

REQUEST FOR PROPOSALS NO. PS20211515

Vancouver Parks & Recreation Concession Operator for Sunset Beach and New Brighton Pool

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## REQUEST FOR PROPOSALS

### VANCOUVER PARKS & RECREATION CONCESSION OPERATORS FOR SUNSET BEACH AND NEW BRIGHTON POOL

RFP No. PS20211515

Issue Date: NOVEMBER 03, 2021

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

REQUEST FOR PROPOSALS NO PS20211515.

Vancouver Parks & Recreation Concession Operator for Sunset Beach and New Brighton Pool

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### Vancouver Parks & Recreation Concession Operator for Sunset Beach and New Brighton Pool PART A - INFORMATION AND INSTRUCTIONS

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#### SUMMARY

The City of Vancouver Parks Department is seeking Operators to run its Sunset Beach and New Brighton Pool Concession stands. Proponents may respond to one or more of these two locations. The contracts are for a 12-month period beginning April 1<sup>st</sup>, 2021. The tentative opening date of the Concession stands is April 7, 2021.

#### PART A – INFORMATION AND INSTRUCTIONS

##### 1.0 THE RFP

- 1.1 Except where expressly stated otherwise in Appendix 1 of Part C of the Request for Proposals (“RFP”): (i) no part of the RFP consists of an offer by the city to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the city.
- 1.2 The City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a “Proponent”) with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (such a contract, an “Agreement”). 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.
- 1.3 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City’s sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8.0 below, among others.
- 1.4 No bid security is required from Proponents in connection with the submission of Proposals because no Proposal will be deemed to be an irrevocable or otherwise binding legal offer by a Proponent to the City. The legal obligations of a Proponent that will arise upon the submission of its Proposal will be limited to the terms and conditions stated under the heading “Legal Terms & Conditions” in Appendix 1 to the Part C - Form of Proposal.
- 1.5 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.6 The RFP consists of four parts, plus appendices:
  - (a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.
  - (b) PART B - SCOPE OF WORK: This part describes the subject matter of the RFP, in respect of which the City invites Proposals.
  - (c) PART C - FORM OF PROPOSAL: This is the form in which the Proposal should be submitted.

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PART A - INFORMATION AND INSTRUCTIONS

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- (d) PART D - FORM OF AGREEMENT: This part contains a model Agreement (the “Form of Agreement”). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

2.0 KEY DATES

- 2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for submission of Information Meeting registration form (Appendix 1 to this Part A)	3:00pm, November 22nd 2021
Information Meeting	New Brighton 9:30am on November 26th ,2021 Sunset Beach 11:45am on November 26 <sup>th</sup> , 2021
Deadline for Enquiries	3:00pm on December 6th, 2021
Closing Time	3:00pm on December 9th, 2021

- 2.2 All references to time in the RFP are references to the time in the City of Vancouver, as indicated in the electronic timestamp the Proposal receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.

3.0 CONTACT PERSON

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

Patrick Edwards, Buyer  
Patrick.edwards@vancouver.ca

- 3.2 All enquiries must be made in writing and are to be directed only to the above contact person. In-person or telephone enquiries are not permitted. Any communication from potential Proponents to City staff other than the contact person regarding the content of this RFP may lead to disqualification of the Proponent from this RFP process, at the City’s sole discretion.

- 3.3 **IF A POTENTIAL PROPONENT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER.**

4.0 SUBMISSION OF PROPOSALS

- 4.1 Proponents should submit their Proposals on or before the time and date specified in the bottom row of the table in Section 2.1 above (the “Closing Time”).
- 4.2 Each Proponent should submit its Proposal by email in accordance with the following:

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### Vancouver Parks & Recreation Concession Operator for Sunset Beach and New Brighton Pool PART A - INFORMATION AND INSTRUCTIONS

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- Subject of the file to be: PS# - Title - Vendor name.
  - Document format for submissions:
    - RFP Part C in PDF format - 1 combined PDF file,
    - Appendix 3 (pricing tab) in Excel format, and;
    - Any other attachments if necessary
  - Zip the files to reduce the size or email separately if needed.
  - Send your submissions to [Bids@vancouver.ca](mailto: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.
- 4.3 To be considered by the City, a Proposal must be submitted in the form set out in Part C (the “**Form of Proposal**”), completed and duly executed by the relevant Proponent.
- 4.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.5 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.6 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.7 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 4.8 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium for the purpose of responding to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 4.9 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City’s sole discretion.
- 5.0 **CHANGES TO THE RFP AND FURTHER INFORMATION**
- 5.1 The City may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check the City’s website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.

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### Vancouver Parks & Recreation Concession Operator for Sunset Beach and New Brighton Pool PART A - INFORMATION AND INSTRUCTIONS

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- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2.
- 5.4 **An information meeting (the “Information Meeting”)** will be held to enable Proponents to seek clarification with respect to any aspect of the RFP in a group forum. The details are as follows:
- Date: November 26<sup>th</sup>, 2021
- Time: 9:30 am
- Location: New Brighton Pool
- Date: November 26<sup>th</sup>, 2021
- Time: 11:45 am
- Location: Sunset Beach
- 5.5 Potential Proponents are encouraged to read the RFP and submit any questions relating to the RFP to the Contact Person prior to the Information Meeting.
- 5.6 *Potential Proponents must pre-register for the Information Meeting by completing and submitting the form contained in Appendix 1 to this Part A by e-mail to [Patrick.edwards@vancouver.ca](mailto:Patrick.edwards@vancouver.ca), on or before the time and date specified in Section 2.1 above.*
- 5.6 The City will in good faith attempt to give accurate oral responses to questions posed during the Information Meeting but Proponents are advised that they may only rely on the written information contained herein or in documents posted to the City’s website, as described in Section 5.1 above.
- 6.0 **PROPOSED TERM OF ENGAGEMENT**
- 6.1 The term of any Agreement is to be a one (1) year period April 1, 2022 through March 31<sup>st</sup>, 2023, with the option of two (2), one (1) year extensions at the City’s sole discretion.
- 7.0 **PRICING**
- 7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs. Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Proponent’s proposed agreement.
- 8.0 **EVALUATION OF PROPOSALS**
- 8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.

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PART A - INFORMATION AND INSTRUCTIONS

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- 8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine:

Evaluation Criteria	Evaluation Weighting
Technical (operational procedures and experience, key personnel, hiring & training, scheduling, written responses and interviews)	50%
Compliance (financial capability, inventory management and compliance)	40%
Sustainability (Environmental and/or Social)	10%
Total	100%

The City expects to adhere to the following timelines:

- i. complete proposal evaluations by December 15th , 2021 ;
  - ii. conduct interviews by January 14<sup>th</sup> , 2022 ;
  - iii. notify successful proponents by January 24th, 2022 ;
  - iv. execute contracts by February 28th, 2022
  - v. complete administration training (including: financial processes, reviewing concession operational manual, food & beverage ordering) for 3 days between March 1st and March 15th;
  - vi. shadow training at current Concessions locations for 3 opening and 4 closing shifts at Sunset Beach between March 1st and March 31<sup>st</sup>; for New Brighton between April 1<sup>st</sup> and April 15<sup>th</sup>;
  - vii. successful Operators to receive keys March 31<sup>st</sup>, 2022
  - viii. cleaning, organization and ordering of product will occur between March 14<sup>th</sup> and 18<sup>th</sup> for Sunset Beach, and April 15<sup>th</sup> and 29<sup>th</sup> for New Brighton;
  - ix. Anticipated opening day will be April 1st, 2022 for Sunset Beach, May 1<sup>st</sup> , 2022 for New Brighton;
- b. The City has sole and absolute discretion to preclude proposals from the evaluation

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### Vancouver Parks & Recreation Concession Operator for Sunset Beach and New Brighton Pool PART A - INFORMATION AND INSTRUCTIONS

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process, if proposals do not demonstrate:

- i. minimum one year experience operating concessions or similar food & beverage operations;
- ii. absence of direct or perceived conflict of interest as per Appendix 1 and/or Appendix 10;
- iii. relevant references;
- iv. incomplete submission; and
- v. all required food certifications, such as FOODSAFE.

- 8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.
- 8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
- 8.6 The City may also require that any proposed subcontractors undergo evaluation by the City.
- 8.7 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 scope of work between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

#### 9.0 CITY POLICIES



## REQUEST FOR PROPOSALS NO. PS20211515

### Vancouver Parks & Recreation Concession Operator for Sunset Beach and New Brighton Pool PART A - INFORMATION AND INSTRUCTIONS

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- 9.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment and the community through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.
- 9.2 The City's Alcohol, Controlled Drugs and Medications Policy applies to all contractors doing work on behalf of the City and can be found at <https://policy.vancouver.ca/ADMIN011.pdf> . The policy is intended to set expectations regarding the use of alcohol, medication and controlled drugs that may render an employee unfit for work, impair performance or cause risk of harm to health and safety. The successful Proponent will be required to ensure compliance with the policy by its employees when doing work for the City.
- 10.0 **CERTAIN APPLICABLE LEGISLATION**
- 11.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.
- 11.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.
- 11.0 **LEGAL TERMS AND CONDITIONS**
- 12.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in this Appendix 1 to the Form of Proposal. 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.

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

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Vancouver Parks & Recreation Concession Operator for Sunset Beach and New Brighton Pool  
PART A - INFORMATION AND INSTRUCTIONS

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APPENDIX 1 TO PART A



FINANCE RISK AND BUSINESS PLANNING

Supply Chain Management

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RE:REQUEST FOR PROPOSALS NO. PS20211515, Vancouver Parks & Recreation Concession Operator for Sunset Beach and New Brighton Pool.

To acknowledge your intent to attend the Information Meeting and to ensure that you receive the required information, please submit this form to the person identified below in accordance with the RFP:

Patrick Edwards  
City of Vancouver Email: Patrick.Edwards@vancouver.ca

Proponent's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Key Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Our company WILL  / WILL NOT  attend the information meeting for Request for Proposals No. PS20211515, Vancouver Parks & Recreation Concession Operator for Sunset Beach and New Brighton Pool.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Date

PART B - SCOPE OF WORK

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**PART B – PARKS REQUIREMENTS**

Vancouver Parks & Recreation (“Parks”) seeks concession operators for two locations: Sunset Beach and New Brighton Pool. Proponents may respond to one or both of these locations.

**1.0 Responsibilities of Concession Operators:**

- (a) The concessions are to be operated during the times of the day and months of the year as approved by Parks, and at least according to the current operating hours.
- (b) High season is from May long weekend through Labour day. Shoulder season is April- May and September - October.
- (c) Concession operators will be responsible for ordering all required product from Vendors currently under contract with the Parks department. Operators will coordinate receiving deliveries, verifying against packing slips, and sending invoices to Parks for payment. Inventory will need to be closely monitored throughout the season to ensure no stock outs occur.
- (d) Operators will be responsible for performing monthly inventory counts.
- (e) Operators will provide Management and adequate staffing qualified to operate the concession for the duration of the term of the agreement. Operator is responsible for all costs related to staffing, including the administration of payroll and employee deductions as per [CRA requirements](#).
- (f) Concession operators must have a computer with Windows 10 or newer and a scanner/printer on-site. All sites are equipped with wifi.
- (g) Concessions operators must be familiar with and have experience handling touchscreen POS systems. New POS systems were installed at all Concessions locations for the 2022 season.
- (h) Concession operators must have basic knowledge of MS Outlook, Excel, and Word.
- (i) Concession operators are encouraged to operate under a numbered or incorporated company.
- (j) Concession operators are to keep the frontage presentable.
- (k) Concession operators shall provide the following administrative functions required for the operations of the concessions, including cash management, payroll & benefits, insurance, floats, etc., and shall adhere to cash-handling policies and guidelines as set out in Schedule A COV PCI [Compliance](#).
- (l) Concession operators shall obtain a Business license, WCB documents, health permits and valid Food safe certificates for all staff.

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PART B - SCOPE OF WORK

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- (m) Concession operators to follow all current Covid protocols for staff and patrons as directed by the [Provincial Health Officer](#).

**2.0 Responsibilities of Parks:**

- (a) Parks shall maintain facilities and equipment including all structural elements of facility such as roof, load-bearing walls, and foundation.
- (b) Parks shall provide POS systems, marketing, and general maintenance (e.g. pest control, garbage removal, grease removal, supply of utilities).
- (c) Parks shall provide training on back of house and financial administration. Training to occur at another concession location over a 3-day period.
- (d) Parks shall provide: online portal, email and phone order access for the entire City's contracted Vendors. Parks will arrange for payment of all invoices through the City's accounting department.

**3.0 Commission rates:**

- (a) During the Term, the Licensee's bi-weekly commission will be the gross revenues from Concession sales net of staff discounts and any overage or shortage of related receipts deposited to the designated bank account or bank accounts.
- (b) The commission rate will be the following:
  - i Sunset Beach - 27%
  - ii New Brighton Pool - 27%

**4.0 REQUIREMENTS**

**Experience**

- (a) Proponent has a minimum of one year past experience running a quick serve concessions style operation, or related food & beverage operation such as a cafe.
- (b) Proponent has demonstrated success in performance & reputation related to experience in concession/café style services.
- (c) Proponent is familiar with POS and online ordering systems

**Hiring/Scheduling/Retention**

- (a) Proponent has a detailed, documented hiring and retention plan for seasonal employees.

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PART B - SCOPE OF WORK

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- (b) Proponent has a staff organizational chart, which outlines and details key individual roles and responsibilities, day to day and throughout the operation (ie management, customer service/cashier(s), cook(s).
- (c) Resumes and background of key personnel must be provided.
- (d) Proponent has demonstrated ability to schedule for peak season.
- (e) Proponent has detailed, documented orientation and training plans for seasonal employees

**Sales Improvements**

- (a) Proponent demonstrates ability to provide a detailed plan on the proponent's approach to improving sales.

**Compliance**

- (a) Proponent is familiar with all cash handling and PCI requirements
- (b) Proponent is familiar with the administration of CRA payroll procedures
- (c) Proponent is required to implement inventory control measures and count all product monthly

**Marketing**

- (a) Proponent has demonstrated ability to capitalize marketing to local customers at the unit level.

**Sustainability**

- (a) Proponent has documented sustainability and environmental policy(ies), including but not limited to recycling and composting.

**Park Board Concession License Agreement**

- (a) Proponent is able to execute the Park Board Concession License Agreement (refer to Part D Form of Agreement), if selected as a successful proponent.

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PART B - SCOPE OF WORK

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**HISTORICAL GROSS SALES:**

Location	2018	2019	2021
Sunset Beach	\$208,623	\$224,473	\$161,000 (YTD)
New Brighton Pool	\$128,000	\$127,800	\$171,171

**2021/2022 Concessions Minimum Operating Hours**

Sunset Beach: April 1<sup>st</sup> to June 14<sup>th</sup> 11:00am to 4:00pm

June 15<sup>th</sup>- Labour Day 10:00am to 8:00pm

Labour Day to Thanksgiving 11:00am to 4:00pm (Weather permitting)

New Brighton: May 6<sup>th</sup> to June 14<sup>th</sup> 11:00am to 4:00pm

June 15 to Labour Day 10:00am to 7:00pm

Labour Day to Thanksgiving 11:00am to 4:00pm (Weather permitting)

- It is expected that both Sunset Beach and New Brighton open during fair weather weekdays and weekends from September through Thanksgiving\*

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PART B - SCOPE OF WORK

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**PART C – FORM OF PROPOSAL**

RFP No. PS20211515 Vancouver Parks & Recreation Concession Operator for Sunset Beach and New Brighton Pool (the “RFP”)

Proponent’s Full Legal Name: \_\_\_\_\_

“Proponent”

Address: \_\_\_\_\_  
\_\_\_\_\_

Jurisdiction of Legal Organization: \_\_\_\_\_

Key Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

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

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Vancouver Parks & Recreation Concession Operator for Sunset Beach and New Brighton Pool

PART B - SCOPE OF WORK

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APPENDICES

The Form of Proposal includes the following attached Appendices:

- APPENDIX 1 Legal Terms and Conditions of RFP
- APPENDIX 2 Questionnaire
- APPENDIX 3 Commercial Proposal - Not Applicable
- APPENDIX 4 Proponents References
- APPENDIX 5 Certificate of Insurance
- APPENDIX 6 Declaration of Supplier Code of Conduct Compliance
- APPENDIX 7 Personal Information Consent Form(s)
- APPENDIX 8 Subcontractors - Not Applicable
- APPENDIX 9 Proposed Amendments to Form of Agreement
- APPENDIX 10 Conflicts; Collusion; Lobbying
- APPENDIX 11 Proof of WorkSafeBC Registration



PART B - SCOPE OF WORK

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APPENDIX 1  
**LEGAL TERMS AND CONDITIONS OF RFP**

**1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS**

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

**2 DEFINITIONS**

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

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent 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 (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20200111, as amended from time to time and including all addenda.

**3 NO LEGAL OBLIGATION ASSUMED BY THE CITY**

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

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#### 4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

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

#### 5 EVALUATION OF PROPOSALS

##### 5.1 Compliance / Non-Compliance

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

##### 5.2 Reservation of Complete Control over Process

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

##### 5.3 Discussions/Negotiations

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

##### 5.4 Acceptance or Rejection of Proposals

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

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## 6 PROTECTION OF CITY AGAINST LAWSUITS

### 6.1 Release by the Proponent

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

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

### 6.2 Indemnity by the Proponent

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

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

### 6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or

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in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

#### **7 DISPUTE RESOLUTION**

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

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

#### **8 PROTECTION AND OWNERSHIP OF INFORMATION**

##### **8.1 RFP and Proposal Documents City's Property**

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

##### **8.2 Proponent's Submission Confidential**

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's 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

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City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

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

**9.1 Declaration as to no Conflict of Interest in RFP Process**

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.
- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

**9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply**

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

**9.3 Declaration as to No Collusion**

The Proponent confirms and warrants that:

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

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

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9.4 Declaration as to No 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, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal in accordance with the form set out in Part C - APPENDIX 10.

10 GENERAL

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

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APPENDIX 2  
**QUESTIONNAIRE**

Insert a Yes or No for locations to demonstrate which locations your proposal pertains to.

Location	Yes/No
Sunset Beach	
New Brighton Pool	

Complete this Appendix 2 - Questionnaire in the form set out below.

Executive Summary
<p>Provide a brief executive summary of your Proposal, including:</p> <ol style="list-style-type: none"><li>1. Strategic goals and action plans;</li><li>2. Details of all current and past experiences operating concessions similar in scope to this RFP (provide reference check contact details);</li><li>3. Financial capability (e.g. prior two years' financial statements, preferably audited).</li><li>4. Ability to meet insurance requirements:<ol style="list-style-type: none"><li>i) Commercial General Liability: \$2 million per occurrence, \$2 million aggregate</li><li>ii) WorkSafeBC Clearance Letter</li></ol></li></ol>

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**Experience**

Detail your experience running a quick serve concession and/or cafe style operation. Please include type, size, location and scope. Please indicate the number of years' experience. Describe your successful performance & reputation related to your experience in operating concession-style services.

**Experience**

Detail your experience with restaurant POS's (Volante), ordering products online, and mobile food ordering apps.

**Experience**

Park Board Concessions effectively operate when the Operator takes an active and involved role in the daily operations. Please provide in detail what your role, and that of specifically named key individuals employed or partnered with you entails and expectations of your, and their time commitment (daily and weekly).

**Customer Service**

During busy periods how would you keep bills times to several minutes per order, while maintaining Parks food service standards and minimizing waste?



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**Customer Service**

Provide one or more detailed (past or current) examples of your approach to improve sales.

**Hiring/Scheduling/Retention**

Provide your detailed, documented hiring and retention plan for seasonal employees. Provide resumes of key individuals employed or partnered with you that will be involved in the day-to-day operations. Provide your proposed staffing structure/philosophy.

**Training & Customer Service**

Provide your detailed, documented orientation and training plans for seasonal employees. What is your understanding of a respectful workplace?

**Training & Customer Service**

Please provide draft schedules for both shoulder and peak seasons. Include your role and schedule.

**Compliance**

Describe your understanding of COV cash handling policies and PCI requirements. Describe your current cash handling practices and PCI.

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**Compliance**

Are you capable of the administering payroll and employee deductions as per CRA requirements?

**Compliance**

Describe your understanding and capabilities of accounting and financial reports.

**Compliance & Inventory Control**

What inventory control measures will you implement to mitigate losses from waste and theft?

**Compliance & Inventory Control**

Describe your process and experience with daily, weekly, and monthly inventory checks and counts.

**Inventory Control**

What steps will you take to ensure there are no stock outs, while minimizing food waste?

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<b>Marketing</b>
Although overall marketing is the responsibility of the Park Board, how would you capitalize marketing to your local customers at the unit level?

<b>Sustainability</b>
Provide a description of your philosophy on sustainability and the environment, including 1. documented policies and procedures , or link to your website, 2. Recycling and composting procedures;

**GENERAL SEP Questions**

**Social Sustainability**

**SUPPLIER DIVERSITY**

Please note for the Supplier Diversity, Vendors' are required to answer to the following question, which will be kept confidential in accordance with the Legal Terms and Conditions of this RFP.

In the space below, indicate the vendor's company profile with regards to social value and economic inclusion including recognized certifications and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people).	
<b>Majority owned/controlled/ by:</b>  <input type="checkbox"/> Women  <input type="checkbox"/> Indigenous Peoples	<b>Social / Diverse Certifications</b>  <input type="checkbox"/> <a href="#">BCorp</a>  <input type="checkbox"/> Supplier Diversity Certification

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<input type="checkbox"/> Non-Profit/Charity (Social Enterprise) <input type="checkbox"/> Coop <input type="checkbox"/> Community Contribution Corporation (3C/CCC) <input type="checkbox"/> Ethno-cultural Persons <input type="checkbox"/> People with Disabilities <input type="checkbox"/> LGBTQ2+ <input type="checkbox"/> Other: please indicate	<p><b>Enviro / Other Certifications</b></p> <input type="checkbox"/> <a href="#">BuySocial</a> <input type="checkbox"/> <a href="#">Living Wage</a> <input type="checkbox"/> Fairtrade <input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart) <input type="checkbox"/> Other: please indicate
<input type="checkbox"/> <b>None of the above</b>	<input type="checkbox"/> <b>None of the above</b>

Do you have a Supplier Diversity program to include/consider equity-seeking businesses as your vendors/suppliers/sub-contractors? Y/N

- a. Please provide information on how you invest in economic development of small/social/diverse businesses as your suppliers or sub-contractors

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**INDIGENOUS PARTICIPATION**

Do you have any business relationships, partnerships or joint-ventures with First Nations and/or Indigenous peoples or organizations? Y/N

a. If yes, please describe in detail:

What % or \$ of work from this contract will be directed to sub-contractors that identify as social/diverse based on certification and/or ownership/control by equity seeking demographic?)

<b>Category of Social Value Businesses (Majority owned/controlled/certified by)</b>	<b># of Businesses</b>	<b>\$/% of contract</b>	<b>Name of the Businesses being Sub-contracted</b>
Indigenous Peoples			
Women			
Ethno-cultural			
People with Disabilities			
LGBTQ2+			
<a href="#">Non-Profit/Charity (Social Enterprise)</a>			
3C/CCC; <a href="#">Coop</a> ; <a href="#">BCorp</a>			
Other			

**EMPLOYMENT EQUITY & WORKFORCE DIVERSITY**

1. In addition to being an equal opportunity employer, please describe any policies/programs or how you advance employee equity, diversity and inclusion for under-represented populations (such as Women, Indigenous People, People with Disabilities)
  
2. Do you regularly conduct an employee equity “survey” or similar information/data collection on workforce diversity? Y/N
  - a. Please describe how you track/monitor your workforce diversity including frequency

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3. Do you source/hire from Workforce Development and/or Skill Training programs, including pre-employment support, apprenticeships or ongoing employment support, for people who are under-represented and/or face barriers to traditional employment (such as Indigenous persons, Women, youth, Minorities, People with Disabilities including mental health)? Y/N
- a. Please describe and/or use the table below

Category of Partnership Organizations	Name of the Partnership Organization(s)	# of staff (optional if makes sense)
Indigenous Peoples		
Women		
Ethno-Cultural Peoples		
People with Disabilities		
LGBTQ2+		
Youth/Seniors		
Other		

4. Do you support training for career advancement and/or skills development?
- a. If yes, please describe
5. Do you compensate at or above a Living Wage (currently \$20.91/hr) Y/N  
Do you provide non-mandatory benefits (i.e. extended health) to your employees? Y/N, if yes, please describe

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**WORKFORCE DIVERSITY**

Vendors' are required to answer to the following question, which is for information gathering purposes only, and will be kept confidential in accordance with the Legal Terms and Conditions.

As best known, in the space below, indicate the vendor's company profile with regards to economic inclusion supporting employment equity, [diversity, inclusion](#) and reconciliation by an equity-seeking demographic (including but not limited to Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people). *Confidential & for information only*

<p><b><u>Overall Workforce Diversity:</u></b></p> <p>% Women</p> <p>% Indigenous Peoples</p> <p>% Ethno-cultural People</p> <p>% People with Disabilities</p> <p>% LGBTQ2+</p> <p>% Other: please indicate</p>	<p><b><u>Leadership/Management/Executive Workforce Diversity:</u></b></p> <p>% Women</p> <p>% Indigenous Peoples</p> <p>% Ethno-cultural People</p> <p>% People with Disabilities</p> <p>% LGBTQ2+</p> <p>% Other: please indicate</p>
<p><b><u>If you choose not to respond please indicate why:</u></b></p> <p><input type="checkbox"/> <b><u>Do not track this information</u></b></p> <p><input type="checkbox"/> <b><u>Do not want to share this information</u></b></p>	

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**Environmental Sustainability**

**ENVIRONMENTAL OPERATIONS**

City of Vancouver is committed to being the Greenest City and values the environmental impact and sustainability of proponents in addition to the goods or services offered with regards to Healthy Ecosystems (minimizing pollution/toxicity, conserving natural resources, and regenerating ecological; local food; clean water / water consumption), Zero Waste (reducing and/or diverting), Zero Carbon (reducing/eliminating greenhouse gases)

1. For the following, please indicate those you track and/or report

	<i>Track</i>	<i>Report</i>
<a href="#"><u>GHG Emissions</u></a>	<input type="checkbox"/>	<input type="checkbox"/>
<a href="#"><u>Energy usage</u></a>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Water usage</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Any hazardous/toxic air or water emissions</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Generation/recycling/reduction of solid waste</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Generation/recycling/reduction of hazardous</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Other</i>	<input type="checkbox"/>	<input type="checkbox"/>

a. If reporting, please indicate to whom or where

- Government(s)/Agencies*
- Industry Association(s) ie. "industry-wide [environmental product declaration](#)"*
- [CDP](#)
- Global certification system ie. [World Business Council for Sustainable Development](#)*
- Other(s) ie. Concrete Sustainability Council*



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b. Do you request/require your supply chain to track and report any of the above? Y/N, explain

2. *Has your company achieved (or is it committed to) any of the following activities? Check all that apply and provide details/targets/goals*

- Increase [renewable energy](#) sources and/or reduce the company's overall energy usage
- Reduced carbon use, GHG emissions or use of ozone depleting substances
- Implemented initiatives to reduce waste at the source or divert the waste from landfills/incineration
- Recycled water or other water recovery systems to reduce the use of potable water
- Responsibly dispose of all hazardous waste generated from production.
- [2030 Sustainable Development Goals of the United Nations](#)
- Other: include an explanation of any on-going efforts or plans that the vendors has, or has taken to address climate change and their environmental impact

Please provide details

Do you engage with your supply chain on any above noted issues? Y/N, explain

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***Appendix 3  
Commercial Proposal  
Not Applicable***

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**Appendix 4**  
**PROPONENT'S REFERENCES**

Complete this Appendix 4 - Proponents References in the form set out below with references that are relevant to the Scope of Work set out in this RFP.

Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

Client Name # 2	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

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<b>Client Name # 3</b>	
<b>Address (City and Country)</b>	
<b>Contact Name</b>	
<b>Title of Contact</b>	
<b>Telephone No.</b>	
<b>E-mail Address</b>	
<b>Length of Relationship</b>	
<b>Type of Goods and/or Services provided to this Client</b>	

***Appendix 5***  
***CERTIFICATE OF INSURANCE***

Appendix 5 is to be duly completed and signed by the Proponent's insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)

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**Appendix 6**  
**DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

Complete this Appendix 6 - Declaration of Supplier Code of Conduct Compliance in the form set out below.

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

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

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

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 in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

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

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of \_\_\_\_\_ (vendor name).

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Vancouver Parks & Recreation Concession Operator for Sunset Beach and New Brighton Pool

PART B - SCOPE OF WORK

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**Appendix 7**  
**PERSONAL INFORMATION CONSENT FORM(S)**

Complete one copy of this Appendix 7 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

**PERSONAL INFORMATION CONSENT FORM**

Reference #PS

Title: Vancouver Parks & Recreation Concession Operator for Sunset Beach and New Brighton Pool.....

With the provision of my signature at the foot of this statement I, \_\_\_\_\_  
\_\_\_\_\_ (Print Name)

consent to the indirect collection from \_\_\_\_\_  
\_\_\_\_\_ (Print Name of Proponent) of

my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

REQUEST FOR PROPOSALS NO. PS20211515

Vancouver Parks & Recreation Concession Operator for Sunset Beach and New Brighton Pool

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*Appendix 8*  
**SUBCONTRACTORS**  
Not Applicable



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Vancouver Parks & Recreation Concession Operator for Sunset Beach and New Brighton Pool

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**Appendix 9**  
**PROPOSED AMENDMENTS TO FORM OF AGREEMENT**

Complete this Appendix 9 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement attached as Part D. If no amendments to the Form of Agreement are proposed, state "none". It is at the City's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Section / General Condition	Proposed Amendment	Rationale and Benefit

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**Appendix 10**  
**CONFLICTS; COLLUSION; LOBBYING**

Complete this APPENDIX 10 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Part C - Form of Proposal or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	
Exceptions to Declarations as to No Lobbying (Section 9.4 of Legal Terms and Conditions)	

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***Appendix 11***  
***PROOF OF WORKSAFEBC REGISTRATION***

Attached as APPENDIX 11 to this Form of Proposal proof of valid WorkSafeBC registration.

**PART C  
FORM OF AGREEMENT**

**APPENDIX 10 PARK BOARD CONCESSION LICENCE AGREEMENT**

**PARK BOARD CONCESSION  
LICENCE AGREEMENT**

THIS LICENCE AGREEMENT (the “**Agreement**”) is effective as of \_\_\_\_\_, 2020 (the “**Commencement Date**”)

BETWEEN:

**CITY OF VANCOUVER**, as represented by its  
**BOARD OF PARKS AND RECREATION**  
2099 Beach Avenue  
Vancouver, British Columbia V6G 1Z4

(the “**Board**”)

AND:

[Insert Licencee Name and address]

(the “**Licencee**”)

WHEREAS:

- A. Pursuant to the *Vancouver Charter*, the Board has jurisdiction over and control of City of Vancouver (“**City**”) parks.
- B. In some City parks there are certain City owned structures which, in whole or in part, are intended, or usable, and equipped for the operation of businesses selling foods, snacks, beverages and refreshments to members of the public.
- C. The Licencee wishes to operate such a business at the structure which is located in the  
City park known as \_\_\_\_\_ (the “**Park**”), as described and/or shown in Schedule A hereto (the “**Premises**”).

THEREFORE in consideration of the promises given and exchanged herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties agree as follows:

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**PART B - SCOPE OF WORK**

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**ARTICLE 1****THE CONCESSION**

- 1.1 The Board hereby grants to the Licencee a licence to enter, occupy and use the Premises during the period beginning on the Commencement Date and ending TBD, (the “**Term**”) for the purpose of operating a business offering foods, snacks, beverages and other refreshments for sale to the public in accordance with the terms of this Agreement ( the “**Concession**”).
- 1.2 The Licencee will occupy and use the Premises only for the purpose of operating the Concession in accordance herewith, and for no other purpose, and will operate the Concession and keep the Concession open to the public at and during, at a minimum, the operating hours set out in Schedule B to this Agreement, as may be amended or replaced from time to time by the Board at its sole discretion (the “**Operating Hours**”).
- 1.3 The Board will provide to the Licencee, along with the Concession, all of the Board’s equipment and utensils within the Premises usable for Concession operations (the “**Board’s Equipment**”).
- 1.4 The Board will be responsible at all times during the Term for reasonable and ordinary maintenance and repair of the Premises and the Board’s equipment therein (the “**Board’s Equipment**”) and, if reasonably necessary, for replacement of any of the Board’s Equipment that malfunctions as a result of ordinary use and reasonable wear and tear. The Licencee will notify the Board when the Premises or any of the Board’s Equipment is in need of any such maintenance, repair or replacement, and the Board will take reasonable steps to carry out such maintenance, repairs or replacements within reasonable periods of time.
- 1.5 If the Licencee wishes to bring any additional equipment or utensils into the Premises for use in its operation, or for any other purpose, it will give the Board advance notice and will work with the Board to ensure that such additional equipment or utensils can be adequately and safely accommodated within the Premises and that they contribute to the improvement of services provided to the public.
- 1.6 The Licencee will not remove or cause the removal of any of the Board’s Equipment from the Premises without the Board’s prior consent. The Board must be allowed a reasonable opportunity to inspect any such equipment and utensils prior to their removal, and any removal will be arranged and carried out by the Board.
- 1.7 In operating the Concession, the Licencee will offer for sale and will sell to the public only such foodstuffs, snacks, beverages, refreshments and other goods, merchandise, things or services as the Board specifically and expressly approves in writing and will order all such items only from the Board through its central storage and supply facilities and/or from suppliers approved by the Board.
- 1.8 The Licencee will charge only such prices for the items and services to be offered for

## Vancouver Parks &amp; Recreation Concession Operator for Sunset Beach and New Brighton Pool

PART B - SCOPE OF WORK

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sale to the public in operation of the Concession as the Board specifically and expressly approves in writing.

- 1.9 The Licencee will be solely responsible for ensuring that sufficient cash is available in a float at the Concession at all times during the Term to provide customers of the Concession with the appropriate amount of change for the purchases the customers make with cash.
- 1.10 The Licencee will be responsible for collecting and will collect from customers of the Concession all taxes required to be paid and collected on the sales of the items, goods, merchandise and services sold there and for remitting to appropriate levels of government all such tax monies collected, except that the Board, for the Licencee, will remit to the Government of Canada all amounts so collected for the Goods and Services Tax (“GST”) or any successor tax that may replace or supersede the GST. The Licencee will provide the Board with its GST registration number within thirty (30) days of the date of this Agreement.
- 1.11 The Licencee will account to the Board in respect of the gross revenues from the Licencee’s operation of the Concession as follows:
- (a) during the Term, the Licencee’s bi-weekly commission will be the gross revenues from Concession sales net of staff discounts and any overage or shortage of related receipts deposited to the designated bank account or bank accounts:
    - (i) from April 1, 2021 - March 21<sup>st</sup>, 2022;
    - (b) from time to time during and throughout the Term, in accordance with a schedule or schedules to be agreed upon between the Licencee and the Board, or, in the absence of such agreements, at such times as from time to time the Board may require, the Licencee will deliver to the Board or make available to it for pick-up at the Premises by an authorized representative or agent of the Board, all monies received from Concession sales occurring since the time the Licencee last packaged monies from Concession sales for delivery to or pick-up by or on behalf of the Board in accordance with this section. Prior to the pick-up or delivery of such monies, on each and every occasion, the Licencee will put all such monies received from Concession sales into the valuables bag(s) the Board provides to it for that purpose and will then lock and seal the bags in accordance with the Board’s instructions. The Licencee will make any and all such deliveries it makes pursuant to this section to the Board of monies from Concession sales by armoured car company chosen or approved by the Board; and
  - (c) once every week during and throughout the Term, the Licencee will deliver to the Board all delivery slips, invoices, cash return sheets, and other documents and records required for and relating to the operation of the Concession. The Licencee will ensure that at all times during the Term it has or has access to a working printer, scanner, and computer featuring the Microsoft Office suite of products, particularly Microsoft Excel, all of

## PART B - SCOPE OF WORK

which the Licencee will provide electronic records of the foregoing items and weekly revenue totals to the Board.

1.12 The Board will provide for the Licencee, to the extent the Licencee might request, administrative services in respect of the operation of the Concession, including, without limitation:

(a) the distribution to the Board and the Licencee of their respective shares of revenues from Concession sales, less any deductions required from either's share, in accordance with the terms of this Agreement;

(b) if the Board, in its discretion, sees fit, and to the extent it sees fit, the direct payment to other third parties of any monies payable to them in relation to Concession operations; and

(c) the creating and keeping of records in relation to all matters referred to in this section and Concession finances generally.

## ARTICLE 2 STANDARDS OF OPERATION

2.1 The Licencee will operate the Concession in a good, professional and business-like manner, in keeping with the standards of the Board's park operations, to the Board's satisfaction. The Board may enter the Premises at any time to inspect any and all aspects of the Licencee's operation of the Concession or, as the Board, in its discretion, may determine, to deal with any emergency or apprehended emergency.

2.2 The Licencee will keep the Premises, and all areas adjacent to them, neat, tidy and clean, free of litter, garbage and other refuse, and safe at all times, to the satisfaction of the Board.

2.3 The Licencee will ensure that the Concession is adequately supervised, secured and maintained at all times during the Operating Hours to the satisfaction of the Board.

2.4 The Licencee will operate the Concession in compliance with all applicable laws, regulations, bylaws, rules and policies, including, without limitation, any relating to the keeping, use and preparation of foodstuffs and perishables, of any authorities having jurisdiction over such matters, including, without limitation, the Board, the City of Vancouver, the Medical Health Officer of the City of Vancouver, the Vancouver/Richmond Health Board, the Province of British Columbia and the Government of Canada, and the City of Vancouver \_\_\_ Policy, which is located at

2.5 The Licencee will maintain and comply with a standard food safety plan and will maintain records for such plan and any inspections related thereto in the Premises. Should the Licencee receive any health inspector reports during the Term, the Licencee will provide a copy of such report(s) immediately to the Board.

2.6 The Licencee may dispose of any refuse, litter or other garbage resulting from Concession related activities, or otherwise collected by the Licencee pursuant to this Agreement, into any of the Board's garbage and refuse receptacles, cans, containers or dumpsters situated in the vicinity of the Premises or as the Board may otherwise permit.

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- 2.7 The Licencee will not park, or allow any other person to park, any motor vehicle at the Premises without the express prior written consent of the Board.
- 2.8 The Board may, without any prior notice, access the Premises at any time for its own purposes, and for the purposes of assessing and inspecting any records the Licencee is required to maintain pursuant to this Agreement.

**ARTICLE 3  
EMPLOYEES**

- 3.1 The Licencee may hire employees to perform services for the Licencee in the operation of the Concession.
- 3.2 The Licencee will be fully and solely responsible for all employment related matters connected to any persons it employs in the operation of the Concession, including, without limitation, the hiring, compensation, and dismissal of each employee, and will comply fully with and fulfill all employment related requirements imposed by law and all rules, regulations and policies of any authorities having jurisdiction over employment related matters for the Concession, including, without limitation, the Government of Canada, the Province of British Columbia and the City of Vancouver. In particular, but without limitation, at all times in the operation of the Concession, the Licencee will comply with and fulfill all requirements of the British Columbia *Human Rights Code*, *Employment Standards Act*, *Workers' Compensation Act* and WorkSafeBC and all applicable unemployment insurance, pension plan and income tax laws, regulations, rules and policies. This includes, without limitation, the following:
- (a) the Licencee will not employ any person who is under the age of 15 years without first obtaining written consent from the person's parent or guardian;
  - (b) the Licencee will not employ any person who is under the age of 12 years without first obtaining permission from the B.C. Minister of Labour or other person designated as the authority in respect of such matters;
  - (c) the Licencee will not employ any person who does not have a valid Canadian Social Insurance Number;
  - (d) beginning immediately on the first hiring of an employee for the Concession, the Licencee will register for WorkSafeBC insurance coverage for any and all employees as required under the laws of British Columbia and any applicable policies, rules and regulations of WorkSafeBC and will carry out all further registrations and notices with WorkSafeBC as may be required from time to time and will be responsible for making all appropriate payroll deductions and payments of WorkSafeBC premiums for all such employees and, if the Licencee so chooses and WorkSafeBC permits, for the Licencee. The City will not be responsible in any way for arranging, paying for or providing WorkSafeBC insurance coverage for or any sick or disability pay or other benefits of any kind whatsoever to the Licencee or any of its employees in operation of the Concession; and



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- (e) the Licencee, as operator of the Concession pursuant hereto, is hereby designated as “Prime Contractor”, as defined in the *Workers’ Compensation Act* and its regulations, for the Premises and the Licencee hereby expressly accepts such designation as Prime Contractor. As Prime Contractor for the Premises, the Licencee shall comply with the obligations set out in Schedule C of this Agreement. The Licencee further acknowledges that as the Prime Contractor, simultaneous compliance with the obligations set out in Schedule C of this Agreement by the Board or the City of Vancouver would result in unnecessary duplication of effort and expense and the health and safety of any persons at the Premises or surrounding areas would not be put at risk by such compliance only by the Licencee.
- 3.3 The Licencee will provide the Board with the name and contact information for the appointed manager of the Concession. Should the appointed manager be absent from the Concession for more than three consecutive days, the Licencee will provide the Board with the name and contact information for any employee who is appointed to act as temporary manager.

#### ARTICLE 4 RELEASE AND INDEMNITY

- 4.1 The Licencee hereby releases the Board and the City of Vancouver and their officials, employees and agents (collectively, “City Personnel”) from, and agrees to indemnify them for and save them harmless from and against, any and all manner of liabilities, claims, demands, actions, causes of action, suits, damages, losses, costs, expenses, legal expenses, malfunctions, disruptions, interferences with or obstructions of view experienced, suffered, incurred, raised, brought or advanced by any person or entity, including the Licencee and any of its employees or agents, the Board, the City or any City Personnel, relating to or arising from this Agreement, including without limitation, the Licencee’s operation of the Concession, use of the Board’s Equipment and occupation or use of the Premises.
- 4.2 This release and indemnity provision will survive the termination or expiry of the term of this Agreement.

#### ARTICLE 5 INSURANCE

- 5.1 The Licencee, at its sole expense, will obtain and carry throughout the Term commercial general liability insurance with limits of not less than \$2,000,000 per occurrence or such higher limit of coverage as the City’s Director of Risk Management may reasonably require from time to time, that will:
- (a) indemnify and protect the Licencee, its employees, agents and contractors against all claims for loss, damage, injury or death to any person or persons and for damage to the Building or any public or private property occurring or arising by virtue of the Licencee’s presence in or use of the Premises;
- (b) name the Board, the City and their officials, officers, employees and agents as additional insured;

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- (c) contain a cross liability clause insuring the Licencee, the Board, the City and their respective officers, employees and agents in the same manner and to the same extent as if separate policies had been issued to each and apply with respect to any action brought against one party by the other or by any officer, employee or agent of one party, and any breach of a condition of the policy by any party or by any officer, employee or agent of one party will not affect the protection given by the policy to any other party or to any officer, employee or agent of any party;
- (d) provides that the Board, as represented by its Manager of Commercial Operations, and the City will receive 30 days' prior written notice of cancellation or any material change that will reduce the coverage of the policy;
- (e) include blanket contractual liability coverage for any liability arising directly or indirectly out of the performance of this Agreement.
- 5.2 Prior to the Commencement Date and from time to time during the Term, the Licencee will deliver to the Board, to its Manager of Commercial Operations, within ten days after demand from the Board or the City, a certificate of insurance for the insurance the Licencee has arranged to purchase or has purchased and will have or has in place pursuant to this Agreement.

**ARTICLE 6  
EXPIRY OR TERMINATION OF AGREEMENT**

- 6.1 The Licencee may terminate this Agreement by giving to the Board, on or before the last day of any month during the term of this Agreement, one month's written notice of its intention to terminate this Agreement, in which case the Licencee will vacate the Premises in accordance with the terms of this Agreement by the end of that notice period.
- 6.2 The Board may terminate this Agreement at any time during the Term for any reason by delivering personally or by pre-paid ordinary post to the Licencee, one month's written notice of the Board's intention to terminate this Agreement. The Licencee will vacate the Premises by the end of the one month notice period described in the notice.
- 6.3 The Board may terminate this Agreement at any time without any prior notice to the Licencee if in the Board, in its sole discretion, believes that the Licencee has breached a term or terms of this Agreement such that the Licencee cannot or will not operate the Concession in any manner consistent with the best interests of the Board, and its parks and the visitors to it and Licencees thereof.
- 6.4 On termination or expiry of the term of this Agreement, the Licencee will deliver to the Board vacant possession of the Premises and, on doing so, the Licencee will leave it and the Board's Equipment in conditions that are no worse than when the Licencee first occupied and/or took possession of them, except for any reasonable wear and

## PART B - SCOPE OF WORK

tear, failing which, the Licencee will pay the Board promptly on demand the amount of any expenses it might have to incur to return them to such condition or, with respect to the Board's Equipment, to replace it if reasonably necessary.

- 6.5 The Board, at its discretion, and at the Licencee's expense, may, in any way the Board sees fit, dispose of any goods, chattels or things the Licencee leaves behind in any part of the Premises after vacating it or place them in storage to be held for the Licencee for any period of time the Board considers to be appropriate and then dispose of them in any way it sees fit.

**ARTICLE 7  
MISCELLANEOUS**

- 7.1 The rights, powers and obligations of the Board in this Agreement may be exercised and fulfilled also by any of the Board's authorised representatives.
- 7.2 The term of this Agreement may be renewed or extended only by way of the express written agreement of the Board.
- 7.3 The Licencee may not assign this Agreement or any of the rights given to it herein to any other person or entity.
- 7.4 This Agreement will be governed by the laws of the British Columbia.
- 7.5 Time is of the essence in this Agreement.
- 7.6 Any notice required or permitted to be given pursuant to this Agreement will be sufficiently given if delivered in writing to:
- (a) for the Board:  
**City of Vancouver**  
 c/o Board of Parks and  
 Recreation 2099 Beach Avenue  
 Vancouver, British Columbia V6G 1Z4  
 Fax:604-257-8427  
 Attention: General Manager
- (b) and for the Licencee:

[NTD: Insert]

Fax: \_\_\_\_\_

Attention:[NTD: Insert]

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- 7.7 Any notice given by mail pursuant to this Agreement will be deemed to have been given and received three business days after the time it is posted.
- 7.8 Nothing in this Agreement creates as between the Board and the Licencee a relationship of employer and employee, principal and agent or a partnership or joint venture, and the Board is not required to provide the Licencee with employment benefits of any kind, including, without limitation, Canada Pension Plan premiums, Employment Insurance premiums, Medical Services Plan premiums, Extended Health Care Plan benefits, Dental Services Plan benefits, life insurance benefits, retirement pension benefits, long term disability coverage, sick leave, vacation pay, Employee Savings Plan benefits or gratuity day benefits.

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- 7.9 The Licencee has no right to and will not represent to anyone that the Licencee's relationship with the Board is anything other than that of an independent contractor, and the Licencee will not represent in any way to anyone that the Licencee represents the Board or is authorised in any way to act on the Board's behalf or is an employee of the Board.
- 7.10 This Agreement and the rights and privileges granted to the Licencee herein do not create for or provide to the Licencee any interest in any land belonging to the City or the Board, including without limitation, the Premises and areas adjacent to it, and this Agreement cannot be filed with any Land Title Office.
- 7.11 The Licencee hereby consents to the Board carrying out any and all financial and credit checks or inquiries in respect of the Licencee that the Board wishes to carry out, including, without limitation, the making of credit history inquiries with any credit service, bank or other financial institution, person or other legal entity, and the Licencee hereby authorizes all such persons or legal entities who may possess any financial or credit history information about the Licencee to release it to the Board without any liability to the Licencee whatsoever.
- 7.12 There are no warranties, representations, covenants, promises, agreements, conditions or understandings, oral or written, expressed or implied between the parties other than as set forth in this Agreement.
- 7.13 The Licencee acknowledges that it is entitled to seek independent legal advice before executing this Agreement.
- 7.14 Notwithstanding anything contained in this Agreement, if the Premises is part of a permanent public park within the meaning of section 490 of the *Vancouver Charter*, S.B.C. 1953, C. 55, as amended, and ceases to be part of such a permanent public park pursuant to section 488 of the *Vancouver Charter*, then this Agreement and the licence granted hereunder will be terminable at the option of the City but all obligations of the Licencee up to the date of any such termination will survive such termination. Upon termination pursuant to this Section 7.14, at the option of the Licencee and subject to any required approval of Vancouver City Council or the Park Board, the City may enter into a separate licence agreement with the Licencee on the same terms and conditions of this Agreement, including the prorated licence fee, for the remaining balance of the Term. Should the Licencee not exercise its option to enter into such licence agreement, any licence fee paid to the City hereunder will be prorated and the fees for the remaining balance of the Term will be returned to the Licencee.
- 7.15 Nothing contained or implied in this agreement will derogate from the obligations of Licencee under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by -laws, orders and regulations, which may be

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as fully and effectively exercised in relation to the Lands as if this agreement had not been executed and delivered by Licencee and the City.

7.16 This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This

Agreement may be executed by the parties and transmitted electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

As evidence of their intention to be bound by this Agreement, the Licencee and the Board both have executed this Agreement as follows, to be effective as of the day and year first written above.

**CITY OF VANCOUVER, as represented by its  
BOARD OF PARKS AND RECREATION**  
by its authorized signatory(ies):

\_\_\_\_\_  
Signature Print Name and Title

\_\_\_\_\_  
Signature Print Name and Title

[NTD: Insert]  
by its authorized signatory:  
\_\_\_\_\_

[NTD: Insert]

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SCHEDULE A

COV PCI COMPLIANCE

CORPORATE POLICY



SUBJECT: PCI Compliance		
CATEGORY: Finance	POLICY NUMBER:	AF-008-08

**To provide direction for complying with PCI security standards, including but not limited to storing, processing, and transmitting credit card data, within the City of Vancouver.**

**SCOPE**

**This Policy applies to:**

- All employees of the City of Vancouver, including Vancouver Police Department (“VPD”), Vancouver Public Library (“VPL”), and Vancouver Park Board.
- VPL shall update its credit card and data handling policy, as appropriate, to ensure consistency with this Policy.
- All business processes, activities, and technologies associated with credit card handling and processing.
- All facilities and locations regardless of processing mode, including but not limited to batch, remote and data communication.

## RISK AWARENESS

**Solely focusing on compliance does not inherently equate to better security. Risk awareness of payment card data security is a shared responsibility amongst all City of Vancouver employees in order to proactively facilitate processes for risk avoidance and risk mitigation over an extended period of time as business environments and practices change.**

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### *City of Vancouver Corporate Policy*

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**DEFINITIONS**

Admin Card	Restricts access to various point-of-sale terminal functions as well as transactions that affect City of Vancouver's merchant accounts (e.g., refunds and voids).
Business Unit	Any City of Vancouver department, branch, division, business area/sector that conducts business.
Cardholder Data	Any information printed, processed, transmitted or stored in any form on a credit card (e.g., PAN, cardholder name, service code, expiration date, full magnetic stripe data, PIN).
Chargeback	An adjustment to a City of Vancouver merchant account from a previous authorized sales transaction, such as disputes or unauthorized transactions.
Merchant Account	A type of bank account that allows the City of Vancouver to accept payments by payment cards, typically credit cards and debit cards.
PAN	Primary Account Number (on a credit card) is the number that is embossed and/or encoded on a payment card that identifies the issuer and the particular cardholder account.
Payment Card Devices	Payment Processor devices used for processing credit and debit card transactions.
Payment Processor	A company appointed by the City of Vancouver to process debit and credit card transactions. The current (2015) City of Vancouver payment processor is Moneris Solutions.
PCI DSS	Payment Card Industry - Data Security Standards. A framework developed by the PCI Security Standards Council for developing a payment card data security process that includes measures for security incident prevention, detection and reaction. PCI Security Standards Council is responsible for establishing a minimum set of requirements for protecting cardholder data.
PCI Office	Contact at <a href="mailto:pci@vancouver.ca">pci@vancouver.ca</a> Citywire PCI website link: <a href="http://citywire.city.vancouver.bc.ca/pci_compliance/">http://citywire.city.vancouver.bc.ca/pci_compliance/</a>

PIN	Personal Identification Number
SMS	Short Message Service (e.g., text message on a mobile phone)

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**BACKGROUND**

**City of Vancouver accepts credit cards (and certain credit card cheques) as valid payment options for many business transactions.**

**To facilitate the City of Vancouver’s focus on protecting its information assets and IT infrastructure, Cardholder Data must be managed, stored, processed, and transmitted in a secure environment and in compliance with all relevant PCI DSS requirements.**

**Managing risk and compliance with PCI DSS requirements apply to hardware, software, applications, business processes, and any third**

**parties the City of Vancouver engages to conduct business on behalf of the City of Vancouver.**

**Refer to the Citywire PCI website for additional information regarding PCI compliance and training.**

## **POLICY STATEMENTS**

### **1. Governance, Roles and Responsibilities**

#### **1.1. PCI Office**

- 1.1.1. The PCI Compliance Officer is responsible for managing PCI compliance for the City and any wholly owned entity of the City.
- 1.1.2. The PCI Office shall establish, implement, and monitor ongoing, practices to ensure compliance with PCI DSS, and maintain current knowledge of PCI DSS. The PCI Office shall ensure this Policy is consistent with current PCI DSS minimum requirements.
- 1.1.3. As a level two merchant, the PCI Office will ensure compliance is sustained throughout the year and validate compliance annually as required and submit the necessary documentation to the City's acquirer.
- 1.1.4. Partner with the Chief Risk Officer to identify and mitigate potential risks. Establish standard processes and procedures to facilitate risk monitoring and appropriate escalation to the PCI Steering Committee.
- 1.1.5. Review and assess Business Unit requests for hardware, software, applications, network infrastructure, Software-as-a-Service (cloud based), business processes, and third party providers related to processing and handling credit cards and credit card data.
- 1.1.6. Partner with Business Unit managers to maintain a current inventory list of payment card devices in compliance with PCI DSS (including at least model types, serial numbers, and physical address of devices) for new and/or replacement orders, and returns.
- 1.1.7. Partner with Business Units to manage and implement ongoing training for City of Vancouver employees who handle credit cards and credit card data.

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1.1.8. Develop and update education/training material to ensure it is consistent with current PCI DSS minimum requirements.

1.2. PCI Liaison

1.2.1. PCI Liaisons, who are generally Director or above, shall champion PCI compliance within his/her areas of responsibilities and ensure business processes and procedures are

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**established and maintained to facilitate risk mitigation and compliance with PCI requirements.**

**1.2.2. The PCI Liaison shall ensure his/her areas of responsibilities are in compliance with this Policy.**

1.3. Business Units

1.3.1. Business Units shall include PCI DSS awareness in its processes and procedures and shall partner with the PCI Office to assess risks and to ensure the City of Vancouver is in compliance with PCI DSS minimum requirements.

1.3.2. Business Unit Managers shall:

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- Ensure his/her areas of responsibility have processes and procedures to ensure compliance with this Policy.
- Review information in the Citywire PCI website periodically throughout the year;
- Ensure his/her own PCI DSS awareness training is current;
- Ensure appropriate employees PCI DSS awareness training is current;
- Include PCI DSS awareness training for onboarding new employee ;
- Maintain a current and accurate inventory list of payment card devices, including at least model types, serial numbers, and physical address of devices, for any new and/or replacement orders, and returns.

1.3.3. Business Units must provide copies of any documents related to PCI compliance to the PCI Office, within a reasonable time period, upon request. For the avoidance of doubt, any Sections in this Policy that is silent or contradicts this paragraph regarding PCI Office information request, this paragraph supersedes and applies to all Business Units.

1.4. Non-Compliance Escalation

**All City of Vancouver employees must immediately notify the PCI Office, at [pci@vancouver.ca](mailto:pci@vancouver.ca), upon identifying or becoming aware of any non-compliance with this Policy.**

2. Credit Card Data

2.1. Credit Card Data Handling

- 2.1.1. Only approved City of Vancouver payment channels shall process credit card payments.
- 2.1.2. Cardholder data must never be sent using end-user messaging technology such as Skype, Jabber, etc.
- 2.1.3. All Business Units must not process for payment any credit card cheques where the full credit card number is imprinted and visible on the surface of the credit card cheque. Business Units must reject and return these credit card cheques to sender.
- 2.1.4. Each Business Unit manager shall ensure the full PAN or authentication data (magnetic stripe contents, card-verification code or PIN) of any credit card is not stored either in electronic form or in any hard copy form, except:

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- For recurring transactions (see Section 8 - Transaction Types for further details regarding recurring payments); or
  - To receive forms of security and damage deposits against equipment or facilities rentals. Security measures in Section 8.5 apply.
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- 2.1.5. The Business Unit manager shall minimize the processing and transmission of credit card data wherever possible by using a third party provider to process online transactions.
- 2.1.6. Receipt of any credit card information and/or Cardholder Data via electronic mail, fax, or SMS format is prohibited at any City of Vancouver location. Employees shall immediately advise the sender the City of Vancouver will not accept and will delete these types of transmissions. Employees shall also provide the customer with an acceptable alternative method for sending his/her credit card information for processing. Only accept and process telephone credit card payments on telephone equipment authorized by the PCI Office or the City's Information Technology group.
- 2.1.7. To facilitate resolving chargeback items, merchant copies of credit card slips must only contain masked (first six and last four digits) data. Properly secure these records in accordance with the City of Vancouver's Records and Information Management policies.
- 2.1.8. Business Units shall properly secure any credit card left by a customer and the credit card shall be held for a retention period, of no more than seven (7) days, to provide an opportunity for the customer to contact the City of Vancouver and/or return and collect the card. Business Units shall shred any credit cards unclaimed after the retention period.
- 2.1.9. The PIN method is currently the strongest security and shall be used for in-person transactions. If a customer does not know his/her PIN he/she should be encouraged to use an alternative payment method where possible (i.e. debit, cash, online, etc.). The magnetic stripe method shall only be used when customer has no other option to pay, and where the Business Unit is willing to accept the risk of fraudulent or chargeback transaction. Examine additional identification to ensure the credit card belongs to the person using it.

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2.2. Data Security Breach and Reporting

- 2.2.1. All City of Vancouver employees must immediately notify his/her appropriate manager or supervisor upon knowledge or suspicion of any breach of credit card data handling.
- 2.2.2. The manager or supervisor shall immediately notify the PCI Office at [pci@vancouver.ca](mailto:pci@vancouver.ca) with details, including but not limited to, date, time, and type of security breach.
- 2.2.3. The Business Unit manager shall work with the PCI Office on remediation processes and procedures.

3. Merchant Accounts

3.1. Merchant Account Approval

- 3.1.1. Merchant ID's owned by the City are considered sensitive information and must not be provided to or shared with any other entity.
- 3.1.2. Business Unit managers must provide a complete Merchant Application Form (located in Citywire PCI website) and receive approval prior to engaging in any activity. Only Treasury Services is authorized to establish new merchant accounts for the City of Vancouver.
- 3.1.3. Any City of Vancouver merchant accounts created and assigned to a Business Unit shall only include City of Vancouver credit card transactions. For the avoidance of doubt, any credit card transactions associated with any activity that do not belong to the City of

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**Vancouver are strictly prohibited from processing through any Business Unit merchant accounts.**

**3.1.4. Merchant Account naming convention, based on the City of Vancouver’s current Payment Processor specifications, is limited to twenty-five (25) spaces. The recommended format, with 12 open spaces is, “City of Vanc-“.**

4. Information Technology (“IT”) Infrastructure

4.1. PCI Technical Environment

4.1.1. The PCI technical environment is restricted to authorized devices as per approved IT architecture plan. Any and all changes to this plan must follow strict change control process and include proper and complete documentation updates.

4.1.2. The PCI technical environment shall include the following:

- Restrict access to Cardholder Data;
- Maintain firewall configuration to protect Cardholder Data;
- Change vendor-supplied defaults for system passwords, unnecessary accounts and other security parameters before installing the system onto the network;
- All administrative remote access from outside the cardholder data environment will be protected by two-factor authentication;
- No shared accounts may exist;
- No wireless access points or devices may be installed within the cardholder data environment;
- Implement approved hardening standards for all systems which are based on industry-accepted standards such as NIST, SANS, CIS, ISO, etc. before installing the system onto the network;
- Protect systems against malware using anti-virus software which is regularly updated and configured to periodically scan systems;
- Maintain secure systems and applications;
- Install all vendor high or critical security patches within 30 days of release and all other relevant patches within 90 days;
- Identify and authenticate access to system components;
- Automatic disconnect for all systems after 15 minutes of inactivity;

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- Strong cryptography and related protocols will be used whenever cardholder data is transmitted over any network including public networks;
  - Use of network time protocol configured to use an industry-standard time source to ensure all systems have the correct time and;
  - Collect logs of all systems capable of generating logs and analyze these logs using the SIEM to ensure all security events are identified at least on a daily basis.
- 4.1.3. A process will be established and maintained to monitor reliable external sources for emerging vulnerability information for all technologies used within the cardholder data environment. As required a risk assessment will be performed to ensure that all high and critical risk vulnerabilities are identified and remediated.
- 4.1.4. All devices / hardware included in the PCI technical environment must also comply with the existing Corporate IT and IT Security Policies.
- 4.1.5. All changes to the PCI technical environment that require creating, removing or modifying a firewall rule must follow the existing Corporate Firewall Rule Process.

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- 4.1.6. Quarterly ASV and internal vulnerability scans will be performed. Additional scans will also be performed after any significant changes. All medium or higher vulnerabilities will be remediated and a re-scan performed.
- 4.1.7. Annual penetration tests will be performed. Additional scans will be performed after any significant changes.
- 4.2. Connectivity
- 4.2.1. Only Business Units processing and transmitting City of Vancouver credit card transactions are permitted to have authorized payment card devices or IT group equipment connect to the City of Vancouver IT infrastructure or network. For the

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avoidance of doubt, the PCI Steering Committee shall approve designated PCI connections and data drops for use by any payment card devices transmitting content over the City of Vancouver network.

4.2.2. Authorized hardware (payment card devices and IT equipment) includes, but not limited to, credit card payment terminals and pin-pads (wired or wireless), integrated payment workstations, virtual terminals, telephones, and supporting servers.

#### 4.3. Software Applications

4.3.1. Prior to executing any third party vendor agreements or contracts, Business Units must consult with the PCI Office and the Information Technology group to ensure any new applications or change to existing applications are consistent with PCI DSS and Information Technology technical standards.

4.3.2. Prior to any payment software acquisitions, including but not limited to, on-site, hosted, and stand-alone applications, the PCI Steering Committee must be notified via the PCI Office.

4.3.3. All purchasing procedures for any payment devices, equipment, and software applications must include PCI compliance requirements.

#### 5. Payment Card Devices

5.1. Only approved payment devices may be used for processing cardholder payments.

5.2. All equipment and hardware used for processing and transmitting credit card transactions must comply with PCI DSS requirements. Refer to the Citywire PCI website for further information.

5.3. Store admin cards in a secure and locked location (i.e. safe, cabinet, etc.) and restrict access to a limited number of authorized employees.

5.4. Ensure payment card devices are truncating credit card account numbers to only show the last four (4) digits.

5.5. Devices must never record cardholder data, including sensitive authentication data, electronically.

#### 5.6. Tampering and Substitution

- 5.6.1. Secure all payment card devices against tampering and substitution. Ensure all payment card devices have security seals/stickers in proper locations and examine daily for any tampering (i.e. tearing or removal). Log any evidence of tampering, including but not

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***City of Vancouver Corporate Policy***

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**limited to date, time, discovery person contact information, address of device, description of tampering, device model type, serial number, and any other relevant comments.**

- 5.6.2. Payment card device access shall be limited to authorized City of Vancouver employees. Any unattended payment card devices in public areas shall be properly secured to restrict unauthorized access.
- 5.6.3. Refer to the Citywire PCI website for further information regarding physical security measures to mitigate tampering and substitution.
- 5.6.4. Only the PCI Office shall supply approved security seals/stickers to Business Units.

**5.7. Approved payment card devices shall comply with PCI DSS requirements for technology implementation and design, including technical documentation and change control.**

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#### 6. Third Party Service Providers

- 6.1. Third party service provider products and services include, but not limited to, any third party application, software, e-commerce solution or any third party contractual services performed on behalf of the City of Vancouver where the third party service provider is storing, processing, or transmitting Cardholder Data or any activity that could impact the security of cardholder data.
- 6.2. Business Units that engage any third party service provider (i.e. vendor, processor, software provider, hosted payment webpage, or other service provider) must ensure they adhere to the same security standards as the City of Vancouver.
- 6.3. Prior to submitting a Request for Proposal for any products or services from third party providers, the Business Unit must obtain approval from the PCI Office and Information Technology group. The PCI Office will assess and provide approval with respect to PCI DSS and the Information Technology group will assess and provide approval with respect to the City of Vancouver's information technology technical standards.
- 6.4. Prior to executing any agreements or contracts with third party service providers, the PCI Office must review and approve the third party service provider complete and properly executed documentation that provides evidence of PCI DSS compliance. Contact PCI Office for details.
- 6.5. During the implementation stage, the Business Unit must inform the PCI Office and Information Technology group of any change in product specifications or services in order for the PCI Office and the Information Technology group to assess proposed changes with respect to PCI DSS and City of Vancouver's information technology technical standards.
- 6.6. If the City of Vancouver engages any third party service provider that process, store, or transmit any Cardholder Data, the following is mandatory.
  - 6.6.1. The Business Unit shall maintain a current and accurate list of third party service providers, complete with specific contact information of relevant City of Vancouver employees and the third party service provider personnel.
  - 6.6.2. The Business Unit must maintain a copy of any executed contract or agreement, including any amendments to the original contract or agreement terms.
  - 6.6.3. For any third party service providers that may affect or have a relationship or function associated with the City of Vancouver's Cardholder Data environment, the contract or agreement shall include an acknowledgement by the third party service

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provider of their responsibility for ongoing security of Cardholder Data in accordance with PCI Security Standards Council security standards.

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- 6.6.4. Any contract or agreement with any third party service provider must include in the terms a requirement to provide the City of Vancouver a copy of the third party provider's current and up-to-date signed Attestation of Compliance document on an annual basis) indicating the third party provider has complied with current PCI security standards and/or list in detail any remediating strategies toward compliance if any of its divisions or branches or subsidiaries or affiliate entities are segregated from the entire entity for compliance reporting purposes. The terms of contract with any third service provider must also include termination terms or clauses at the option of the City of Vancouver, subject to a reasonable cure period, if the third party service provider no longer receives PCI compliance certification or has been in remediation over an extended period of time, or has a history of receiving fines and penalties related to non-compliance with PCI security standards.
- 6.6.5. Prior to executing any agreements or contracts with third party service providers, the PCI Office must review and approve the third party service provider complete and properly executed documentation that provides evidence of PCI DSS compliance. Contact PCI Office for details.
- 6.6.6. Proper due diligence must be exercised before engaging with any third party service providers that may affect or have a relationship or function associated with the City of Vancouver's cardholder data environment.
- 6.6.7. All relevant Business Units must provide copies of any documents, lists, agreements, and contracts referenced in this Section to the PCI Office, within a reasonable time period, upon request.

7. Asset Management - Payment Card Devices

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- 7.1. Business Unit managers shall maintain a current and accurate inventory list of payment card devices that include at least model types, serial numbers, and physical address. Additional details are recommended, such as device connectivity (regular phone line or network), contact persons who use the devices, and type of physical security measures.
- 7.2. Process for ordering and returning payment card devices is listed in the Citywire PCI website.
- 7.3. Business Units must receive prior approval, from a Manager or above, and must complete a Merchant Application Form (located in Citywire PCI website) for new or replacement devices.
8. Transaction Methods and Types
- 8.1. Telephone Payments
- 8.1.1. Only accept telephone credit card payments, at City of Vancouver locations and with designated equipment, after receiving approval from the PCI Office or the Information Technology infrastructure group.
- 8.1.2. Telephone credit card payments are the least secure payment method compared to in- person payments. If a Business Unit offers the option to make payments by telephone, customer information must be verified. Request the customer to repeat the number and expiry date. Do not repeat aloud back to the customer.
- 8.1.3. It is recommended Business Units only accept credit card payments by telephone where there is recourse (such as re-activating a parking ticket) available in cases where the credit card payment is rejected (chargeback). If there is no recourse available, the Business Unit is accepting the chargeback risk.

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- 8.1.4. Whenever possible enter credit card information directly into the payment card device without recording separately onto another format or medium.
  - 8.1.5. If separate recording of credit card information is required (for example when the terminal is in use), use a recording form only, in a location that restricts visual access from others. Treat this recording form like cash until it has been shredded. When the terminal is no longer in use, complete the transaction and shred the form.
  - 8.1.6. Unless there is a prior approved process, do not enter the credit card information directly into an application or web browser using a personal computer or workstation. If there is a business need (for an approved Business Unit) to enter a credit card number directly into an application or web browser using a personal computer or workstation, employees can only use approved workstations. Approved workstations are marked as PCI compliant with a decal.
- 8.2. Fax, Electronic Mail, and Paper
- 8.2.1. Business Units are prohibited from accepting any Cardholder Data via fax and electronic mail. Employees who receive these types of communications shall immediately shred faxes and double delete (from Inbox and Deleted Items folders) electronic mails.
  - 8.2.2. Employees shall encourage customers to use alternative forms for payment, including on-line, in-person, cash, and debit.
  - 8.2.3. Any form or hardcopy containing cardholder information is not permitted. See Recurring Payments below for exception.
- 8.3. Virtual Terminal
- 8.3.1. Only process customer credit card payments using virtual terminals after receiving approval from the PCI Office or the Information Technology Infrastructure group. Virtual terminals process credit card transactions from any computer (via a web-browser) with internet access.
  - 8.3.2. Only use on-screen keyboards for entering cardholder information when processing transactions.
- 8.4. Refunds
- 8.4.1. Refer to each respective Business Unit's cash and credit card handling procedure manual for instructions on processing refunds. PCI security requirements within this Policy apply to refund procedures.
- 8.5. Recurring payments



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- 8.5.1. The cardholder must formally acknowledge his/her agreement for recurring credit card charge.
- 8.5.2. Any form or hardcopy containing cardholder information for recurring payments must be stored in a secured and locked location (i.e. safe, cabinet, etc.).
- 8.5.3. If more than one authorized employee has access to any forms or hardcopies containing cardholder information in a secured and locked location, an accurate and complete access log must be maintained. An example is a sign-in sheet logging each time an authorized employee or staff retrieve cardholder information. The Business Unit

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**Manager must provide copies of this log to the PCI Office, within a reasonable time period, upon request.**

9. Education and Training

- 9.1. Business Units must ensure the orientation process for all new employee, whose role includes processing credit card transactions and handling credit card data, receive and complete PCI security awareness education prior to be given access to any payment devices or cardholder data related to the City.
- 9.2. It is mandatory that all employees who process credit card transactions or handle credit card data participate in and complete an annual PCI security awareness education.
- 9.3. All employees who support technology, applications, or procedures for credit card payments must participate in and complete an annual PCI security awareness education.

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9.4. Business Unit Managers shall provide evidence of adherence to this Section to the PCI Office, within a reasonable time period, upon request.

## RELATED POLICIES

### City Computing and Telecommunications Facilities Policies:

<http://citywire.city.vancouver.bc.ca/safety/security/itsecurity/policies.htm>

- General Policy (AG-015-01)
- Security and Integrity (AG-015-02)
- E-mail Usage (AG-015-03)
- Internet Usage (AG-015-04)
- Remote Access (AG-015-05)
- Account Management (AG-015-07)
- Wireless Security (AG-015-08)

## POLICY REVIEW

**The PCI Steering Committee shall review this Policy annually, or less frequently as deemed appropriate, to ensure consistency with PCI DSS minimum requirements.**

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**APPROVAL HISTORY**

**REVISED BY: Finance, Risk and Supply Chain  
Management**

**APPROVED BY:**

**Sadhu  
Johnston  
on City  
Manager**

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**Paul Mochrie  
Deputy City Manager**

**Patrice  
Impey  
General  
Manager**

**Finance, Risk and Supply Chain Management, CFO**

**Robert  
Bartlett  
Chief  
Risk  
Officer**

**Jessie Adcock  
Chief Technology Officer**

**Tim  
Leung  
City**

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**Treasurer**

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**DATE: November 28, 2017**

<b>Revised by:</b>	Finance, Risk and Business Planning	<b>Approved by:</b>	<ul style="list-style-type: none"><li>• City Manager</li><li>• GM Finance, Risk and Business Planning, CFO</li><li>• GM Human Resources Service</li><li>• Chief Risk Officer</li><li>• Chief Information Officer</li><li>• City Treasurer</li></ul>	<b>Date:</b>	2015-11-04
<b>Issued by:</b>	Director of Finance	<b>Approved by:</b>	<ul style="list-style-type: none"><li>• GMT</li></ul>	<b>Date:</b>	2013-04-23

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## *City of Vancouver Corporate Policy*

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### CHANGE LOG

Date	Section	Description
2016-11-25	• Background	• Insert “certain” with reference to accepting credit card cheques.
	• 2.1.2	• Insert section to not accept any credit card cheques with full credit card number imprinted and visible on surface of credit card cheque.
	• 2.2.3	
	• 6.2	• Delete “mitigate”, replace with “remediate” to clarify ex-ante action.
	• 6.4 and 6.6.5	• Delete “payment gateway”, replace with “hosted payment webpage” to remove buzzword and to clarify third party service provider activity
	• 6.6	• Insert sections to clarify, prior to executing contracts or agreements with third party service providers, PCI Office must review and approve evidence of compliance by third party service provider.
	• 6.6.4	• Insert criteria to clarify mandatory requirements based on City of Vancouver engaging third parties that process, store, or transmit credit card data. Delete limiting reference of “share credit card data”.
		• Delete “mitigate”, replace with “remediate” to clarify ex-ante action.
		• Remove reference for “PCI Compliance Certificate”, not needed to show compliance by third party service provider.
		• Insert requirement of a signed AOC document, “on an annual basis”.

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