

MINISTRY OF JUSTICE
Corporate Risk and Security Division

Request for Qualifications

SECURITY SERVICES

Request for Qualifications No. CRSD2015-001

Issue date:
September 1, 2015

Response location:

One complete Response must be received. Send to the Contact Person via email (Responses will be received on an ongoing basis):

Contact Person:

Betty-Ann Atherton
Special Advisor, Risk and Corporate Programs
BettyAnn.Atherton@gov.bc.ca
Corporate Risk and Security Division
Phone: 604 360-7131

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1. Overview of the Requirement

The Corporate Risk and Security Division of the Ministry of Justice provides security and safety consultant services to the Ministry of Justice (the “Ministry”) including executive, senior management, branch, and division staff.

The complexity and significance of the justice services provided by the Ministry can attract attention to employees and assets of the Ministry that can be threatening, intimidating or criminal in nature.

To assist in managing security risks and incidents, the Ministry established a Qualified Suppliers List for Security Services in 2011 and extended it in 2013 and again in 2015 (the “Original RFQ”). The Original RFQ has now expired and to address current business and service needs, a new RFQ is required.

The purpose of this RFQ is to:

- (1) invite Respondents who have an interest in providing Security Services (as defined in Section 4 of this RFQ) to the Province to identify themselves; and
- (2) to provide information that can be used to establish a pre-qualification list of providers of Security Services as described in this RFQ.

Respondents may seek qualification for one, more or all of the Security Services referred to in Section 4 of this RFQ.

A Contractor will be a ‘service provider’ as defined by the Freedom of Information and Protection of Privacy Act (BC) and will be required to comply with the provisions of the Act.

Due to the nature of the Ministry’s business and security environment, this RFQ will not be published publicly. Opportunities to submit a Response to this RFQ are available to all inquiring suppliers and Responses will be received on an on-going basis subject to the provisions of this RFQ.

2. Request for Qualifications Definitions

Throughout this Request for Qualifications, the following definitions will be used:

- a) “Business Day” means a day other than Saturday, Sunday or a statutory holiday in British Columbia;
- b) “Contact Person” means the person identified as the Contact Person on the cover page to this RFQ;
- c) “Contract” means a written contract executed by the Province and a Qualified Supplier substantially in the form attached as Appendix F to this RFQ;
- d) “Contractor” means a successful Respondent to this Request for Qualifications who enters into a written Contract with the Province;

- e) “List of Qualified Suppliers” or “List” means the list of names of Qualified Suppliers, (if any) established pursuant to this RFQ that have satisfied the conditions set by the Province for being added to and staying on that list;
- f) “Mandatory Criteria” means the mandatory criteria set out in Section 6.2 of this RFQ;
- g) “must”, or “mandatory” means a requirement that must be met in order for a Response to receive consideration;
- h) “Province” means Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Justice;
- i) “Qualified Supplier” means a Respondent who possesses the qualifications described in this RFQ and has satisfied any conditions set by the Province for being added to, and staying on, the List of Qualified Suppliers;
- j) “Respondent” means an individual or a company that submits, or intends to submit, a Response;
- k) “Response” means a statement of qualifications submitted in reply to this RFQ;
- l) “Response Submission Form” means the Response Submission Form attached at Appendix B2 to this RFQ;
- m) “RFQ” or “Request for Qualifications” means the process described in this document;
- n) “Security Services” or “Services” means one or more of the services described in Section 4 of this RFQ; and
- o) “should” or “desirable” means a requirement having a significant degree of importance to the objectives of this RFQ.

3. Request for Qualifications

3.1 Enquiries

All enquiries related to this RFQ should be directed, in writing, to the Contact Person at the email address on the front cover page of this RFQ.

Information obtained from any other source is not official and should not be relied upon. Respondents should not contact the Ministry unless indicated as the Contact Person.

Enquiries and answers may be recorded and distributed to all Respondents in the sole discretion of the Province.

3.2 Form of Response and Delivery Method

One (1) complete Response is to be received in accordance with the instructions below.

The Response must be in English and be submitted via email to BettyAnn.Atherton@gov.bc.ca using:

1. the Response Covering Letter attached at Appendix B1 duly completed and signed by a person authorized to sign on behalf of the Respondent; and
2. the Response Submission Form attached at Appendix B2 duly completed and signed by a person authorized to sign on behalf of the Respondent.

Responses should be clearly marked with the name and address of the Respondent, the RFQ number, and the project or program title.

3.3 Qualifications Review

The review of Responses will be undertaken by the Province and may include employees and contractors of the Province.

3.4 Review and Selection

The Province will review Responses against the Mandatory Criteria.

Responses not meeting all Mandatory Criteria as determined in the sole discretion of the Province will be rejected without further consideration.

Responses that do meet all the Mandatory Criteria will then be assessed and scored against the desirable criteria in accordance with Section 4.3 of this RFQ. Responses that do not meet the requirements set out in Section 4.3 of this RFQ will not be placed on the List. A letter outlining the low scoring areas of the Response will be provided to the Respondent. The Respondent may either update or amend its Response and/or submit one or more further Responses to this RFQ.

Respondents that:

1. submit a Response that meets the Mandatory Criteria; and
2. who score a minimum of 65% against the desirable criteria in accordance with Section 6.3 of this RFQ; and
3. who comply with the remaining requirements of this RFQ including Section 4.5,

will be placed on the List of Qualified Suppliers.

3.5 No Province Liability

This RFQ process is not intended to, and shall not, create a formal legally binding bidding process. For greater certainty and without limitation:

- a) neither the RFQ nor a Response shall give rise to any “Contract A” based tendering law duties or any other legal obligations arising out of any process, contract, or collateral contract;
- b) neither the Respondent nor the Province shall have the right to make any claim against the other with respect to the award of a contract, failure to award a contract or failure to honour a Response; and
- c) the Province will not be liable to any Respondent for any claims relating to this RFQ, the List of Qualified Suppliers, or for costs or damages of any type incurred by the Respondent in preparing the Response and submitting the Response, including but not limited to any loss of anticipated profit in connection with any contract or opportunity or any failure to negotiate a contract or opportunity, or any other matter whatsoever.

3.6 Respondent's Expenses

Respondents are solely responsible for their own costs, expenses however arising in connection with this RFQ, including but not limited to the preparation of a Response and subsequent negotiations with the Province, if any. The Province will not be liable to any Respondent whether in contract, tort or otherwise for any claims reimbursement, costs, expenses, damage or losses, of whatsoever nature, including, for costs incurred by the Respondent in preparing a Response, loss of anticipated profit in connection with any Contract or otherwise, or any other matter whatsoever.

3.7 List of Qualified Suppliers is not a Contract

Notice in writing to a Respondent that it has been identified as being added to the Pre-Qualification List will neither constitute a Contract nor give the Respondent any legal or equitable rights or privileges against the Province in relation to this RFQ or otherwise.

No legal relationship or obligation regarding the procurement of any services shall be created between the Respondent and the Province by this RFQ process unless and until the successful negotiation and execution of a Contract.

Without limitation to the generality of the forgoing, this RFQ is not a tender, an offer or a request for proposals nor is this RFQ an agreement to purchase services. The Province is not bound to enter into a Contract with any Qualified Supplier and no contract of any kind is formed pursuant to this RFQ.

3.8 List of Qualified Suppliers Not Binding

Any Qualified Supplier on the List of Qualified Suppliers may withdraw its name from the List of Qualified Suppliers by notifying the Contact Person in writing.

The Province may in its sole discretion withdraw a name of a Qualified Supplier from the List of Qualified Suppliers for any reason in the sole discretion of the Province by notifying that Respondent in writing.

Upon request, the Province may provide reasons for the withdrawal to the party that has been withdrawn from the List of Qualified Suppliers.

3.9 Modification of Terms

The Province may modify the terms of this RFQ at any time and may cancel this RFQ or the List of Qualified Suppliers in part or in whole, including without entering into a Contract, at its sole discretion at any time, with or without notice to any or all Respondents.

3.10 Ownership of Responses

All documents, including Responses, submitted to the Province become the property of the Province. They will be received and held in confidence by the Province, subject to the requirements of applicable laws including the provisions of the *Freedom of Information and Protection of Privacy Act*.

3.11 Collection and Use of Personal Information

Respondents are solely responsible for complying with the laws applicable to the collection and dissemination of information, including personal information concerning employees and employees of any subcontractors. If this RFQ requires Respondents to provide the Province with personal information of employees who have been included in the Response, Respondents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Province. Such written consents must be compliant with applicable laws and must specify that the personal information may be forwarded to the Province for the purposes of responding to this RFQ and use by the Province for the purposes set out in the RFQ.

The Province may, at any time, request the original consents or copies of the original consents from Respondents, and upon such request being made, Respondents will forthwith provide such originals or copies to the Province.

3.12 Additional Information on the RFQ

The Province will endeavor to provide subsequent information regarding this RFQ, including changes made to this document, to Respondents by emailed notification to the contact person shown on the Receipt Confirmation Form returned to the Province by the Respondent in accordance with Section 3.14 of this RFQ.

Notwithstanding the above, it is the sole responsibility of the Respondent to check for amendments and additional information through the Contact Person.

3.13 Confidentiality of Information

Information obtained by the Respondent as a result of or in connection with its participation in this RFQ is confidential to the Province and must not be disclosed without prior express written authorization from the Province.

3.14 Receipt Confirmation Form

Respondents should complete and return the Receipt Confirmation Form attached at Appendix A to this RFQ as soon as possible. All subsequent information regarding this RFQ, including changes made to this RFQ, will be directed only to Respondents who complete and return the Receipt Confirmation Form in accordance with this Section 3.14. Subsequent information will be distributed by the method indicated on the Receipt Confirmation Form.

Respondents may update the details shown on their Receipt Confirmation Form from time to time by completing and returning to the Contact Person a further Receipt Confirmation Form in the form attached at Appendix A to this RFQ.

3.15 Debriefing

The Ministry will on request offer a debriefing to unsuccessful Respondents at a mutually agreeable time.

3.16 Form of Contract

Any Contract entered into by the Province with a Qualified Supplier will be on substantially the terms set out in Appendix F and will be expressly on an “if, as and when required” basis.

4. Services and Response Requirements

4.1 Services

The following sub-sections list the Services and details of the types of Services that the Province may from time to time require from Qualified Suppliers who have entered into a Contract with the Province:

A. Security Systems Installation – Commercial and Residential

Including: the provision, installation and/or monitoring of safety and security systems

B. Security Consulting – Physical and Human Safety

Including: the review, assessment and/or recommendations of specific security situations

C. Security Manpower

Including: the provision of security guards, officers and/or protection specialists

The safety and security of the Ministry’ employees and assets is a priority for the Ministry.

The Services are required for projects that are confidential for security reasons and often require rapid response and delivery by the Contractor in order to maintain security or order or to protect human life, safety and security.

4.2 Qualifications Review

Responses will be reviewed by the Province in its sole discretion but having regard to the Response Requirements set out in Section 4.3 of this RFQ.

4.3 Response Requirements

The Services may be required throughout the province with the majority of Services anticipated to be required in the Lower Mainland. Respondents should address the following in their Response:

4.3.1 Corporate Information

Criteria	Response should address	Available Points
a) Contact information, including name, title, address, e-mail address, telephone and facsimile numbers of principal contacts and senior professionals that will be involved in the provision of the Services	Response demonstrates complete contact information, names of principles and senior professionals that will be involved in the provision of the Services	Pass/Fail
b) History, years of operation full legal name and description of corporate structure	Response provides info on history, years, corp. structure.	Pass/Fail
c) Description of legal ownership and control of entity, including details shareholders (if applicable) or others who own an interest in or control the entity.	Response provides info on ownership, control, and shareholder details regarding the Respondent.	Pass/Fail
d) Previous assignments	Response provides info on prev assignments (min of 3 and maximum of 10) that demonstrates the Respondent's experience relevant to this RFQ	Pass/Fail
e) Location of head office and facilities	Response provides physical/mail address, phone, fax numbers; identifies locations of various offices and contact information	Pass/Fail
f) Details of any applicable partnerships, alliances or	Response indicates partnerships, sub-	Pass/Fail

affiliations	contractors etc along with names, addresses and contact info. Response includes a description of the relationship and details.	
g) Details of any civil actions, or violations involving dishonesty (including fraud or deception) involving the Respondent, past and present.	Response indicates no civil actions, or violations involving dishonesty (including fraud or deception) involving the Respondent, past and present.	Pass/Fail
h) Any criminal charges, convictions or violations involving the Respondent.	Response indicates no criminal charges, convictions or violations involving the Respondent	Pass/Fail
i) Details of any insolvency or bankruptcy proceedings affecting the Respondent.	Response indicates no insolvency or bankruptcy proceedings	Pass/Fail

4.3.2 Services

Criteria	Response should address	Available Points
<p>a) This Response is for the following Services: (check box of all that apply)</p> <p><input type="checkbox"/> Security Systems Installation (including security and safety systems)</p> <p><input type="checkbox"/> Security Consulting (Physical and Human Safety)</p> <p><input type="checkbox"/> Security Manpower</p> <p><input type="checkbox"/> Security guards, officers</p> <p><input type="checkbox"/> Canine Team</p> <p><input type="checkbox"/> Protection Specialists</p>	Response should indicate what service(s) the Respondent is submitting a response for.	1

b) Response time guarantee <ul style="list-style-type: none"> - First line response when contacted by the ministry (should be available 365/24/7 and respond within 30 min or immediately if the Ministry indicates an emergency) - Ability to respond to all service coverage areas around the province 	Response provides details regarding what response times, in what situations and/or locations are and provides a guarantee	3
c) Service coverage areas <ul style="list-style-type: none"> - Identify where in the province service coverage is available 	Response indicates service coverage areas within BC and types of services in those areas	3
d) Associated costs to cover specific areas that exceed BC Government Group 1 travel rates	Response indicates specific costs that may be applicable over/above Group 1 travel rates	3

4.3.3 Business Operations

Criteria	Response should address	Available Points
a) Quality and Service Control <ul style="list-style-type: none"> i. Provide details of the quality assurance measures and controls, that the Respondent will or has adopted to ensure the quality of the Services 	Response indicates if/what quality assurance measures are in place, what the company requirements/processes are to ensure quality.	3
b) Supervision and Monitoring <ul style="list-style-type: none"> i. For system installation and consulting service areas, identify how supervision and monitoring of staff and work progress is carried out ii. For personnel management services, identify the check-in system used by staff working at off-site operations (guard force and others) and the monitoring process between staff and operations centre 	Response indicates detail regarding supervision and monitoring for the service area(s)	3

c) Reporting to Ministry i. Method, format and frequency ii. Distribution method iii. Storage of documents (electronic, hardcopy, location, retention, access control)	Response indicates reporting methods format, frequency, distribution, and storage	3
d) FOI Requests i. Provide details of how obligations as a service provider to a public body in accordance with the <i>Freedom of Information and Protection of Privacy Act</i> (BC) will be fulfilled	Response provides details that indicate the Respondent understands their obligations and that policy and procedures are in place to manage sensitive information and requests.	3
e) Confidentiality Program/Client Protection i. Assurance for high risk files ii. Protecting/Maintaining client image iii. Protection from actions of staff iv. Willingness to sign confidentiality agreement (employees, contractors)	Response indicates: - what policies procedures are in place that provide client assurance of confidentiality of high risk files, ensure a client's image and reputation are priority and protected, and ensure a client is protected from staff actions. - Response indicates willingness to ensure employees and contractors sign confidentiality agreements where required.	12 (3 each)
f) Workplace Violence Program i. Policy, procedures, reporting	Response indicates and provides some detail on policy/procedures and reporting of workplace violence program.	3
g) Business Continuity Plans i. Strategies to ensure service to the Ministry is carried out	Response indicates a business continuation plan (BCP) is in place	3

during and after disruptions which impact the Contractor	and some detail about it.	
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4.3.4 Personnel Management

Criteria	Response should address	Available Points
Executive		
a) Provide details of the directors and officers of the Respondent including: <ul style="list-style-type: none"> i. Qualifications, experience, industry standards, education ii. Specialization, license (provide copy and license #), certifications, and level of security clearance if applicable (ie RCMP, military, etc) iii. Professional memberships and designations iv. Relationship with company – employee (indicate # of years if current, former, f/t, p/t), owner, or other 	Response includes details of directors and officers, and is separately identified from executive and/or senior managers who will provide services. Response provides information on all categories.	3
b) Provide details of all employees (regardless of seniority) of the Respondent who will be primarily responsible for the provision of the Services: <ul style="list-style-type: none"> i. Qualifications, experience, industry standards, education ii. Specialization, license (provide copy and license #), certifications, and level of security clearance if applicable (ie RCMP, military, etc) iii. Professional memberships and designations iv. Relationship with company – employee (indicate # of years if current, former, f/t, p/t), owner, or other. 	Response includes details of all employees who will provide or be involved in the provision of Services. Response provides information on all categories.	3
Security Systems Installation		

Personnel		
<p>c) Provide individual resumes (maximum 10) for those who will be primarily responsible for the provision of the Services, and that outline the following:</p> <ul style="list-style-type: none"> i. Qualifications, experience, industry standards, education ii. Specialization, license (provide copy and license #), certifications, and level of security clearance if applicable (ie RCMP, military, etc) iii. Professional memberships and designation iv. Relationship with company – employee (indicate # of years if current, former, f/t, p/t), or other, 	<p>Response includes resumes. Response indicates all categories.</p>	<p>3 for resumes 3 for addressing all categories</p>
Security Manpower		
<p>d) Provide information regarding guards and officers.</p> <p>If applicable, the Response should include individual resumes for canine teams and protection specialists for those who will be primarily responsible for the provision of the Services (maximum 10) that outline the following:</p> <ul style="list-style-type: none"> i. Qualifications, experience, industry standards, education ii. Specialization, license (provide copy and license #), certifications, and level of security clearance if applicable (ie RCMP, military, etc). iii Professional memberships and designation iv. Relationship with company – 	<p>Response provides general information on guards/officers</p> <p>Response indicates information and resumes for canine teams and/or protection specialists (if applicable)</p>	<p>3</p> <p>For canine teams or protection specialist (if applicable):</p> <p>3 for resumes</p> <p>3 for addressing all categories</p>

employee (indicate # of years if current, former, f/t, p/t), or other		
Hiring and Recruitment		
Provide details of: <ul style="list-style-type: none"> i. hiring and recruitment process ii. approach to and policy regarding background checks iii. the security checks undertaken as part of the hiring and recruitment process (including ongoing checks) for those who will be involved with the provision of the Services. 	Response indicates the types of security checks done, and what background checks are completed for employees and when.	3
Orientation and Training		
Provide details of: <ul style="list-style-type: none"> i. orientation and training policies and procedures for employees who will be primarily responsible for the provision of the Services ii. ongoing employee training and development program iii. corporate employee incentive program 	Response indicates company has orientation and training policies and procedures, an employee incentive program and what it is, what employee training and development the company offers	3

4.4 Pricing

Respondents should provide a breakdown of fees for each Service type to include separate hourly rates for each job category involved in providing the Service, including by way of example only, installer, guards, consultants and protection specialists. Such hourly rates should be set out on a fully inclusive basis with the exception of travel and accommodation expenses (which will be reimbursed at the BC Government Group 1 rate) and applicable taxes.

Travel and accommodation rates are reimbursed at the BC Government Group 1 rate as amended from time to time and as at the date of this RFQ as set out in Appendix D.

4.5 Security Clearance

Respondents, their contractors and their respective employees, consultants and others in the sole discretion of the Province will be required to submit, from time to time, to one or more criminal records and other security checks as the Province may in its sole discretion require.

Without prejudice to the generality of the foregoing, Respondents will be required to provide the following to the Province duly completed, for each employee who may provide service to the Province, prior to entering into a Contract:

- Security Clearance Consent Form – Appendix E to this RFQ
- Confidentiality Agreement – Appendix C to this RFQ

Any costs associated with submitting to and obtaining such security clearances will be borne by the Respondents.

4.6 Location and Facilities

An on-site review of the Respondent's operations centre and/or facilities by the Province is mandatory.

Respondents' operations centres and/or facilities are required to meet provincial and federal security requirements as they relate to physical security, assets, information protection, information technology, electronic data management, and personnel management. Specifics will be provided to a Respondent once a Response has been received as set out in this RFQ.

Work locations will vary depending on the specific Services required. Contractors should be prepared to work at the locations set out in their Response as well as their own off-site work location and must be able to be contacted by cellular phone, telephone, fax and e-mail. Contractors should have access to standard office automation tools (i.e., e-mail, MS Word, MS Excel, and MS PowerPoint).

The on-site review is undertaken for the Province's internal purposes only and does not indicate any approval, accreditation or certification of compliance with laws or other requirements.

5. Use of List of Qualified Suppliers

Qualified Suppliers may from time to time and in the sole discretion of the Province be invited to enter into one or more Contract(s) on an 'as, if, and when requested' basis, or may be asked to compete on opportunities for the provision of Services as outlined in this Section 5.

The Province may, in its sole discretion, distribute or give access to the List to other ministries and to a "public body" as defined in the Attorney General Act (B.C.). If the Province does so distribute or give access to the List, the use, if any, of the List and the selection, retention and instruction of services will be at the sole discretion of the Province.

5.1 Obligation

The Ministry may select one or more Qualified Supplier in the sole discretion of the Ministry from the List to perform Services from time to time. The Ministry will be guided by the following criteria in selecting one or more Qualified Suppliers from the List:

1. Experience/Qualifications Relevant to Project;
2. Availability/Location/Capacity;
3. Cost;

4. Other applicable criteria on a case by case basis.

The Province may not necessarily select the Qualified Supplier offering the lowest rates or any Qualified Supplier for any project or assignment, and the Province may review or reconsider in the sole discretion of the Province the qualifications or other criteria required for a specific project or assignment.

Notwithstanding the above, there is no obligation whatsoever on the Province, or any other entity that may have access to the Pre-Qualification List pursuant to section 5.1, to:

- contact any one or more Qualified Supplier;
- to ask any one or more Qualified Supplier to enter into or compete to enter into any Contract; or
- to enter into any one or more Contracts.

5.2 Duration of List of Qualified Suppliers

The List, as it may be updated from time to time, is expected to remain in place for a maximum of five years from the date this RFQ was issued September 1, 2015 (Issue date). The List may be updated, revised or cancelled by the Province in whole or in part at such time or times as the Province may determine in its sole discretion.

5.3 Updates to Pre-Qualification List

The Province may, in its sole discretion and from time to time:

- request or permit Qualified Suppliers to submit additional information, including updated experience, availability and fee information; and
- update the List at any time, including by adding new, additional or modified services, adding new Qualified Suppliers to the List, and removing Qualified Suppliers from the List.

Qualified Suppliers should promptly notify the Contact Person in writing of any material changes to the information contained in the Response, and the Province may, but will not be obligated to, update the List, at any time, in its sole discretion, to reflect such changes. Material changes include, but are not limited to, changes in the identity or qualifications of individual or other key personnel employed by the Respondent.

Qualified Suppliers may, through the Contact Person provide periodic information updates. The Province may, but will not be obligated to, consider any such periodic information updates and update the List, at any time, in its sole discretion.

5.4 Use of Pre-Qualification List

The Province reserves the right, at its sole discretion, to:

- select Qualified Suppliers directly from the List to enter into one or more 'if, as and when' Contracts;

- invite any, some only or all of the Qualified Suppliers on the List to participate in competitive processes for one or more opportunities for the provision of Services;
- develop shortlists of Qualified Suppliers in connection with specific tasks and projects and invite the shortlisted Qualified Suppliers to compete for one or more Contracts in connection with the tasks and projects or otherwise use the List in connection with projects or assignments;
- not engage any Qualified Suppliers in connection with the provision of any Services or any project or task;
- not utilize the List in any way whatsoever, including without limitation, by not selecting any Qualified Suppliers to enter into, or by not inviting any Qualified Suppliers to compete for any one or more Contracts;
- employ open competitions to engage service providers who are not on the List, or otherwise engage service providers who are not on the List, including by doing so directly, in connection with any project or task or the performance of any Services;
- cancel, extend, expand, amend or make a call to the market-place to renew the List of Qualified Suppliers; or
- engage service providers who are not on the List.

5.5 No Endorsement

By establishing and maintaining the List and the information contained in the List, in classifying Qualified Suppliers on List, and in distributing or giving access to the List as contemplated in this RFQ, the Province is neither intending to nor is endorsing, recommending, or otherwise making any representation, express or implied, as to the List, the information (including its accuracy or completeness) contained in the List, the Qualified Suppliers classified on the List, or the use that may be made of the List or the information. The List, the information contained in the List, or the classification of any or all Qualified Suppliers on the List must not be held out by or on behalf of any Respondent or any third party as any endorsement, recommendation, or representation whatsoever, express or implied, of the Province.

5.6 Guidelines

The guidelines set out in this Section 5 regarding the use of the List of Qualified Suppliers are subject to change from time to time, as the Province may in its sole discretion determine, without notice to the Qualified Suppliers on the List.

6. Qualifications Review Criteria

6.1 Qualifications Review Stages

Stage 1

Responses will be checked for compliance with the Mandatory Criteria. Responses that do not meet the Mandatory Criteria will receive no further consideration during the evaluation process.

Stage 2

Responses meeting the Mandatory Criteria will be evaluated using the desirable criteria set out in Section 6.3.

The Respondent may be required to clarify any aspect of the Response or to answer any request for clarification related to the Response raised by the Province, including through an in person meeting if required.

Stage 3

Reference checks may be carried out by or on behalf of the Province in the sole discretion of the Province at any time, including during the Response evaluation to confirm any submitted information.

The Province reserves the right, in its sole discretion, to contact references and/or carry out other investigations and analysis in addition to or independently of the references provided by the Respondent without notice or reference to the Respondent. If any of the references, or the investigations or analysis undertaken by or on behalf of the Province is unsatisfactory to the Province, to be determined in the sole discretion of the Province, the Respondent may be excluded from the List of Qualified Suppliers in the Province's sole discretion.

Stage 4

Respondents will be notified of their status on the List of Qualified Suppliers.

6.2 Mandatory Criteria

The following are Mandatory Criteria. Responses not clearly demonstrating that they meet the Mandatory Criteria will receive no further consideration during the evaluation process.

Mandatory Criteria	
a)	The Response must be in English
b)	One (1) complete copy of the Response must be submitted in accordance with instructions set out at Section 3.2 of this RFQ.
c)	The Response must include a copy of the Respondent's valid Business License(s).
d)	The Response must include a copy of the Respondent's valid Security License(s) as issued by the Security Programs Division of the Ministry of Justice for each applicable category.
e)	The Response must include: (i) a copy of the Respondent's valid Certificate of Commercial General Liability

	insurance; (ii) an originally signed letter from the Respondent's insurance broker dated within 5 Business Days of the date of the Response confirming that the Respondent's insurance remains in full force and effect without modification.
f)	The Respondent must submit to an on-site review of its operations centre and/or facilities with a representative of the Province and receive a pass.
g)	The Response must include a minimum of three (3) client endorsements or references.
h)	The Response must include a current WorksafeBC Clearance letter for the Respondent

6.3 Desirable Criteria

Responses meeting the Mandatory Criteria will be further assessed and scored against the following desirable criteria.

Respondents are required to obtain a Pass in all categories of Corporate Information (Section 4.2.1)

Respondents are required to receive a score of at least 65% overall, and 50% percent within each of the following categories:

- a) Services (Section 4.3.2)
- b) Business Operations (Section 4.3.3)
- c) Personnel Management (Section 4.3.4)

A Respondent not meeting this requirement will receive no further consideration during the evaluation process.

Desirable Criteria	Points Available (without canine team and no protection specialists)	Points Available (with canine team and protection specialists)
Corporate Information (Section 4.3.1)	Pass/Fail	Pass/Fail
Services (Section 4.3.2)	10	10
Business Operations (Section 4.3.3)	22	22
Personnel Management (Section 4.3.4)	21	27
TOTAL POINTS AVAILABLE	53	59

7. Response Details

- 7.1 Responses are to be submitted in the following format and sequence to ensure that they receive full consideration. All pages should be consecutively numbered.

- a) The Response Covering Letter using the form set out in Appendix B1;
- b) The Response Submission Form using the form set out in Appendix B2;

Appendix A - Receipt Confirmation Form

Receipt Confirmation Form
SECURITY SERVICES
REQUEST FOR QUALIFICATIONS No. CRSD2015-001
MINISTRY OF JUSTICE
CORPORATE RISK AND SECURITY DIVISION

For any further distributed information about this Request for Qualifications,
please return this form by email as soon as possible to:

Betty-Ann Atherton

Email: bettyann.atherton@gov.bc.ca

COMPANY: _____

STREET ADDRESS: _____

CITY: _____ **POSTAL/ZIP CODE:** _____

PROVINCE/STATE: _____ **COUNTRY:** _____

MAILING ADDRESS, IF DIFFERENT: _____

PHONE NUMBER: (____) _____

CONTACT PERSON: _____

TITLE: _____

E-MAIL ADDRESS: _____

Please send us any further correspondence about this Request for Qualifications by:

☐ **Courier Collect:** Courier Name and Account No. _____

☐ ☐ **E-Mail**

Appendix B1 – Response Covering Letter

Letterhead or Respondent's name and address

Date:

CORPORATE RISK AND SECURITY DIVISION
MINISTRY OF JUSTICE

c/o BettyAnn.Atherton@gov.bc.ca

Subject: **List of Qualified Suppliers
Request for Qualifications No. CRSD2015-001, including any amendments or
additions (the "Request For Qualifications")**

The enclosed Response is submitted in response to the above-referenced Request for Qualifications.

We have carefully read and examined the Request for Qualifications and have conducted such other investigations as were prudent and reasonable in preparing the Response.

We are authorized to submit this Response on behalf of the Respondent.

We understand, acknowledge and agree that this RFQ process is not intended to, and shall not create a formal legally binding bidding process. For greater certainty and without limitation:

- a) neither the RFQ nor a Response shall give rise to any "Contract A" based tendering law duties or any other legal obligations arising out of any process, contract or collateral contract;
- b) neither the Respondent nor the Province shall have the right to make any claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a Response; and
- c) the Province will not be liable to any Respondent for any claims relating to the RFQ, the List of Qualified Suppliers, or for costs or damages of any type incurred by the Respondent in preparing the Response and submitting the Response, including but not limited to any loss of anticipated profit in connection with any failure to negotiate a contract, or any other matter whatsoever.

No legal relationship or obligation regarding the procurement of services shall be created between the Respondent and the Province by the RFQ process until the successful negotiation and execution of a written contract for such services.

Yours truly,

Signature

Name: _____

Title: _____

Telephone Number: _____

e-mail address: _____

Legal name of Respondent: _____

Date: _____

Appendix B2 – Response Submission Form

Request for Qualifications – Security Services Submission Form RFQ CRSD2015-001

Respondent Information

Respondent (legal
name)

Address

Street:

City:

Province:

Postal Code:

Country:

Contact First Name:

Title:

Last Name:

Telephone:

Email:

Fax:

Website:

Service Areas (check all that apply)

Service Area	Sub Category
a) Security Systems Installation – Commercial and Residential _____	The provision, installation and/or monitoring of: _____ safety systems _____ security systems
b) Security Consulting – Physical and Human Safety _____	The review, assessment and/or recommendations of specific security situations
c) Security Manpower _____	The provision of: _____ security guards _____ security officers _____ protection specialists

Mandatory Criteria

Criteria	Yes/No
a) The Response must be in English	
b) One (1) complete copy of the Response must be submitted in accordance with instructions set out at Section 3.2 of this RFQ.	
c) The Response must include a copy of the Respondent's valid Business License(s).	
d) The Response must include a copy of the Respondent's valid Security License(s) as issued by the Security Programs Division of the Ministry of Justice for each applicable category.	
e) The Response must include: (i) a copy of the Respondent's valid Certificate of Commercial General Liability insurance; (ii) an originally signed letter from the Respondent's insurance broker dated within 5 Business Days of the date of the Response confirming that the Respondent's insurance remains in full force and effect without modification.	
f) The Respondent must submit to an on-site review of its operations centre and/or facilities with a representative of the Province and receive a pass.	
g) The Response must include a minimum of three (3) client endorsements or references.	
h) The Response must include a current WorksafeBC Clearance letter for the Respondent	

Desirable Criteria


1. Corporate Information

Criteria	Response should address	Pass/Fail	Response (Attach additional pages if needed)
a) Contact information, including name, title, address, e-mail address, telephone and facsimile numbers of principal contacts and senior professionals that will be involved in the provisions of the Services	Response demonstrates complete contact information, names of principles and senior professionals that will be involved in the provisions of the Services		
b) History, years of operation full legal name and description of corporate structure	Response provides info on history, years, corp. structure.		
c) Description of legal ownership and control of entity, including details of shareholders (if applicable) or others who own an interest in or control the entity.	Response provides info on ownership, control, and shareholder details regarding the Respondent.		
d) Previous assignments	Response provides info on previous assignments (min of 3 and a maximum of 10) that demonstrate the Respondent's experience relevant to this RFQ		
e) Location of head office and facilities	Response provides physical/mail address, phone, fax numbers; identifies locations of various offices and contact information		
f) Details of any applicable partnerships, alliances or affiliations	Response indicates partnerships, sub-contractors etc along with names, addresses		

	and contact info. Response includes a description of the relationship and details.		
g) Details of any civil actions, or violations involving dishonesty (including fraud or deception) involving the Respondent, past and present.	Response indicates no civil actions, or violations involving dishonesty (including fraud or deception) involving the Respondent, past and present.		
h) Any criminal charges, convictions or violations involving the Respondent	Response indicates no criminal charges, convictions or violations involving the Respondent		
i) Details of any insolvency or bankruptcy proceedings affecting the Respondent	Response indicates no insolvency or bankruptcy proceedings		

2. Services

Criteria	Response should address	Available Points	Response (Attach additional pages if needed)
a) This Response is for the following Services: (check box of all that apply) <input type="checkbox"/> Security Systems Installation (including security and safety systems) <input type="checkbox"/> Security Consulting (Physical and Human Safety) <input type="checkbox"/> Security Manpower <input type="checkbox"/> Security guards, officers <input type="checkbox"/> Canine Team	Response should indicate what service(s) the Respondent is submitting a response for	1	

 Protection Specialists			
b) Response time guarantee - First line response when contacted by the ministry (should be available 365/24/7 and respond within 30 min or immediately if the Ministry indicates an emergency) - Ability to respond to all service coverage areas around the province	Response provides details regarding situations and/or locations are and provides a guarantee	3	
c) Service coverage areas - Identify where in the province service coverage is available	Response indicates service coverage areas within BC and types of services in those areas	3	
d) Associated costs to cover specific areas that exceed BC Government Group 1 travel rates	Response indicates specific costs that may be applicable over/above Group 1 travel rates	3	

3. Business Operations

Criteria	Response should address	Available Points	Response (Attach additional pages if needed)
a) Quality and Service Control i. Provide details of the quality assurance measures and controls, that the Respondent will or has adopted to ensure the quality of the Services	Response indicates if/what quality assurance measures are in place, what the company requirements/processes are to ensure quality.	3	
b) Supervision and Monitoring i. For system installation and consulting service areas, identify how supervision and monitoring of staff and work progress are carried out ii. For personnel management services, identify the check-in system used by staff working at off-site operations (guard force and others) and the monitoring process between staff and operations centre	Response indicates detail regarding supervision and monitoring for the service area(s)	3	
c) Reporting to Ministry i. Method, format and frequency ii. Distribution method iii. Storage of	Response indicates reporting methods format, frequency, distribution, and storage	3	

documents (electronic, hardcopy, location, retention, access control)			
d) FOI Requests i. Provide details of how obligations as a service provider to a public body in accordance with the Freedom of Information and Protection of Privacy Act (BC) will be fulfilled	Response provides details that indicate the Respondent understands their obligations, and that policy and procedures are in place to manage sensitive information and requests.	3	
e) Confidentiality Program/Client Protection i. Assurance for high risk files ii. Protecting/Maintaining client image iii. Protection from actions of staff iv. Willingness to sign confidentiality agreement (employees, contractors)	Response indicates: - what policies procedures are in place that provide client assurance of confidentiality of high risk files, ensure a client's image and reputation are priority and protected, and ensure a client is protected from staff actions. - Response indicates willingness to ensure employees and contractors sign confidentiality agreements where required.	12 (3 each)	
f) Workplace Violence Program i. Policy, procedures, reporting	Response indicates and provides some detail on policy/procedures and reporting of	3	

	workplace violence program.		
g) Business Continuity Plans i. Strategies to ensure service to the Ministry is carried out during and after disruptions which impact the Contractor	Response indicates a business continuation plan (BCP) is in place and some detail about it.	3	

4. Personnel Management

Criteria	Response should address	Available Points	Response (Attach additional pages if needed)
Executive			
a) Provide details of the directors and officers of the Respondent including: i. Qualifications, experience, industry standards, education ii. Specialization, license (provide copy and license #), certifications, and level of security clearance if applicable (ie RCMP, military, etc) iii. Professional memberships and designations iv. Relationship with company – employee (indicate # of years if current, former, f/t, p/t), owner, or	Response includes details of directors and officers, and is separately identified from executive and/or senior managers who will provide services. Response provides information on all categories.	3	

other			
<p>b) Provide details of all employees (regardless of seniority) of the Respondent who will be primarily responsible for the provision of the Services:</p> <ul style="list-style-type: none"> i. Qualifications, experience, industry standards, education ii. Specialization, license (provide copy and license #), certifications, and level of security clearance if applicable (ie RCMP, military, etc) iii. Professional memberships and designations iv. Relationship with company – employee (indicate # of years if current, former, f/t, p/t), owner, or other. 	<p>Response includes details of all employees who will provide or be involved with the provision of Services. Response provides information on all categories.</p>	3	
Security Systems Installation Personnel			

<p>c) Provide individual resumes (maximum 10) for those who will be primarily responsible for the provision of the Services, and that outline the following:</p> <ul style="list-style-type: none"> i. Qualifications, experience, industry standards, education ii. Specialization, license (provide copy and license #), certifications, and level of security clearance if applicable (ie RCMP, military, etc) iii. Professional memberships and designation iv. Relationship with company – employee (indicate # of years if current, former, f/t, p/t), or other, 	<p>Response includes resumes. Response indicates all categories.</p>	<p>3</p>	<p>3 for resumes 3 for addressing all categories (i. to iv.)</p>
<p>Security Manpower</p>			
<p>d) Provide information regarding guards and officers.</p> <p>If applicable, the Response should include individual resumes for canine teams and protection specialists for those who will be primarily responsible for the</p>	<p>Response provides general information on guards/officers</p> <p>Response indicates information and resumes for canine teams and/or protection specialists (if applicable)</p>	<p>3</p> <p>For canine teams or protection specialists (if applicable): 3 for resumes 3 for addressing all categories</p>	

<p>provision of the Services (maximum 10) that outline the following:</p> <ul style="list-style-type: none"> i. Qualifications, experience, industry standards, education i. Specialization, license (provide copy and license #), certifications, and level of security clearance if applicable (ie RCMP, military, etc). ii. Professional memberships and designation iii. Relationship with company – employee (indicate # of years if current, former, f/t, p/t), or other 			
Hiring and Recruitment			
<p>Provide details of:</p> <ul style="list-style-type: none"> i. hiring and recruitment process ii. approach to and policy regarding background checks iii. The security checks undertaken as part of the hiring and recruitment process (including ongoing checks) for those who will 	<p>Response indicates the types of security checks done, and what background checks are completed for employees and when.</p>	3	

be involved with the provision of the Services.			
Orientation and Training			
Provide details of: i. orientation and training policies and procedures for employees who will be primarily responsible for the provision of the Services iii. ongoing employee training and development program iv. corporate employee incentive program	Response indicates company has orientation and training policies and procedures, an employee incentive program and what it is, what employee training and development the company offers	3	

Respondent Signature

Appendix C – Confidentiality Agreement

THIS AGREEMENT made in duplicate as of the _____ day of _____, 20

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA**, as represented by the Minister of Justice

(the “Province”, “we”, “us”, or “our” as applicable)

OF THE FIRST PART

AND:

(herein called the “**Employee**”)

OF THE SECOND PART

AND:

(herein called the “**Contractor**”)

OF THE THIRD PART

These parties hereto agree as follows:

WHEREAS:

The Contractor and the Province have entered into an Agreement (Security Services) dated for reference as of the ____ day of _____, 20__, (the “Services Contract”) under the terms of which any employees of the Contractor to whom confidential information is disclosed are required to first execute a confidentiality obligation in the form of this Agreement.

- 1.1 The Employee is an employee of the Contractor.
- 1.2 The Employee is desirous of participating in the project, which is the subject of the Services Contract (the “Project”) and wishes to enter into this Agreement as a condition of such participation.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Province agreeing to disclose certain confidential information to the Contractor and the Employee, the Employee hereby agrees as follows:

2.1 For the purposes of this Agreement, "Confidential Information" means:

- (a) all documents and instruments including but not limited to designs, models, drawings, plans, specifications, statistical data, memoranda and reports provided to me or of which I become aware with respect to the Project;
- (b) all data, information or reports collected, received, obtained or prepared by me or of which I became aware with respect to the Project;
- (c) all communications or information with respect to the Project, obtained by me or of which I become aware as a result of conversations, meetings and e-mail between:
 - iv. me and the Province, its employees, servants, agents, consultants, contractors or representatives or among any persons or entities having agreements with the Province;
 - v. the Province, its employees, servants, agents, consultants, contractors or representatives or among any persons or entities having agreements with the Province and the Contractor; or
 - vi. the Contractor its employees, servants, agents, consultants, contractors or representatives or among any persons or entities having agreements with the Contractor and me; and
- (d) all work product with respect to the Project,

in whatever form or medium, including all copies and tangible embodiments.

2.2 The Employee covenants and agrees with the Province and with the Contractor that the Employee shall not at any time during his or her employment by the Contractor or at any time thereafter:

- (a) divulge or disclose any Confidential Information to any person or authorize the disclosure of any such Confidential Information, other than to an employee of the Contractor who has signed a confidentiality agreement in same for as this Agreement; or
- (b) use, directly or indirectly, cause or permit any other person to use any of the Confidential Information except as required in order to provide the services described in the Services Contract.

2.3 The Employee further covenants and agrees that any documents, including all copies thereof and extracts therefrom containing any Confidential Information which may come into possession of the Employee or be made by the Employee which in any

way pertain to the Project shall be the exclusive property of the Province and shall be delivered up to the Province as required by the Contractor as stipulated by the Services Contract or any agreement entered into pursuant thereto.

- 2.4 The Employee hereby affirms and represents to the Province and to the Contractor that he or she is under no obligation to any other former employer or to any other person which is any way inconsistent or in conflict with his or her obligations hereunder.

IN WITNESS WHEREOF of the parties hereto have executed this agreement as follows:

)
)
)
)
)
Signed by a duly authorized)
representative on behalf of the Her)
Majesty the Queen in right of the)
Province of British Columbia as)
represented by the Minister of)
Justice:)
)
)
_____,
Authorized Representative
_____.
(Date)

SIGNED AND DELIVERED by)
the Employee in the presence of:)
)
)
)
)
)
)
)
_____,
(Witness))
)
)
_____,
(Contractor's Employee – Signature)
_____,
(Contractor's Employee – Print Name)
_____.
(Date)

)
SIGNED AND DELIVERED by or)
on behalf of the Contractor by an)
Authorized Signatory for the)
Contractor in the presence of:)
)
)
)
)
_____,
(Witness))
)
)
_____,
(Contractor or Authorized Signatory)
_____,
(Print Name and Title)
_____.
(Date)

Appendix D - [Government Reimbursement Rates]

APPENDIX 1 - Group 1 Rates EXPENSES FOR CONTRACTORS

The following are allowable expenses for contractors. All expenses must be paid by the contractor. Expenses cannot be direct billed to the ministry except in unusual circumstances (in these cases a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose (e.g., to claim for GST credits).

Travel Expenses

The contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel, meal and accommodation expenses.

1. Meal Allowances:

Effective November 18, 2012, the following meal allowances can be claimed which must not exceed \$48.00 per day (receipts are not required):

Breakfast only	\$11.75	claim if travel starts before 7:00 a.m. or ends after 7:00 a.m.
Lunch only	\$13.50	claim if travel starts before 12:00 noon or ends after 12:00 noon.
Dinner only	\$22.75	claim if travel starts before 6:00 p.m. or ends after 6:00 p.m.
Breakfast and lunch only	\$25.25	see above
Breakfast and dinner only	\$34.50	see above
Lunch and dinner only	\$36.25	see above
Full day	\$48.00	

2. Mileage Rates When Using Private Vehicle:

Effective April 1, 2013 the private vehicle rate is \$.52 per kilometre (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas and maintenance.

3. Taxi and Parking:

Taxi and parking charges will be reimbursed if receipts/copies of receipts are provided. Tips identified separately on taxi receipts cannot be claimed.

4. Car Rentals:

Approved car rental agencies and the maximum rates for each community are listed at www.css.gov.bc.ca/csa/categories/vehicle_rentals/vehicle_rentals_daily/vehicle_rentals_daily.htm#suppliers. Other agencies are to be used only when these agencies cannot supply vehicles or when renting a vehicle outside BC. Contractors should ask for the government rate. Receipts/copies of receipts are required.

PAI (personal accident insurance) will not be reimbursed.

CDW/LDW (collision/loss damage waiver) will be reimbursed only when renting from a company not on the approved list for the specific community or when renting outside BC.

5. Accommodation:

a) **Hotel/motel** (Receipt/copy of receipt and proof of payment required).

Approved hotels and the maximum rates that may be claimed for rooms and supplementary items (e.g., parking) are listed in the Accommodation Guide. Rates may vary between summer, winter and shoulder seasons.

Only the single government rate will be reimbursed.

The "number in party" identified on the receipt must show only one person.

Process for Selecting Accommodation:

- Select the most cost-effective hotel from the accommodation guide that meets your business requirements.
- Ensure the expectations of the ministry expense authority are clarified (through the contract manager) regarding the price of accommodation before travel takes place.
- Ensure the rates charged by the hotel for the room and supplementary charges are at or below the rates quoted in the accommodation guide.

If the contractor cannot stay at any of the hotels listed in the guide due to an exceptional or emergency situation, pre-approval must be obtained from the ministry expense authority and attached to the expense claim. This approval should be obtained through the contract manager.

b) **Private lodging** (receipts are not required):

\$30 per night may be claimed when private lodging is arranged (e.g., staying with friends).

6. Airfare:

Economy airfare only will be reimbursed. Receipts/copies of receipts and proof of payment are required.

7. Miscellaneous Travel Expenses:

Laundry, gratuities, portage and personal phone calls cannot be claimed. Ferry charges and highway tolls can be claimed if supported by an original receipt. Other miscellaneous expenses incurred when travelling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt.

8. Out-of-Province Travel:

When B.C. contractors are required to travel out-of-province, a Travel Authorization form approved by the director must accompany the expense claim.

Other Expenses

1. Business Expenses (e.g., all costs associated with meetings, including business and guest meals):

Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the ministry, not the contractor).

2. GST:

When receipts are submitted for reimbursement, they should be adjusted to deduct the embedded GST. A contractor with a GST registration number can claim input tax credits from Canada Revenue Agency.

3. Miscellaneous Expenses (e.g. business telephone/fax calls, newspapers, etc.):

Miscellaneous expenses will be paid if supported by original receipts and in our opinion are necessarily incurred by you in providing the service. Contact the contract manager before incurring any misc. expenses.

Appendix E - Security Clearance Consent Form

Consent for Criminal Record Check

PART 1 (LEAVE BLANK – FOR COMPLETION)

Requestor's Surname		Requestor's Given name	
Organization	Requestor's Phone Number	Requestor's Email Address	
Contractors Position Title			

PART 2 (see last page for completion instructions)

Checks Required	Applicants Initials (for consent)
<p>Level 3 Police Record Check</p> <p>A police record check consists of the following searches: 1) Records of criminal convictions found in the Identification Data Bank attainable through the Canadian Police Information Centre (CPIC) for which a pardon has not been granted. 2) Records of criminal convictions attainable through CPIC for which a pardon has not been granted plus records of outstanding criminal charges which the RCMP are aware of or indicated within the Investigative Data Bank of CPIC. 3) Records of criminal convictions and summary of police information (including records of outstanding criminal charges which the RCMP are aware of or indicated within the Investigative Data Bank of CPIC) attainable through CPIC for which a pardon has not been granted plus records of discharges which have not been removed from the Identification Data Bank in accordance with the Criminal Records Act. This will include all charges regardless of disposition. 4) Police information located on computer systems (e.g. Police Information Retrieval System (PIRS), CPIC, PROS, PRIME, and LEIP) and information located through local police indices checks. This will include all information related to non convictions and all charges regardless of disposition.</p>	
<p>Prime</p> <p>Police information located on computer systems (e.g. Police Information Retrieval System (PIRS), CPIC, PROS, PRIME, and LEIP) and information located through local police indices checks. This will include all information related to non convictions and all charges regardless of disposition.</p>	

PART 3 (To be completed by applicant)

see last page for completion instructions

Surname		Given Name (1)		Given Name (2)	
Place of Birth		Usual First Name or Alias		Maiden Name/Other Surnames	
Sex <input type="checkbox"/> F <input type="checkbox"/> M	Date of Birth (yyyy/mm/dd)	Driver's Licence No. (even if expired)		Phone Number (incl. area code)	Email Address
Address (no., street, apt.)		City	Province	Postal Code	Country

PART 4 SELF DISCLOSURE Full disclosure of all charges and convictions is required, including information as a Young Offender pursuant to Section 119(1)(o) of the *Youth Criminal Justice Act*.

Have you ever been charged or convicted of a criminal offence? YES NO (Please include **ALL** charges or convictions **regardless of their outcome**)

If you answered "yes", give details in the space provided below. Use a separate sheet if necessary.

Year of Offence(yyyy)	Location of Offence(s)	Offence/Charge	Disposition (Court Outcome)
-----------------------	------------------------	----------------	-----------------------------

I make this solemn declaration that the information provided in this Part is true and complete

Signature

Date (yy/mm/dd)

PART 5

PRIVACY STATEMENT:

The information on this form is required for the purposes of conducting a security screening assessment. It is collected pursuant to Section 8(1) of the Privacy Act of Canada, and Sections s.26(c), 32(b) and 33.1(1)(b) of the British Columbia Freedom of Information and Protection of Privacy Act (FOIPPA).

WAIVER AND RELEASE:

I hereby release and forever discharge (i) Her Majesty the Queen in Right of Canada, the Royal Canadian Mounted Police, their members, employees, agents and assigns, and (ii) Her Majesty the Queen in Right of the Province of British Columbia and all employees and agents of the Province of British Columbia from any and all actions, causes of actions, claims, complaints and demands for any form of relief, damages, loss or injury which may hereafter be sustained by myself, howsoever arising from the above authorized disclosure of information and waive all rights thereto.

DECLARATION AND CONSENT:

I, the undersigned, do hereby consent to the collection and disclosure of the personal information related to the security screening checks indicated in Part 2 of this form for the purpose of assessing my suitability, reliability and security as it relates to contracting with the BC Public Service. This includes a search of BC's court database about criminal charges and convictions (including convictions that have been pardoned).

I certify, to the best of my knowledge that the information I have provided and will provide is complete, honest and accurate. I understand that a false statement or omission of facts herein may disqualify me from consideration or result in the subsequent termination of my contract.

I authorize the release of this information to the Ministry of Justice for the purposes of determining my suitability for contracting with the BC government. I authorize the Ministry of Justice to release a copy of this consent form to any third party deemed necessary to in order to collect or verify any third-party information required for assessing my suitability. I understand that my consent will be retained on file, that if I am charged or convicted of an offence subsequent to this record check I agree to report the charge or conviction to the Ministry, and that I will be required to submit to periodic rechecks to retain my contractual role.

Applicant Name (please print)

Applicant's Signature

Date Signed

Instructions for Completion of Consent Form

GENERAL

The document may be completed electronically but requires initials and signature by hand. If completed by hand, submissions must be in ink and be legible to be accepted. If the space provided in any section is insufficient, attach additional pages as needed. Any additional pages must include the applicant's name, initials and the date at the top of each page. If the applicant does NOT provide their consent, security screening cannot proceed and the application process will be terminated. Consent may only be given by an applicant who has reached the age of majority, otherwise the signature of a parent or guardian is required. The age of majority is 19 years in British Columbia.

PART 2

All the types of security screening that are applicable to the position are listed in Part 2. The applicant consents by entering his or her initials beside each type of security screening. The following describes the checks required:

Level 3 Police Record check

This check includes the four searches set out in Part 2 of the consent form. It includes a search of CPIC (Canadian Police Information Centre)

PRIME check

This check consists of searching local Police records. Both the Level 3 and the PRIME box must be initialled for a Box 4 check to be completed.

PART 3

To be completed by the applicant in full. Attach additional pages if necessary.

PART 4

This self-disclosure is required so that the RCMP can confirm information found in CPIC.

Appendix F – Form of Contract

GENERAL SERVICE AGREEMENT



<i>For Administrative Purposes Only</i>	
<i>Ministry Contract No.:</i> _____ <i>Requisition No.:</i> _____ <i>Solicitation No.(if applicable): RFQ CRSD2015-001</i> <i>Commodity Code:</i> _____ <i>Contractor Information</i> <i>Supplier Name:</i> <i>Supplier No.:</i> <i>Telephone No.:</i> <i>E-mail Address:</i> <i>Website:</i>	<i>Financial Information</i> <i>Client:</i> _____ <i>Responsibility Centre:</i> _____ <i>Service Line:</i> _____ <i>STOB:</i> _____ <i>Project:</i> _____

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SCHEDULE A – SERVICES

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SCHEDULE E – PRIVACY PROTECTION SCHEDULE

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SCHEDULE G – SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the [Insert] day of [Insert], 2015.

BETWEEN:

[Insert](the “Contractor”) with the following specified address and fax number:

[Insert]

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Justice (the “Province”) with the following specified address and fax number:

Corporate Risk and Security Division
5th Floor, 910 Government Street
V8W 1X3
Fax: 250-387-7309

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

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

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) “Act” means the *Freedom of Information and Protection of Privacy Act* (British Columbia)
- (b) “Business Day” means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (c) “Change in Ownership” means, with respect to a person, a change in the ownership, whether beneficial or otherwise, of the shares or units of ownership of such person, or in the direct or indirect power to vote or transfer any of the shares or units of ownership of such person.
- (d) “Control” of a person means any of the following:
 - (i) the power to direct or cause the direction of the management, actions, policies or decisions of that person, whether directly or indirectly through other persons, and whether through the ownership of shares, voting securities, partnership interests, units of ownership or other ownership interests, or by contract, or otherwise;
 - (ii) legal or beneficial ownership or control over equity or ownership interests in that person, whether directly or indirectly through other persons:
 - a. having a subscribed value (taking into account contributions to be made) of more than one half of the subscribed value (taking into account contributions to be made) of all equity or ownership interests in that person; or
 - b. carrying more than one half of the voting rights for:
 - i. the management, actions, policies or decisions of that person; or
 - ii. the election or appointment of directors or managers of that person;or

- (iii) if the person is a corporation, “control” within the meaning of Section 2(3) of the Business Corporations Act (British Columbia) in effect as at the date of this Agreement,
- (e) “Incorporated Material” means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (f) “Material” means the Produced Material and the Received Material;
- (g) “Produced Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (h) “Received Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (i) “Services” means the services described in Part 2 of Schedule A;
- (j) “Subcontractor” means a person described in paragraph (a) or (b) of section 13.4; and
- (k) “Term” means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of “record”

- 1.2 The definition of “record” in the *Interpretation Act* is incorporated into this Agreement and “records” will bear a corresponding meaning.

2 SERVICES

Provision of services

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

Term

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

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor’s obligations under this Agreement, including the license under section 6.4.

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, including the provisions of the Security Services Act.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

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

Statements of accounts

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

Withholding of amounts

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

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

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

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any qualification or competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
 - (b) if the Contractor is not an individual,

- (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.
- (c) the Contractor has familiarized itself with the provisions of the Act and acknowledges that the Contractor is a service provider to the Province pursuant to and for the purposes of the Act.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy and the Freedom Information and Protection of Privacy Act

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E and without prejudice to the foregoing comply with the provisions of the Act.

Security

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

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

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

5A REFERENCES AND OTHER INVESTIGATIONS

Reference Checks

5A.1 The Province may at any time and from time to time, in the sole discretion of the Province:

- (a) conduct and update from time to time credit, credit reference, reference, criminal record, litigation, bankruptcy, tax payer information and other checks and obtain references from any Persons, including Persons other than those listed by Proponents in any part of their Proposals;
- (b) conduct and update any other background checks or investigations;
- (c) independently consider, investigate, research, analyze, request or verify any information or documentation whether or not contained as part of any qualification or competitive process resulting in this Agreement being entered into, including in connection with the verification of any such information.

Province Action

5A.2 The Province may in response to information received or obtained pursuant to any checks or investigations carried out pursuant to Section 5A.1 of this Agreement, do either or both of the following:

- (a) remove the Contractor from any qualified supplier or similar list;
- (b) terminate this Agreement in accordance with Section 11.4 of this Agreement provided that such termination may at the option of the Province take effect forthwith and in such event the 10 day notice period specified in Section 11.4 of this Agreement shall not apply.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor)

may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
 - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

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

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

Insurance

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

Workers compensation

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

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
 - (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

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

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of

the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

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

Province's options on default

11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, in the sole, absolute and unfettered discretion of the Province, elect to do any one or more of the following without having any obligation to pay the Contractor or otherwise compensate the Contractor as a result of such termination:

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

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement,

provided that the Province shall have not any further obligation(s) to the Contractor including to pay the Contractor or otherwise compensate the Contractor as a result of such termination

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

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

Assignment and Change in Ownership or Control

- 13.3A The Contractor must not assign or transfer, whether directly or indirectly, or carry out any other transaction which has the same or similar effect to an assignment or transfer, of any of the Contractor's rights under this Agreement without the Province's prior written consent, which consent may be withheld in the sole, absolute and unfettered discretion of the Province.
- 13.3B No change in Control of the Contractor shall be permitted without the Province's prior written consent, which consent may be withheld in the sole, absolute and unfettered discretion of the Province
- 13.3C No Change in Ownership of the Contractor, or any other person which has Control of the Contractor shall be permitted without the Province's prior written consent, which consent may be withheld in the sole, absolute and unfettered discretion of the Province.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent which consent may be withheld in the sole, absolute and unfettered discretion of the Province, excepting persons listed in the attached Schedule C (if any).

No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement.

The Contractor must ensure that:

- (a) any person retained by the Contractor to perform obligations under this Agreement; and
- (b) any person retained by a person described in paragraph (a) to perform those obligations, fully complies with this Agreement in performing the subcontracted obligations.

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

Schedules

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

Independent contractor

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

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

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

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

Further assurances

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

Additional terms

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

Governing law

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

14 INTERPRETATION

14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

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

PART 1. TERM:

The term of this Agreement commences on [Insert] and ends on [Insert].

PART 2. SERVICES:

Provide Security Services:

[Note to Draft: To be completed as applicable]

[- Security Systems Installation – Commercial and Residential

Including: the provision, installation and/or monitoring of safety and security systems

- Security Consulting – Physical and Human Safety

Including: the review, assessment and/or recommendations of specific security situations

- Security Manpower

Including: the provision of security guards, officers and/or protection specialists]

on an if, as and when required basis, to locations as specified by the Ministry of Justice. Service levels and type are determined once a request has been issued. Fees are variable depending on the service requested. The Requestor (as defined below) must be advised of the fees and approve of them at the time the services are requested.

A. Security Service Area added from RFQ document

Reporting requirements

1. Individuals approved to request services (the “Requestor”) include:
 - a. Carl Prophet, Strategic Lead, Ministry Risk and Security
 - b. Steve Hoffman, Special Advisor – Security
 - c. Jenny Manton, Director Business Operations, Criminal Justice Branch
 - d. Betty-Ann Atherton, Special Advisor – Risk and Corporate Programs

Requests from ministry staff other than those identified herein must be confirmed with an approved Requestor.

2. The Contractor will ensure that all Contractor employees who respond to a request for services under this contract have signed a confidentiality agreement and a non-conflict of interest agreement. These are to be signed and provided/faxed to the Requestor at the time a request is provided.

PART 3. RELATED DOCUMENTATION:

The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

PART 4. KEY PERSONNEL:

Not applicable

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$[NTD – To be inserted] is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rates:[] (exclusive of any applicable taxes)

[NTD – To be inserted]

3. EXPENSES:

Expenses:

Travel, accommodation and meal expenses for travel greater than 32 kilometers away from Metro Vancouver or Greater Victoria on the same basis as the Province pays its Group I employees when they are on travel status.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period together with any applicable taxes, including a declaration by the Contractor of all hours worked on each day during the Billing Period;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause;
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Definitions

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

Purpose

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the

performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

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

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

Not applicable.

Schedule G – Security Schedule

Definitions

1. In this Schedule,

- (a) “Equipment” means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
- (b) “Facilities” means any facilities at which the Contractor provides or is to provide the Services;
- (c) “Information” means information:
 - (i) in the Material, or
 - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
- (d) “Record” means a “record” as defined in the *Interpretation Act*;
- (e) “Sensitive Information” means:
 - (i) Information that is “personal information” as defined in the *Freedom of Information and Protection of Privacy Act*, or
 - (ii) any other Information specified as “Sensitive Information” in Appendix G6, if attached; and
- (f) “Services Worker” means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include:
 - (i) the Contractor or a subcontractor if an individual, or
 - (ii) an employee or volunteer of the Contractor or of a subcontractor.

Schedule contains additional obligations

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

Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening and other clearances

4. (a) The Contractor may only permit a Services Worker who is an employee or a volunteer of the

Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute a security risk. The Contractor must create, obtain and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

- (b) Notwithstanding any other provision of this Agreement or this Schedule:
 - (i) the Province may, from time to time and in the discretion of the Province, require the Contractor to submit to or to provide to the Province one or more security clearances, certifications or approvals, including criminal records checks, at the cost and expense of the Contractor;
 - (ii) the Primary Contractor shall not permit or continue to permit a Service Worker or any other person for whom the Contractor is in law responsible, who engages in misconduct or is incompetent or negligent in the performance of any duties or whose involvement in the Services is otherwise undesirable, including because of any criminal or suspected criminal involvement or affiliations, in each case as determined by the Province in its sole discretion, to perform the Services or be involved in any way with the performance of the Services.

Services Worker activity logging

- 5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) their access to Sensitive Information; and
 - (b) other matters specified by the Province in writing from time to time for the purposes of this section.
- 6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

- 7. The Contractor must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 - (b) limit access to Facilities and Equipment of the Contractor
 - (i) being used by the Contractor to provide the Services, or
 - (ii) that may be used by someone to access Information,
- to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.

8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

9. The Contractor must:
 - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
 - (b) comply with the information access control requirements set out in Appendix G3, if attached.

Integrity of Information

10. The Contractor must:
 - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
 - (b) comply with the information integrity requirements set out in Appendix G4, if attached.
11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
 - (a) remained as complete as when it was acquired or accessed by the Contractor; and
 - (b) not been altered in any material respect.

Documentation of changes to processes

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

Notice of security breaches

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

Review of security breaches

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in and cooperate with the review. .

Retention of Records

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

Storage of Records

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

Audit

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
 - (a) any Records in the possession of the Contractor containing Information; or
 - (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

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

Termination of Agreement

18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule.

Interpretation

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

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

SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor determine whether or not a Services Worker constitutes a security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of “primary identification” of the Services Worker and at least one piece of “secondary identification” of the Services Worker,* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none">• B.C. driver’s licence or learner’s licence (must have photo)• B.C. Identification (BCID) card <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none">• Canadian birth certificate <p>Issued by Government of Canada:</p> <ul style="list-style-type: none">• Canadian Citizenship Card• Permanent Resident Card• Canadian Record of Landing/Canadian Immigration Identification Record	<ul style="list-style-type: none">• School ID card (student card)• Bank card (only if holder’s name is on card)• Credit card (only if holder’s name is on card)• Passport• Foreign birth certificate (a baptismal certificate is not acceptable)• Canadian or U.S. driver’s licence• Naturalization certificate• Canadian Forces identification• Police identification• Foreign Affairs Canada or consular identification• Vehicle registration (only if owner’s signature is shown)• Picture employee ID card• Firearms Acquisition Certificate• Social Insurance Card (only if has signature strip)• B.C. CareCard• Native Status Card• Parole Certificate ID• Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no

relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

Request for Proposal e-Advertisement

Ministry of Attorney General Sussex Building Security Guard Services Security Patrol

- All Locations Specified

-  Supplier Attachments Exist

For more information contact:

Final

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Amendment #3

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Summary Details:

March 5, 2007 - Amendment #3

Amendment #1 posted a revised RFP document that was supposed to be dated February 23, 2007, but was dated February 15, 2007, in error. Amendment #3 corrects this error. In all other respects, the RFP document remains the same as it was posted under Amendment #1.

February 23, 2007 - Amendment #2

Questions and Answers from February 23, 2007 proponents meeting at 1001 Douglas Street.

February 23, 2007 - Amendment #1

Amendment to posting.

A new RFP document dated February 23, 2007 has replaced the original RFP document dated February 15, 2007.

The main changes are as follows:

Section B. 5.1 (e) sentence re-worded

Section B. 5.1 (f) new clause added to Mandatory Requirements

Section B.7.3 Re-worded

Section B.7.4 New sentence added at end of paragraph - "Providing a unit price for each of the three types of services is a mandatory requirement of the RFP. Failure to do so will result in the proposal receiving no further consideration."

Appendix B, Draft General Service Agreement

Slight change in schedule information on the cover page. Schedule "F" now reads "Sussex Security Guard Post Orders" and Schedule "G" now reads "n/a".

Appendix B, Schedule "A", Draft General Service Agreement
Section A, 2.1 and Section A, 2.2 have been re-worded.

Appendix B, Schedule "A", Draft General Service Agreement
Section A, 2.7 has been re-worded.

Appendix B, Schedule "A", Draft General Service Agreement
Section A, 3. has been re-worded.

Appendix B, Schedule "A", Draft General Service Agreement
Section A, 4.1 - coverage time changed.

Appendix B, Schedule "D", Draft General Service Agreement
Section 4 - Fidelity Bond incorporated into Section 1 and renamed Section 1 (c). Wording for Fidelity Bonding also amended.

Appendix B, Schedule "E", Draft General Service Agreement
Privacy Protection Schedule - new schedule added

Appendix C - Deleted - Draft General Service Agreement incorporated into Appendix B

The list of changes above are provided for the convenience of the proponents and is not intended to document all differences between the two documents. The proponents are fully responsible for ensuring their proposals all requirements of the revised RFP document.

The purpose of the Request for Proposal (RFP) is to select a qualified Proponent to provide the Ministry of Attorney General with security guard services at 1001 Douglas Street (Sussex Building) by controlling access to the building, response capability and providing various related administrative duties.

It is recommended that the proponents review the mandatory criteria prior to preparing the RFP response.

The RFP documentation is attached.

Please note there will be an optional Proponent's Meeting on Friday, February 23, 2007, at 11:00 AM, in the Main Floor Lobby, 1001 Douglas Street, Victoria, BC.



BRITISH COLUMBIA

The Best Place on Earth

General Service Agreement

Ministry Contract No.

01AG0815039

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by
Facilities Services Division
Ministry of Attorney General

(the "Province", "we", "us", or "our" as applicable) at the following address:

PO Box 9257 Stn Prov Govt
Victoria BC

Postal Code: V8W 9J4 Fax Number: (250) 356-9528

AND

(the "Contractor", "you", or "your" as applicable) at the following address:

Postal Code:

Fax Number:

THE PARTIES AGREE TO THE TERMS OF THE AGREEMENT SET OUT ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW (THIS "AGREEMENT").

SCHEDULE A - Services

Services:
Please see attached Schedule "A"

Term Start Date: April 1, 2007

End Date: March 31, 2008

SCHEDULE B - Fees and Expenses

Fees:
Please see attached Schedule "B"
Maximum Amount:

Expenses:

THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF ATTACHED:

SCHEDULE C - n/a

SCHEDULE E - Privacy Protection

SCHEDULE G - n/a

SCHEDULE D - Insurance

SCHEDULE F - Sussex Security Guard Post Orders

SIGNED AND DELIVERED

on the day of 20 on behalf of the Province by its duly authorized representative

Signature:

Print name:

SIGNED AND DELIVERED

on the day of 20 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)

Signature(s):

Print name(s):

READ TERMS ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED ABOVE

FOR ADMINISTRATIVE PURPOSES ONLY

MINISTRY CONTRACT NO: 01AG0815039

REQUISITION NO:

COMMODITY CODE:

CLIENT: RESP SERVICE
CENTRE: LINE:

STOB PROJECT:

CONTRACTOR INFORMATION: WCB NO:

SUPPLIER NO:

TEL NO:

E-MAIL ADDRESS:

TERMS OF GENERAL SERVICE AGREEMENT

CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this Agreement. You must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this Agreement, including the license under section 14.
3. Unless otherwise specified in this Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this Agreement, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are
 - (a) produced by you or a subcontractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by you or a subcontractor (the "Incorporated Material")), or
 - (b) received by you or a subcontractor from us or any other person (the "Received Material").

In this Agreement, the Produced Material and the Received Material is collectively referred to as the "Material".

9. You must treat as confidential all information in the Material and all other information accessed or obtained by you or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure without our prior written consent except
 - (a) as required to perform your obligations under this Agreement or to comply with applicable law,
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement, or
 - (c) if it is information in any Incorporated Material.
10. You must
 - (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and
 - (b) comply with the Security Schedule, if attached as Schedule G.

11. If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must advise the person to make the request to us.
 12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
 13. We exclusively own all intellectual property rights, including copyright, in
 - (a) Received Material that you receive from us, and
 - (b) Produced Material, other than any Incorporated Material.
- Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting in us of the copyright in the Produced Material, other than any Incorporated Material.
14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
 15. You must comply with the Privacy Protection Schedule, if attached as Schedule E.
 16. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D, if attached, as those terms may be modified from time to time in accordance with our directions.
 17. You must apply for and, immediately on receipt, remit to us any available refund, rebate or remission of federal or provincial tax or duty that we have paid you for or agreed to pay you for under this Agreement.
 18. You must comply with all applicable laws.
 19. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
 20. You must not assign any of your rights under this Agreement without our prior written consent.
 21. You must not subcontract any of your obligations under this Agreement without our prior written consent other than to persons listed in Schedule C, if that Schedule is attached. No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must ensure that any subcontractor you retain fully complies with this Agreement in performing the subcontracted obligations.
 22. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
 23. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
 24. You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.

PAYMENT

25. If you comply with this Agreement, we must pay you

- (a) the fees described in Schedule B, and
- (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.

We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

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

27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.

28. Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

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

30. We certify to you that the Services purchased under this Agreement are for our use and are being purchased by us with Crown funds and are therefore not subject to the Goods and Services Tax.

31. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

32. We may terminate this Agreement

- (a) for your failure to comply with this Agreement, immediately on giving written notice of termination to you, and
- (b) for any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Agreement.

33. If you fail to comply with this Agreement, we may terminate it and pursue other remedies as well.

GENERAL

34. You are an independent contractor and not our employee, agent, or partner.

35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Agreement on your behalf to enter into and execute this Agreement on your behalf without affixing your common seal.

36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.

37. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.

38. Time is of the essence in this Agreement.

39. Any notice contemplated by this Agreement, to be effective, must be in writing and either

- (a) sent by fax to the addressee's fax number specified in this Agreement,
- (b) delivered by hand to the addressee's address specified in this Agreement, or
- (c) mailed by prepaid registered mail to the addressee's address specified in this Agreement.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

40. A waiver of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.

41. No modification of this Agreement is effective unless it is in writing and signed by the parties.

42. This Agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.

43. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

44. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Agreement ends.

45. The schedules to this Agreement are part of this Agreement.

46. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.

47. This Agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.

48. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.

49. In this Agreement,

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties", and
- (d) "attached" means attached to this Agreement when used in relation to a schedule.

50. If Schedule F is attached, the additional terms set out in that schedule apply to this Agreement.

SCHEDULE "A"

SUSSEX BUILDING SECURITY GUARD SERVICES

A) SERVICES

1. The Contractor will perform the following Services set out in this Section A) of this Schedule to the satisfaction of the Province.
2. The Contractor will provide uniformed security services for the Ministry of Attorney General offices located at 1001 Douglas Street (Sussex Place) in Victoria, British Columbia in accordance with the following:
 - 2.1 Hours of continuous coverage (core hours) at the Security Station located in the 1st floor lobby by at least two qualified security person will be daily, Monday to Friday from 8:00 a.m. to 3:00 pm and continuous coverage by at least one qualified person from 7:00 am to 8:00 am and 3:00 pm to 5:00 pm, except on the 11 designated provincial government statutory holidays. It is expected the Contractor will provide qualified staff to cover any statutorily required breaks or any other necessary absences from the Security Station. The Province reserves the right to change the hours of continuous coverage (core hours) at its sole discretion.
 - 2.2 The Contractor must hold and maintain during the Term, a Security Patrol Business License in good standing, as issued by the Security Programs Division of the Ministry of Public Safety and Solicitor General.
 - 2.3 The Contractor will provide a list of personnel who will provide services. Each person providing security services must hold and maintain in good standing during the Term, a Security Employees License for Security Patrol as required by the *Private Investigators and Security Agencies Act* and have a minimum of twelve (12) months security guard service or similar experience.
 - 2.4 The Security Personnel on duty will:
 - a. Monitor to ensure only authorized staff and visitors gain entrance to the building;
 - b. Coordinate courier pick-ups and deliveries;
 - c. Record all abnormal situations in the daily log book and reporting any specific issues to the Province;
 - d. Notify ministry staff and/or police of security issues;
 - e. Liaise with designated staff and maintenance personnel on building access controls and general security issues;
 - f. Receive and reply to electronic mail messages as appropriate;
 - g. Communicate with staff and the public in a courteous and business-like manner;
 - h. Become knowledgeable about the building;
 - i. Develop a recognition of regular staff and visitors and be able to readily determine and detect when authorization must be verified; and,
 - j. Become knowledge about and undertake the activities detailed in the 'Sussex Building Security Guard Post Orders' (see Schedule "F").

- 2.5 The Contractor shall assign two or three, permanent, suitably trained staff persons and back-ups to provide this service. The Contractor shall notify and obtain approval from the Province's Representative prior to changing assigned security personnel and provide resume and copies of employee security licenses within 24 hours of the initial duty. The Province reserves the right to request a change in security guards assigned to any building.
- 2.6 The Province reserves the right to cancel the Agreement where, in its reasonable opinion, frequent changes to security personnel have created a problem in meeting the requirements of 2.4 above.
- 2.7 The Province will provide one shift of on the job training on (Date to be Determined), for the Contractor's staff. The Contractor will provide replacement training for new employees of one day on the job training. The costs of this subsequent orientation and training are the responsibility of the contractor.
3. Uniformed security guards (additional guards) shall be provided on an as, if and when requested basis to provide access control to any building in Victoria occupied by the Ministry of Attorney General or the Ministry of Public Safety and Solicitor General in the downtown Victoria area.
- 3.1 The main locations are 1001 Douglas Street, 910 Government Street, 1019 Wharf Street, 1175 Douglas Street, and 1405 Douglas Street. The contractor is not required to become familiar with or train staff about these sites (except 1001 Douglas).
- 3.2 Additional guard service may be requested when there is a heightened security risk resulting from events such as demonstrations or threats to employees.
- 3.3 The contractor must be able to provide up to four additional security guards.
- 3.4 This service may be requested by any employee of the Facility Services Division of the Ministry of Attorney.
- 3.5 Response time from call out to additional guards arriving at an identified site shall be one hour or less.
- 3.6 Each person providing additional guard services must hold and maintain in good standing during the Term, a Security Employees License for Security Patrol as required by the *Private Investigators and Security Agencies Act*.
4. An Emergency Response Service is required as follows:
- 4.1 To provide uniformed guard response to critical incidents at 1001 Douglas Street during the hours the stationary guard is on site (7:00 AM to 5:00 PM business days).
- 4.2 Response times are to be ten minutes on average.
- 4.3 Critical incidents are identified as any incident where a Sussex Building Security Guard considers it necessary to call for assistance or when requested by any Ministry staff person. Ministry staff will request guard response through a Sussex Building Security Guard.
- 4.4 Guards are not to respond to incidents related to the courtyard businesses or public washrooms or any other incident not directly related to the safety of Ministry of Attorney General property or staff.

B) TERM

5. From April 1, 2007 to March 31, 2008 with an option to renew for two additional one (1) year periods, upon mutual agreement by both parties.

C) REPRESENTATIVES

- 6.1 The Contractor's representative for this Agreement shall be _____ All inquiries and notices from the Province pertaining to this Agreement shall be directed to _____ at telephone: (250) _____ in Victoria.
- 6.2 The Province's representative for this Agreement shall be Dan Butler, Facilities Program Manager. All inquiries and notices by the Contractor pertaining to this Agreement shall be directed to Dan Butler at telephone: (250) 387-3625 in Victoria.

SCHEDULE "B"

FEES

A) FEES

1. The Contractor will be paid for Services performed in accordance with the standards described in Schedule "A" to this agreement at the following rates:
 - 1.1 \$ [REDACTED] per hour for core hours (see section 2. of Schedule "A")
 - 1.2 \$ [REDACTED] per hour for additional guard hours (see Section 3. of Schedule "A")
 - 1.3 \$ [REDACTED] per occurrence for emergency response (see Section 4. of Schedule "A")
 2. All pricing is firm for the Term of this agreement.
 3. Notwithstanding paragraph 1 of this Schedule, in no event will the fees payable to the Contractor in accordance with this agreement exceed, in aggregate, \$ to be calculated by the Province after contract award.
- The Contractor will be responsible for all expenses of performing the Services.

B) INVOICING

5. In order to obtain payment for any fees under this Contract, you must submit an invoice to us monthly, commencing no sooner than April 30, 2007.
6. Invoices will contain the following information:
 - a) Contractor name, invoice date, and complete address including postal code;
 - b) Service Contract Number;
 - c) Month of service, including number of hours for each day worked and rates; and,
 - d) Total amount charged.
7. For Services provided to the satisfaction of the Province, within sixty (60) days of receipt by the Province of any invoice, the fees will be paid to the Contractor.

This is to certify that the property and or service ordered/purchased hereby are for the use of, and are being purchased by, the Province of British Columbia (or other ministry/institutional name) with crown funds, and are therefore not subject to the goods and services tax. The G.S.T. Registration number for the Province of British Columbia is R107864738.

SCHEDULE "D"

INSURANCE AND FIDELITY BONDING

1. You must, without limiting your obligation or liabilities and at your own expense, purchase and maintain throughout the term of this agreement the following insurances with insurers licensed in Canada:
 - (a) Commercial General Liability in an amount not less than \$3,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause; and
 - (b) Automobile Liability on all vehicles owned, operated or licensed by you in an amount not less than \$1,000,000 per occurrence
 - (c) A Fidelity Bond, in the amount of \$50,000 per claim, protecting the Contractor and the Province, by way of a "third party endorsement", from all claims arising out of any dishonest or fraudulent act that results in the loss of money, securities or other property of the Province. Coverage provided by this Fidelity Bond shall apply to any or all persons used or employed by the Contractor in providing the Services. The bond will be endorsed to provide the Province with 30 days advance written notice of cancellation or material change
2. All insurance described in paragraph 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor shall provide the Province with evidence of all required insurance prior to the commencement of the services. Such evidence of insurance shall be in the form of:
 - (a) a completed Province of British Columbia Certificate of Insurance of all required insurance; or
 - (b) certified copies of required policies.

Schedule "E"

PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by the Ministry of Attorney General (the "Province") and _____ (the "Contractor") respecting _____ (the "Agreement").

Definitions

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

Purpose

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

Collection Of Personal Information

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

Accuracy Of Personal Information

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

Requests For Access To Personal Information

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

Correction Of Personal Information

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

Protection Of Personal Information

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

Storage And Access To Personal Information

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

Retention Of Personal Information

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

Use Of Personal Information

5. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is:
- (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
 - (b) in accordance with section 13.

Disclosure Of Personal Information

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

Inspection Of Personal Information

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

Compliance With The Act And Directions

19. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
20. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice Of Non-Compliance

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

Termination Of Agreement

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

Interpretation

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

SCHEDULE "F"

ADDITIONAL TERMS

SUSSEX BUILDING SECURITY GUARD POST ORDERS

The Sussex Building located at 1001 Douglas Street, Victoria BC is the main headquarters for the Ministries of Attorney General and Public Safety and Solicitor General, containing executive offices, key planning and policy groups and individual executives attached to both ministries. The building is comprised of 11 floors accommodating approximately 450 staff, plus an underground public parking garage that accommodates ministry vehicles, male/female employee change/shower rooms and several ministry records storage rooms.

Generally, the responsibility of the security guard(s) is to preserve life, protect property and prevent crime within the ministry facility. Specifically, these Post Orders define security guard authorities and responsibilities to accomplish this.

1. Access Control:

- Become knowledgeable about the building and the ministry personnel who occupy it.
- Maintain presence at guard station at all times.
- Observe all persons who enter and depart the Sussex building reception lobby.
- Ensure that only authorized persons enter the elevators at the reception lobby.
- Act as main reception centre for the Ministries and the building manager.
- Do not respond to incidents related to the building common areas such as the courtyard businesses, public washrooms or parkade or any other incident not directly related to the safety of the ministry staff or property.
- Any incidents in the common areas are to be reported to Tonko Realty at 213-5123 (cell phone) between the hours of 8:00 a.m. to 9:00 p.m. The alternate contact outside of those hours or if Tonko Realty is not available is Securiguard (24 hour contact number 388-3118). Notify Police, Fire or Ambulance via 9-1-1 in the event of an emergency.

2. Visitor Control:

- Sussex staff are to advise Security of expected visitors and meeting attendees, which Security is to record on the daily appointment sheet contained in the duty binder.
- All visitors are required to register in the visitor log book.
- Visitors that have been recorded on the daily appointment sheet and are attending meetings in the corporate meeting rooms on the 2nd, 10th and 11th floors may be sent directly to the appropriate floor.
- For all other visitors, Security will phone the destination office to announce the visitor's arrival and proceed according to instruction from the destination office (i.e. send directly to floor or detain for host escort).
- When the visitor departs, Security ensures completion of the visitor log book.
- Although there is currently not a visitor badge/identification system, the Ministry is intending to implement one in 2007, at which time Security will issue the visitor ID when visitation is approved and recover the visitor ID upon departure.

3. CCTV System:

- There is currently a CCTV-camera system at 1001 Douglas Street consisting of 15 CCTV cameras, a digital recorder and a monitoring station at the guard station.
- The primary purpose of the CCTV system is for post event analysis of any incidents.
- Monitoring the CCTV system is not a primary activity of the guards although they are expected to become knowledgeable about the system and proficient in its use.
- Guards are not to provide access to images recorded the system to anyone, including police officers. Requests for information stored on the system should be referred to the ministry contact.

4. Future Photo ID Card System:

- The ministry intends to implement a photo ID system in 2007.
- It is likely that the security guards will have a role in the management of the ID card system and may have access to personal data associated with these cards.
- Guards are not to provide access to personal information from the photo ID system to anyone, including police officers. Requests for information stored on the system should be referred to the ministry contact.

5. Contractors/Movers:

- At any time contractors, movers or large shipments may be expected to arrive on site.
- Most contractors have access cards and Security is not accountable for authorizing their presence in the building.
- for the contractors that do not have access cards, ministry staff or the building manager are to advise Security in advance of their arrival. Security will provide the required cards and keys and have the contractor sign for them.
- Any unexpected contractors are to be handled according to the visitor provisions.
- Security will notify the building manager to have the pads put up in the elevator, if required.
- Although there is currently not a contractor badge/identification system, the Ministry is intending to implement one in 2007, at which time Security will issue the contractor ID when visitation is approved and recover the contractor ID upon departure.
- Due to the large volume of traffic over the lunch hour, the elevator is closed to everything but foot traffic between the hours of 11:30 a.m. and 1:30 p.m. This excludes BC MAIL PLUS who is required to deliver house mail at a set time.

6. Courier Mail:

- Security is responsible for managing all courier pick-ups and deliveries.
- Safeguard packages that are awaiting staff collection or courier pickup.
- All incoming mail will be logged in and dealt with as follows:
 - **Hot/Urgent** to be called up within 15 minutes of delivery. This includes:
 - all Legal Services Branch mail (floors 2-6)
 - all airline tickets
 - all mail labeled "Hot/Urgent"
 - **Regular Mail** to be placed in the correct mail box for pick up by staff (floors 7-11, except as noted above)

- All *outgoing* mail will be logged out and placed for courier pickup.
- Sort all weigh bills every Friday for outgoing mail by floor and department and return, as proof of shipment.
- If the Ministry requests couriers to deliver or pickup items on an upper floor, Security will be advised beforehand, and the courier will be handled according to the visitor provisions and must register at the security desk.

7. Keep Current Phone List:

- Print off hard copy of current electronic phone list for the entire building on a quarterly basis and place in duty binder.
- Security will not release the phone number of any staff member without the permission of said staff member – either to members of the general public or other government employees.

8. Maintain the Security Alert List:

- Maintain an alert list of members of the general public who Security or the ministry consider a threat to the safety and security of the staff and facility.

9. Communication:

- Maintain an incident report list in which all abnormal or suspicious circumstances are recorded and submit to the Ministry of Attorney General Facilities Manager at the end of each month (fax) 356-9528.
- Notify Police, Fire or Ambulance via 9-1-1 in the event of an emergency.
- Liaise with building occupants, property managers and emergency responders on security matters.
- Receive and reply to electronic mail messages as appropriate.

10. Actions for Specific Circumstances:

- **Critical Incident**
 - Any incident where Security considers it necessary to call for assistance or when requested by any Ministry staff person.
 - Contact pre-arranged uniformed guard response. (Call the Police if warranted).
 - Upon arrival of guard or police response to security station, inform them of incident and direct them to that area of the building.
 - Guard response to report to security station at conclusion of the incident and provide brief incident report.
 - Security will notify the Ministry of Attorney General Facilities Manager by fax (356-9528) of the incident and outcome.
- **Fire Alarm**
 - In the event of a fire alarm the elevators (2) will home to the lobby.
 - Remove the rope barricades and place them across the front of the elevator.
 - Monitor the lobby to ensure staff and visitors leave in an orderly fashion.
 - Monitor and answer the phone and ensure the lobby remains clear once the building is empty.

- Secure the security station and maintain a presence in the lobby until ordered by Fire or Police department to evacuate.
- When the all clear has been given, set up rope barricades to original position and return to the security station.

• **Bomb Threat/Earthquake/Hostage Taking**

- Home the elevators to the lobby.
- Remove the rope barricades and place them across the front of the elevator.
- Monitor the lobby to ensure staff and visitors leave in an orderly fashion.
- Ensure that both the Douglas St and Broughton St doors remain open.
- Monitor and answer the phone and ensure the lobby remains clear once the building is empty.
- Secure the security station and maintain a presence in the lobby until ordered by Fire or Police department to evacuate.
- When the all clear has been given, set up rope barricades to original position and return to the security station.

• **Media Event**

- If media arrives on site, request name of interviewee.
- Contact appropriate staff member.

Questions and Answers
Proponents Site Meeting
Date: February 23, 2007
Time: 11:00am

Question: Is there a specific reason for including Section 3.3 in the RFP?

Answer: Additional guard staff is required at Sussex or other Victoria ministry buildings when a higher security risk is identified. Typical risks are public demonstrations, threats to staff, and repeated incidents like thefts or break ins. Historically there has been very limited need for this additional service.

Question: Are the security personnel allowed eat their lunch breaks at their desks?

Answer: No, the security guards are not allowed to eat their lunches at the security desk. Standard breaks should be taken off-site. The contractor is responsible for providing additional staff to cover all breaks.

Questions and Answers
Proposed Site Meeting
Date: February 24, 2007
Time: 12:00pm

Question: Is there a specific reason for including Section 2.3 in the RPP?

Answer: Additional guard staff is required at Sussex or other Victoria military buildings where a higher security risk is identified. Typical risks are public demonstrations, threats to staff, and repeated incidents like thefts or break ins. Historically there has been very limited need for this additional service.

Question: Are the security personnel allowed to take lunch breaks at their desks?

Answer: No, the security guards are not allowed to eat their lunches at the security desk. Standard breaks should be taken off-site. The contractor is responsible for providing sufficient staff to cover all breaks.



Request for Proposals

Sussex Building Security Guard Services

Ministry of Attorney General Request for Proposals Number: 01AG0815039

Issue date: February 23, 2007

Closing Time: Proposal must be received before 2:00 PM Pacific Time on: Thursday, March 8, 2007.

Government Contact Person: All enquiries related to this Request for Proposals, including any requests for information and clarification, are to be directed, in writing, to the following person who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the Province's option.

Dan Butler

Facilities Program Manager, Facilities Services Division

PO Box 9257, Stn Prov Govt

Victoria, BC V8W 9J4

Fax: (250) 356-9528 E-Mail: Dan.Butler@gov.bc.ca

Delivery of Proposals

Proposals must not be sent by mail, facsimile or e-mail. Proposals are to be submitted as follows:

Two complete hard-copies must be delivered by hand or courier to:

Ministry of Attorney General

Facilities Services Division

5th Floor, 910 Government St

Victoria, B.C.

Attention: Dan Butler

Proposal envelopes should be clearly marked with the name and address of the Proponent, the Request for Proposals number, and the project or program title.

Proponents' Meeting

A Proponents' meeting will be held at:

11:00 AM, Friday, February 23, 2007

Main Floor Lobby

1001 Douglas Street, Victoria, BC

Note: A transcript or minutes of the meeting will be posted to the BC Bid web site. Attendance is optional. Oral questions will be allowed at the Proponents' meeting. However, questions of a complex nature, or questions where the Proponent requires anonymity, should be forwarded in writing, prior to the meeting, to the Government Contact person designated above.

Proponent contact phone number:

Proponent Section Instructions:

If submission of hard-copy proposals is permitted, and you choose that delivery method, then a person authorized to sign on behalf of the Proponent must complete and sign the Proponent Section, leaving the rest of this page otherwise unaltered, and include the originally-signed and completed page with the first copy of the proposal.

If electronic submission of proposals is permitted, and you choose that delivery method, then all parts of the Proponent Section are to be completed except a signature is not required. The rest of this page must be otherwise unaltered.

Proponent Section:

The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, including the Administrative Section, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.

Signature:	Legal Name of Proponent, and Doing Business As Name If Applicable:
Printed Name:	Address:
Title:	
Date:	

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A. Definitions and Administrative Requirements

1. Definitions

Throughout this Request for Proposals, the following definitions apply:

- a) "CBS" means the Common Business Services of the Ministry of Labour and Citizens' Services;
- b) "Contract" means the written agreement resulting from this Request for Proposals executed by the Province and the Contractor;
- c) "Contractor" means the successful Proponent to this Request for Proposals who enters into a written Contract with the Province;
- d) "Ministry" means the Ministry of Attorney General;
- e) "must" or "mandatory" means a requirement that must be met in order for a proposal to receive consideration;
- f) "Proponent" means an individual or a company that submits or intends to submit a proposal in response to this Request for Proposals;
- g) "Province" means Her Majesty the Queen in Right of the Province of British Columbia and includes the CBS division and the Ministry;
- h) "Request for Proposals" means the process described in this document; and
- i) "Should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

2. Terms and Conditions

The following terms and conditions will apply to this Request for Proposals: Submission of a proposal in response to this Request for Proposals indicates acceptance of all the terms that follow and that are included in any addenda issued by the Province. Provisions in proposals that contradict any of the terms of this Request for Proposals will be as if not written and do not exist.

3. Additional Information Regarding the Request for Proposals

All subsequent information regarding this Request for Proposals, including changes made to this document will be posted on the BC Bid website at www.bcbid.ca. It is the sole responsibility of the Proponent to check for amendments on the BC Bid website.

4. Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time.

Hard copies of late proposals will not be accepted and will be returned to the Proponent. Electronic proposals that are received late will be marked late and will not be considered or evaluated.

In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not.

5. Eligibility

- a) Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in the Province's opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. This

includes, but is not limited to, involvement by a Proponent in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Government Contact Person listed on page 11 prior to submitting a proposal.

Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

6. Evaluation

Evaluation of proposals will be by a committee formed by the Province and may include employees and contractors of the Province. All personnel will be bound by the same standards of confidentiality. The Province's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

7. Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent, the Province may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

8. Debriefing

At the conclusion of the Request for Proposals process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing meeting with the Province.

9. Alternative Solutions

If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

10. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Province for purposes of clarification.

11. Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the Province, if any. If the Province elects to reject all proposals, the Province will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

12. Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a proposal, agrees that it will not claim damages for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

13. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the closing date.

14. Firm Pricing

Prices will be firm for the entire Contract period unless this Request for Proposals specifically states otherwise.

15. Currency and Taxes

Prices quoted are to be:

- in Canadian dollars;
- inclusive of duty, where applicable, FOB destination, delivery charges included where applicable; and
- Exclusive of Goods and Services Tax and Provincial Sales Tax.

16. Completeness of Proposal

By submission of a proposal the Proponent warrants that, if this Request for Proposals is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no charge.

17. Sub-Contracting

- Using a sub-contractor (who should be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the proposal.
- Sub-contracting to any firm or individual who's current or past corporate or other interests may, in the Province's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Government Contact Person listed on page 1 prior to submitting a proposal.
- Where applicable, the names of approved sub-contractors listed in the proposal will be included in the Contract. No additional subcontractors will be added or other changes made to this list in the Contract without the written consent of the Province.

18. Acceptance of Proposals

- This Request for Proposals should not be construed as an agreement to purchase goods or services. The Province is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. The Province will be under no obligation to receive further information, whether written or oral, from any Proponent.
- Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development

contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

19. Definition of Contract

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

20. Contract

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Province on the terms set out in Appendix B.

21. Liability for Errors

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

22. Modification of Terms

The Province reserves the right to modify the terms of this Request for Proposals at any time in its sole discretion. This includes the right to cancel this Request for Proposals at any time prior to entering into a Contract with the successful Proponent.

23. Ownership of Proposals

All proposals submitted to the Province become the property of the Province. They will be received and held in confidence by the Province, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this Request for Proposals.

24. Use of Request for Proposals

Any portion of this document, or any information supplied by the Province in relation to this Request for Proposals may not be used or disclosed for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submission of a proposal, the Proponent agrees to hold in confidence all information supplied by the Province in relation to this Request for Proposals.

25. Reciprocity

The Province may consider and evaluate any proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

26. No Lobbying

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the Province, including the evaluation committee and any elected officials of the Province, or with members of the public or the media, about the project described in this Request for Proposals or otherwise in respect of the Request for Proposals, other than as expressly directed or permitted by the Province.

B. Requirements and Response

1. Additional Definitions

In addition to the Request for Proposals Definitions set out in paragraph 1 of Section A, throughout this Request for Proposals, the following definitions will apply:

a) n/a.

2. Background

The Sussex Building located at 1001 Douglas Street, Victoria BC is the main headquarters for the Ministries of Attorney General and Public Safety and Solicitor General, containing executive offices, key planning and policy groups and individual executives attached to both ministries. The building is comprised of 11 floors accommodating approximately 450 staff, plus an underground public parking garage that accommodates ministry vehicles, male/female employee change/shower rooms and several ministry records storage rooms.

3. Project Scope

Generally, the scope of this contract is to provide security guard services to preserve life, protect property and prevent crime within the ministry facility by controlling access to the building and providing various related administrative duties. This will be accomplished by:

- providing dedicated, qualified and well trained security persons to manage building access from the 1st floor lobby of 1001 Douglas;
- providing additional guards on an if, where and when basis as required; and
- providing an emergency response service for incidents at 1001 Douglas

4. Requirements

Refer to the attached draft General Service Agreement having particular regard to:

- Schedule A – Sussex Building Security Guard Services and
- Schedule F – Sussex Building Security Guard Post Orders.

5. Evaluation

This section details all of the mandatory and desirable criteria against which proposals will be evaluated. Proponents should ensure that they fully respond to all criteria in order to receive full consideration during evaluation.

5.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Criteria	
a)	The proposal must be received at the closing location before the specified closing time.
b)	The proposal must be in English and must not be sent by mail, facsimile or e-mail.
c)	Two hard copies of the proposal must be submitted with one unaltered, completed Request for Proposals cover page (page 1 of this RFP document) including an originally-signed Proponent Section with the first copy.
d)	Names of three client references for whom the proponent has provided a similar service in the past two years.
e)	A copy of a certificate or written assurance issued by an accredited independent organization confirming the proponent's organization meets the ISO 9001:2000 standard for quality management.
f)	The Price Proposal shall be in the unit rate format shown in Section A.1 of Schedule B in the attached draft General Service Agreement.

5.2 Desirable Criteria

Proposals meeting all of the mandatory criteria will be further assessed against desirable criteria.

Criterion	Weight	Minimum score
1. Firm's Qualification & Experience	10	
2. Firm's Capacity to Provide the Specified Services	10	
3. Assigned Staff Qualifications & Experience	10	
4. Personnel recruitment, performance evaluation and retention incentives	10	
5. References	10	
6. Price	50	

6. Proposal Format

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- An unaltered and completed Request for Proposals cover page, including Proponent Section as per instructions.

- b) The body of the proposal, including pricing, i.e. the "Proponent Response".

7. Proponent Response

In order to receive full consideration during evaluation, proposals should include a detailed response to the following:

7.1 An unaltered, completed and signed RFP cover page including Proponent Section.

7.2 LETTER OF INTRODUCTION

One page, introducing the firm and the proposal, signed by the person(s) authorized to sign on behalf of, and bind the firm to, statements made in the proposal.

7.3 MANAGEMENT PROPOSAL

Clearly indicate how your firm and staff meet each of the first four desirable criteria shown in 5.2, above. Indicate the firm's qualifications for the provided the required services, including past contracts having similar requirements to this RFP. Summarize the qualifications and experience of key management and each proposed on site staff person and how these staff will be organized and supervised. If subcontractors are being used, include the same information for each of them.

Be sure to include all mandatory items as required in the RFP. Failure to do so will result in the proposal receiving no further consideration.

7.4 PRICE PROPOSAL

Price should be unit rate quotes for each of the three types of service as outlined in Schedule B of the attached draft General Service Agreement. The province estimates the total units to be used under this contract will be:

- Core Hours – 4,250 Hours
- Additional Guard(s) – 50 hours
- Emergency Response - 2 Occurrences

The above numbers are the Province's best estimate of potential total units and the Province makes no commitment to the contractor about what the total units will be. The above estimated units will be used for evaluating total price during RFP evaluation.

Providing a unit price for each of the three types of service is a mandatory requirement of the RFP. Failure to do so will result in the proposal receiving no further consideration.

7.5 ATTACHMENTS

Attach any additional information such as company brochures, a list of previous projects undertaken by the firm etc. which you feel may be of assistance in evaluating this proposal.

Appendix A

Receipt Confirmation Form

SUSSEX BUILDING SECURITY GUARD SERVICES

REQUEST FOR PROPOSALS NO. 01AG0815039

MINISTRY OF ATTORNEY GENERAL

CLOSING DATE AND TIME: 2:00 PM Pacific Time on: Thursday, March 8, 2007

To confirm interest and attendance at the optional site meeting,
please return this form by fax or scanned to E-Mail as soon as possible to:

Dan Butler

Facilities Program Manager, Facilities Services Division

Fax: (250) 356-9528 E-Mail: Dan.Butler@gov.bc.ca

COMPANY: _____

STREET ADDRESS: _____

CITY: _____

POSTAL/ZIP CODE: _____

PROVINCE/STATE: _____

COUNTRY: _____

MAILING ADDRESS, IF DIFFERENT: _____

FAX NUMBER: (____) _____

PHONE NUMBER: (____) _____

CONTACT PERSON: _____

TITLE: _____

E-MAIL ADDRESS: _____

Suppliers: Please note all subsequent information will ONLY be posted on BC Bid

Proponents Meeting Response:

☐

We will be sending _____ (number) representatives to the Proponents' meeting.

☐

We will not be attending but will probably be submitting a proposal.

Appendix B Contract Form

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Province in accordance with the terms of the following draft General Service Agreement and attached Schedules.

Appendix B Contract Form

By submission of a proposal, the Proposer agrees that should its proposal be successful, the Proposer will enter into a Contract with the Province in accordance with the terms of the following draft General Service Agreement and attached Schedules.