



REQUEST FOR PROPOSALS

TRAVEL MANAGEMENT SERVICES

RFP No. PS20190048

Issue Date: June 5, 2019

Issued by: City of Vancouver (the "City")

**REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
TABLE OF CONTENTS**

PART A - INSTRUCTIONS AND INFORMATION	A 1-A 2
1.0 Instructions	
2.0 Changes to the RFP and Further Information	
3.0 Evaluation of Proposals	
4.0 City's Discretion	
5.0 Legal Terms and Conditions	
PART B - CITY REQUIREMENTS	B 1-B 5
1.0 City Requirements	
2.0 Items to be Addressed in Each Proposal	
SCHEDULE A - PRIVACY COMPLIANCE AND DATA SECURITY	SCA 1-SCA 8
SCHEDULE B - TERMS AND CONDITIONS	SCB 1-SCB 5
SCHEDULE C - DETAILED REQUIREMENTS	SCC 1-SCC 6
SCHEDULE D - CORPORATE TRAVEL POLICY	SCD 1-SCD 7
APPENDIX 1 - TITLE PAGE AND SUPPLIER CODE OF CONDUCT	AP1-1
APPENDIX 2 - SCHEDULE OF PRICES	AP2 1-AP2 4
APPENDIX 3 - COMPANY PROFILE	AP3 1
APPENDIX 4 - CERTIFICATE OF INSURANCE	AP4 1
APPENDIX 5 - VPD CLEARANCE	AP5 1
APPENDIX 6 - FORM OF AGREEMENT	AP6 1

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
PART A
INSTRUCTIONS AND INFORMATION

1.0 INSTRUCTIONS

1.1 The City is interested in selecting an entity (each, a “**Proponent**”) that submits a proposal (each, a “**Proposal**”) with the capability and experience to efficiently and cost-effectively meet the requirements described in this RFP. The City expects to select a Proponent to enter into contract negotiations. The term of any agreement is expected to be 6 years, with 2 possible 2-year extensions, for a maximum total term of 10 years.

However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.

1.2 Proponents should submit their proposals on or before 3:00pm on the 3rd day of July, 2019 (the “**Closing Time**”) by email in accordance with the following:

- Subject of the file to be: PS20190048 - Travel Management Services - *Vendor name*.
- Zip the files to reduce the size or email separately if needed.
- Send your submissions to bids@vancouver.ca ; do not deliver a physical copy to the City of Vancouver.
- Submitting the files via Drop box, FTP, or similar programs, is not acceptable.

1.3 To be considered by the City, a Proposal must be submitted in the form set out in Appendix 1 (the “**Proposal Form**”), completed and duly executed by the relevant Proponent in addition to meeting the requirements as detailed in, Part B City Requirements of this RFP.

1.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time. Proposals are revocable and may be withdrawn at any time before or after the Closing Time.

1.5 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City’s sole discretion.

2.0 CHANGES TO THE RFP AND FURTHER INFORMATION

2.1 The City may amend the RFP or make additions to it at any time. Check regularly for amendments, addenda, and questions and answers in relation to the RFP.

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
PART A
INSTRUCTIONS AND INFORMATION

3.0 EVALUATION OF PROPOSALS

3.1 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated to determine overall best value to the City. The City expects to evaluate:

- (i) financial terms;
- (ii) Proponents' skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any);
- (iii) Proponents' approach to meeting the City's requirements

4.0 CITY'S DISCRETION

4.1 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the Requirements or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the City; (g) accept all or any part of a Proposal; (h) split the Requirements between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

5.0 LEGAL TERMS AND CONDITIONS

5.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Schedule B. Except where expressly stated in these Legal Terms and Conditions: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City. EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN SCHEDULE B: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.

POTENTIAL PROPONENTS MUST REVIEW THESE LEGAL TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING A PROPOSAL

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
PART B
CITY REQUIREMENTS

1.0 CITY REQUIREMENTS

1.1 The City is seeking a travel agency services solution to meet the travel needs of City staff, including the Mayor, members of Council, the Vancouver Board of Parks and Recreation, the Vancouver Public Library Board, and the Vancouver Police Board ("VPD"), who primarily travel to Canadian and US destinations, with occasional travel abroad. Meeting the following objectives and requirements (together, the "Requirements"):

- (a) Proponent with demonstrated ability and capacity to provide a travel agency services solution to municipal government and law enforcement agencies;
- (b) Compliance to the City's Corporate Travel Policy (refer to Schedule D);
- (c) Compliance to applicable privacy and data security laws (refer to Schedule A);
- (d) Arrangement of air, hotel and car rental reservations as and when requested for staff travelling on business;
- (e) Adequate emergency hospital/medical insurance coverage for travelers travelling outside of Canada;
- (f) Assurance that the City receives the most economic and convenient flight and hotel rates (government/agency/promotional) available at the time of making travel arrangements, including flights from Abbotsford, British Columbia or Bellingham, Washington;
- (g) Use of a hybrid model, wherein:
 - (i) basic travel arrangements (e.g. single-destination flights within North America) can be made through a low-cost user-friendly online booking tool which uses a pay-per-transaction pricing model; and
 - (ii) complex travel arrangements (e.g. international flights, group bookings, or multiple-destination flights within North America) can be made with the assistance of a travel agency representative, who will assist with any required changes to tickets or itineraries at no extra cost above and beyond the initial transaction fee;
- (h) Provision of initial, and on-going training in the use of the online booking tool;
- (i) Provision of training and instruction manuals in electronic format that can be customized by the City, and updated versions of same;
- (j) Highest possible adoption rate of an online booking tool to make travel arrangements;
- (k) Provision of ongoing support services: Provision of a no-fee-charged, local or toll-free number for City staff to call with requests, inquiries, transaction issues, and to resolve issues related to the online booking tool;

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
PART B
CITY REQUIREMENTS

- (l) Provision of a twenty-four (24) hour, three hundred sixty-five (365) days per year toll- free emergency telephone number:
 - (i) which City staff can call to resolve travel issues; and
 - (ii) which can be accessed locally (i.e. within Canada), and from outside Canada and the US;

- (m) Security of traveler data and information(refer to Schedule A - Privacy Compliance and Data Security), and VPD Enhanced Security Clearance (refer to Appendix 5) for travel agency staff who have access to VPD information;

- (n) Full transparency on airline ticket, hotel booking, car rental booking, and transaction costs;

- (o) Summary or consolidated billing for a travel agency services solution, with granularity at departmental (i.e. City of Vancouver, Vancouver Police Board, Vancouver Public Library Board, Vancouver Board of Parks and Recreation) and division levels (i.e. for City of Vancouver only: Engineering, Vancouver Fire & Rescue Services, Mayor's Office, Councilors, etc.);

- (p) Billing details to include:
 - (i) Transaction type (i.e. airfare, hotel, car rental, other) - for any and all transactions;
 - (ii) Date of transaction;
 - (iii) Name of traveler;
 - (iv) Authorization number (i.e. TCV number);
 - (v) Dollar value of transaction, in Canadian funds;
 - (vi) PDF copies of relevant invoices; and
 - (vii) Details of emergency travel and health insurance purchased by the travel agency on behalf of the traveler, linked to the specific trip or transaction;

- (q) Accessibility to standard and customized management reports, including, but not limited to:
 - (i) Compliance to the City's Travel Policy (with granularity at the Department/Division level, and by individual traveler);
 - (ii) Travel spend, showing:
 - a) By Transaction date
 - b) Reconciliation of:
 - 1) Travel agency's billing/transaction date; and
 - 2) City's credit card monthly statement
 - (iii) Group bookings (with granularity at individual traveler level, by airline, etc.);
 - (iv) Demonstrated savings (e.g. resulting from the Proponent's volume leverage);
 - (v) Flight credits (or unused tickets), expiration dates of flight credits, transferability of credits; and
 - (vi) Currency conversion.

- (r) Periodic and auditable reports on travel spend and savings;

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
PART B
CITY REQUIREMENTS

(s) Periodic account updates related to customer service standards and other performance metrics; and

(t) Detailed requirements as stated in Schedule C - Detailed Requirements.

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

1.3 To the extent that the Requirements express estimates of quantities or volumes of goods or services expected to be required by the City, the City cannot offer any assurances that such quantities or volumes will in fact be required.

2.0 **ITEMS TO BE ADDRESSED IN EACH PROPOSAL**

2.1 Each Proposal must have:

- (i) a title page and suppliers code of conduct declaration in the form of Appendix 1;
- (ii) an executive summary no more than one page long.

2.2 Each Proposal must contain a section titled "**Technical Proposal**," which should address the Requirements. This section of the Proposal should be divided into paragraphs that correspond to the foregoing Section 1.1 (a) - (t) [including Schedule C to the RFP].

2.3 Each Proposal must contain a section titled "**Commercial Proposal**," which should contain full details of the Proponent's proposed pricing and payment terms, which must be in accordance with Part A of the RFP, and, which must include a completed table in the form provided in Appendix 2 - Schedule of Prices.

All prices are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs

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

2.4 Each Proposal must contain a section titled "**Proponent Overview**," which must provide a description of the Proponent's company, purpose and history of successes as detailed in Appendix 3.

2.5 Each Proposal must contain a section titled "**Key Personnel**," which must identify the key personnel that would perform the Proponent's work, outlining their intended roles in meeting the Requirements relating to:

- a. transactions & ticket/reservation issues;
- b. billing/invoicing;
- c. issues escalation & dispute resolution;
- d. technical support for online booking tool;
- e. data security & PCI compliance; and
- f. reporting.

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
PART B
CITY REQUIREMENTS

- 2.6 Preference may be given to Proponents and proposed personnel with demonstrated experience in providing a hybrid model for a travel agency services solution for municipal sector clients and/or law enforcement agencies. Each Proponent should make clear in its Proposal its recommended solution, and the Proponent's relevant knowledge and experience.
- 2.7 Each Proposal must contain a section titled "References," which should provide names and contact information for approximately three public sector clients and/or law enforcement agencies for whom the Proponent has done work in the past.
- 2.8 Each Proposal must contain a section titled "Subcontractors," which must list all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors. If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal.
- 2.9 If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.
- 2.10 Each Proposal must contain a section titled "Work Plan," which should detail the sequential process by which the Proponent proposes to undertake the work, specifically a transition and training plan, and which should include a timeline as necessary. The Proponent's work plan should make reference to the Requirements as appropriate. This section of the Proposal may be completed by cross-referencing the "Technical Proposal" section where appropriate.
- 2.11 Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative or novel approaches to the City's objectives and requirements and may consider value-creating Proposals that derogate from the Requirements. Each Proposal must contain a section titled "Deviations and Variations," in which the Proponent should: (i) note proposed deviations or variations from the terms and conditions set out in the RFP or from the Requirements, even if such deviations or variation are also noted elsewhere in the Proposal; and (ii) detail proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, the Proponent must state that its Proposal is fully consistent with the Form of Agreement.
- 2.12 If, in addition to proposing services which meet the Requirements, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should to be submitted separately as an appendix within the Proposal. Any pricing impact of the alternative solution(s) should be provided separately in the appendix.
- 2.13 Each Proponent should note Section 9 of Schedule B and should include in its Proposal a section entitled "Conflicts; Collusion; Lobbying" as necessary.
- 2.14 The sections of each Proposal should be arranged in the order in which they are referred to in this Part B. Proponents should avoid, to the extent possible, the inclusion of other top-level Proposal sections.
- 2.15 Each Proponent must submit with its Proposal a Certificate of Existing Insurance, in the form of Appendix 3 the RFP, duly completed and signed by its insurance agent or broker as

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
PART B
CITY REQUIREMENTS

evidence of its existing insurance. Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.

- 2.16 Each Proponent must submit with its Proposal proof of valid WorkSafeBC registration.

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE A
PRIVACY COMPLIANCE AND DATA SECURITY

Certain terms used in this document will have the meanings given below or in the Agreement. Vendor shall comply with the following terms and conditions relating to data security and compliance with applicable privacy legislation in respect of any personal information (as defined in section 1.1 below) acquired or accessed by Vendor in connection with the Agreement.

1.0 GENERAL

1.1 The following terms used in this document will have the following meanings:

- (a) **"FOIPPA"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia) as it may be amended or superseded from time to time;
- (b) **"personal information"** has the meaning given in FOIPPA, PIPA or PIPEDA as applicable;
- (c) **"PIPA"** means the *Personal Information Protection Act* (British Columbia) as it may be amended or superseded from time to time;
- (d) **"PIPEDA"** means the *Personal Information Protection and Electronic Documents Act* (Canada) as it may be amended or superseded from time to time; and
- (e) **"Transmitted Data"** means all data or information acquired, accessed or sent by the Vendor as a result of this Agreement, including all data or information acquired, accessed or sent by or through any software used by the Vendor to perform services under this Agreement, which data may include, without limitation, personal information and City proprietary or confidential information.

1.2 The Vendor shall not assign any of its rights or obligations under this document to a third party without the prior written consent of the City. If the City consents to the Vendor assigning certain of its rights or obligations to a third party, in addition to any other conditions the City may require, the Vendor shall ensure, and shall cause, its assignee to comply with the privacy and data security obligations set out in this document. Alternatively, in respect of complying with data security obligations hereunder, if the City consents to the Vendor using a third party to store the Transmitted Data (e.g. if the Vendor elects to use Infrastructure as a Service (IaaS) or Platform as a Service (PaaS)), evidence satisfactory to the City that such third party is able to substantially comply with similar or a higher standard of data security than as set out in this document (e.g. ISO27001 SOC 2 Type II) shall be provided by the Vendor to the City.

2.0 PRIVACY AND DATA SECURITY

2.1 **Acknowledgment:** Vendor acknowledges that under this Agreement, it will acquire or have access to personal information. Vendor further acknowledges that both the City and Vendor have obligations under FOIPPA to protect such information and that any unauthorized collection, disclosure, use or storage of such information could result in irreparable and significant harm to the City.

2.2 Privacy Legislation and Obligations

- (a) the City is subject to the provisions of FOIPPA which imposes significant obligations on the City and its contractors (including Vendor) to protect all personal information acquired, accessed or sent as a result of this Agreement. Vendor confirms and

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE A
PRIVACY COMPLIANCE AND DATA SECURITY

acknowledges its obligations to comply with the provisions of FOIPPA. Vendor further confirms and acknowledges its obligations to comply with all other Applicable Laws relating to privacy and personal information including PIPA and PIPEDA in relation to any personal information (as defined in such statutes) to which Vendor has access under this Agreement.

- (b) Vendor has implemented appropriate or will implement appropriate policies and security measures to comply with all Applicable Laws relating to privacy and personal information including FOIPPA, PIPA and PIPEDA, as well as to comply with the terms of this Agreement.
- (c) Vendor agrees that all personal information and Transmitted Data to which Vendor has access under this Agreement is “under the control” of the City for the purposes of FOIPPA. The City is only transferring physical custody of such information to Vendor, not control of that information, and the authority over the collection, use, disclosure, access, retention, destruction and integrity of all such information remains with the City. At any time during the term of the Agreement, the City may exercise the foregoing control over any such information by notice in writing to Vendor and Vendor shall comply with the instructions in the City’s notice.
- (d) Vendor agrees to collect, acquire, or hold only the minimum amount of personal information and Transmitted Data required to perform its duties under this Agreement. Unless otherwise authorized by FOIPPA or other Applicable Law and approved by the City, Vendor must collect personal information directly from the individual to whom the information pertains.
- (e) At or prior to the time of collection, Vendor must inform any person from whom it collects personal information:
 - 2.2.e.1 The purpose for collecting it;
 - 2.2.e.2 The legal authority for collecting it;
 - 2.2.e.3 The title, business address and business telephone number of a person who can answer the individual’s questions about the collection.
- (f) If an access to information request is made to Vendor under Applicable Laws relating to personal information or Transmitted Data to which Vendor has access under this agreement, Vendor shall (i) immediately, and in any event before responding to such information request, notify the City in writing of such request, and (ii) upon the City’s request direct such information request to the City for the City to handle. In the case of (ii), Vendor shall, at the City’s expense, deliver to the City copies of all relevant information within seven (7) days of notification by the City and shall comply with all other requests of the City.
- (g) In the case of an access to information request made to the City, Vendor, at the City’s expense, shall deliver to the City copies of all relevant information within seven (7) days of notification by the City and shall comply with all other requests of the City.
- (h) All personal information and Transmitted Data shall be treated as confidential and is supplied to Vendor only for the purpose of fulfilling the obligations under this Agreement. This obligation shall survive the expiry or termination of this Agreement.

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE A
PRIVACY COMPLIANCE AND DATA SECURITY

No such information shall be disclosed unless Vendor is legally compelled to do so and having first challenged that requirement and given the City an opportunity to challenge that requirement.

- (i) In the event any governmental authorities under applicable privacy laws or otherwise make inquiries to the City or Vendor or take any actions in respect of the personal information or Transmitted Data, Vendor will, upon the City's request, cooperate with such governmental authorities. If such governmental authorities make inquiries or requests of Vendor, Vendor will, to the extent legally required or permitted, give prompt written notice to the City and allow the City to participate in any responses submitted by Vendor to such governmental authorities.
- (j) Vendor must provide immediate notification to the City in the event that it receives a foreign demand for disclosure, as defined in s. 30.2 of FOIPPA, or has reason to suspect that unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure. Notice must include the nature of the foreign demand; who made the foreign demand; when the foreign demand was received; and what information was sought or disclosed in response to the foreign demand.
- (k) Once Vendor possesses or has access to personal information and Transmitted Data, such information will be stored and backed-up on servers and other equipment that are owned or controlled by Vendor and that are physically located in Canada. Physical and electronic access to Vendor's servers are locked and restricted to only Vendor employees and authorized agents. If the location of Vendor's primary or back-up servers change, Vendor will promptly notify the City in writing of the address of the new location. Vendor will not store any such information on any other server or equipment without the prior written approval of the City.
- (l) Except with the prior written approval of or instructions from the City, Vendor shall not modify, add, delete, destroy, share, sell, match, mine, combine, manipulate or otherwise tamper with the personal information or Transmitted Data in any way.
- (m) Vendor shall not withhold any personal information or Transmitted Data to enforce payment by the City or to enforce Vendor's rights in a dispute over this Agreement.
- (n) As between the City and Vendor, the personal information and Transmitted Data are owned by the City, Vendor hereby agrees to hold such information in trust for the City, and Vendor makes no claim to any right of ownership in it.

2.3 **Authorized Purposes:** Vendor may only use the personal information and Transmitted Data to which Vendor has access under this Agreement to carry out Vendor's obligations under this Agreement and for no other purpose ("**Authorized Purposes**"). Any use or disclosure of such information by Vendor that is not expressly permitted by this Agreement will require the prior written consent of the City and must comply with all Applicable Laws.

2.4 **Restricted Access**

- (a) Vendor will permit access to personal information and Transmitted Data only to those employees and authorized agents who need such access in order to carry out the Authorized Purposes (the "**Authorized Employees**"). Vendor will at all times maintain a

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE A
PRIVACY COMPLIANCE AND DATA SECURITY

current list of Authorized Employees. Vendor will, upon the City's request, provide the City with the list of Authorized Employees.

- (b) Vendor will at all times have in place a knowledgeable senior person within its organization to be responsible for, or, to have the authority to ensure, compliance with the terms of this document (the "Compliance Representative"). The Compliance Representative will ensure that each Authorized Employee is aware of the terms of this Agreement, and to maintain proof, in writing, that the terms have been explained and understood by each Authorized Employee. Upon entering into this Agreement, Vendor will notify the City in writing as to the name of the Vendor Compliance Representative. Vendor will promptly advise the City of any change to the Compliance Representative.

2.5 **Security:** Vendor will have appropriate physical, organizational and technological security measures (consistent with best practices in the software industry) in place to ensure that all personal information and Transmitted Data is collected, accessed, used, disclosed and destroyed only by Authorized Employees, including without limitation:

- (a) restricted access to records containing paper copies of personal information and Transmitted Data;
- (b) restricted access to personal information and Transmitted Data stored on computer systems and electronic storage devices and media, by using unique user IDs and passwords that are linked to identifiable Authorized Employees; and
- (c) systems containing personal information and Transmitted Data will be capable of providing an audit trail and user access logs, which logs will be retained by Vendor during the term of this Agreement and for at least two (2) years following its expiry, termination, or destruction of the personal information and Transmitted Data.
- (d) Vendor must ensure that the data centre and servers containing the personal information and Transmitted Data meets the following physical and electronic security requirements:

2.5.d.1 single point of entry;

2.5.d.2 access only to persons on Vendor approved access list;

2.5.d.3 log-in validation;

2.5.d.4 creation of accounts only as verified by Vendor;

2.5.d.5 external or WIFI access to servers via encrypted means; and

2.5.d.6 servers running behind secure firewall.

2.6 **No Storage, Access or Transmission outside Canada; Limited Exception:**

- (a) Subject to the exception set out in subsection 2.6(b) below, Vendor will not (i) store personal information or Transmitted Data outside Canada, (ii) access or make accessible personal information or Transmitted Data from outside Canada, or (iii) otherwise permit any personal information or Transmitted Data to leave Canada.

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE A
PRIVACY COMPLIANCE AND DATA SECURITY

(b) Notwithstanding the above, Vendor is permitted under subsection 33.1(1)(p) of FOIPPA to disclose personal information outside of Canada strictly under the following limited circumstances:

2.6.b.1 such disclosure is necessary for Vendor to install, implement, maintain, repair, trouble shoot, or upgrade an electronic system or equipment that includes an electronic system, or for data recovery being undertaken following failure of an electronic system;

2.6.b.2 such disclosure is limited to temporary access and storage by Vendor or its authorized sub-contractor outside of Canada for the minimum time and to the minimum amount of information necessary for the purpose set out in s. 33.1(1)(p)(i) of FOIPPA;

2.6.b.3 once the purpose of disclosure is fulfilled, all applicable personal information accessed or retained by Vendor or its authorized sub-contractor is irrevocably and permanently destroyed and deleted and all temporary access to that personal information is revoked. If requested by the City, Vendor has certified the foregoing in writing (with the City having a right to audit or verify the foregoing, acting reasonably);

2.6.b.4 all processes and requirements requested by the City in respect of such disclosure (including, without limitation, how such disclosure will be made (e.g. through a dedicated VPN) , how such information will be accessed, whether such information may only be viewed outside Canada but not retained, etc.) have been complied with by Vendor;

2.6.b.5 Vendor complies with all Applicable Laws outside Canada regarding Vendor's disclosure and handling of such information provided that if there is a conflict between such Applicable Laws outside Canada and Applicable Laws of Canada (including, without limitation, FOIPPA, PIPA and PIPEDA), Vendor shall first comply with Applicable Laws of Canada; and

2.6.b.6 upon request by the City, acting reasonably, Vendor cooperates in good faith in facilitating the audit or verification of Vendor's compliance with the foregoing by the City.

2.7 Information Retention, Transfer to the City and Destruction:

(a) **Vendor's Retention, Transfer to the City and Destruction:** Vendor is only permitted to retain personal information, Transmitted Data or any records of such information in any form whatsoever (including without limitation hard copy or electronic formats) during the term of this Agreement and for one year after the end of the term. During this period of time, Vendor shall hold all such information in compliance with the security, privacy and confidentiality requirements of this Agreement. Any personal information that is used by or on behalf of the City to make a decision that directly affects the individual must be retained for at least one year after being used so the affected individual has a reasonable opportunity to obtain access to that personal information. At any time during the term of this Agreement and for a period of one year after the end of the term, Vendor shall, at the City's request, transfer a copy of any such information to the City in a format reasonably requested by the City. Upon

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE A
PRIVACY COMPLIANCE AND DATA SECURITY

the expiry of one year after the end of the term, Vendor will transfer a copy of all such information to the City in a format reasonably requested by the City and then permanently and securely destroy all such information and all records thereof in a manner that is appropriate for the media so all such information or any portion of it cannot be subsequently retrieved, accessed or used by Vendor or any other person. After all such information is transferred to the City and subsequently destroyed, Vendor shall deliver a written notice of confirmation to the City (in form and substance satisfactory to the City).

2.8 Inspection and Compliance

- (a) During this Agreement and during the period of time that Vendor is permitted by this document to retain personal information and Transmitted Data, the City's authorized representative may, on reasonable notice and during regular business hours, enter Vendor's premises and/or will be given access to Vendor's computer systems to inspect any personal information and Transmitted Data in the possession of Vendor or any of Vendor's information management policies or practices relevant to its compliance with this Agreement.
- (b) the City may request Vendor to provide a written certificate confirming Vendor's compliance with all obligations under this document, and if so requested, Vendor will within ten (10) business days either:
 - 2.8.b.1 provide such certificate; or
 - 2.8.b.2 provide a notice of non-compliance in accordance with section 1.9.
- (c) Vendor will promptly forward to the City any records that the City may request in order to review whether Vendor is complying with this Agreement.
- (d) If requested by the City, acting reasonably, Vendor will appoint an independent, external auditor at the City's expense to review Vendor's information and security practices under this Agreement. Vendor will provide copies of the results of any such audit to the City within seven (7) days of receiving the auditor's report.
- (e) Vendor will promptly and fully comply with any investigation, review, order or ruling of the Office of the Information and Privacy Commissioner (British Columbia) in connection with the personal information and Transmitted Data.

2.9 Written Notice of Non-Compliance. Vendor will immediately notify the City in writing of any non-compliance or anticipated non-compliance with this document and will further inform the City of all steps Vendor proposes to take to address and prevent recurrence of such non-compliance or anticipated non-compliance.

2.10 Survival: The obligations in this document shall survive the expiration or earlier termination of this Agreement.

3.0 ADDITIONAL TERMS GOVERNING STORAGE AND ACCESS OF INFORMATION

3.1 Vendor shall, in respect of storage of, and access to, personal information and Transmitted Data:

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE A
PRIVACY COMPLIANCE AND DATA SECURITY

- (a) take a physical inventory, at least annually, of all records containing such information, to identify any losses;
- (b) ensure that records are not removed from storage premises without appropriate written authorization from the City;
- (c) use physically secure areas for the storage of records and restrict access to Authorized Employee;
- (d) ensure that access to documentation about computer systems that contain such information is restricted to Authorized Employees;
- (e) ensure that users of a system or network that processes such information are uniquely identified and that, before a user is given access to the system or such information, their identification is authenticated each time;
- (f) implement procedures for identification and authentication, which include:
 - (i) controls for the issue, change, cancellation and audit-processing of user identifiers and authentication mechanisms;
 - (ii) ensuring that authentication codes or passwords:
 - (1) are generated, controlled and distributed so as to maintain the confidentiality and availability of the authentication code;
 - (2) are known only to the authorized user of the account;
 - (3) are pseudo-random in nature or vetted through a verification technique designed to counter triviality and repetition;
 - (4) are no fewer than 6 characters in length;
 - (5) are one-way encrypted;
 - (6) are excluded from unprotected automatic log-on processes; and
 - (7) are changed at irregular and frequent intervals at least semi-annually;
- (g) maintain and implement formal procedures for terminated employees who have access to such information, with prompts to ensure revocation or retrieval of identity badges, keys, passwords and access rights;
- (h) take reasonable security measures in respect of such information displayed on computer screens or in hardcopy form to prevent viewing or other access by unauthorized persons;
- (i) implement automated or manual controls to prevent unauthorized copying, transmission or printing of such information; and
- (j) implement control procedures to ensure the integrity of such information being stored, notably its accuracy and completeness.

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE A
PRIVACY COMPLIANCE AND DATA SECURITY

- 3.2 Vendor must store personal information and Transmitted Data on agreed-upon media in accordance with prescribed techniques that store such information in a form that only Authorized Employees may access. These techniques may include translating such information into code (encryption) or shrinking or tightly packaging such information into unreadable form (compression).
- 3.3 Vendor shall store backup copies of personal information and Transmitted Data off-site under conditions which are the same as or better than originals.
- 3.4 Vendor shall securely segregate personal information and Transmitted Data from information owned by others (including Vendor), including by installing access barriers to prevent information elements from being associated (including compared or linked, based on similar characteristics) with other information, including:
- (a) separate storage facilities for such information;
 - (b) authorization before a person is granted access to computers containing such information; and
 - (c) entry passwords and the employment of public key encryption/smart card technology where practicable.
- 3.5 Vendor shall ensure the integrity of personal information and Transmitted Data stored, processed or transmitted through its system or network.
- 3.6 Vendor shall co-operate with, and assist in, any City investigation of a complaint or concern that personal information or Transmitted Data has been collected, used, handled, disclosed, stored, retained or destroyed contrary to the terms of this Agreement, FOIPPA or any other Applicable Laws.
- 3.7 As per section 2.8, the City shall be able to access Vendor's premises and other places where Vendor's servers and other equipment are located to recover any or all the City records, personal information and Transmitted Data and for auditing purposes to ensure compliance with the terms of this Agreement

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE B
TERMS AND CONDITIONS

1. APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

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

2. DEFINITIONS

In this Schedule B, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter, the Vancouver Public Library Board, the Vancouver Police Board, and the Board of Parks and Recreation.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form, the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means Appendix 1 of the RFP, as completed and executed by the Proponent.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20190048, as amended from time to time and including all addenda.

3. NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Schedule B (except only Sections 7, 8.2 and 10 of this Schedule B, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4. NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE B
TERMS AND CONDITIONS

process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5. EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

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

5.2 Reservation of Complete Control over Process

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

5.3 Discussions/Negotiations

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

5.4 Acceptance or Rejection of Proposals

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

6. PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

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

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE B
TERMS AND CONDITIONS

- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

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

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

6.3 Limitation of City Liability

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

7. DISPUTE RESOLUTION

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

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Schedule B will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE B
TERMS AND CONDITIONS

(c) The Proponent will bear all costs of the arbitration.

8. PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

(a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.

(b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential

(a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.

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

9. NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

(a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.

(b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE B
TERMS AND CONDITIONS

engagement by the City, except as set out, in all material detail, in the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

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

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

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

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

9.4 Declaration as to Lobbying

The Proponent confirms and warrants that:

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

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

10. GENERAL

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

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE C
DETAILED REQUIREMENTS

Proponents will demonstrate their understanding of, and ability to meet the requirements detailed in this Schedule C - Detailed Requirements, by responding in sufficient detail and including relevant examples where applicable. For further clarity, in order for Proposals to be evaluated by the City, Proponents shall respond not only with a 'Yes' or 'No', or other non-descriptive response, but also with details explaining how, and to what extent the proposed solution will meet the specific requirement.

Responses to the requirements detailed in this Schedule C Proponents will reflect the extent to which Proponents can meet the requirements.

If a Proponent is not able to fully meet a particular requirement, or is a Proponent is not able to meet a particular requirement at all, the Proponent's response to that particular requirement must clearly indicate so.

If a Proponent can exceed the City's expectations by providing more than the requirements stated, as a value-added service (i.e. at no additional cost), the Proponent should indicate 'value-added service', where appropriate.

If a Proponent can offer an alternative or innovative recommendation to meet the requirement, the Proponent should indicate 'alternate option', where appropriate.

The City requires the successful Proponent to meet mandatory requirements, which, if not fully met, may preclude a Proponent not only from being short-listed in the Proposal evaluations, but also from being awarded and executing a contract resulting from this RFP.

1. The Proponent will meet all of the following mandatory requirements:

- a) The Proponent's travel agency services solution will handle the business travel arrangements including airline, train, accommodation, vehicle rentals and other miscellaneous reservations for all staff covered by the City's travel policy;
- b) In all matters relating to VPD data and information under a contract resulting from this RFP, the Proponent will satisfy the VPD's data security requirements by assigning dedicated key personnel that obtain, at the Proponent's cost, the required VPD Enhanced Security Clearances (refer to Appendix 5). For further clarity, the Proponent's assigned dedicated key personnel servicing the VPD's account will include, but not be limited to:
 - (i) telephone, help desk, and 1-800 number staff;
 - (ii) invoicing and billing staff; and
 - (iii) supervisors, managers, directors, board members, and any other staff who may have access (including remote-access) to any VPD data and information.
- c) The Proponent's online booking tool will display all:
 - (i) Real-time Webfares;
 - (ii) Real-time Global Distribution System (GDS) fares;
 - (iii) Real-time Direct-Connect fares;
 - (iv) Preferred vendors; and
 - (v) Any other airfares that would be readily found on another website by the City traveller, without the use of the Proponent's online booking tool.
- d) The Proponent's online booking system will be designed to enhance an efficient booking process: select flight->confirm booking->finish.

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE C
DETAILED REQUIREMENTS

- e) The Proponent will guarantee the lowest convenient airfare available at the time of ticketing, including flights out of Abbotsford, BC and Bellingham, WA, and refund the City any difference between the lowest fare and the purchased fare;
- f) The Proponent's online booking system will be designed to generate the most economical airfare options after the travellers enter the travel information in the search field;
- g) The Proponent will negotiate concessions with airlines and other suppliers, and make the most economical rate (government/agency/promotional rates) available to the City;
- h) The Proponent will manage and resolve complaints, and will respond to complaints by phone and/or email within twenty-four (24) hours;
- i) The Proponent will provide a twenty-four (24) hour, three hundred sixty-five (365) days per year toll-free emergency telephone number:
 - (i) which City staff can call to resolve travel issues;
 - (ii) which can be accessed locally (i.e. within Canada), and from outside of Canada and the US; and
 - (iii) which will be free of charge (i.e. have no fee charged to the City);
- j) The Proponent will immediately refund credits for any unused tickets; and
- k) For VPD, in the case where a booking error is incurred and a refund is required from either the Proponent or the airline carrier, (for example: where a pre-paid seat is no longer available during check in), the Proponent will issue the refund back to the VPD's ghost credit card within 48 hours while the Proponent resolves the issue with the airline carrier. ; and
- l) The Proponent will obtain required emergency Hospital/Medical insurance for travellers travelling outside of Canada, whether by air, rail, or car.

2. The City will give preference to a Proponent who can offer the following highly desirable requirements:

- a) The Proponent's solution will allow the City to manage travel credits (i.e. unused tickets), such that the travel credits can be applied via the online booking tool;
- b) The Proponent's solution will allow the City to transfer travel credits:
 - (i) for the same traveller, towards a different transaction;
 - (ii) between different travelers;

or, in lieu of transferring travel credits, obtain a refund by way of crediting the appropriate corporate credit card within the current billing cycle;

- c) In lieu of transferring travel credits, the Proponent's solution will be flexible to accommodate the VPD's requirement to have a credit issued immediately back to the VPD's ghost credit card, followed by an information email to vpdfinancetravel@vpd.ca stating that a credit has been issued, and providing the VPD traveller's name and TCV

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE C
DETAILED REQUIREMENTS

number,

- d) In addition, for the VPD, the proponent will ensure no credits expires and will liaise and seek preapproval from the VPD before applying the credits.
- e) The Proponent's solution will allow the City's travellers to collect and pool travel miles, thereby allowing the sharing and transfer of travel miles among the City's travellers, such that:
 - (i) Vancouver Police Board ("VPD") will collect its own pooled travel miles that will be shared by and transferred to VPD's members only;
 - (ii) All other pooled travel miles will be shared by and transferred to members other than VPD.
- f) The Proponent will provide telephone, on-line, and/or email support and assistance related to the Proponent's online booking tool at no cost to the City; and
- g) The Proponent's online booking tool will show currency conversion to Canadian currency that accurately reflects the Canadian dollar amount to be charged to the City's corporate credit card on the date of the transaction.
- h) The Proponent's solution will provide, at no cost to the City, standard travel and usage reports which are can be accessed by designated City representatives, with limited access asfollows:

City reports (excluding VPD) will be accessible to authorized City Staff only, and City Staff will have access only to the City reports;

VPD reports will be accessible to authorized VPD staff only, and VPD staff will have access only to the VPD reports.

3. The Proponent will ensure compliance to the City's Corporate Travel Policy (current as at the time of the RFP, but subject to changes and updates at any time), in particular, the following sections:

Section 2 - Travel Agency

2.2 Reservations:

- a) The traveller is not to specify the airline or rental car agency. Only the travel destination, arrival and departure times are to be supplied.
- b) Conference Hotel - If conference rates are in effect, the traveller should advise the travel agency to book at the conference hotel.
- c) An exception to having the travel agency book hotel reservations is permitted in those instances where the accommodation arrangements are made by designated conference organizers.

Section 4 - Transportation:

4.2 Air:

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE C
DETAILED REQUIREMENTS

- a) Flights should be booked at least 14 days prior to departure to obtain the most economical fare
- b) If an excursion fare requires the traveller to extend the trip by a day or two (usually on a weekend), the City will pay the additional per diem and hotel expenses, provided the additional cost does not exceed the fare savings.
- c) Council, Board Members and all staff - All travel must be Economy Class except in emergencies where other options are not available.

4.2 Car:

- a) Economy or compact cars must be used unless there are 3 or more City travellers travelling together, in which case, an upgrade to a full size car is permitted. Rentals for luxury vehicles will not be reimbursed.

Section 6 - Accommodations:

6.1 Class of Room: Travel accommodation will be based on single occupancy in a standard room and be booked at the lowest rate (preferred, government, special conference) available. Upgrades will not be reimbursed.

6.2 Location: Travel accommodation should be booked as close as possible to the business function/conference.

Section 9 - Personal and Partner Travel:

9.1 Travel Extensions and Stopovers: Travellers wishing to combine a business trip with personal travel may do so at their own expense. The traveller will be required to pay for any additional accommodation and living expenses that are not related to the business travel.

9.2 Partner Travel: Partner travel will not be paid by the City, except for:

- a) Council and Park Board Members (Elected Officials) - who are physically disabled and require personal assistance while on City business. The partner is entitled to the same allowance as the elected official.

4. The Proponent's travel agency services solution will ensure:

- a) Travellers making travel arrangements have verification of authority to travel (i.e. TCV number);
- b) Travellers' arrangements are in compliance with the City's travel policy;
- c) Issuance of electronic ticket ("e-tickets"), and/or physical ticket delivery for both non-emergency, and emergency situations;
- d) Billing details for airfares, accommodations, and car rentals will include the date of the transaction if payment is made by a personal or corporate credit card;
- e) Billing details for airfares, accommodations, and car rentals will include the date of the transaction if payment is not made by a personal or corporate credit card;

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE C
DETAILED REQUIREMENTS

and

- f) The Proponent will negotiate concessions with airlines, hotel chains, and car rental agencies, which will be reflected in the airfares, room rates, and rental rates, respectively, that are offered to the City.

5. The Proponent will demonstrate and report on cost savings in:

- a) Airfares
- b) Accommodations
- c) Car rental rates
- d) Other

6. The Proponent's solution will allow VPD to make credit card payments for VPD travel-related charges, such that:

- a) one ghost credit card (i.e. a virtual credit card) is used for all VPD airfare charges;
- b) the Proponent will send copies of all VPD travel invoices to the VPD's designated travel clerk;
- c) the Proponent's travel invoices will reference the authorization number (i.e. TCV number);
- d) the Proponent will, on a weekly basis, reconcile all charges made on the ghost credit card with the traveller information listed in Part B, Section 1.1 (o); and
- e) any personal travel charges not associated with a TCV number will not be charged to the VPD's ghost credit card, regardless of how travel arrangements are made (i.e. by OBT or Agent- assisted).

7. The Proponent will provide the City with the following accessible online & real-time, and/or periodic (monthly, quarterly, & annual) management reports, as defined below:

- a) Airfare savings report: comparing actual fare with the base fare (economy/business), with column totals. Explanations are required if the lower fare was not taken;
- b) Air travel report: At a minimum, listing traveller name and employee number, traveller's department (cost centre, cost element or work order), airline carrier, departure/return dates, destination, class of service, airfare, and cancelled flights, credit balance and credit expiry date (if applicable);
- c) Car usage report: At a minimum, listing traveller name and employee number, traveller's department (cost centre or work order), car rental company, car type, rental date(s), number of days rented, and rental rate;
- d) Hotel usage report: At a minimum, listing traveller name and employee number, traveller's department (cost centre or work order), hotel name, city, number of nights, and actual rate with base rate with column totals as appropriate;
- e) Activity report: At a minimum, showing number of transactions and dollar value of

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE C
DETAILED REQUIREMENTS

- sales detailed by month and accumulating year-to-date totals;
- f) Air travel analysis report: At a minimum, showing by quarter and year-to-date, spend by airline, and class of travel;
 - g) Hotel bookings analysis report: At a minimum, showing by quarter and year-to-date, spend by hotel, including hotel name, city, average nightly rate, and total for the period; and
 - h) Travel insurance coverage report: listing the traveller name and employee number, traveller cost centre or work order, coverage dates and insurance cost.
8. The Proponent's solution will allow travellers to continue to charge airfare, hotel and car rentals to Corporate Purchasing cards, wherein a traveller will provide a valid authorization number (i.e. TCV number) prior to booking a transaction.
9. The Proponent will provide the City with a detailed Implementation & Transition plan to transition to the Proponent's solution, clearly stating the responsibilities of both the City and the Proponent, and will include communication templates.
10. The Proponent will make arrangements for unlimited emergency Hospital/Medical insurance (unless a pre-existing medical condition exists) for each trip taken outside of Canada, details of which will include:
- a. Name of the travel insurance company used; and
 - b. Summary of the features of the insurance policy;
- however, the Proponent will not make arrangements for flight cancellation and flight accident insurance, although the Proponent will describe and indicate pricing for other relevant insurance which the City has the option to purchase during the term of the contract, at the City's sole and absolute discretion.
11. The Proponent will hold periodic performance reviews with the City, at minimum annually, and as required by the City.
12. During the term of a contract resulting from this RFP, the Proponent will immediately advise the City of technology updates and changes related to the Proponent's online booking tool, as well as alternate technologies or solutions for the City to consider transitioning to, if beneficial to the City and not resulting in financial penalties or additional cost to the City.

REQUEST FOR PROPOSALS - NO. PS20190048
 TRAVEL MANAGEMENT SERVICES
 SCHEDULE D
 CORPORATE TRAVEL POLICY



**CITY OF VANCOUVER
 CORPORATE POLICY**

SUBJECT: Travel	
CATEGORY: Finance	POLICY NUMBER: AF-004-01

PURPOSE

This establishes a policy for expenses incurred on City business travel. The objectives of the policy are to ensure that:

- Travel is properly authorized.
- Care has been exercised to minimize costs.
- Council and staff are fairly reimbursed for out-of-pocket expenses.
- Reasonable expenses and reimbursements are properly authorized.
- Risk to the City and traveller is minimized by ensuring appropriate insurance coverage, itineraries are known in case of emergency and access to 24 hour support services in the event of travel disruptions.
- Process for reimbursement is efficient and easy to administer.

SCOPE

Council, Board Member and all City Staff.

POLICY STATEMENTS

1 Authorization

1.1 Council: Council travel authorization is regulated by *Mayor and Council Members' Expenses Bylaw No. 8904*.

1.2 Staff: All travel require the following approvals prior to departure, and expenditures must be within budgeted funds:

Traveller	Within BC	Within North America	Outside North America
Park Board Members	Chair	Board Resolution	Board Resolution
Library Board Members	Chair	Board Resolution	Council Resolution
Police Board Members	Chair	Board Resolution	Council Resolution
Civic Theatre Board Members	Chair	Board Resolution	Council Resolution
City Manager	City Manager	City Manager	City Manager
General Manager	General Manager	General Manager	City Manager/Board
Staff	General Manager*	General Manager*	City Manager

General Manager may delegate responsibility to another senior staff by notifying the Director of Finance in writing.

1.3 Exceptions/Non-compliance: All noted exceptions to the City's Travel Policy should be approved by the City Manager.

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE D
CORPORATE TRAVEL POLICY

City of Vancouver

Corporate Policy

2 Travel Agency

2.1. Designated Travel Agency: All travel reservations for (and subsequent changes to) airfare, hotel and car rentals must be made through the City's designated travel agency. The travel agency will ensure adequate insurance coverage for the traveller as per section 8.

2.2. Reservations:

- a) The traveller is not to specify the airline or rental car agency. Only the travel destination, arrival and departure times are to be supplied.
- b) Conference Hotel - If conference rates are in effect, the traveller should advise the travel agency to book at the conference hotel.
- c) An exception to having the travel agency book hotel reservations is permitted in those instances where the accommodation arrangements are made by designated conference organizers.

3 Eligible Expenditures and Receipts

3.1. Approval:

- a) Reimbursement of actual travel expenditures must be approved as follows:
 - Board Members (Park, Library and Police) - by the respective General Managers
 - General Managers - by the City Manager/Board
 - City Manager - by the Director of Finance
 - Staff - by the General Manager of respective departments.
- b) This policy sets out the maximum claimable. The traveller and approval authority may agree in advance of any travel, to negotiate reimbursements which are less than provided for in this policy.

3.2. Receipts: Original receipts must be submitted for all eligible expenditures. When expenses have been charged to a corporate purchase card, copies of the receipts should be submitted (as original receipts are required to be attached to the purchase card monthly statement).

3.3. Missing Receipts: No reimbursements will be made for expenditures without original receipts. If a receipt has been lost and a duplicate cannot be obtained, the traveller must provide a written explanation, noted and signed by the approval authority.

3.4. Eligible Expenditures: Includes expenditures for transportation, ground transportation, accommodations, insurance and the following:

- a) Business telephone calls (and voice and data long distance charges).
- b) Conference registration fees - does not include social events unless they are an integral part of the registration fee.
- c) Advance seat selection and ferry reservation fees.

3.5. Eligible Expenditures for Travel within the GVRD: Includes transportation expenditures under section 4.3. No accommodation or per diems will be paid.

Travel

Page 2 of 7

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE D
CORPORATE TRAVEL POLICY

City of Vancouver

Corporate Policy

4 Transportation

4.1. Means of Transportation: Traveller may choose their means of transportation - air, train or car. Per diems will be paid on the same basis as travel by air, unless an alternative means of transportation is more convenient.

4.2. Air:

- a) Traveller is expected to obtain the most economical fare available for a direct, return flight to/from the destination
- b) Flights should be booked at least 14 days prior to departure to obtain the most economical fare
- c) If an excursion fare requires the traveller to extend the trip by a day or two (usually on a weekend), the City will pay the additional per diem and hotel expenses, provided the additional cost does not exceed the fare savings
- d) Council, Board Members and all staff - All travel must be Economy Class except in emergencies where other options are not available
- e) Frequent Flyer Points - Travellers may accumulate frequent flyer points for booking business travel, provided the lowest airfare for a direct flight to and from the destination is chosen.

4.3. Car:

- a) Own Car - A traveller who chooses to travel outside the GVRD using own car may claim the lesser of:
 - Excursion airfare under 4.2a and ground transportation expenses under 5.1
 - Mileage, at the City's prevailing rate (as per Auto Allowance Policy), parking expenses, tolls, ferries and other reasonable expenses related to transportation.
- b) City Vehicle - A traveller who has been assigned a City leased vehicle may claim the lesser of:
 - Excursion airfare under 4.2a and ground transportation expenses under 5.1
 - Actual out of pocket operating expenses (parking, tolls, ferries) incurred (supported by receipts) during the period traveled.
- c) Travelling as a Group - where 2 or more travellers are travelling in the same vehicle, only the traveller who incurs the expenses of operating the vehicle may claim the mileage, or in the case of a leased vehicle, the actual out of pocket expenses.
- d) Rental Cars - There may be situations where it is necessary to provide a rental car. Car rentals must be approved in advance by the approval authority under 1.2, and booked through the designated travel agency who will ensure that insurance requirements meet City standards.

Economy or compact cars must be used unless there are 3 or more City travellers travelling together, in which case, an upgrade to a full size car is permitted. Rentals for luxury vehicles will not be reimbursed.

Travel

Page 3 of 7

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE D
CORPORATE TRAVEL POLICY

City of Vancouver

Corporate Policy

Car rental, insurance, parking and fuel expenses (supported by receipts) will be reimbursed.

5 Ground Transportation

5.1. *To and From Local Airport:* Traveller will be reimbursed either of:

- a) Airporter or taxi fares from home or office or
- b) Mileage from home or office (at the prevailing rate in the City's Auto Allowance Policy) and parking (this may include parking for the duration of the trip if the traveller wishes to park their car at the terminal. Loss or damage to the vehicle while parked is not the responsibility of the City).

5.2. *To and From Hotel:* Taxi or transit fares for travel to and from hotel and the airport, and to/from business functions. Generally, for conferences, hotels are in close proximity to the conference site and/or shuttle services are provided as part of the conference.

5.3. *Travelling in a Group:* Where one or more travellers are sharing a taxi, only the traveller with an original receipt will be reimbursed.

6 Accommodations

6.1. *Class of Room:* Travel accommodation will be based on single occupancy in a standard room and be booked at the lowest rate (preferred, government, special conference) available. Upgrades will not be reimbursed.

6.2. *Location:* Travel accommodation should be booked as close as possible to the business function/conference.

6.3. *Registration:* Travel accommodation should be booked in the traveller's name.

6.4. *Hotel bills:* Detailed hotel bills must be submitted to support claim. The following items will not be reimbursed:

- a) Meals and mini bar charges
- b) Movies or game rentals
- c) Laundry, cleaning expenses
- d) Personal telephone calls
- e) Other incidental expenses not explicitly covered in this travel policy.

6.5. *Private Accommodation:* Traveller staying in private accommodation (i.e. with friends or relatives) may claim an allowance of \$30 per night. No receipts are required.

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE D
CORPORATE TRAVEL POLICY

City of Vancouver

Corporate Policy

7 Per Diem

7.1. Rates: Daily per diem rate is \$60 for travel within North America (outside Canada, the rate will be paid in US dollars.) For travel outside North America the daily per diem rate is \$70 US.

7.2. Meal Component: The daily rate includes a meal component of \$50. The per diem must be reduced for any meals provided as part of a conference/function using the following guidelines:

- a) Breakfast \$10
- b) Lunch \$15
- c) Dinner \$25

7.3. Incidental Component: The daily rate includes an incidental component of \$10 to cover the following items:

- a) Personal phone calls
- b) Snacks, mini bar items
- c) Cleaning and laundry costs
- d) Gratuities
- e) Other incidentals not otherwise covered in the travel policy.

7.4. Part day travel: The daily rate is prorated by 50% if travel starts after or concludes before noon.

7.5. Receipts: No receipts are required.

8 Insurance

8.1. Cancellation: The City will not pay for cancellation insurance.

8.2. Medical: For travel outside of Canada, the City will pay for additional medical insurance, based on a standard package provided by the City's travel agent.

8.3. Insurance for Rental Vehicle: When travelling on City business within Canada, United States or overseas, if an employee is authorized to rent a vehicle for transportation purposes, the employee should rent the vehicle in his or her own name. For the protection of the employee and the City, the employee should purchase Collision and Comprehensive Automobile Insurance coverage that are usually offered by the rental agency. The applicable deductible must not exceed \$500Cdn. Third Party Liability insurance is provided through the City's non-owned automobile liability insurance, therefore no liability insurance is required for the operation of the rental vehicle.

The City will reimburse the employee for the rental of the vehicle including the insurance premium cost. In the event of an accident where the employee is responsible for the loss or damage to the rental vehicle, the City will also reimburse the employee for the applicable deductible up to a maximum \$500Cdn.

8.4. Employee owned Vehicle: Employees are responsible for adequate insurance coverage when using own vehicle for City business purposes.

Travel

Page 5 of 7

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE D
CORPORATE TRAVEL POLICY

City of Vancouver

Corporate Policy

9 Personal and Partner Travel

9.1. *Travel Extensions and Stopovers:* Travellers wishing to combine a business trip with personal travel may do so at their own expense. The traveller will be required to pay for any additional accommodation and living expenses that are not related to the business travel. For airfare, the City will pay for the lower of:

- a) The actual combined fare or
- b) The cost of a direct return flight to/from the business destination based on the lowest economy excursion fare available for the travel dates.

9.2. *Partner Travel:* Partner travel will not be paid by the City, except for:

- a) Mayor - travel expenses of the Mayor's partner are approved by Council and are funded from the Mayor's Fund, unless otherwise specified.
- b) Council and Park Board Members (Elected Officials) - who are physically disabled and require personal assistance while on City business. The partner is entitled to the same allowance as the elected official.
- c) Police Union member on long term training - partner travel may be approved by the Chief Constable within provisions of the Collective Agreement.

10 Travel Advances and Expense Claims

10.1. *Travel Advances:* Travellers may request a travel advance no more than 7 business days prior to departure and the amount must not exceed estimated expenses. Travellers who regularly travel are encouraged to obtain a corporate purchase card.

10.2. *Travel Expense Claims:* Travel expense claims must be approved by the approval authority and submitted for reimbursement within 10 business days of return from travel. Claims must be for eligible expenditures as per this policy and supported by receipts. Any unapproved exceptions will not be reimbursed.

10.3. *Forms:* Both travel advances and expense claims are to be submitted on the Travel claim form. The form, along with detailed instructions, is available on City Wire.

Forms along with receipts should be approved by the approval authority and submitted to:

- a) For Park Board and staff - Park Board Corporate Services
- b) For Library Board and staff - Central Library Corporate Services
- c) For Police Board and staff - VPD Corporate Services
- d) Council and all other staff - Central Accounts Payable - Corporate Services

10.4. *Form of payment:* Reimbursements will be paid by cheque in Canadian dollars.

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
SCHEDULE D
CORPORATE TRAVEL POLICY

City of Vancouver

Corporate Policy

PROCEDURE

[Travel Claim Form Procedure](#)

REFERENCE

[Travel Claim Form](#)

RELATED POLICIES

[AF-001-01](#) Auto Allowance - General
[AF-001-02](#) Auto Allowance - Monthly Flat Rate

APPROVAL HISTORY

ISSUED BY: Director of Finance	APPROVED BY: Council	DATE: 2005/01/18
---------------------------------------	-----------------------------	-------------------------

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
APPENDIX 1
TITLE PAGE AND DECLARATION OF SUPPLIER CODE OF CONDUCT

RFP No. PS20190048, TRAVEL BOOKING SERVICES (the "RFP")

Proponent's Name: _____
"Proponent"

Address: _____

Jurisdiction of Legal Organization: _____

Date of Legal Organization: _____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____

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

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Schedule B to the RFP.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
APPENDIX 1
TITLE PAGE AND DECLARATION OF SUPPLIER CODE OF CONDUCT

Declaration of Supplier Code of Conduct

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct ("SCC") <http://vancouver.ca/policy_pdf/AF01401P1.pdf>, which defines minimum labour and environmental standards for City suppliers and their subcontractors. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration.

As an authorized signatory of _____(*vendor name*), I declare that I have reviewed the SCC and to the best of my knowledge, _____ (*vendor name*) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action). I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of _____ (*vendor name*).

Signature: _____

Name and Title: _____

Exceptions to Declaration:

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
APPENDIX 2
SCHEDULE OF PRICES

Directions & Assumptions	
Directions:	
All responses must be entered into this Appendix 2 - Schedule of Prices. All pricing must be based on assumptions provided. Any and all potential costs must be included in this document. Any additional costs added outside this document are deemed unacceptable for consideration.	
In addition, Proponents are required to respond to four Scenarios described in this Appendix 2 - Schedule of Prices.	
Assumptions	All data used for pricing calculations for fees are provided in the Flight Volumes table below. Pricing should be provided on a per gross transaction basis per the definition of transaction provided below, and should be input in the Transaction Fees table.
Costs Input	Proponents shall input costs on a per gross transaction basis on the Fees table, below. Proponents shall propose pricing by country, by region and globally.
Currency	All pricing must be provided in Canadian currency.
Transaction	A gross airline and rail transaction made on behalf of the client. "Gross airline and rail transaction" is defined as all gross airline and rail tickets (electronic and paper) issued by the Proponent or reserved by the Proponent through a third party, regardless of whether the ticket is subsequently used, voided, or refunded in whole or in part. 'Hotel Only' and 'Car' rental reservations are not defined as transactions.

Flight Volumes [approximate; to be used for guidance only]	
Destination Country	Approximate Number of Flights per Year [based on 2018 statistics]
Domestic - Canada	750
International - United States	400
International - Overseas	50

Fees	
Traditional Transaction Fees	
Description	unit cost
Domestic Airline Reservation	\$ /
International Airline Reservation	\$ /
Hotel only	\$ /
Car only	\$ /
Domestic Rail	\$ /
International Rail	\$ /
Hotel Reservation + airline transaction	\$ /
Car Reservation + airline transaction	\$ /
Refunds / Exchanges / Voids	\$ /
Non GDS - Air	\$ /
Non GDS- Hotel	\$ /
Insurance purchase	
Other (Any fees not listed above. Please provide detailed description)	
Other (Any fees not listed above. Please provide detailed description)	

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
APPENDIX 2
SCHEDULE OF PRICES

Online Booking Tool (OBT) Transaction Fees	
Description	unit cost
Name of Online Booking Tool (OBT): _____	
"No Touch" Online Transaction Fulfillment Fee	\$ /
Domestic Airline Reservation & Ticket	\$ /
Regional / International Airline Reservation & Ticket	\$ /
Hotel Reservation only	\$ /
Car Reservation only	\$ /
Rail Reservation	\$ /
Refunds / Exchanges / Voids	\$ /
Electronic Booking Tool Fee	\$ /
Agent-Assisted Online Fulfillment Fee	\$ /
Domestic Airline Ticket	\$ /
Regional / International Airline Ticket	\$ /
Hotel Reservation only	\$ /
Car Reservation only	\$ /
Rail Reservation	\$ /
Refunds / Exchanges / Voids	\$ /
Electronic Booking Tool Reservation Fee	\$ /
1-800 Help Desk for assistance with OBT	\$ /
'Live' Support/Online Chat for assistance with OBT	\$ /
Additional Non-Transaction-Based Online Support Fees	\$ /
Monthly online maintenance	\$ /
Online tool administration / site support (monthly)	\$ /
Onetime Online Implementation	\$ /
Insurance purchase	
Other (Any fees not listed above. Please provide detailed description)	
Other (Any fees not listed above. Please provide detailed description)	
Other (Any fees not listed above. Please provide detailed description)	

Value Add Services	
Transaction-based / Event-based	
	Indicate <input checked="" type="checkbox"/> if offered
Annual Subscription Fees (per transaction)	<input type="checkbox"/>
Accounting	<input type="checkbox"/>
Enroute / Emergency Services/ After Hours service	<input type="checkbox"/>
Group & Meeting Air Analysis	<input type="checkbox"/>
Group & Meeting Air Planning	<input type="checkbox"/>
International Rate Desk	<input type="checkbox"/>
Non-Refundable Ticket Tracking (US / Canada)	<input type="checkbox"/>
Online Booking Tool - Traveler Training	<input type="checkbox"/>
Online Booking Tool - Ongoing Support	<input type="checkbox"/>
Paper Ticket Delivery	<input type="checkbox"/>

REQUEST FOR PROPOSALS - NO. PS20190048
 TRAVEL MANAGEMENT SERVICES
 APPENDIX 2
 SCHEDULE OF PRICES

Passport & Visa Services	<input type="checkbox"/>
Profile and Access support	<input type="checkbox"/>
VIP services	<input type="checkbox"/>
Other (Please provide detailed description)	

Annual Fees [if applicable]	
Description	unit cost
Account Management	\$ /year
Airline Consulting Services	\$ /year
Credit Card Reconciliations	\$ /year
Data Maintenance	\$ /year
Hotel consulting	\$ /year
Reporting	\$ /year
Reporting Tool (web-based)	\$ /year
Reporting for Online Fulfillment	\$ /year
Standard Reporting package	\$ /year
Ad hoc Reporting	\$ /year
Benchmarking	\$ /year
Technology Product or Service (Please provide description)	\$ /year
Technology Product or Service (Please provide description)	\$ /year
Technology Implementation - Identify Product	\$ /year
Technology Implementation - Identify Product	\$ /year
Other (Please provide detailed description)	
Other (Please provide detailed description)	
Other (Please provide detailed description)	

Scenario #1
<p>Description: Traveler 'A' books airfare using the OBT. Later, Traveler 'A' needs to change the flight time, and calls the Travel Agency to make the change, and add a hotel reservation. Finally, Traveler 'A' decides to cancel the hotel reservation altogether, and calls the Travel Agency to make the change.</p>
<p>Question to Proponent: What fees will be charged for the above services? Please provide a detailed breakdown of all fees and costs that will be incurred, whether the fees and costs will be invoiced by the Travel Agency or another vendor.</p>
<p>Proponent's response:</p>

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
APPENDIX 2
SCHEDULE OF PRICES

Scenario #2

Description: Traveler 'B' calls the Travel Agency to book airfare, hotel, and car rental. Later, Traveler 'B' needs to change the hotel, and calls the Travel Agency to make the change. Finally, Traveler 'B' needs to upgrade the car rental to a full-size, and calls the Travel Agency to make the change.

Question to Proponent: What fees will be charged for the above services? Please provide a detailed breakdown of all fees and costs that will be incurred, whether the fees and costs will be invoiced by the Travel Agency or another vendor.

Proponent's response:

Scenario #3

Description: Traveler 'C' books airfare and hotel using the OBT. Later, Traveler 'C' needs to cancel both the airfare and the hotel reservation, and calls the Travel Agency to cancel the airfare and hotel reservation.

Question to Proponent: What fees will be charged for the above services? Please provide a detailed breakdown of all fees and costs that will be incurred, whether the fees and costs will be invoiced by the Travel Agency or another vendor.

Proponent's response:

Scenario #4

Description: Traveler 'D' booked a flight using the OBT. He then calls the Travel Agency to cancel the flight resulting in a credit. Two months later Traveler D calls the Travel Agency to use the credit to book another flight.

Question to Proponent: What fees will be charged for the above services? Please provide a detailed breakdown of all fees and costs that will be incurred, whether the fees and costs will be invoiced by the Travel Agency or another vendor.

Proponent's response:

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
APPENDIX 3
COMPANY PROFILE

1. Proponent's Legal Name (note: if this Proposal involves a consortium or partnership, identify all members and provide information for each member as required below. Also, clearly describe and delineate roles and responsibilities of each party and their relationship and responsibility to the single lead Proponent).
2. Description of Proponent's company, purpose and history of successes including:
 - a. Number of years in business;
 - b. Annual air travel and hotel booking sales volumes;
 - c. Names of national and international affiliations;
 - d. Numbers of staff employed (all levels);
 - e. Number of staff assigned to the business travel division;
 - f. Average length of service of staff assigned to the business travel division; and
 - g. Online booking tools available to corporate clients.
3. Details of the Proponent's key personnel that would service the contract with the City, including:
 - a. Name & Role of key contact person for the contract resulting from this RFP
 - b. Qualifications of key contact person
 - c. Name & Role of Project Manager responsible for transition and implementation to a new contract resulting from this RFP
 - d. Qualifications of Project Manager
4. Details of the Proponent's current agreements with airlines, hotels, and car rental agencies:
 - a. with which the Proponent currently has agreements in place; and
 - b. from which the City can financially benefit under a contract resulting from this RFP.
5. Details of the Proponent's quality assurance program, and how it will ensure that the City will receive quality service including, but not limited to, the lowest available airfare, the correct hotel rates, confirmation of hotel room, and responsive & effective customer service.
6. The Proponent's financial viability and stability, including annual financial statements (balance sheet, income statement) for the previous two (2) years. Details shall include gross revenue, revenue splits, sales expense, and R&D expense.
7. The Proponent's value added services that will be offered to the City under a contract resulting from this RFP, which will have no extra costs to the City.
8. The Proponent's established practices to measure service levels and its commitment to produce cost reduction recommendations.
9. The Proponent's client list, preferably including law enforcement agencies, and including any letters of recommendation relevant to the scope of this RFP

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
APPENDIX 4
CERTIFICATE OF INSURANCE

Provided as an attachment.

Section 8 b) – City staff to select the required # of days Written Notice before sending the certificate out for completion
 Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

MAILING ADDRESS: _____

LOCATION ADDRESS: _____

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE: _____

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.

(All Risks Coverage including Earthquake and Flood)	INSURED VALUES: (Replacement Cost)
INSURER: _____	Building and Tenants' Improvements: \$ _____
TYPE OF COVERAGE: _____	Contents and Equipment: \$ _____
POLICY NUMBER: _____	Deductible Per Loss: \$ _____
POLICY PERIOD: From _____ to _____	

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**
 Including the following extensions: **LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)**

<input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Products and Completed Operations <input checked="" type="checkbox"/> Cross Liability or Severability of Interest <input checked="" type="checkbox"/> Employees as Additional Insureds <input checked="" type="checkbox"/> Blanket Contractual Liability <input checked="" type="checkbox"/> Non-Owned Auto Liability INSURER: _____ POLICY NUMBER: _____ POLICY PERIOD: From _____ to _____	Per Occurrence: \$ _____ Aggregate: \$ _____ All Risk Tenants' Legal Liability: \$ _____ Deductible Per Occurrence: \$ _____
--	---

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

INSURER: _____	LIMITS OF LIABILITY:
POLICY NUMBER: _____	Combined Single Limit: \$ _____
POLICY PERIOD: From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

6. **UMBRELLA OR** **EXCESS LIABILITY INSURANCE** **LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)**

INSURER: _____	Per Occurrence: \$ _____
POLICY NUMBER: _____	Aggregate: \$ _____
POLICY PERIOD: From _____ to _____	Self-Insured Retention: \$ _____

7. **OTHER INSURANCE** (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

8. **POLICY PROVISIONS:**
Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:
 - a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;*
 - b) *SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
 - c) *The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE _____

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

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
APPENDIX 5
VPD SECURITY CLEARANCE

The following forms are to be completed by the successful Proponent's key personnel, including, but not limited to directors, managers, supervisors, and staff who will have access to any VPD information (including remotely accessed information). All costs to be borne by the Proponent.

1. VPD Consent to Release Information Form
2. Feedback Waiver Form (1601B)
3. VPD Civilian Security Screening Background Information Form (1602(09))

All are provided as attachments to this RFP.



VPD 1601B(12)

VANCOUVER POLICE DEPARTMENT CONSENT to RELEASE INFORMATION

Attention: _____ **Date:** _____
Fax: _____ **Agency:** _____

This confidential document is the property of the Vancouver Police Department (VPD) and is intended solely for the addressee. In the event you have received this facsimile in error, please advise the sender immediately. Any unauthorized disclosure, copying, distribution or dissemination of the **information** enclosed is strictly prohibited.

AUTHORIZATION TO PROVIDE REFERENCE

The individual named below, who has signed this **AUTHORIZATION to PROVIDE REFERENCE** and **CONSENT to RELEASE INFORMATION**, is an employee of _____, who
(Name of Contractor/Vendor)
has been hired to provide goods and/or services for the Vancouver Police Department (VPD).

In order to ensure the integrity and security of access to the VPD premises and/or information, it is essential for the VPD to determine the suitability of this employee.

We appreciate you providing us with **information** about _____, an
(Name of employee)
employee of _____ to assist the VPD in determining his/her suitability to
(Name of contractor / vendor)
provide goods and/or services to the Vancouver Police Department.

CONSENT TO RELEASE INFORMATION

I, _____, authorize any person or entity to provide **any**
(Given Name, Family Name)
information about me to the Vancouver Police Department, including, but not limited to, **information** about me concerning my: employment, work habits, education, finances, debts and credit history, criminal activity, driving record, character, social behaviour, reliability or integrity, and any other **information** deemed by the VPD to be of potential relevance to my possible status as an approved Tradesperson/ Sub-contractor/Contractor/Vendor to the Vancouver Police Department.

By signing this document, I understand and accept that I cannot be provided with feedback if I am unsuccessful in my submission to become an approved Tradesperson/Sub-contractor/Contractor/Vendor for the Vancouver Police Department.

Signature: _____ Date: _____
(yyyy-mm-dd)

Thank you for your assistance. Please forward all related correspondence to:

Vancouver Police Department
c/o Human Resources Section
3585 Graveley Street, Vancouver, BC V5K 5J5
Telephone: 604-717-2850 Fax: 604-257-5832



VPD 1603B(12)

Vancouver Police Department

Due to the detailed feedback required as part of the submission process to obtain approved Contractor/Vendor status for the Vancouver Police Department, the success or failure of your submission depends largely on the results of your ***Consent to Release Information*** form.

The Vancouver Police Department processes large quantities of these types of submissions and as a result, is not able to provide specific feedback as to why an employee of a Contractor/Sub-Contractor/Vendor is unsuccessful in the process.

I understand and accept that I cannot be provided with feedback if I am unsuccessful in my application to become an approved employee of a Contractor/Sub-Contractor/Vendor for the Vancouver Police Department.

Signature

Date

Witness

Date

MARITAL STATUS/Common-Law Relationship (continued)**Previous Spouse/Common-Law Partner Information**

Surname and Full Given Names		Maiden Name (if applicable)	Current Citizenship
Date of Birth: _____ yyyy / mm / dd		City, Province/State, Country of Marriage/Common Law Partnership	
Date of Marriage/Common Law Partnership _____ yyyy / mm / dd		City, Province/State, Country of Birth	
If separated, widowed or divorced, specify date: _____ yyyy / mm / dd		City, Province/State, Country of Divorce	
Present Street Address			
City, Province or State		Telephone No: () -	Postal Code Country

IMMEDIATE RELATIVES INSIDE & OUTSIDE OF CANADA

Immediate relatives include: adult children (18 years & older), mother, father, brother(s), sister(s), step-family, mother and father In-law

(If more space is required, use a separate sheet of paper and sign each sheet)

1. Surname and Full Given Names		Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd		City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd	
Name and Address of Employer		Job Title	
2. Surname and Full Given Names		Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd		City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd	
Name and Address of Employer		Job Title	
3. Surname and Full Given Names		Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd		City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd	
Name and Address of Employer		Job Title	
4. Surname and Full Given Names		Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd		City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd	
Name and Address of Employer		Job Title	
5. Surname and Full Given Names		Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd		City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd	
Name and Address of Employer		Job Title	
6. Surname and Full Given Names		Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd		City, Province/State, Country of Birth	
Complete Address		Date of Death (if applicable): _____ yyyy / mm / dd	
Name and Address of Employer		Job Title	

7. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address	Date of Death (if applicable): _____ yyyy / mm / dd	
Name and Address of Employer	Job Title	
8. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address	Date of Death (if applicable): _____ yyyy / mm / dd	
Name and Address of Employer	Job Title	
9. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address	Date of Death (if applicable): _____ yyyy / mm / dd	
Name and Address of Employer	Job Title	
10. Surname and Full Given Names	Maiden Name (if applicable)	Relationship
Date of Birth: _____ yyyy / mm / dd	City, Province/State, Country of Birth	
Complete Address	Date of Death (if applicable): _____ yyyy / mm / dd	
Name and Address of Employer	Job Title	

FOR COMPLETION BY APPLICANT BORN OUTSIDE CANADA OR BORN IN CANADA HOLDING DUAL CITIZENSHIP	
Date of Entry into Canada: _____ yyyy / mm / dd	Present Citizenship
If you are a naturalized Canadian, give the birth certificate number and date of issue: # _____ / _____ yyyy / mm / dd	
If you are not naturalized, have you applied for Canadian citizenship? Please provide copy of Immigrant Visa or Record of Landing documentation <input type="checkbox"/> Yes <input type="checkbox"/> No Date of application: _____ yyyy / mm / dd	
Do you maintain citizenship in a country other than Canada? <input type="checkbox"/> Yes; <input type="checkbox"/> No If yes, provide the name of the county and explain why. Name of country: _____	
Have you used a passport other than a Canadian one? <input type="checkbox"/> Yes; <input type="checkbox"/> No If yes, explain: _____	

EMPLOYMENT – PART I (Provide last 10 years of employment, starting with the most recent. If more space is required, use a separate sheet of paper and sign each sheet)		
Were you dismissed or asked to resign from any position(s) listed below?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, give name of employer, supervisor, position title and date Employer: _____ ; Supervisor: _____ ; Position Titles: _____ ; Date: _____ yyyy / mm / dd		

Would your employment be jeopardized if your current supervisor, below, is contacted?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, provide the name of an alternate employment contact and telephone number	Contact: _____	Telephone No: () -

1. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ yyyy / mm / dd	To Present
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: () -
2. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: () -
3. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd

Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: () -
4. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: () -
6. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: () -
7. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: () -
8. Full name of employer - do not use acronyms (department/organization/agency, if applicable)	From: _____ yyyy / mm / dd	To: _____ yyyy / mm / dd
Job site address (street, city, province /state)		Country
Job title and brief job description (including rank and service number if applicable)		
Supervisor's full name and job title		Telephone No: () -

EMPLOYMENT – PART II

Please detail the history of your activities during periods of non-employment consisting of one month or more:

CHARACTER REFERENCES IN CANADA

List three character references (non-family members) and one neighbourhood reference

1. Full Name (no initials)	Relationship	Period known
Complete home address		Telephone No: () -
2. Full Name (no initials)	Relationship	Period known
Complete home address		Telephone No: () -
3. Full Name (no initials)	Relationship	Period known
Complete home address		Telephone No: () -
4. Full Name (no initials)	Relationship	Period known
Complete home address		Telephone No: () -

AUTHORIZATION AND CERTIFICATION

I authorize the Vancouver Police Department to use the information I have here provided, for verification and investigations for the purpose of making enhanced security clearance.

I hereby certify that the information set out by me in this document is true and correct to the best of my knowledge and belief.

Signature	Date _____ yyyy / mm / dd	Telephone (home): () -	Telephone (business): () -
-----------	------------------------------	----------------------------	--------------------------------

REQUEST FOR PROPOSALS - NO. PS20190048
TRAVEL MANAGEMENT SERVICES
APPENDIX 6
FORM OF AGREEMENT

Provided as an Attachment



SERVICES CONTRACT

CONTRACT NO: PS20190048

City of Vancouver, City of Vancouver as represented by its Board of Parks and Recreation, Vancouver Public Library Board, and the Vancouver Police Board (the "City")

AND: XXXXXXXX (the "Contractor")

having the following address:

having the following address:

453 West 12th Avenue
Vancouver, British Columbia, Canada
V5Y 1V4

Tel Number:
Email:

Tel Number:
Email:

Name of City Project Manager:

This contract for services is comprised of this cover page, the following parts A, B, C, D and E, the attached Services Contract Terms and Conditions, and any other attachments, schedules, appendices or annexes expressly referred to in the aforementioned parts A, B, C, D and E, and the signature blocks following Part F below (the "Contract"). By signing below, the City and the Contractor hereby agree to be bound by the terms of this Contract.

PART A

1. Services

1.1. The provision of travel management services to meet the needs of City staff including the Mayor, members of Council, the Vancouver Board of Parks and Recreation, The Vancouver Public Library Board, and the Vancouver Police Board. The services are further described in Schedule B.

2. The Start Date

2.1. This Contract shall come into full force and effect on XXXXX (the "Start Date")

3. Term

3.1. The Contract is effective for a period of 6 years beginning XXXXXX and ending XXXXXX (the "Term"); and the City, at its option, may extend the Contract for two successive two-year periods following the fifth anniversary of the Start Date, at the option of the City, upon written notice from the City to the Contractor.

3.2. If the City and the Contractor continue to deal with each other in respect of the subject matter of this Contract following the expiry of this Contract, without any additional or other written agreement in respect thereof, this Contract shall be deemed to have been renewed on a month-to-month basis on the same terms and conditions as before the expiry of the Contract and it may be cancelled without cause by either party on thirty (30) days' prior written notice to the other.

PART B - FEES AND EXPENSES:

Billing Date(s): See Section 20 of the Services Contract Terms and Conditions

Expenses: Not reimbursable (included in fees)

Definitions:

The fees and expenses are further described in Schedule C.

"GST" means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended or replaced from time to time.

All fees are exclusive of any applicable GST or PST.

"PST" means the provincial sales tax payable and imposed pursuant to the Provincial Sales Tax Act (British Columbia), as amended or replaced from time to time.

PART C: APPROVED SUBCONTRACTORS

None

SCHEDULE D: INSURANCE

Without limiting any of its obligations or liabilities under this Services Contract, the Contractor will obtain and continuously carry and will cause its subcontractors to obtain and continuously carry during the term of the Services Contract at its own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below:

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

All insurance policies required by this Services Contract will be in a form, in amounts and with insurers acceptable to the City. All policies will provide that the insurer will provide the City with sixty (30) days' prior written notice of any material change, lapse or cancellation of the policy. Notice must identify the contract title, number, policy holder, and scope of work.

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

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

The insurance coverage will be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City or its officials, officers, employees, or agents will be excess of the Contractor's insurance and will not contribute with it.

Prior to the Start Date, the Contractor will provide the City with evidence of all required insurance in the form of a "Certificate of Insurance" (on the City's form).

The Certificate of Insurance will identify the contract title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. The Contractor will provide proof of insurance, in the form of a Certificate of Insurance or certified copies of all insurance policies to the Manager, Contracts and Administration at any time immediately upon request.

The Contractor will provide in its agreements with its subcontractors clauses in the same form as in this Part D. Upon request, the Contractor will deposit with the City detailed certificates of insurance for the policies it has obtained from its subcontractors and a copy of the applicable insurance clauses from its sub-contract agreements.

The Contractor will ensure that the required insurance is provided only by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.

PART E: ADDITIONAL TERMS

The Contractor shall comply with the requirements of Schedule A in its performance of the Services.

The following are integral parts of this Services Contract:

- Schedule A - Privacy and Data Security
- Schedule B - The Services
- Schedule C - Fees and Expenses

The parties hereto have duly executed this Contract as of the XX day of XXXX, 20XX.

SIGNED AND DELIVERED on behalf of the City by its authorized signatories:

SIGNED AND DELIVERED on behalf of the Contractor by its authorized signatory:

Per: _____
Paul Bruce
Manager, Contracts and Administration
City of Vancouver

Per: _____
Signature

Per: _____
Nancy Eng
Controller, Financial Services
Vancouver Police Department

Printed Name and Title

Per: _____
Julia Morrison
Director, Corporate Services & Facilities
Vancouver Public Library

SAMPLE

SERVICES CONTRACT TERMS AND CONDITIONS

A. CONTRACTOR'S OBLIGATIONS

1. **Performance of Services.** The Contractor agrees to provide the City with the services described in PART A (and in any schedule referred to therein), including, without limitation, and to the extent not expressly described in PART A (or in any such schedule), all services necessary or incidental to the completion of the services contemplated and described therein (the "Services"), all in accordance with the Services Contract (this "Contract"). The Contractor must provide the Services commencing on the Start Date described in PART A and in accordance with the delivery schedule (if any) specified in PART A (or in any schedule referred to therein), regardless of the date of execution or delivery of this Contract. The Contractor must comply with the City's instructions in performing the Services, but unless otherwise specified herein, the Contractor shall at all times retain control over the manner in which those instructions are carried out.
2. **Provision of Service Inputs.** Unless otherwise specified herein, the Contractor must supply and pay for all labour, materials, permits and approvals (including from any relevant government authority) necessary or advisable to provide the Services.
3. **Standard of Care and Applicable Laws.** The Contractor must perform the Services to the standard of care, skill, and diligence prescribed herein, or where not prescribed herein, to the standard customarily maintained by persons providing, on a commercial basis, services similar to the Services, and in accordance with all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Contractor and its personnel and the Services.
4. **Warranty.** Without limitation to any additional warranties provided by the Contractor, whether indicated on the face of this contract or otherwise provided, the Contractor warrants that: (a) all goods, provided by the Contractor in connection with its performance of the Services ("Goods"), shall be of merchantable quality and free from defects in workmanship and materials; (b) all Goods shall strictly conform to applicable samples, specifications and drawings; (c) all Goods and Services shall be fit for the purpose intended by the City; (d) all Goods shall be free and clear of all liens, charges and encumbrances; (e) the Goods and Services shall comply with the standards set forth by applicable federal, provincial, municipal and industry regulatory agencies; (f) the shipping and handling of any hazardous material will be made in accordance with all applicable laws and regulations; and (g) the Goods and Services shall comply with all applicable environmental protection laws and regulations.

Unless a longer warranty period is specified on the face of this Contract or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the Goods and Services by the City. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the Goods and Services furnished by the Contractor, or if the Goods and Services do not conform to the terms and conditions of this Contract, the City may at its option (a) require the Contractor to promptly replace, redesign or correct the defective and non-conforming Goods and Services at no expense to the City, or (b) the City may replace or correct the defective Goods and Services and charge the Contractor with all expenses incurred by the City. The Contractor agrees to indemnify and save harmless the City, its officials, officers, employees, assigns, agents, clients and the public from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Contractor hereunder.

5. **Contractor Personnel.** The Contractor must ensure that all persons it employs or retains to perform the Services are competent to perform them and are properly trained, instructed, and supervised, and that all such persons comply with the provisions of this Contract.
6. **Reporting.** The Contractor must, upon the City's request, fully report to the City on all work it does or has done in connection with providing the Services.
7. **Deliverables.** As a result of or as part of providing the Services, the Contractor may receive, create, produce, acquire or collect items including, without limitation, products, goods, equipment, supplies, models, prototypes and other materials; information and data; reports, drawings, plans, designs, depictions, specifications and other documentation (collectively, "Deliverables"). Deliverables do not include items that are: not required to be produced by the Contractor or supplied to the City as part of or together with the Services unless the City pays for such items; or specified in this Contract as being excluded from the Deliverables category; or items which pre-existed the effective date of this Agreement that are owned by a third party or that are used by the Contractor as part of the services provided to any of its other customers. All Deliverables will be owned solely by the City unless otherwise expressly provided herein and the City will have the complete right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation. The Contractor waives, in favour of the City, all moral rights in the Deliverables, transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable. The Contractor will permit the City to inspect and copy all Deliverables.
8. **Confidentiality.** The Contractor acknowledges that, in performing the Services required under this Contract, it may acquire information about matters which are confidential to the City, which information is the exclusive world-wide property of the City or its suppliers or citizens, as the case may be. The Contractor undertakes to treat as confidential all Deliverables and all information received by reason of its position as Contractor and agrees not to disclose the same to any third party either during or after the performance of the Services under this Contract, without the City's express prior written consent.
9. **Insurance.** The Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, the insurance coverage (if any) described in PART D (including the type and form of policy, the coverage amounts, and the amount of deductible). If no insurance coverage is specified in PART D, the Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, such insurance as would be obtained by a prudent consultant or contractor providing services similar to the Services. The Contractor must provide written proof of such insurance coverage upon the written request of the City.
10. **WorkSafeBC.** The Contractor agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or services performed in fulfilling this Contract have been paid in full. The Contractor will provide the City with the Contractor's and each subcontractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the contractor and each subcontractor is in good standing with WorkSafeBC prior to the City having any obligation to pay monies under this Agreement.

Whenever the Contractor is required or permitted to perform any Services on any City sites, the Contractor is now appointed and now accepts appointment as the "prime contractor" in connection with such Services and will fulfil its obligations as Prime Contractor in accordance with the Workers Compensation Act (British Columbia), and the regulations thereunder, and the Contractor shall comply with all applicable health and safety laws.

11. **City Business Licence.** The Contractor will maintain a valid City of Vancouver business licence in good standing throughout the duration of this Contract.
12. **Resolution of Disputes.** This Contract will be governed by the laws of British Columbia and the parties now irrevocably attorn to the exclusive jurisdiction of, and agree to submit all disputes to, the courts of British Columbia for resolution. The Contractor shall continue performance of its obligations under this Contract notwithstanding the existence of a dispute.

13. **Independent Contractor.** This Contract is a contract for services and neither the Contractor nor the Contractor's personnel or permitted subcontractors, are, or deemed to be, partners, appointees, employees or agents of the City. The Contractor will not represent to anyone that the Contractor has any authority to bind the City or that the Contractor is an employee or agent of the City.
14. **No Assignment or Subcontracting.** The Contractor will not assign or subcontract (other than to persons listed in PART C (or a schedule referred to therein)), either directly or indirectly (including, without limitation, by way of any transfer of control of the shares or ownership interests in the Contractor), this Contract or any right or obligation of the Contractor under this Contract, without the prior written consent of the City, which consent may be arbitrarily withheld. No assignment or subcontract, whether consented to or not, relieves the Contractor from any obligations under this Contract. The Contractor must ensure that any assignee or subcontractor fully complies with this Contract in performing the Services and nothing in this Contract creates any contractual relationship between a subcontractor and the City.
15. **Conflict of Interest.** The Contractor must not provide any services to any person in circumstances which, in the City's reasonable opinion, could give rise to a conflict of interest between its duties to that person and its duties to the City under this Contract.
16. **Release and Indemnification**
- Release**
The Contractor now releases the City and the City's personnel from all losses including those caused by personal injury, death, property damage or loss, and economic loss, arising out of, suffered or experienced by the Contractor or the Contractor's personnel in connection with their performance of the Services.
 - Acceptance "As Is"**
In undertaking the Services, the Contractor acknowledges that it has inspected the City's site(s), agrees to accept the site(s) "as-is" and undertakes to take all precautions necessary to ensure the safety of all the Contractor's personnel.
 - Indemnity**
Despite any insurance which may be placed by the City, the Contractor now agrees to indemnify and save harmless the City and its officials, officers, employees, agents, successors, assigns and authorized representatives (in each case, an "Indemnified Party") from and against all costs, losses, claims, damages, actions and causes of action ("Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the completion of the Services or sooner cancellation of this Contract, that arise out of any act or failure to act of the Contractor or the Contractor's personnel, permitted assignees or subcontractors in connection with the performance of this Contract, including any Claims that arise out of or are in any way related to unpaid WorkSafeBC assessments or the failure to observe safety rules, regulations and practices of WorkSafeBC, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.
 - Separate from Other Remedies and Rights**
Nothing in this Contract (including this indemnity) will affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
 - Survival of Release/Indemnity**
This Section 16 will survive the expiry or sooner termination of this Contract.
- B. CHANGES TO SERVICES**
17. **Changes.** The City may, at any time and from time to time and without invalidating this Contract, require a change to the Services and/or to the schedule for the delivery of the Services. Should the Contractor consider that any such request or instruction constitutes a change warranting amendment of the Maximum Amount, another price or the schedule for the Services set forth in the Contract, the Contractor must advise the City in writing prior to acting on any such request or instruction, and in any event within five (5) City of Vancouver business days of such request or instruction. In that case, the Maximum Amount, other price and/or schedule will be adjusted, if/as agreed to by both parties in writing, and failing agreement, if/as the City may determine, acting reasonably. Failing any such adjustment, the Services provided pursuant to the request or instruction will be deemed to be included within the prices specified herein, and to be subject to the schedule prescribed herein.
18. **Changes to Key Personnel.** The City may from time to time request reasonable changes to the key personnel of the Contractor engaged in performing the Services, and the Contractor shall comply with any such request. The Contractor shall not change any of such key personnel without the prior written approval of the City, which approval will not be unreasonably withheld.
- C. PAYMENT**
19. **Payment of Fees and Expenses.** In consideration for the satisfactory performance of the Services, The City will pay to the Contractor the fees specified in PART B (as supplemented by any schedule referred to therein), subject to this Section C. In addition, if the parties have specified in PART B that the Contractor's expenses are reimbursable in accordance with this Contract, the City will reimburse the Contractor for all expenses that: (i) are approved by the City in writing (in accordance with the City's existing policies and procedures for expense reimbursement) prior to their being incurred by the Contractor; (ii) are necessary, in the opinion of the City, to perform the Services; and (iii) are supported by proper receipts or other documentation satisfactory to the City (acting reasonably), provided always that the City reserves the right to make arrangements through its service providers for any flights and/or accommodations required by the Contractor in connection with its performance of the Services. If a "Maximum Amount" is specified in Part B, then the City is not, and shall not be, obliged to pay to the Contractor more than such Maximum Amount on account of aggregate fees (and, if applicable, expenses). Payment terms are "net 30 days" from the date of receipt of a valid invoice.
20. **Invoicing.** The Contractor will, by the 25th day of each month, provide to the City's Project Manager (named on the cover page of this Contract) a draft invoice with an attached detailed account of all charges to be claimed by the Contractor for the preceding month. The City's Project Manager shall review the draft, raise any concerns with the Contractor within ten working days and, after settlement of any issues (in the Project Manager's discretion), approve the draft invoice. The Contractor, if so requested, will meet with the City's Project Manager to expedite and settle the draft invoice. The Contractor will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to APInvoice@vancouver.ca. Each invoice must contain:
- Contractor name, address and telephone;
 - City purchase order number;
 - Name of the City's Project Manager;
 - Invoice number and date;
 - Details of any applicable taxes; and
 - Tax registration number(s).
21. **Builders Lien Act.** If the Services to be performed under this Contract are subject to the holdback requirements set out in the *Builders Lien Act* (British Columbia) (the "Lien Act"), the City will withhold and discharge the required holdback amounts in accordance with the requirements set out in the Lien Act.
22. **Discharge of Liens and Withholding.** The Contractor will, if applicable, make payment and take all other steps which may be necessary so that no lien claims, including lien claims made under the Lien Act, are made in connection with the provision of the Services, and that the compensation payable to the Contractor by the City is not subject to attachment for debt, garnishing process or otherwise. In the event that any lien is filed in connection with the provision of the Services at any court or land title office, the Contractor shall immediately cause such lien to be discharged. The City may withhold from any payment due to the Contractor an amount sufficient to indemnify the City against any lien claim that could arise in connection with the provision of the Services, until such time as the lien has been discharged or other arrangements to satisfy such lien have been made by the Contractor.
23. **Withholding for Non-Residents.** If the Contractor is a non-resident of Canada, the City may withhold from any payment due to the Contractor such amounts as may be required to be withheld pursuant to the applicable provisions of the Canada *Income Tax Act* (the "ITA"). Any amount so withheld shall be remitted to the Receiver General for Canada or otherwise dealt with by the City strictly in accordance with the provisions of the ITA.

24. **Record Keeping.** The Contractor must maintain, and shall cause any subcontractors to maintain, time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content satisfactory to the City. The City or any of its authorized representatives will, for the purposes of audit and examination, have access and be permitted, upon reasonable notice to the Contractor, to inspect such records for review, copy and audit at any time and from time to time while this Contract is in effect and for a period of three years after the expiry or termination of this Contract for any reason.
 25. **Currency.** Unless otherwise specified in this Contract, all references to money are to Canadian dollars.
 26. **Electronic Funds Transfer.** The City expects to make payments by electronic funds transfer and the Contractor must provide banking information to the City in order to permit this.
- D. GENERAL**
27. **Time for Performance.** Time is of the essence in this Contract.
 28. **Amendments.** No modification of this Contract is effective unless it is in writing and signed by all the parties.
 29. **Entire Agreement.** This Contract constitutes the entire agreement between the parties as to performance of the Services, and replaces and supersedes any other agreements, correspondence or other discussions between the parties, whether or not any of the foregoing have been reduced to writing.
 30. **Conflict.** If there is a conflict between a provision of a schedule to this Contract and the terms and conditions of this Services Contract, the provision in the relevant schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Contract.
 31. **Severability.** If any provision of this Contract is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Contract, and any such void or unenforceable provision may be severed from this Contract without affecting the remainder of the Contract.
 32. **Termination.** The City may terminate this Contract:
 - a. Upon failure of the Contractor to comply with this Contract, immediately on giving written notice of termination to the Contractor, or
 - b. For any other reason, on giving at least 10 days' written notice of termination to the Contractor.If the City terminates this Contract under paragraph b. above, the City must pay the Contractor that portion of the fees and expenses described in PART B which equals the portion of the Services that was completed to the City's satisfaction before termination. That payment discharges the City from all liability to the Contractor under this Contract. If the Contractor fails to comply with this Contract, the City may terminate it and pursue other remedies as well.
 33. **Binding Effect.** This Contract shall be binding on the Contractor's successors and permitted assigns and shall enure to the benefit of any successors and assigns of the City.
 34. **Voluntary Agreement.** The Contractor acknowledges and declares that it has carefully considered and understood the terms of this Contract, that it has either consulted legal counsel or waived such right, and that it is executing this Contract voluntarily.
 35. **Further Assurances.** The Contractor agrees that upon any reasonable request of the City, the Contractor will make, do, execute or cause to be made, done or executed all such other acts as may be required to more fully give effect to the terms and conditions hereof.
 36. **Headings.** The headings used in the Parts and sections of this Contract are for convenience of reference only, and shall not operate to expand, modify or interpret the language therein.
 37. **Counterparts.** This Contract may be executed in one or more counterparts, including by facsimile or other electronic transmission, and each of such counterparts shall be deemed to be taken together to constitute one and the same original document.
 38. **Additional Terms:** The additional terms set out in Part E (or in any schedule referred to therein) apply to this Contract. **END OF TERMS AND CONDITIONS OF SERVICES CONTRACT**

Schedule A Privacy and Data Security

1.0 GENERAL

1.1 The following terms used in this Schedule A will have the following meanings:

- (a) “**FOIPPA**” means the *Freedom of Information and Protection of Privacy Act* (British Columbia) as it may be amended or superseded from time to time;
- (b) “**personal information**” has the meaning given in FOIPPA, PIPA or PIPEDA as applicable;
- (c) “**PIPA**” means the *Personal Information Protection Act* (British Columbia) as it may be amended or superseded from time to time;
- (d) “**PIPEDA**” means the *Personal Information Protection and Electronic Documents Act* (Canada) as it may be amended or superseded from time to time; and
- (e) “**Transmitted Data**” means all personal information acquired, accessed or sent by the Contractor as a result of this Agreement.

1.2 The Contractor shall not assign any of its rights or obligations under this document to a third party without the prior written consent of the City. If the City consents to the Contractor assigning certain of its rights or obligations to a third party, in addition to any other conditions the City may require, the Contractor shall ensure, and shall cause, its assignee to comply with the privacy and data security obligations set out in this document. Alternatively, in respect of complying with data security obligations hereunder, if the City consents to the Contractor using a third party to store the Transmitted Data (e.g. if the Contractor elects to use Infrastructure as a Service (IaaS) or Platform as a Service (PaaS)), evidence satisfactory to the City that such third party is able to substantially comply with similar or a higher standard of data security than as set out in this document (e.g. ISO27001 SOC 2 Type II) shall be provided by the Contractor to the City.

2.0 PRIVACY AND DATA SECURITY

2.1 **Acknowledgment:** Contractor acknowledges that under this Agreement, it will acquire or have access to personal information. Contractor further acknowledges that both the City and Contractor have obligations under FOIPPA to protect such information and that any unauthorized collection, disclosure, use or storage of such information could result in irreparable and significant harm to the City.

2.2 Privacy Legislation and Obligations

- (a) The City is subject to the provisions of FOIPPA which impose significant obligations on the City and its contractors (including Contractor) to protect all personal information acquired, accessed or sent as a result of this Agreement. Contractor confirms and acknowledges its obligations to comply with the provisions of FOIPPA. Contractor further confirms and acknowledges its obligations to comply with all other Applicable Laws relating to privacy and personal information including PIPA and PIPEDA in relation to any personal information (as defined in such statutes) to which Contractor has access under this Agreement.
- (b) Contractor has implemented appropriate or will implement appropriate policies and security measures to comply with all Applicable Laws relating to privacy and personal information including FOIPPA, PIPA and PIPEDA, as well as to comply with the terms of this Agreement.
- (c) Contractor agrees that all personal information and Transmitted Data to which Contractor has access under this Agreement is “under the control” of the City for the purposes of FOIPPA. The City is only transferring physical custody of such information to Contractor, not control of that information, and the authority over the collection, use, disclosure, access, retention, destruction and integrity of all such information remains with the City.

Schedule A Privacy and Data Security

At any time during the term of the Agreement, the City may exercise the foregoing control over any such information by notice in writing to Contractor and Contractor shall comply with the instructions in the City's notice.

- (d) Contractor agrees to collect, acquire, or hold only the minimum amount of personal information and Transmitted Data required to perform its duties under this Agreement. Unless otherwise authorized by FOIPPA or other Applicable Law and approved by the City, Contractor must collect personal information directly from the individual to whom the information pertains.
- (e) At or prior to the time of collection, Contractor must inform any person from whom it collects personal information:
 - (i) the purpose for collecting it;
 - (ii) the legal authority for collecting it;
 - (iii) the title, business address and business telephone number of a person who can answer the individual's questions about the collection.
- (f) If an access to information request is made to Contractor under Applicable Laws relating to personal information or Transmitted Data to which Contractor has access under this agreement, Contractor shall (i) immediately, and in any event before responding to such information request, notify the City in writing of such request, and (ii) upon the City's request direct such information request to the City for the City to handle. In the case of (ii), Contractor shall, at the City's expense, deliver to the City copies of all relevant information within seven (7) days of notification by the City and shall comply with all other requests of the City.
- (g) In the case of an access to information request made to the City, Contractor, at the City's expense, shall deliver to the City copies of all relevant information within seven (7) days of notification by the City and shall comply with all other requests of the City.
- (h) All personal information and Transmitted Data shall be treated as confidential and is supplied to Contractor only for the purpose of fulfilling the obligations under this Agreement. This obligation shall survive the expiry or termination of this Agreement. No such information shall be disclosed unless Contractor is legally compelled to do so and having first challenged that requirement and given the City an opportunity to challenge that requirement.
- (i) In the event any governmental authorities under applicable privacy laws or otherwise make inquiries to the City or Contractor or take any actions in respect of the personal information or Transmitted Data, Contractor will, upon the City's request, cooperate with such governmental authorities. If such governmental authorities make inquiries or requests of Contractor, Contractor will, to the extent legally required or permitted, give prompt written notice to the City and allow the City to participate in any responses submitted by Contractor to such governmental authorities.
- (j) Contractor must provide immediate notification to the City in the event that it receives a foreign demand for disclosure, as defined in s. 30.2 of FOIPPA, or has reason to suspect that unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure. Notice must include the nature of the foreign demand; who made the foreign demand; when the foreign demand was received; and what information was sought or disclosed in response to the foreign demand.
- (k) Once Contractor possesses or has access to personal information and Transmitted Data, such information will be stored and backed-up on servers and other equipment that are owned or controlled by Contractor and that are physically located in Canada. Physical and electronic access to Contractor's servers are locked and restricted to only Contractor employees and authorized agents. If the location of Contractor's primary or back-up servers change, Contractor will promptly notify the City in writing of the address of the

Schedule A Privacy and Data Security

new location. Contractor will not store any such information on any other server or equipment without the prior written approval of the City.

- (l) Except with the prior written approval of or instructions from the City, Contractor shall not modify, add, delete, destroy, share, sell, match, mine, combine, manipulate or otherwise tamper with the personal information or Transmitted Data in any way.
- (m) Contractor shall not withhold any personal information or Transmitted Data to enforce payment by the City or to enforce Contractor's rights in a dispute over this Agreement.
- (n) As between the City and Contractor, the personal information and Transmitted Data are owned by the City, Contractor hereby agrees to hold such information in trust for the City, and Contractor makes no claim to any right of ownership in it.

2.3 **Authorized Purposes:** Contractor may only use the personal information and Transmitted Data to which Contractor has access under this Agreement to carry out Contractor's obligations under this Agreement and for no other purpose ("**Authorized Purposes**"). Any use or disclosure of such information by Contractor that is not expressly permitted by this Agreement will require the prior written consent of the City and must comply with all Applicable Laws.

2.4 **Restricted Access**

- (a) Contractor will permit access to personal information and Transmitted Data only to those employees and authorized agents who need such access in order to carry out the Authorized Purposes (the "Authorized Employees"). Contractor will at all times maintain a current list of Authorized Employees. Contractor will, upon the City's request, provide the City with the list of Authorized Employees.
- (b) Contractor will at all times have in place a knowledgeable senior person within its organization to be responsible for, or, to have the authority to ensure, compliance with the terms of this document (the "Compliance Representative"). The Compliance Representative will ensure that each Authorized Employee is aware of the terms of this Agreement, and to maintain proof, in writing, that the terms have been explained and understood by each Authorized Employee. Upon entering into this Agreement, Contractor will notify the City in writing as to the name of the Contractor Compliance Representative. Contractor will promptly advise the City of any change to the Compliance Representative.

2.5 **Security:** Contractor will have appropriate physical, organizational and technological security measures (consistent with best practices in the software industry) in place to ensure that all personal information and Transmitted Data is collected, accessed, used, disclosed and destroyed only by Authorized Employees, including without limitation:

- (a) restricted access to records containing paper copies of personal information and Transmitted Data;
- (b) restricted access to personal information and Transmitted Data stored on computer systems and electronic storage devices and media, by using unique user IDs and passwords that are linked to identifiable Authorized Employees; and
- (c) systems containing personal information and Transmitted Data will be capable of providing an audit trail and user access logs, which logs will be retained by Contractor during the term of this Agreement and for at least two (2) years following its expiry, termination, or destruction of the personal information and Transmitted Data.
- (d) Contractor must ensure that the data centre and servers containing the personal information and Transmitted Data meets the following physical and electronic security requirements:
 - (i) single point of entry;

Schedule A Privacy and Data Security

- (ii) access only to persons on Contractor approved access list;
- (iii) log-in validation;
- (iv) creation of accounts only as verified by Contractor;
- (v) external or WIFI access to servers via encrypted means; and
- (vi) servers running behind secure firewall.

2.6 **No Storage, Access or Transmission outside Canada; Limited Exception:**

- (a) Subject to the exception set out in subsection 2.6(b) below, Contractor will not (i) store personal information or Transmitted Data outside Canada, (ii) access or make accessible personal information or Transmitted Data from outside Canada, or (iii) otherwise permit any personal information or Transmitted Data to leave Canada.
- (b) Notwithstanding the above, Contractor is permitted under subsection 33.1(1)(p) of FOIPPA to disclose personal information outside of Canada strictly under the following limited circumstances:
 - (i) such disclosure is necessary for Contractor to install, implement, maintain, repair, trouble shoot, or upgrade an electronic system or equipment that includes an electronic system, or for data recovery being undertaken following failure of an electronic system;
 - (ii) such disclosure is limited to temporary access and storage by Contractor or its authorized sub-contractor outside of Canada for the minimum time and to the minimum amount of information necessary for the purpose set out in s. 33.1(1)(p)(i) of FOIPPA;
 - (iii) once the purpose of disclosure is fulfilled, all applicable personal information accessed or retained by Contractor or its authorized sub-contractor is irrevocably and permanently destroyed and deleted and all temporary access to that personal information is revoked. If requested by the City, Contractor has certified the foregoing in writing (with the City having a right to audit or verify the foregoing, acting reasonably);
 - (iv) all processes and requirements requested by the City in respect of such disclosure (including, without limitation, how such disclosure will be made (e.g. through a dedicated VPN) , how such information will be accessed, whether such information may only be viewed outside Canada but not retained, etc.) have been complied with by Contractor;
 - (v) Contractor complies with all Applicable Laws outside Canada regarding Contractor's disclosure and handling of such information provided that if there is a conflict between such Applicable Laws outside Canada and Applicable Laws of Canada (including, without limitation, FOIPPA, PIPA and PIPEDA), Contractor shall first comply with Applicable Laws of Canada; and
 - (vi) upon request by the City, acting reasonably, Contractor cooperates in good faith in facilitating the audit or verification of Contractor's compliance with the foregoing by the City.

2.7 **Information Retention, Transfer to the City and Destruction:**

- (a) **Contractor's Retention, Transfer to the City and Destruction:** Contractor is only permitted to retain personal information, Transmitted Data or any records of such information in any form whatsoever (including without limitation hard copy or electronic formats) during the term of this Agreement and for one year after the end of the term. During this period of time, Contractor shall hold all such information in compliance with

Schedule A
Privacy and Data Security

the security, privacy and confidentiality requirements of this Agreement. Any personal information that is used by or on behalf of the City to make a decision that directly affects the individual must be retained for at least one year after being used so the affected individual has a reasonable opportunity to obtain access to that personal information. At any time during the term of this Agreement and for a period of one year after the end of the term, Contractor shall, at the City's request, transfer a copy of any such information to the City in a format reasonably requested by the City. Upon the expiry of one year after the end of the term, Contractor will transfer a copy of all such information to the City in a format reasonably requested by the City and then permanently and securely destroy all such information and all records thereof in a manner that is appropriate for the media so all such information or any portion of it cannot be subsequently retrieved, accessed or used by Contractor or any other person. After all such information is transferred to the City and subsequently destroyed, Contractor shall deliver a written notice of confirmation to the City (in form and substance satisfactory to the City).

2.8 Inspection and Compliance

- (a) During this Agreement and during the period of time that Contractor is permitted by this document to retain personal information and Transmitted Data, the City's authorized representative may, on reasonable notice and during regular business hours, enter Contractor's premises and/or will be given access to Contractor's computer systems to inspect any personal information and Transmitted Data in the possession of Contractor or any of Contractor's information management policies or practices relevant to its compliance with this Agreement.
- (b) the City may request Contractor to provide a written certificate confirming Contractor's compliance with all obligations under this document, and if so requested, Contractor will within ten (10) business days either:
 - (i) provide such certificate; or
 - (ii) provide a notice of non-compliance in accordance with section 1.9 of this Schedule A.
- (c) Contractor will promptly forward to the City any records that the City may request in order to review whether Contractor is complying with this Agreement.
- (d) If requested by the City, acting reasonably, Contractor will appoint an independent, external auditor at the City's expense to review Contractor's information and security practices under this Agreement. Contractor will provide copies of the results of any such audit to the City within seven (7) days of receiving the auditor's report.
- (e) Contractor will promptly and fully comply with any investigation, review, order or ruling of the Office of the Information and Privacy Commissioner (British Columbia) in connection with the personal information and Transmitted Data.

2.9 Written Notice of Non-Compliance. Contractor will immediately notify the City in writing of any non-compliance or anticipated non-compliance with this document and will further inform the City of all steps Contractor proposes to take to address and prevent recurrence of such non-compliance or anticipated non-compliance.

2.10 Survival: The obligations in this document shall survive the expiration or earlier termination of this Agreement.

3.0 ADDITIONAL TERMS GOVERNING STORAGE AND ACCESS OF INFORMATION

3.1 Contractor shall, in respect of storage of, and access to, personal information and Transmitted Data:

- (a) take a physical inventory, at least annually, of all records containing such information, to identify any losses;

Schedule A
Privacy and Data Security

- (b) ensure that records are not removed from storage premises without appropriate written authorization from the City;
- (c) use physically secure areas for the storage of records and restrict access to Authorized Employee;
- (d) ensure that access to documentation about computer systems that contain such information is restricted to Authorized Employees;
- (e) ensure that users of a system or network that processes such information are uniquely identified and that, before a user is given access to the system or such information, their identification is authenticated each time;
- (f) implement procedures for identification and authentication, which include:
- (g) controls for the issue, change, cancellation and audit-processing of user identifiers and authentication mechanisms;
- (h) ensuring that authentication codes or passwords:
 - (i) are generated, controlled and distributed so as to maintain the confidentiality and availability of the authentication code;
 - (ii) are known only to the authorized user of the account;
 - (iii) are pseudo-random in nature or vetted through a verification technique designed to counter triviality and repetition;
 - (iv) are no fewer than 6 characters in length;
 - (v) are one-way encrypted;
 - (vi) are excluded from unprotected automatic log-on processes; and
 - (vii) are changed at irregular and frequent intervals at least semi-annually;
- (i) maintain and implement formal procedures for terminated employees who have access to such information, with prompts to ensure revocation or retrieval of identity badges, keys, passwords and access rights;
- (j) take reasonable security measures in respect of such information displayed on computer screens or in hardcopy form to prevent viewing or other access by unauthorized persons;
- (k) implement automated or manual controls to prevent unauthorized copying, transmission or printing of such information; and
- (l) implement control procedures to ensure the integrity of such information being stored, notably its accuracy and completeness.

Schedule A
Privacy and Data Security

- 3.2 Contractor must store personal information and Transmitted Data on agreed-upon media in accordance with prescribed techniques that store such information in a form that only Authorized Employees may access. These techniques may include translating such information into code (encryption) or shrinking or tightly packaging such information into unreadable form (compression).
- 3.3 Contractor shall store backup copies of personal information and Transmitted Data off-site under conditions which are the same as or better than originals.
- 3.4 Contractor shall securely segregate personal information and Transmitted Data from information owned by others (including Contractor), including by installing access barriers to prevent information elements from being associated (including compared or linked, based on similar characteristics) with other information, including:
- (a) separate storage facilities for such information;
 - (b) authorization before a person is granted access to computers containing such information; and
 - (c) entry passwords and the employment of public key encryption/smart card technology where practicable.
- 3.5 Contractor shall ensure the integrity of personal information and Transmitted Data stored, processed or transmitted through its system or network.
- 3.6 Contractor shall co-operate with, and assist in, any City investigation of a complaint or concern that personal information or Transmitted Data has been collected, used, handled, disclosed, stored, retained or destroyed contrary to the terms of this Agreement, FOIPPA or any other Applicable Laws.
- 3.7 As per section 2.8 of this Schedule A, the City shall be able to access Contractor's premises and other places where Contractor's servers and other equipment are located to recover any or all the City records, personal information and Transmitted Data and for auditing purposes to ensure compliance with the terms of this Agreement.

SAMPLE

Schedule C
Fees and Expenses

SAMPLE