces paper waste through electronically created forms

An example of how this data tracking system has worked successfully to reduce crime in the downtown core of Vancouver with our client EasyPark is shown in Appendix F in reference to Lot 31 located at 160 Water Street.



"Securitrak"- Accountability Technology

Securiguard is setting the standard in High Tech Security with the introduction of our high tech "Securitrak" Accountability system.

This proven security officer and mobile management tracking system ensures the City of Vancouver "Real-Time" data and accountability from this web based program. You can even receive instant security or safety alerts to your Blackberry at any time 24/7!

This comprehensive system includes features such as live location monitoring and "exception" reporting capabilities. When integrated into our C3, our 24 hour customer service centre, Win-Team resource management system, we are instantly alerted to any missed location checks, which then allows us to direct your on site staff to the missed location. This gives Securiguard the ability to alert your officer "on duty" and have them respond as required.

Our field tested Securitrak system is a proven tool that Securiguard is employing to ensure the City of Vancouver and its stakeholder's accountability, improve service and productivity standards are maintained.

Corporate security managers demand accountability, and the Securitrak system delivers! Features such as web based secure log on and automatic log reporting provides quality assurance, unrivalled account detail and assist you in mitigating any safety risks within your many city locations.



Security officer productivity monitoring using our GPS Tracking System

Using Bluetooth wireless technology as well as low frequency GPS, Securiguard has developed software that is capable of monitoring the precise locations of all your on site security officers. In the event of a security officer has been motionless for a selectable period, an automated text message will be relayed to his device alerting him. Should the security officer remain motionless for an additional selectable period, the closest rapid response unit can be dispatched to his exact location. All information is automatically logged and automatically forwarded to the client and ensuing total accountability.

Client Access to Website

- Clients can log on to our custom-designed website and see a visual display of their property being guarded. The status of each guard is displayed in a clear and straight-forward manner. For example, the RED beacon (■) indicates that the security officer has disabled his GPS device.
- This secured website can be accessed from any internet location.
- Our system allows you, the client, to be in complete control.
- This system provides you direct communication with the security officer via TEXT MESSAGING.
- GPS is the only proven method guaranteeing that the security officer is actively adhering to the clients' standing orders
- GPS eliminates sleeping on the job, no-shows and 'buddy punching'
- GPS CANNOT BE DUPLICATED

Nero- "real time" GPS fleet dispatch and asset tracking

In partnership with Nero Global Tracking, we have developed a best-in-class GPS tracking and fleet management vehicle/asset software program which has the capability to clearly/simply signal and display information onto any office computer screen. Locations, directions, and speeds of every vehicle are displayed, either on a map or on photographs from Google Earth.



Each vehicle in our fleet has a GPS locator beacon installed discretely inside it. Through Global Positioning System satellite links, each of these locators sends a signal to our dispatchers in our 24 hour C3 operations centre. This signal shows them exactly where that vehicle is.

There is no limit to the size of the fleet that we can manage as we grow. Our software can easily track well over 1000 vehicles at a time, and display any 100 of them on our screen on a live map instantly. This means that we can actively Dispatchers in our C3 operations and your account manager can even set up alerts, so they'll be informed if any vehicles exceed certain speeds, or enter into any particular area, letting us supervise them more efficiently. They can see in real time where each vehicle is, and who is closest to any particular destination. The constant information that our global tracking provides us with lets us manage our fleet in ways never before possible. Your account manager can also set up alerts that can go to people in your organization so that you can be informed of visits as they happen.

More efficient routing and driving

Securitrak fleet management utilizes Powerful mapping and fleet management software that contains many features and tools that help us to route vehicles more efficiently and get to more stops and deliveries in the same, or lesser, amount of time.

Our C3 operations centre can dispatch vehicles, play back and analyze routes taken by each vehicle, instantly locate the closest vehicle to an important site, advise drivers of road conditions, and more. This means that mobile units can respond much more quickly to alarms and client requests than ever before. And because GPS Tracking monitors and reports on important vehicle metrics such as speed, engine idling and stops/starts, wasteful behaviors can be identified and eliminated.

Sustainability with fleet management

A growing awareness of global warming and other important (and potentially harmful) environmental trends on our planet is causing many of our clients with mobile needs to start thinking about the "carbon footprint" - that is, the impact they are having on the Earth's atmosphere through their consumption of carbon-based fuels.

A GPS tracking service is a perfect tool to help us to lessen their environmental impact of our vehicles by identifying driving inefficiencies and patterns that are wasting fuel, increasing vehicle wear and tear and causing drivers to be on the road longer than they need to be. Here are five ways in which a GPS-based fleet management service inherently helps us to lessen our carbon footprint and create a greener fleet:

- Reduced fuel usage
- Reduced engine idling
- More efficient routing and driving
- Maintenance management
- Access to relevant data

Safety Features

GPS tracking technology has now become a common and accepted technology. Our vehicles all have heads up displays on the dashboard that guides them to locations in the quickest safest route possible.

Our tracking system also is also a great way to provide security to our vehicles and our officers who are in them. Every vehicle is equipped with an employee panic button, so if our officer is in trouble, our 24 hour C3 operations will know right away. And of course since we know exactly where the vehicle is, help can be sent instantly.

eHub- Customer Self Service Portal

Securiguard Services Limited offers the City of Vancouver and its stakeholder's unlimited access to all operational aspects of its site. With this revolutionary program Securiguard gives you the ability to:

- View and Print invoices
- Receive an e-mail with a link to the site upon invoice generation
- Historical invoices are stored indefinitely, creating a true paperless environment
- Review employees who are scheduled at your site
- Request additional services or log a service issue
- Workflow path will route the requests to the appropriate person(s)
- E-mail notification & assigned due-dates ensures that all requests are followed up on
- View important information on the homepage, including City of Vancouver specific documentation (contracts, correspondence, Post Orders, etc)



Welcome to eHub

User ID:

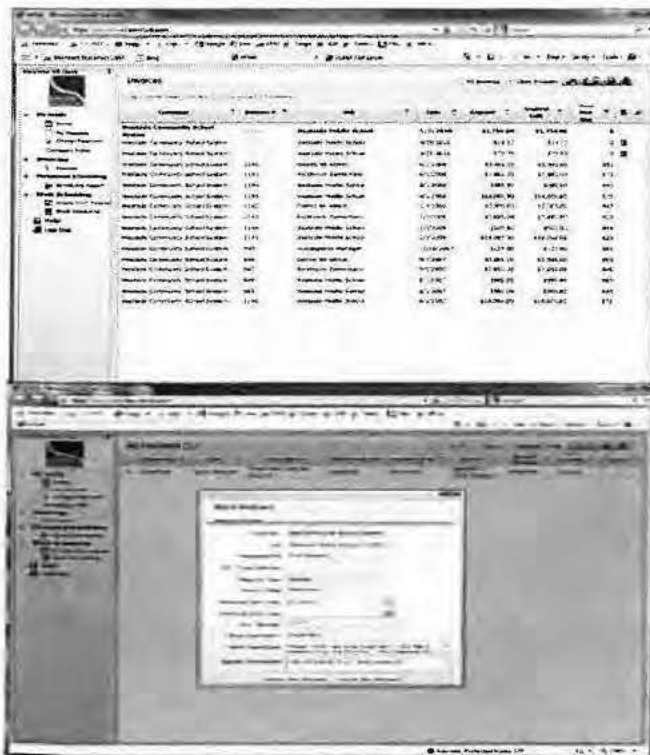
Password:

forgot your password?
first time user?

Invoicing

- Invoices are saved as PDF files for easy retrieval, review, audit, printing and attaching to emails.
- The City of Vancouver can submit service request or issues that will be routed to the appropriate person(s) within Securiguard for immediate follow-up

Customer requests that have been submitted are logged in the portal along with the current workflow status



- As an organization what non-financial metrics do you track and why?

Securiguard is required to track our business processes as a basic requirement to achieve annual certification, under our ISO 9001:2008 process. This includes:

- Corrective Action Report (CAR) and Preventative Action Report (PAR)
- Customer Satisfaction
- Electronic Data and Filing Systems
- Guard Requests Deployment
- Internal Auditing
- Internal Communication Meetings
- Post Orders/Site Specific Post Orders
- Purchasing
- Quality Assurance Auditing
- Quality Management Procedures Registry
- Quotations and Work Orders
- Recruiting
 - What do you believe are likely to be the Key Performance Indicators (KPIs) on this contract and what will they ideally tell: (a) you as a contractor (b) the City as a client?

Measuring What "Good looks like"

Key Performance Indicators (KPIs) are used within Securiguard's "Operational Performance Benchmark". These benchmarks are part of our ISO 9001: 2008 accountability system.

With your input, we'll build a "Customer Focused" KPI program to fit the specific needs of the City of Vancouver and its stakeholders. This takes place with your representative during the transition period, prior to the start of service.

For the City of Vancouver we're recommending reviewing KPIs quarterly in a partnership review meeting as per our Executive Oversight Program.

City of Vancouver	Securiguard
<ul style="list-style-type: none"> • City of Vancouver- Contract Manager • Security Managers • Facilities Managers • Stakeholders 	<ul style="list-style-type: none"> • Account/Contract Manager • 2IC • General Manager/Operations Manager • President & CEO • People & Culture • Site/Field Managers

It should be noted that leading up to and during the transition we will be meeting weekly with your security team to ensure all targets are met. This process will continue for the first month of transition.

KPI Examples

A few examples of KPI's are listed below, but are not limited to the following:

KPI	Frequency Measured	Frequency Reported	Description
Billing/invoicing accuracy	Bi Weekly	Monthly	<ul style="list-style-type: none"> Numbers of errors Percentage of invoices received to agreed upon timelines
C3 "Safety Line" delays	Daily	Monthly	<ul style="list-style-type: none"> Call waiting times Number of dropped calls
Customer satisfaction	Monthly	Quarterly	<ul style="list-style-type: none"> Survey scores for City of Vancouver services, questions can be incorporated into your pre-existing surveys
Drills, testing & preparedness	Weekly	Quarterly	<ul style="list-style-type: none"> Percentage of drills & tests completed to contract schedule
Incident Trend analysis	Weekly	Monthly	<ul style="list-style-type: none"> Number by type, trending over past year & last months
On Call response times	Daily	Monthly	<ul style="list-style-type: none"> Percentage of response within mutually agreed upon times per incident tier level
Open positions, missed shifts	Daily	Monthly	<ul style="list-style-type: none"> Percentage of open posts per billing period
Safety	Daily	Monthly	<ul style="list-style-type: none"> Number of reportable incidents Number of lost days
Satisfaction scores Security Officer	Monthly	Quarterly	<ul style="list-style-type: none"> Annual survey scores as a preferred workplace
Security Officer Turnover	Monthly	Quarterly	<ul style="list-style-type: none"> Rate of turnover by posts & wage levels Tenure by posts & wage levels
Training	Weekly	Monthly	<ul style="list-style-type: none"> Percentage of training completed to schedule Cumulative scores by post, wage rate, shift & location

Ideally, these KPIs will tell Securiguard and the City of Vancouver if and where improvements need to be made within the security program.

Under our ISO Quality Management Certification, we have developed business standards that ensure we are providing the best possible service to our clients and employees.

With our Quality Circle we mutually identify the benchmarks required through Standard Operating Policies and Procedures/KPIs. We then train all City of Vancouver security officers to those required standards and measure compliance through our ISO Quality Assurance Audit process.

Once measured, we have the ability to mutually identify areas of improvement or retraining opportunities.

Throughout the process, we look to continually improve and increase benchmarks accordingly for both Securiguard and the City of Vancouver.

10.6 - Systems and Equipment

(a) Explain how your I.T. architecture will be secured in the event that you hold any City information on your system.

Securiguard maintains a stringent policy towards data and communication security with different strategies applied in a layered approach.

- Physical layer: All computing equipment in our head office and branches is fully protected by Door Access System and Surveillance cameras. Only authorized personnel have access to them.
- Internet layer: All data is transferred through the Internet. For example, email, website data, and mobile sync are encrypted by using SSL certificates.
- Firewall layer: Only authorized applications are permitted to go through our firewall. This prevents unauthorized intrusion.
- Network layer: All TCP packets are scanned against our packets filter. Only essential ports are opened. Also we have Anti-port scan and Anti-DOS /Flooding program to protect internal network from intrusion.
- Server layer: Anti-virus program with updated signature files checks for viruses on every file that is saved to the server and • protects against them. Also we have mail security program in scanning every single email going through the company. This • significantly decreases spam thread and virus risk.
- Workstation layer: All workstations are protected by centrally managed Antivirus program.
- Data layer: Daily backup and off-site data storage ensure all data on servers are fully backed up and safe.
- How would you protect this information?

(i) Resident in device

City information would be stored on our file servers. Directory access would only be granted to authorized personnel. Sensitive data would be encrypted within the City directory with all the above layers of protection applied accordingly.

(ii) In transit?

All sensitive data transferred electronically via email or removable storage devices, would be encrypted using PGP Symantec software or the City's preferred encryption software. Internally, different strategies are employed for each of our user groups:

- Full access group: full access to CD/DVD ROM and USB drive
- Limited access group: access to CD/DVD and USB is restricted by group policy; access can be granted by special need
- Non access group: CD/DVD ROM and USB are disabled in BIOS level on the particular computers, ensuring no access for the users.
- Will the City have permission to audit these measures?

Yes, the City of Vancouver security representatives will have auditing privileges as it pertains to information travel, stored or distributed by Securiguard.

(b) Who has responsibility for IT and computing within your organization and within those of your subcontractors? What experience/qualifications do they possess in:

(i) I.T.

Securiguard:

Within Securiguard, our IT management is overseen by Sam Ciacco, VP Finance with the assistance of Kevin Kual, IT Administrator.

Kevin manages, monitors and maintains our network operations. He has a BA in Computer Science and is Microsoft MCSE, MCP and MCS trained/certified.

Fusion Security Inc., Subcontractor:

Hans de Haas, IT Manager is contracted to configure Fusion Security's IT infrastructure. Hans has extensive experience in IT Management and Project Management and has managed the IT Infrastructure of a multinational company.

Hans has experience on the following network environments: AD, TCP/IP, DNS, WINS, DHCP, SSL, SSH, Digital Certificates, Switches, Firewalls, VPN, Wi-Fi and hardware: IBM/DELL (laptop, desktop, server, storage), Equallogic, Apple (laptop, desktop), IBM iSeries, NORTEL BCM400, BCM50, Edgewave iPrism.

Rose Security Services Inc., Subcontractor:

With over 10 years of IT experience within the industry, John Rose oversees his company's IT resources. John is a current subcontractor for the City of Vancouver, City of Abbotsford, Delta Police Department, Canada Border Services and Canada Revenue who continues to maintain the required internal IT security standards for these clients.

(ii) I.T. Security?

Securiguard and all its subcontractors utilize their respective management teams, IT Administrators and technical personnel to ensure the security of their IT systems. Third party audits are performed quarterly as an ISO requirement as well as both the Provincial/ Federal governments performing yearly audits. Securiguard will implement Service Level Agreements with its subcontractors to ensure their compliance to all IT/Security requirements for this contract.

(c) What electronic systems and tools would you intend to utilize for the management of information on this contract?

- City of Vancouver incident reporting system or PPM 2000 IRMS incident management system
- Securiguard Filemaker database system
- WinTeam Resource Management Platform
- E911- Dispatch software
- Nero-GPS Fleet Tracking/Management software
- Securitrak- GPS Accountability Software

(d) What experience does your company or your subcontractors have with Access Control, Closed Circuit Television (CCTV) and Alarm systems?

Securiguard Services and its subcontractors all have extensive experience in the design, supply, installation and monitoring of access control, CCTV and intrusion systems. Several of our subcontractor sales and technical staff have worked closely with the City of Vancouver since 1994.

Securiguard and its subcontractors all have more than three decades of experience in the industry, and have security certifications in the following:

- Panasonic Certified
- Lenel Platinum Certified
- IndigoVision Certified

- Genetec Factory Certified
- Integral Technologies (now Pelco) factory certified
- Pelco Endura factory certified
- Pelco 9770 matrix switch certified
- Axis factory certified
- ONSSI Factory certified
- Keyscan
- Kantech Corporate
- American Dynamics
- SpectraLink
- Ingersol Rand
- South West Microwave factory certified
- Verint factory certified
- Southwest Microwave factory certified
- Avigilon

- Which systems do you currently operate on behalf of clients? Do you have any experience of specification and/or installation?

Securiguard and its subcontractors have specification and installation experience in the following systems:

Access Control:

- Keyscan Access Control Vantage Version - Enterprise Partner
- Kantech Access Control - Global Partner Certified
- Centaur Access Control
- Verex Access Control
- DSC Maxsys Access Control

Camera Systems (CCTV):

- Avigilon
- Pelco
- American Dynamics
- Panasonic
- Sony
- Digimerge
- Digital Watchdog
- Veprint Digital Video

Intrusion Systems:

- DSC Power Series
- DSC Maxsys Series

- Ademco
 - What dealer licenses do you currently hold?

Securiguard and its subcontractors have dealer licences in the following:

- Keyscan Vantage
- Avigilon
- Veprint Digital Video
- Ademco Security
- Pelco
- DSC
- Sony
- Panasonic

(e) What will be your pricing mechanism for systems and equipment for Access Control, CCTV and Alarms?

Securiguard and its subcontractors will provide the City of Vancouver with systems and equipment price lists to ensure full transparency with regards to all required Access Control, CCTV and Alarm purchase and installation. Our team is well versed with respect to industry leading technology and will present to the City of Vancouver the best solution and value. We also will supply the City of Vancouver with project close out documentation which includes all cut sheets and installation/operational manuals.

- How will you ensure that the City makes the most appropriate purchases while getting the best value for money?

Securiguard and its subcontractors will ensure that the City of Vancouver receives the appropriate purchase at the best value through the following strategies:

- Full cost transparencies
- Accurate budgeting forecasts
- Tender process where applicable
- Industry trending and product awareness

(f) How will you save the City money on the maintenance of existing equipment?

- Key Performance Indicators (KPIs)/ Service Level Agreements (SLAs) outlining scheduled maintenance
- Ongoing facility assessments
- Planning and implementation strategies
- Lifecycle management recommendations
- Current experience with the City of Vancouver's computer network, geography and organizational chart
- Redeployment/ interfacing of old equipment with new installations

(g) What system, if any, do you currently utilize for incident reporting?

- Securiguard "Customized" Filemaker Data base
- Securitrak- handheld Accountability Technology
- IRAMS reporting systems
- Written reports

- Please indicate your level of familiarity with the PPM Perspective incident reporting and management system

Securiguard has used and is very familiar with the PPM incident reporting platform. We researched the market in 1997 for the Vancouver Port Authority (PortMetro) and recommended this incident reporting/management system purchase. These recommendations to the VPA lead to the Insurance Corporation of British Columbia installing the same system for our security team.

We are well versed in its use/capabilities and look forward to integrating our reporting into your City of Vancouver database

- (h)** How many vehicles dedicated to supervision, support, mobile patrol and/or alarm response does your company have on the road per shift? Please provide details.

The below chart details per shift the amount of vehicles Securiguard has on the road that are dedicated to supervise, support, patrol, and respond to any City of Vancouver's needs.

SHIFT	SUN	MON	TUE	WED	THU	FRI	SAT
0800-1600	4	14	14	14	14	14	8
1600-0000	5	5	5	5	5	5	5
0000-0800	7	7	7	7	7	7	7

During the start-up years of our subcontractor Fusion Security Inc., Securiguard assisted Fusion by providing mobile patrols and alarm vehicle services to them. Now they have Fusion-marked vehicles on the road and can assist Securiguard in providing additional vehicles should they be required over and above these numbers.

- (i)** What is your firm's - or your subcontractor's - estimated 24/7/365 response times to alarms in the Lower Mainland?

The estimated response time for Securiguard and its subcontractors for alarms within the Lower Mainland is **s.21(1)** depending on weather and traffic conditions.

10.7 - Service Delivery, Standards & Quality

- (a)** How would you and, where appropriate, your subcontractors intend to handle staff scheduling on this contract?

All scheduling of manpower and sub-contractor services will handled through our exclusively designed resource management software.

In keeping with our commitment to improve our total customer experience, Securiguard introduced the evolution of resource management with the introduction of our WinTeam software. This program allows Securiguard to manage the City of Vancouver's manpower resources, sub-contractor services, financial projections and operations data seamlessly in one easy-to-use platform.

With the WinTeam Resource Management System, the City of Vancouver will receive the following client centered benefits, and advantages:

- Compliance Tracking
- 24/7 Work Alone Check In System
- Real Time schedule access
- Accurate Financial Information
- Subcontractor Services Management

All manpower and service scheduling is entered into this database via the direct instructions of your dedicated City of Vancouver Account Manager and any authorized City agents. Our 24-hour C3 Customer Communication Centre ensures your schedule is appropriately maintained and/or adjusted to meet your safety and security needs.

The City of Vancouver has 24 hour phone access to our C3 Centre and your dedicated scheduler or you as the client can utilize Securiguard's eHub web portal to manually update work order requirements.

(b) What metrics do you currently utilize to evaluate staff performance?

Securiguard performs Quality Assurance Audits on all supervisors and security officers as a mandate of our ISO 9001:2008 certification. The metrics used include:

- Department
- Attendance Record
- Communication Skills (written/spoken)
- Knowledge of Site
- Knowledge of Post Orders
- Customer Service/Helpfulness
- Breach/Scenario Testing
- Client Feedback

Those security officers who score low in these unscheduled Quality Assurance Audits are earmarked for retraining under our Securiguard Quality Circle program which involves the setting of Key Objectives; Training; Measuring and identifying retraining opportunities.

(c) What measures or initiatives would you adopt to ensure staff performance on this contract?

Securiguard Services will use a combination of the below to measure and ensure security officer performance for the City of Vancouver:

- Quality Assurance auditing
- Corrective Action Reporting
- Preventative Action Reporting
- Personnel Performance Logs
- Annual Performance Evaluation & Review Report
- Performance Rewards/Awards

(d) As Prime Contractor on this contract, how would you ensure service delivery amongst your sub-contractors?

For each of its subcontractors Securiguard will establish a stringent Service Agreement tailored to the City's needs.

Fostering strong relationships is key in managing complex accounts and projects. Securiguard currently has strategic alliances with the main subcontractors we are proposing for this contract, and throughout the life of the contract we will engage each party on a regular basis individually and with joint informational meetings to ensure a consistent approach to contract execution.

Other safeguards will include:

- ISO Continual Improvement Process
- Establishing KPI's
- Quality Assurance Audits
- Corrective Action Reporting
- Preventative Action Reporting

- Field Manager Supervision
- Weekly meetings with the Prime Contractor or as required
- Monthly Summary to Account Manager/Prime Contractor
- Quarterly Executive Oversight Program Review

(e) Describe in detail how you measure and maintain quality within your organization. What formal procedures, if any, do you utilize?

Our ISO 9001:2008 certification ensures clients continuous improvement and independent, third-party audits. To maintain this accreditation, Securiguard senior management is committed to delivering the best systems and services to our clients. This process will include all sub-contractors conforming to these standards.

We have developed business standards that ensure we are providing the best possible service to our clients and employees. Processes are monitored and regularly audited. Any deviations in processes are identified and addressed accordingly.

Operational and client service areas covered by our Quality Management procedures include:

- Quality Assurance Auditing
- Recruiting
- Customer Satisfaction
- Guard Requests Deployment
- Internal Auditing
- Post Orders/Site Specific Post Orders
- Corrective Action Report (CAR)
- Preventative Action Report (PAR)
- Electronic Data & Filing Systems
- Internal Communication Meetings
- Purchasing
- Quotations & Work Orders

Third Party Auditing

Securiguard's processes are audited to ISO 9001:2008 standards by our third party auditors BSI Management Systems. BSI is our ISO registrar and they conduct audits semi annually. These audits ensure compliance and "continuous improvement" to Securiguard's ISO-regulated operation and client service standards.

(f) As Prime Contractor, how would you maintain quality control over your sub-contractors?

Each of the selected sub-contractors will conform to our ISO certification which will ensure their delivery of service meets both our and the City of Vancouver's quality control benchmark.

Securiguard will hold regular information/strategy meetings to ensure and assess our subcontractors' ongoing understanding of the City's objectives and how each group is performing in delivering against those objectives.

- What measure would you employ to ensure compliance and performance?

Securiguard will employ a number of systems to ensure the compliance and performance of its sub-contractors. They will include:

- KPI's tailored to the City's specific needs

- Financial Penalties designed for maximum effect

(g) How would you balance the competing demands of other clients in order to ensure continuity of service to the City?

Securiguard Services has 38 years of experience in delivering balanced and uninterrupted safety/security services to a diverse client base.

We fully recognize the significant size and volume of your needs in this contract. We agree that these needs require a full-time, dedicated Contract/Account Manager and will provide that for this contract. Securiguard's dedicated City of Vancouver Contract/Account Manager will operate with full authority for the City contract and with the full support of a strong team that includes a second-in-command (2IC) as well as Human Resources and a Scheduler, a Trainer, an Equipment/Uniform specialist and a Financial specialist. As your single point of contact, your Contract/Account Manager will ensure continuity of quality service to the City and be held accountable for doing so.

In addition, all subcontractors will be under Securiguard Service Agreements to ensure continuity of special/technical services for the City of Vancouver.

- What is your philosophy on transferring staff from one contract to another? Does this philosophy vary for management and technical staff?

All City of Vancouver assigned security officers will be dedicated to your contract and will not transfer between different contracts or clients.

Securiguard envisions the cross training of security staff at various sites within the prime contract, where feasible. This strategy provides opportunities for staff to be succession planned, adds to site trained guard pools, and is an excellent preventative measure against complacency, providing an engaging, motivating environment and career staff for path.

Management staff wherever possible will be cross trained for your various City of Vancouver locations to add to our flexibility during emergency situations.

(h) What services do you envisage providing in the event of an alarm call out to a City property?

Beginning with the initial alarm, the process is as follows:

- Alarm system sensor is tripped.
- A signal is sent to the alarm monitoring station.
- The alarm monitoring station calls C3 (Securiguard Services 24 hour dispatch) with alarm information.
- Securiguard Services dispatches alarm to closest GPS tracked mobile unit.
- The mobile unit arrives on site and checks in via phone with the alarm monitoring station.
- The mobile operative conducts a perimeter check of the building looking for signs of forced entry.
- If there are signs of forced entry the operative calls 911, and the alarm monitoring station to advise of situation.
- The City of Vancouver facilities is secured/lockdown and Police or client advised according to established protocol.
- C3 and Contract/Account Manager advised with static officer dispatched to stand-down.
- If there are no forced entry signs the operative enters the building and disarms the alarm system.
- The operative conducts interior checks seeking the source of the triggered alarm.
- The operative re-arms the alarm system and calls the alarm monitoring station to confirm that a signal is being received.
- Prior to departing the operative writes a detailed report, the operative can leave it on site, fax or e-mail it to the attention of a particular person.

Securiguard Services maintains all alarm documentation, and makes it available to all clients for further inquiries or clarification.

- What mechanism would you use to cost this service? Please provide details.

Securiguard's mechanism for costing this type of service has evolved over the last 20 years, and is centred on the costs surrounding the staffing of our 24/7 control centre, the operating costs of our mobile fleet, and the continued integration and evolution of automated systems. We estimate the average alarm response lasts 15-30 minutes in duration, plus travel time to/from the affected site. It is anticipated one vehicle is capable of responding to two alarm calls every hour, and the proposed rates encompass the above-mentioned costs with a nominal margin.

10.8 – Transition In Planning

- (a) Describe the strategy you typically adopt when approaching the takeover of a new contract.

High Level Chart – Transition-In/ Implementation Strategy Plan

Securiguard's implementation plan for the transition of a new contract involves the development and implementation of a contract Transition-In Plan.

Immediately upon award of contract, the Transition-In plan "draft" is reviewed in partnership with the City of Vancouver contract representative(s) to review and refine the plan, set milestones, and approve the plan for implementation.

Critical aspects of the Transition-In Plan are set out in our DRAFT submission in Appendix E and are delineated in various suggested phases for client review, additions and deletions, milestone targets, and approval.

Securiguard will work with the City to ensure that the plan is flexible to adapt to the City of Vancouver's ongoing needs within the scope of safety and security, such as additional new work or contract sites being added.

Communications between all stakeholders at the city and all tenants will be crucial as well as all existing employees with any existing contractor so that all parties have buy-in to the upcoming changes; all parties can assess and address any concerns within early timelines, and we can manage culture change.

Securiguard's communication plan is designed to inform and reassure. We use a variety of formats, including in-person meetings and electronic communication to:

- Define a focused communication and reporting strategy with regular update milestones and periodic check-ins to ensure that our programs evolve to address changing circumstances
- Provide a single point of contact for all employees of the current providers
- Ensure two-way communication to address concerns and questions
- Establish times for the transition, meetings, milestones
- Provide an open and transparent communication style that ensures everyone is on the same page, creating an operational culture of greater employee engagement

- (b) What factors would you be likely to consider when devising a transition plan for this contract?

As the attached flow chart details, it is important to involve all the key players and stakeholders in the process to ensure seamless implementation with a well defined contingency plan for unforeseen events. If at all possible, it is best to transition slowly the takeover of coverage a location at a time.



(c) What aspects of the contract might require particular attention and why?

Securiguard believes particular attention should be devoted to:

- Systems Architecture: preparing of security systems diagrams
- Deployment: timeline implementation, procurement of materials and city of Vancouver schedule approval

We fully understand the City of Vancouver has invested significant resources to facilitate change within your security program. It is paramount that we as your Prime Contractor maintain the achievements that have been made and make recommendations/adjustments that will continue to improve your security program for the benefit of all stakeholders.

Ensuring our understanding the systems architecture is accurate and complete and carefully structuring deployment will better enable us to do so.

(d) What resources would you propose to dedicate to transitional arrangements - after the award but before the inception of the contract? Please provide details.

Securiguard and its sub-contractors will ensure the availability of a dedicated project team that will include your City of Vancouver Account Manager, 2IC, field technicians, Executive Sponsor and sub-contractor management. Your Account Manager will be the projects single point of contact and accountable to ensure all critical timelines are met.

A detailed draft transition plan is shown in Appendix E.

10.9 - Value Added Services and Innovations

(a) What new systems or approaches might you adopt in order to optimize service delivery on this contract?

As part of our ISO 9001:2008 continual improvement process, Securiguard is introducing a proprietary six-step continual loop approach to improve processes and to define and execute training/coaching: Discover, Document, Review, Analyze, Improve, and Repeat. This process is applied across all areas that we manage for our clients.

The six-step model will facilitate the careful transition of services and implementation of the City of Vancouver's vision for a single-solution integrated security provider to assist in the creation of a world-class safe environment for all.

A continuous process is critical in assessing each of the specific areas involved in the transition and implementation stages:

People
Clients
Customers
Communication
Efficiencies

Effectiveness
Equipment
Consistency
Processes

As part of this process, our subcontractor Fusion Security's internal software team is currently developing a state-of-the-art online Dashboard system that would be used for tracking project metrics such as key performance indicators, up-to-date job costing as

well as produce a variety of client specific reports within a real-time environment. This tool will enable your key City of Vancouver personnel and stakeholders to monitor and manage all critical projects.

(b) In what areas do you believe your organization and/or those of your subcontractors can add the greatest value?

Securiguard will fulfill the City of Vancouver's integrated security vision by implementing sophisticated, highly efficient management processes that have been developed, continually tested and refined, including:

- Focus on customer service excellence as an essential component, not only of customer satisfaction, but also of highly effective safety/security threat deterrent measures.
- Experience and understanding of the complete City of Vancouver stakeholder dynamic.
- Comprehensive, long-term experience and success in maximizing synergy among our downtown clients for improved communications and overall best practices, including optimal service in high-risk areas of the downtown core.
- Proven employee training, support, incentive and appreciation processes.
- Effective personnel management, scheduling, reward and retention through our WinTeam Resource Management system, with scheduling and emergency response implementation through our Customer Communication Centre (C3).
- Extensive knowledge about, and swift application of, innovation in world-class "best practice" equipment and systems wherever they may best be used in a value-for-money context.
- Effective and efficient resource budgeting and allocation, whether human, equipment or system.

Partnering with Securiguard and its proven subcontractors, the City of Vancouver will receive the commitment, expertise and experience necessary to reach the goals and objectives of its Integrated Security Program at the greatest value for all its stakeholders.

Our combined corporate experience in managing large portfolios allows us to select the most effective "best of breed" security programs at the best value. We will integrate systems and technology to ensure the smooth and effective integration of manpower, electronic, physical and procedural security that ensures the City of Vancouver the best value.

SOS RESPONSE

Securiguard has developed a proprietary personal safety mobile app that is directly linked with our professional C3 security monitoring centre 24 hours a day, 7 days a week.

In the event of a threat or emergency, the app user can literally just push the button* to send 30 photos, as well as the person's GPS location, to either to our own C3 security monitoring centre or to a centre of the client's choice. With these real-time visuals, trained operators instantly assess and deploy the ideal response, whether that is a security guard, ambulance, police officer or other service.

This exciting new service gives our participating clients the ability to offer a Mobile Personal Security App to employees, vendors, customers, friends and family employed by or in partnership with the City. Not only that, but SOS Response can also serve as a new client revenue stream.

Securiguard is pleased to propose SOS Response as a value-add service to the City of Vancouver as outlined below.

Advantages:

- Work-alone safety solution for lone worker employees.
- Real-time monitoring for employees on the move.
- Increased employee retention through reduced anxiety/stress.
- Safety solution that can be used both at work and at home.
- Solution to immediate need for employees or customers to give notification of sudden accident or illness.

- App can be set up on phones that stay with your employees when they are finished working, providing employee benefit while off duty.
- Reduces liability by providing a safe-walk solution and demonstrating commitment to enhanced security at minimal cost to the app user compared to similar devices.
- Provides a steady monthly revenue stream to the client.

Implementation:

- **Licensing fee:** Securiguard would waive the licensing fee for the City of Vancouver, a savings of between \$30,000 and \$40,000 for a 10-year license, depending upon the service selected.
- **Monitoring:** All monitoring of an individual while within the geo-fence area of the service will be performed by Securiguard C3 Centre. Alternatively we can set it up at any command centre specified by the City. When an individual leaves your customized geo-fenced area, the alert will immediately be transmitted to our SOS Response monitoring centre (world-wide monitoring).

Revenue Generation:

- Monthly subscription cost per unit: \$9.99 per month; the City of Vancouver would be able to sell the unit for a discounted rate of \$8.99 per month
- Revenue split ratio: 40:60 over three year, with the City of Vancouver receiving a revenue stream of 40% of the \$8.99 fee, or \$3.60 for each monthly subscription sold. This would be paid to the City during the first three (3) years of any new subscription.

Example:

- 500 units sold @ \$8.99/month, with \$3.60 per unit going to the City.
- Total monthly revenue: $500 \times \$3.60 = \$4,495$.
- Total annual revenue: $\$4,495 \times 12 = \$53,940$.
- Total three-year revenue: $\$53,940 \times 3 = \$161,820$.



Overall Potential Benefits to the City:

- New recurring revenue stream from patented, copyrighted technology.
- Best in class solution for City properties, employees and tenants.
- Demonstrated concern for employees and tenants, resulting in employee retention and engagement and heightened tenant satisfaction and retention.
- Reduction in liability of travel to and from work.
- The City would be able to provide their monitoring station of choice with multiple roving cameras feeding real time evidence of any security threats to City properties.

We look forward to the opportunity to discuss SOS Response with the City of Vancouver in further detail.



Verify Pro

Verify Pro is a photo-based "evidence-gathering" app designed for SmartPhones. When activated, Verify takes photos and automatically uploads and shares them with authorized personnel through a secure web portal. Employers can mandate that employees provide photographic updates according to specified situations, and non-compliance can be automatically flagged for immediate follow-up. Employees can enter additional notes as required for explanation and referral.

Key Features:

- Capture and access images in real time
- Files are tagged with GPS location, time and date
- Maintain a chain-of-custody process
- Only authorized personnel can manage data, which reduces liability
- Protection of privacy – images and data are not stored on the phone

Primary Uses:

- Loss prevention programs
- Security enforcement and investigations
- Insurance claim validation
- Corporate compliance programs
- Visual progress reports

Again, we look forward to the opportunity to discuss this innovative program with the City of Vancouver in further detail

SECURITY SERVICES AGREEMENT

SCHEDULE "B"

CONTRACTOR BILLING RATES

Billing Rates

The billing rates listed in Table B1 (below) will apply over the five (5) year initial Term of this Agreement. In the event of any extension of the Term pursuant to Section 6.1 of the Agreement, the terms and conditions of the Agreement will continue to apply, except that the parties shall, at each extension date, agree to the remuneration payable to the Contractor pursuant to the Agreement for the subsequent extension period, to account for any increase in the labour rates payable by the Contractor to its personnel participating in the performance of the Security Services.

Table B1 - Agreed Billing Rates

YEAR	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
Hourly Rates	Year 1	Year 2	Year 3	Year 4	Year 5
Security Guard	16.87	16.87	17.21	17.55	17.55
Shift Supervisor	19.50	19.50	19.90	20.30	20.30
Site Supervisor	22.50	22.50	23.00	23.50	23.50
OFA Level 2	+1.25	+1.25	+1.25	+1.25	+1.25
Bilingual Guard	+1.00	+1.00	+1.00	+1.00	+1.00
Locksmith	60.00	60.00	65.00	65.00	65.00
Private Investigator	75.00	75.00	80.00	80.00	80.00
Private Investigator (Under Supervision)	37.50	37.50	40.00	40.00	40.00
Systems Technicians	90.00	90.00	95.00	95.00	95.00
Canine Patrol	26.50	26.50	30.00	30.00	30.00
Loss Prevention Officer	18.50	18.50	19.00	19.00	19.00
Security Consultants	125.00	125.00	125.00	125.00	125.00
Flat Rates					
Mobile Patrol	13.50	13.50	13.50	13.50	13.50
Alarm Response	32.50	32.50	32.50	32.50	32.50

Statutory overtime is billed at 1.4 times the base rates in Table B1 above.

If the City's or the Library's requirements for short-notice work exceed the number of stand-by guards available, other guards may be assigned at overtime rates, provided:

- The overtime assignment is approved in advance by the City or the Library; and
- Each overtime guard is relieved by a guard at the standard rate within 24 hours.

SECURITY SERVICES AGREEMENT

Increases in the billing rates under the Agreement as shown above in Table B1 will be implemented according to the following schedule:

Table B2 - Schedule for Billing Rate Increases

YEAR	Year 1 2013-2014	Year 2 2014-2015	Year 3 2015-2016	Year 4 2016-2017	Year 5 2017-2018
DATE	N/A	N/A	JAN 2015	N/A	N/A
PERCENTAGE OF RATE INCREASE			1%		

SCHEDULE "C"
INSURANCE CERTIFICATES

Ref. No. 320006702870

CERTIFICATE OF INSURANCE

Aon Reed Stenhouse Inc.
900 Howe Street
P.O. Box 3228
Vancouver BC V6B 3X8
tel 604-443-2402 fax 604-443-2517

Re: Evidence of Insurance with respect to
"Security Services Agreement dated
the 6th day of February, 2013"

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

Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

Insured

Securiguard Services Limited
#300 - 1575 West Georgia Street
Vancouver, BC V6G 2V3

Coverage

Commercial General Liability	Insurer	Non Marine Underwriters Member of Lloyds	
Policy #	SECT0948		
Effective	31-May-2012	Expiry	31-May-2013
Limits of Liability	Bodily Injury & Property Damage, Each Occurrence \$5,000,000 Non-Owned Automobile Liability \$5,000,000 Products and Completed Operations, Aggregate \$5,000,000 Tenant's Legal Liability - All Risks \$250,000 Policy may be subject to a general aggregate and other aggregates where applicable		
Crime	Insurer	Non Marine Underwriters Member of Lloyds	
Policy #	SECT0948		
Effective	31-May-2012	Expiry	31-May-2013
Limits of Liability	Employee Dishonesty Form A \$100,000		
Crime	Insurer	Travelers Insurance Company of Canada	
Policy #	754224202		
Effective	31-May-2012	Expiry	31-May-2013
Limits of Liability	Being Excess of above Employee Dishonesty (Limit of \$100,000) \$400,000		

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

Aon

Ref. No. 320006702870

CERTIFICATE OF INSURANCE

Additional Insured

Only with respect to the above and arising out of the Named Insured's operations are the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate.

City of Vancouver, the Other City Entities, the Vancouver Public Library Board, and their respective officials, officers, employees, servants and agents where required by written contract or written agreement with respect to Commercial General Liability

Terms and / or Additional Coverage

Commercial General Liability

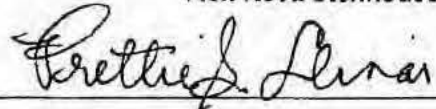
Deductible Bodily Injury & Property Damage \$10,000
Cross Liability
Contractual Liability Blanket Written

Cancellation / Termination

The Insurer will endeavour to provide SIXTY (60) days written notice of cancellation/termination to the addressee except that statutory or policy conditions (whichever prevails) will apply for non-payment of premium.

THIS CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO City of Vancouver. OTHER PERSONS RELYING ON THIS CERTIFICATE DO SO AT THEIR OWN RISK.

Aon Reed Stenhouse Inc.



Dated : 08-February-2013
Issued By : Villanueva, Karlo
Tel : +16044433337

Ref. No. 320006702876

CERTIFICATE OF INSURANCE

Aon Reed Stenhouse Inc.
900 Howe Street
P.O. Box 3228
Vancouver BC V6B 3X8
tel 604-443-2402 fax 604-443-2517

Re: Evidence of Insurance with respect to
"Security Services Agreement dated
the 6th day of February, 2013"

The Vancouver Public Library Board
350 West Georgia Street
Vancouver, BC V6B 6B1

Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

Insured

Securiguard Services Limited
#300 - 1575 West Georgia Street
Vancouver, BC V6G 2V3

Coverage

Commercial General Liability	Insurer	Non Marine Underwriters Member of Lloyds	
Policy #	SECT0948		
Effective	31-May-2012	Expiry	31-May-2013
Limits of Liability	Bodily Injury & Property Damage, Each Occurrence \$5,000,000 Non-Owned Automobile Liability \$5,000,000 Products and Completed Operations, Aggregate \$5,000,000 Tenant's Legal Liability - All Risks \$250,000 Policy may be subject to a general aggregate and other aggregates where applicable		

Crime	Insurer	Non Marine Underwriters Member of Lloyds	
Policy #	SECT0948		
Effective	31-May-2012	Expiry	31-May-2013
Limits of Liability	Employee Dishonesty Form A \$100,000		

Crime	Insurer	Travelers Insurance Company of Canada	
Policy #	754224202		
Effective	31-May-2012	Expiry	31-May-2013
Limits of Liability	Being Excess of above Employee Dishonesty (Limit of \$100,000) \$400,000		

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

AON

Ref. No. 320006702876

CERTIFICATE OF INSURANCE

Additional Insured

Only with respect to the above and arising out of the Named Insured's operations are the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate.

City of Vancouver, the Other City Entities, the Vancouver Public Library Board, and their respective officials, officers, employees, servants and agents where required by written contract or written agreement with respect to Commercial General Liability

Terms and / or Additional Coverage

Commercial General Liability

Deductible Bodily Injury & Property Damage \$10,000

Cross Liability

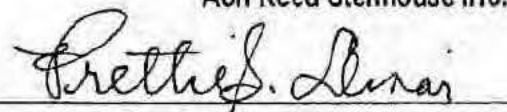
Contractual Liability Blanket Written

Cancellation / Termination

The Insurer will endeavour to provide SIXTY (60) days written notice of cancellation/termination to the addressee except that statutory or policy conditions (whichever prevails) will apply for non-payment of premium.

THIS CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO THE INSURED. OTHER PERSONS RELYING ON THIS CERTIFICATE DO SO AT THEIR OWN RISK.

Aon Reed Stenhouse Inc.



Dated : 08-February-2013
Issued By : Villanueva, Karlo
Tel : +16044433337

SCHEDULE "D"

SUB-CONTRACTORS

The Sub-Contractors shown below are the Sub-Contractors that will be used to carry out the Security Services. The listed Sub-Contractors will be engaged and no others will be engaged without prior written authorization of the City. The City reserves the right to require the replacement of any Sub-Contractor, at any time over the Term of the Agreement.

Company Name, Address	Contact Name and Number	Area of Responsibility
Fusion Security Inc. P1-999 West Hastings Inc. Vancouver, B.C. V6C 2W2	Harry Stausgaard Vice President 604-647-6470 hstausgaard@fusionsecurity.ca	Physical and technological security
Rose Security Services Inc. 2 Dowding Road Port Moody, B.C. V3H 2Z6	John Rose President 604-469-4899 jdrose@shaw.ca	Systems consulting, sales and installation

SCHEDULE “E”

SYSTEM UPGRADES

1.1 Background

This Schedule “E” applies to System Upgrades (as defined below).

1.2 Specially Defined Terms Used in this Schedule “E”

In this Schedule “E” the following terms have the following meanings:

- “Acceptance” means the review and testing of each Deliverable by the City, an Other City Entity or the Library in accordance with the Specifications in order to confirm, and the City’s or the Library’s confirmation of, the Contractor’s compliance with the Specifications applicable to that Deliverable.
- “Deliverable” means the phases or portions of the Project which are designated as key milestones in the Specifications as requiring Acceptance by the City or the Library and which require successful completion in order to trigger a payment of the Total Purchase Price.
- “Project” means each individual System Upgrade as described in the applicable Specifications.
- “Project Services” means the services defined in Section 1.4 below but expressly excludes:
 - the “Security Consultant” services provided by the Contractor (at the rates set out in Schedule “B”) prior to issuing a purchase order for a System Upgrade, and
 - the services to be provided by any Sub-Contractor pursuant to the Specifications for a System Upgrade.
- “Project Services Fee” means the fee described in Section 1.6 below.
- “Project Schedule” means the schedule for the Project as described in the Specifications.
- “Specifications” means the detailed description of the Project, including all functional requirements, separate prices for each component of each Deliverable (e.g. each hardware/software item, installation/implementation, integration (where applicable), training, documentation, warranty, maintenance and support), total price for the “Value of Project”, along with a Project Schedule linking each Deliverable to a delivery or completion date, all as developed by the Contractor as requested by the City or the Library pursuant to Section 1.3 below.
- “System Upgrade” means the supply by the Contractor to the City, an Other City Entity or the Library of security systems hardware, software, installation/implementation services, integration services (where applicable), training, documentation, a warranty, maintenance, support, and all related Project Services.
- “Total Purchase Price” means the Value of Project, plus Project Services Fee, plus all fees payable after Acceptance of System Upgrade for its intended purpose, plus applicable sales taxes.
- “Value of Project” means (exclusive of PST and GST) the total purchase price of the System Upgrade, agreed by the City or the Library, less the amounts attributable to Project Services, warranty, maintenance, support, and anything else payable after Acceptance of the System Upgrade for its intended purpose.

1.3 Initiating a System Upgrade

The City or the Library may initiate a System Upgrade by requesting Security Consultant services (at the rates set out in Schedule "B") for same from the Contractor. The Contractor will then promptly provide such Security Consultant services as are reasonably requested by the City or the Library to develop the Specifications and solicit, receive, and evaluate quotations, proposals or bids from Sub-Contractors (including where the Contractor deems it appropriate to do so, the three preferred Sub-Contractors referred to in the Contractor's Proposal) in a manner consistent with the definition for "Specifications" set out above.

Where requested by the City or the Library, the Contractor will also assist in the preparation of Council Reports, City Manager Minutes, and other City documentation required to obtain funding or approval for the System Upgrade.

1.4 Purchasing a System Upgrade

Upon completion of the process set out in Section 1.3 above, the City or the Library may, depending on the City's or the Library's evaluation of the results of the process, elect to cancel or defer the Project (without any further liability or obligation except as set out in Schedule "B"), or proceed with the purchase of a System Upgrade.

Where the City or the Library elects to proceed with a purchase of a System Upgrade, it may issue a purchase order for same which purchase order will expressly reference the Sub-Contractor proposal, bid or quotation being selected and the applicable Specifications documents being relied upon by the City or the Library for the System Upgrade.

Upon receipt of such purchase order, the Contractor will become legally bound to supply the System Upgrade (as described in the Specifications applicable to the selected Sub-Contractor), including all required Project Services in accordance with the:

- Specifications
- Schedule "E"
- other provisions of this Agreement
- the Project Schedule

for the Total Purchase Price and all further services provided by the Contractor in relation to the Project will then be "Project Services" and will cease to be, and cease to be paid for as, "Security Consultant services under Schedule "B".

1.5 Project Services

For each Project, the Contractor will provide the services ("Project Services") required to successfully complete the Project including (but not limited to):

- Entering into the necessary subcontract(s) with the Sub-Contractor to supply the System Upgrade to the City (or an Other City Entity) or the Library in accordance with the Specifications, this Schedule "E", and this Agreement generally.
- Managing the installation and implementation of the System Upgrade to ensure a professional, timely and cost-effective installation/implementation/integration process.

- Overseeing, managing, and ensuring the performance of its Sub-Contractors and their compliance with the Specifications, this Schedule E, and this Agreement generally.
- Managing all aspects of the Project to ensure consistent, high-quality service delivery.
- Maintaining Project paperwork including sub-contracts, revisions, estimates, work drawings and specifications.
- Ensuring the completion of all Deliverables in accordance with the Project Schedule.
- Liaising with both internal and external organizations and City, Other City Entity or Library employees to schedule and manage the Project through to completion.
- Attending, and where appropriate organizing, regular project management meetings, site meetings, status meetings, etc.
- Working with respective City, Other City Entity or Library representatives to ensure optimal scheduling and coordination of the Project with ongoing City, Other City Entity or Library operations.
- Other duties as required to ensure cost effectiveness and efficiency and that all activities are performed in the best interests of the City, Other City Entity or Library, as the case may be.

1.6 Project Services Fee

In consideration for acting as the contractor for each System Upgrade and providing all required Project Services, the City or the Library, as applicable, will pay the Contractor, as part of the Total Purchase Price, a 1% Project Services Fee, exclusive of applicable sales taxes.

The Contractor will always show the Project Services Fee as a separate line item on its invoices.

1.7 Total Purchase Price + Payment/Holdback Schedule

The Total Purchase Price for a System Upgrade is fixed and may not be increased at any time by the Contractor. The Value of Project as set out in the Specifications is part of the Total Purchase Price and is not subject to any mark-up or other administrative expense by the Contractor (except only for the Project Services Fee).

The City or the Library, as applicable, will pay the Total Purchase Price to the Contractor in installments as follows:

- (a) Subject to Section (b) below, the portion of the Value of Project shown in the Specifications as being attributable to a specific Deliverable will not be invoiced to the City or the Library until Acceptance of that Deliverable by the City.
- (b) Despite Section (a) all payments will be subject to a 10% holdback until Acceptance of the System Upgrade as a whole for its intended purpose.
- (c) The Project Services Fee will also be subject to the 10% holdback and will also only be payable as and when the portion of the Value of Project on which it is based becomes payable pursuant to Section (a) above.
- (d) Upon Project completion and Acceptance of System Upgrade, the Contractor may invoice for the 10% holdback amount. The balance of the Total Purchase Price (e.g. for maintenance and support) will then be paid as and when due under the terms of the Specifications.

1.8 Term of Each System Upgrade Contract

Except where expressly indicated otherwise in the Specifications, and despite any term to the contrary in the main part of this Agreement, the "Term" of this Agreement as it relates to each System Upgrade starts on issuance of the applicable purchase order for same and expires when the term of the maintenance and support period referred to in the Specifications expires or is sooner cancelled by the City or the Library, as the case may be.

1.9 System Upgrade Warranty/Title

The Contractor now agrees and warrants that

- each System Upgrade will be fit for its intended purposes and will be delivered in and operate in accordance with the Specifications and, provided the City, the applicable Other City Entity or the Library is then still subscribing to the maintenance or support services offered as part of the Specifications, will provide uninterrupted and error-free functionality to the City, such Other City Entity or the Library, and
- all risk of loss or damage, and all right, title and interest in and to each component of the System Upgrade will be transferred to the City, the relevant Other City Entity or the Library free and clear of all encumbrances upon delivery of same to the City's, such Other City Entity's or the Library's site, and with respect to such components which are comprised of software, the Contractor now grants the City, such Other City Entity or the Contractor, as applicable, a perpetual, fully paid-up, non-exclusive license to use the software for all such purposes as are reasonably required to utilize the System Upgrade, including making copies for back-up and archival purposes, and
- where Acceptance of any such component is not given by the City or the Library, the risk of loss or damage and the title to same will revert back to the Contractor upon picking up same from the City's, the relevant Other City Entity's or the Library's premises.

1.10 Maintenance and Support of the System Upgrade

Except where expressly indicated otherwise in the Specifications, and despite any term to the contrary in the main part of this Agreement, the Contractor will provide or cause the Sub-Contractor to provide full maintenance and support of each System Upgrade for at least 8 years from the date of Acceptance of the System Upgrade for a fixed annual fee which service may be cancelled at any time by the City or the Library (without cause or liability, but without being entitled to any refund for previously paid fees) upon 30 days written notice to the Contractor or applicable Sub-Contractor.

The maintenance and support will at a minimum provide that any and all defects in a System Upgrade will be fully remedied by the Contractor or its Sub-Contractor within 4 hours of notice (no matter when given, be it a weekend or holiday or outside of business hours) from the City or the Library, failing which the City or the Library may give a second notice and proceed to retain a third party or its own forces to remedy the defect and obtain reimbursement from the Contractor for all such amounts reasonably expended by the City or the Library in doing so.

1.11 Change Orders

At any time during the Term of a System Upgrade, the City or the Library may request changes and the Contractor will then provide a proposed change order setting out how the requested change will affect the Total Purchase Price, Project Schedule, and any other aspect. If the proposed change order is accepted by the City or the Library, then it and the Contractor will sign same and the Specifications will be deemed to be amended accordingly. If the City or the

SECURITY SERVICES AGREEMENT

Library does not accept the proposed change order, then the City or the Library, as the case may be, may direct the Contractor to proceed on the change as a change directive and the Contractor will then carry out the change directive and the parties will then attempt to cooperatively resolve how the change directive affects the System Upgrade, failing which they will refer the matter to dispute resolution in accordance with the main portion of this Agreement.

All changes will be priced (and in any dispute, will be settled) on the basis that the City and the Library will only be required to pay the Contractor's reasonable direct out-of-pocket costs of making the change and there will be no addition or deduction for increased profits or loss of profits, as the case may be.