



Request for Proposals

Lease Opportunity:
Multi-Purpose Arts and Culture Hub
825 Pacific Street, Vancouver, BC

Issued by: Cultural Services
Arts, Culture and Community Services
City of Vancouver

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1.0 Information and Background

1.1 Overview

This Request for Proposals (the “RFP”) is being issued by the City of Vancouver (the “City”) to seek proposals from established Vancouver-based arts and cultural non-profit organizations (the “Proponents”) who are interested in engaging with the City for a long term lease as the lead tenant and operator (the “Operator”) of an approximately 21,050 square foot cultural amenity space currently under construction and located at 825 Pacific Street (formerly known as 801 Pacific Street), Vancouver, British Columbia (the “Premises”). The space is intended to be an affordable, shared multi-purpose arts and culture hub, with presentation, production (suitable for Class A¹ activities), and office space for multiple Vancouver-based artists and non-profit arts and culture organizations use. Please note, **this RFP is open to non-profit operators only, not for individual artists.**

1.2 Context

Cultural facilities are essential to every community. Ensuring access to appropriate and affordable facilities in Vancouver’s rapidly-developing real estate market is a challenge, particularly for arts production and the non-profit sector. To support our arts and cultural community, the City actively seeks opportunities to develop facility space by partnering with private development on major rezoning projects through the use of community amenity contributions to create affordable, sustainable arts and cultural facilities.

Cultural Services, as part of the department of Arts, Culture and Community Services, provides arts and cultural programs and services on behalf of the City. In July 2018, Council approved the [*Making Space for Arts and Culture: 2018 Cultural Infrastructure Plan*](#) in advance of the [*Creative City Strategy*](#). The plan focuses on several objectives that address the need for spaces for artists and cultural workers to live, work, and share their work. Key objectives outlined include expanding engagement with the community and partners on planning for renewal of City-owned spaces and developing new spaces, and supporting community initiatives that build capacity. The plan outlines the need for new spaces to live, work, and present, including:

- studios, production, rehearsal, and presentation spaces
- mixed-use, multi-tenant, co-located hubs, including cultural/social non-profit hubs, to provide administration space, home bases, and shared services.

¹**Artist Studio - Class A:** means the use of premises for the production of dance, live music, creative writing, painting, drawings, pottery or sculpture, video, moving or still photography, **none** of which involves amplified sound or one or more of the materials or processes specified under Artist Studio - Class B.

Artist Studio - Class B: means the use of premises for the production of (a) dance or live music involving electronically amplified sound, (b) moving or still photography (excluding video) involving on-site film processing, (c) paintings, drawings, pottery or sculpture involving the use of fibreglass, epoxy and other toxic or hazardous materials or one or more of the following processes: welding, woodworking, spray painting, silk screening or fired ceramics.

1.3 Opportunity

In 2017, Council approved a [rezoning application for 1380-1382 Hornby Street and 801 Pacific Street](#) submitted by Grosvenor Americas. As part of this major development project, the City secured the development of a cultural amenity space at 825 Pacific Street (formerly known as 801 Pacific Street) (the “Premises”).

It is anticipated that the 21,050 gross square feet of commercial space will be used as a shared multi-tenant and multi-purpose arts and culture production space, with some presentation and ancillary space, supporting the arts activities of Vancouver-based artists and arts and cultural organizations.

The City’s intention is to provide a long-term lease for the Premises to a Vancouver based non-profit organization (the “Operator”), for a nominal base rent plus responsibilities for costs of tenant improvements, ongoing maintenance and operations as outlined in the Service Level Agreement (SLA) attached. Located in the downtown core, this amenity space joins other cultural venues in Downtown South including the new artist studios at 1265 Howe Street, The Cinematheque, Cineworks, The Dance Centre and Vancouver International Film Centre/Vancity Theatre. The Premises will serve as a connection with the adjacent downtown entertainment district and Granville Island, helping to animate this core neighbourhood.

Early in the redevelopment process Grosvenor Americas commissioned BC Artscape Society to review the viability of a cultural facility as a stand-alone building. This included mapping local cultural assets and consultation with residents, businesses, artists, social service providers and cultural organizations. A feasibility study concluded that a multi-tenant hub could make efficient and operationally viable use of the proposed floor areas.

Grosvenor Americas is currently in the early stages of preparing the lands for the Premises, which when completed will be owned by the City. Estimated year of completion is summer 2021.

1.4 Space & Tenanting Details

The Premises is a stand-alone cultural amenity building located at 825 Pacific, on the north-west corner of Pacific and Howe streets. At this address, the [current zoning by-law](#) allow for the following uses (subject to approval) for The Premises:

- (a) Cultural and Recreational Uses, limited to Artist Studio, Arts and Culture Indoor Event, Community Centre or Neighbourhood House, Hall, Library, Museum or Archives, and Theatre;
- (b) Office Uses, limited to General Office;
- (c) Service Uses, limited to Photofinishing or Photography Studio, Production or Rehearsal Studio and School – Arts; and
- (d) Accessory Use customarily ancillary to any use permitted by this section.

The Premises consists of seven (7) levels totaling 21,050 gross square feet of commercial space, or 11,541 net square feet leasable space (excluding the basement). Refer to Section 1.5 for leasable area drawings. The Premises includes:

- Level 1: 2,822 gross square feet of multi-purpose presentation/exhibition and community space with kitchen or bar and storage space (60 person capacity);
 - One available car share vehicle and car share vehicle stall (outdoors at grade)
 - Six Class B Bicycle Spaces, and
 - One space for Class B Loading (outdoors)
- Level 2: 3,017 gross square feet of production/rehearsal/programming/ancillary space (25 person capacity);
- Level 3: 3,030 gross square feet of production/rehearsal/programming/ancillary space (22 person capacity);
- Levels 4 to 7: 2,309 gross square feet (per level) of production/rehearsal/programming/ancillary space (19 person capacity per level);
- Basement: 2,582 gross square feet including: bicycle room, parking, garbage room, and end of trip facilities, and 788 gross square feet of mechanical and electrical rooms;
 - Includes parking for minimum of 39 bicycles in a separately secured bike room

The Premises will be constructed to Passive House standards in accordance with the recently adopted Zero Emission Building Plan. Passive House is an internationally recognized, performance based energy standard in construction. To achieve Passive House certification, a building must demonstrate high levels of energy efficiency and occupant comfort. The Premises will be one of the first concrete, non-residential buildings in BC to achieve these standards. The Premises' anticipated occupancy and energy use is in line with general Passive House office construction. Refer to Appendix C for further details on Passive House occupancy, recommended appliances, and energy use.

The Premises will be transferred to the City as a "warm shell," which includes minimal interior finishes, and will **not** be fitted out with flooring, specialized equipment, appliances, furniture, systems, accessories, or HVAC distribution. The Operator will be required to fundraise and fit out the Premises. It is estimated that tenant improvements and start-up expenses could cost up to \$3,000,000. For more details on the "warm shell" components that will be delivered by the developer upon completion, refer to Appendix A as well as the linked reference drawings below in section 1.5.

In consultation with the City, the Operator will be required to develop and implement a tenant selection process for Vancouver-based artists and non-profit arts and culture organizations. Spaces will be subleased on a cost recovery basis, balancing sustainability with affordability. This selection process will require tenancing considerations for professional artists and/or arts and culture organizations from Indigenous communities and diverse or historically underrepresented communities, and reflect the arts and cultural needs of the neighbourhood.

The targeted occupancy date is 2021.

1.5 Reference Drawings

- [825* Pacific Street Leasable Area plans](#) (PDF)
- [825* Pacific Street Site plans high resolution](#) (PDF)

*Please note that drawings indicate former address: 801 Pacific Street.

1.6 Outline of Basic Lease Terms

In order to assist Proponents with the Proposal, the following is a list of some of the basic terms that will be included in the City's form of lease (the "Lease"), which may be subject to change.

Intended Use

The Operator is to operate the Multi-Purpose Arts and Culture Space for the benefit of the citizens of Vancouver. It is anticipated that the Operator will sublease spaces in the building to individual Vancouver-based artists and arts and culture organizations in a form approved by the City on a cost recovery basis.

Tenant Improvement Costs

To fit out and furnish the space, the Operator will be required to budget for the necessary work, materials, permits, equipment, fixturing, finishings, appliances, furniture, accessories, construction insurance, systems, HVAC distribution, and fees. Passive House requirements as listed in Appendix C include recommendations for appliances. The Operator will be required to raise the appropriate funds in order to support all necessary tenant improvement and start-up expenses.

Organizational Operating Costs

The Operator will be responsible for any organizational, programming and administration costs. The spaces will be subleased by the Operator to individual artists and non-profit arts and culture organizations on a cost recovery basis.

Facility Operating, Maintenance and Capital Costs

While the base rent to be paid by the Operator will be nominal (\$10 per term or any renewal term), the Operator will be required to pay all costs and expenses as set out in a Service Level Agreement with the City, which will be attached to the Lease, including:

- facility utility costs (e.g. heat, hydro, water/sewer, currently estimated at approximately \$3/square foot/per annum), garbage/recycling costs, internet, telephone, any applicable taxes, insurance and all facility operating expenses (e.g. janitorial, security) associated with the amenity space;
- all facility operating costs and maintenance including regular maintenance and repair, preventative and capital maintenance;
- long term recapitalization of interior building systems and major life cycle interior replacement costs associated with the amenity space; and
- ancillary space maintenance, including regular maintenance and repair, preventative and capital maintenance of parking space and landscaped areas.

The Operator will be required to submit for example, an annual report including but not exclusive of, a maintenance plan, financial statements, proposed annual budget, and summary

of activities. The City will be responsible for the long-term recapitalization of the building exterior.

See Appendix B for a draft Service Level Agreement which outlines City/Tenant responsibilities.

Insurance

The Operator will be required to maintain adequate liability and property insurance including Commercial General Liability (CGL), All Risk (Broad Form) Tenants' Legal Liability (TLL) insurance, All-Risk Property (Broad Form) Insurance, and other insurance policies determined over time to best protect the interests of the Operator and the City.

Term

The intent is to provide a secure long term lease. It is anticipated that the lease will be for a total of a 60-year term, with likely up to 2 or more renewals within the total 60-year term.

Subleasing

The Operator will be responsible for subleasing the space to individual Vancouver-based artists and arts and culture organizations on a cost recovery basis, inclusive of all costs including utilities. Additionally, it is anticipated that other programming and rental revenue generated by the Operator will also contribute to operational costs. The Operator will be required to utilize a selection process for the artist and arts and culture non-profit tenancies, to the satisfaction of Cultural Services.

Assignment, Mortgage, Naming Rights

Except with the prior written consent of the City, the Operator will not be able to assign, mortgage or license all or part of the Premises or its interest therein. The Operator will not have the right to name the Premises or any portion thereof without the City's prior written consent.

All other terms and conditions of the Lease will be as required by the City.

1.7 Eligibility

At minimum, all Proponents must meet the following criteria:

An organization is required to be:

- a non-profit society or a community service co-op legally registered and in good standing with BC Registries and Services, a First Nations Band Council on whose unceded traditional homelands Vancouver sits, or registered charity with the Canadian Revenue Agency (CRA), for at least six months at the time of the application deadline;
- established legally and in operation for at least 3 years prior to the application deadline;
- located in Vancouver, is well-established, and has a history of providing ongoing quality arts and cultural programming and/or services to Vancouver residents without exclusion to anyone by reason of religion, ethnicity, gender, age, sexual orientation, language, disability or income.

Who Is Not Eligible?

Organizations that are not based in Vancouver and/or whose primary purpose or activity is the provision of health care, educational, sport, recreational, or religious programs and services are not eligible. As a lease by the City for nominal base rent constitutes a grant by the City which requires City Council approval, the City requires that Proponents be non-profit organizations. For-profit organizations are not eligible.

1.8 Assessment Criteria

Project Alignment & Vision

- The Project aligns with Vancouver's [*Making Space for Arts and Culture: 2018 Cultural Infrastructure Plan*](#) and ideally addresses a cultural space need including development of:
 - studios, production, rehearsal, and presentation spaces; and
 - mixed-use, multi-tenant, co-located hubs, including cultural/social nonprofit hubs, to provide administration space, home bases, and shared services.
- The Proponent's proposal for the Premises (the "Project") is rooted in a strong organizational vision and aligns with a larger shared vision that contributes to Vancouver's arts and culture community.
- The Project makes a contribution to increasing access to, representation of, and participation in arts and culture at all levels and across all areas of practice for Vancouver's diverse communities, including Vancouver's Indigenous communities and historically underrepresented and/or underserved communities.
- The Proponent demonstrates support from the arts and cultural community it is intended to serve, and reflects innovation in community engagement, participation, and partnerships.

Organizational Capacity

- The Project is being developed by an established, stable and sustainable organization with active involvement of a relevant board and staff.
- The Project should be consistent with organization(s) mission and strategic plan.
- Partnership and collaboration play a role in the development, funding and/or ongoing operations of the Project.
- The Proponent demonstrates evidence of a detailed, effective and realistic project plan, governance model, and management plan for the Project.

Project Vitality

- The Project demonstrates vitality, enhancing opportunities for the arts and cultural community to thrive beyond basic sustainability, creating opportunities to adapt and grow.
- The Proponent demonstrates fiscal responsibility, fundraising success, and sets out realistic projections of the Project capital costs and operating revenues and expenses and is viable in relation to the organization's financial capacity and sustainability.
- The Project has the capacity to adapt to changing audience/cultural needs and changing practice, and provides secure, affordable, adaptable, long term benefit with clear affordable user fee structures.
- The Project makes a positive contribution to environmental sustainability.
- The Project addresses public health and safety issues, including adherence to federal, provincial and local legislation including but not limited to City of Vancouver Zoning and Development By-law, fire and building codes, and provincial guidelines for safety (WorkSafe BC requirements).

1.9 Partnerships and Collaborations

Non-profit cultural organizations applying in partnership or collaborating with other non-profits should designate one organization as the lead applicant, or have already established and agreed upon in writing, a clear governance process. A memorandum of understanding (MOU) between the non-profit organizations with clearly defined roles, responsibilities and relationships must be provided with the application.

2.0 Proposal Submission Instructions

The City of Vancouver is committed to an open and transparent Operator selection process. The process is described below.

2.1 Key Dates

Potential Proponents should note the following key dates:

Event	Time and Date
Issue date of RFP	November 5, 2018
Intent to Submit Form Deadline	November 28, 2018
Information Session	December 6, 2018
Questions Deadline	December 17, 2018
Closing Time for Proposal Submissions	January 30, 2019
City Council Approval	Anticipated spring 2019
Occupancy of Premises	Anticipated 2021

2.2 Step 1 - Intent to Submit Form

Proponents applying to be considered for these Premises must [complete the online intent to submit form](#) by November 28, 2018. The intention of the form is to assist with any eligibility questions and to explore if there are potential partnerships.

Information Meeting

Potential Proponents will be contacted by Cultural Services with instructions on how to register to attend the Information Meeting to enable Proponents to seek clarification with respect to any aspect of the RFP in a group forum.

2.2 Step 1 - Questions

Potential Proponents are required to review the RFP with their board and submit any questions relating to the RFP prior to December 10, 2018, via email to Cultural.Spaces@vancouver.ca with subject heading:

RFP: 825 Pacific Street Lease Opportunity for Multi-Purpose Arts and Culture Hub

Answers to questions received before December 17, 2018 will be provided on our [website](#).

2.3 Changes to the RFP

The City may amend the RFP or make additions to it at any time. It is the sole responsibility of Proponents to check the City's [website](#) regularly for amendments, addenda, and questions and answers in relation to the RFP:

2.4 Step 2. - Proposal Submission

Eligible Proponents who have previously contacted Cultural Services staff, and who meet the eligibility requirements, will be provided a link to an online application form (the "Online Proposal Form").

To be considered by the City, the Online Proposal Form must be completed and duly executed by the relevant Proponent on or before 4:00 p.m. on January 30, 2019 (the "Closing Time").

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

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.

2.5 Step 3 - Summary of Proposal Requirements

The Online Proposal Form specifies all proposal requirements. Below is a summary of some of the key requirements:

- Organization Form
- Application Form
 - Project Alignment & Vision
 - Organizational Capacity
 - Project Vitality
- Board of Directors List
- Staff List
- Financial Statements
- Operating Budget

- Five-Year Operating Pro Forma
- Memorandum of Understanding (if partnership)
- Certificate of Incorporation (for new applicants)
- Legal Terms and Conditions

2.6 Step 4 - Legal Terms and Conditions

The Proponent will be required to acknowledge that it has agreed to the Legal Terms and Conditions attached as Appendix D hereto, and has attached and executed such Appendix D as required in the Online Proposal Form.

2.7 Step 5 - Evaluation Process and Assessment Criteria

Eligible Proposals will undergo an evaluation process that includes assessment (based on the Assessment Criteria) by a committee composed of cultural community peers and City staff (the "Committee"). The Committee may elect to short list Proponents in stages as deemed necessary. Proponents may be asked to provide additional information or details for clarification.

2.8 Step 6 - Council Report and Lease Negotiations

The successful Proponent will be required to work with the City to further develop the Proposal into a detailed Project Plan that would include, among other things, final project and operating budget confirmation, scheduling, the process for artist access/tenant selection and final plans for any further tenant improvements.

Committee recommendations and lease terms require City Council approval and will be put forward in a public report to City Council.

If the successful Proponent(s) meets the City's requirements after Council approval of the lease terms an offer to lease may be made, resulting in a full lease after the Premises is completed by the developer and ownership is transferred to the City.

2.9 Confidentiality

The information in the Proposals will be disclosed as necessary to carry out the tenant selection process or as required by law, including the *Freedom of Information and Protection of Privacy Act*.

Proponents should note that upon submitting their Proposal, they will be legally bound to certain confidentiality obligations not to disclose any City information without the City's prior written consent.

2.10 City's Discretion

The City is not under any obligation to approve any Proposal and may elect to terminate this tenant selection process at any time and notwithstanding any other provision in this document, the City has in its sole discretion the unfettered right to:

- accept any Proposal
- reject any Proposal
- reject all Proposals
- reject a Proposal even if it is the only Proposal received by the City
- accept all or any part of a Proposal
- split the Requirements between one or more Proponents
- enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time.

The City may negotiate Proposals with one or more Proponents or revoke an offer to lease to a successful Proponent if that Proponent undergoes any changes that would materially affect the Proponent's ability to undertake the design, construction, financing and operation of the Cultural Space in accordance with its Proposal.

The City may waive any non-compliance with this tenant selection process and may at its sole discretion elect to retain for consideration Proposals which are non-conforming because they do not contain the content or form required by this document or because they have not complied with the process for submission set out in this document.

Nothing in this document will operate, if the City so elects, to affect or derogate from the City's powers, rights, duties and obligations under the *Vancouver Charter* as amended from time to time, and the City may, if the City so elects, exercise and carry out any and all of its powers, rights, duties and obligations under the *Vancouver Charter* as though any agreement resulting from this document has never been made.

2.11 Legal Terms and Conditions

The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Appendix D. Except where expressly stated in these Legal Terms and Conditions: no part of the RFP consists of an offer by the City to enter into any contractual relationship; and no part of the RFP is legally binding on the City.

Appendix A - Description of the Space

1. The space will be delivered as a “warm shell” including the following specification:
 - a minimally finished interior including the following:
 - painted interior walls;
 - finished ceilings with STC rating of 60 between floors;
 - durable polished concrete floors with non-slip surface, complete with baseboards;
 - Resilient (smooth, non-absorbent, non-slip and washable) flooring may be used in the washrooms and other areas as may be appropriate;
 - basic millwork and hardware required for suitability of the space including washrooms, kitchenettes, and end-of-trip facility to be located at Parkade Level; and
 - one kitchen or bar for public use including cabinets, and hardware to be provided on Level 1;
 - building HVAC system specified to adhere to Passive House certification criteria ready for distribution;
 - building electrical system, and plumbing including fixtures. Electrical system will allow for the ability to install illuminated signage on the building exterior for future tenant(s), and include a minimum of one 220 volt outlet per floor;
 - high speed internet wiring and connections;
 - DDC controls for HVAC, lighting and green roofs with leak detection system if applicable;
 - interior and exterior lighting to meet minimum lighting level for the proposed usage of the space;
 - all building envelope details required to conform to the City’s Built to Zero Emissions Building Plan to achieve Passive House Certification including the roof and structural components below grade;
 - installation of one freight elevator to service the building and all required components;
 - basement bicycle parking area complete with bike racks and the provision of one fit and finished end-of-trip facility including shower, benches, lockers, etc.;
 - dedicated garbage/recycling room, mechanical, electrical and telecommunication rooms; and
 - all necessary structural elements required to support the building as well as all required life safety systems, and the inclusion of one base building fire access security system which will include the ability to lock off floors on the elevator.
2. The Cultural Amenity Facility shall generally consist of the following:
 - 21,050 sq. ft. of gross commercial floor area, 7 levels, including:
 - Level 1 – presentation/exhibition and community space;
 - Levels 2 to 7 – production/rehearsal/programming/ancillary space; and
 - Parkade Level – bicycle spaces and mechanical/electrical rooms/storage;
 - One (1) Car Share Vehicle and car share vehicle space and minimum 39 Class A Bicycle Spaces and six (6) Class B Bicycle Spaces, space for Class B Loading; and
 - Built to meet Passive House Certification standards

3. In respect of the outdoor space: lighting, landscaping, drainage irrigation, perimeter guardrails/ glazing etc. and required DDC controls.

Details of Building Program

Parking

- One designated car share vehicle and car share vehicle space at lane-side;
- Bicycle parking - minimum of 39 bicycles in a separately secured bike room at Parkade Level; and six (6) Class B Bicycle Spaces at lane-side entry;

Loading

- Class B loading zone to be provided at lane with direct access to lane-side vestibule entry

Storage

- Approximately 200 square feet and 150 square feet of storage to be provided in designated storage rooms at Level P1 and Level 2 respectively

Garbage and Recycling

- Garbage and recycling room located at Basement Level
- Garbage room to be equipped with a hose bib and a floor drain

Service Space

- lockable janitor room with mop sink on Level 1.
- separate lockable mechanical and electrical rooms to safely accommodate items such as hot water tanks, sprinkler trees, electrical panels, data, telephone and security equipment panels, gas, water or hydro meters and any other mechanical or electrical equipment required for the facility at Basement Level

Kitchenette

- Shared kitchenette area including fixtures, hardware, millwork cabinets and counter located on Level 1
- Slop sink with counter located on Levels 2-7

Washroom Facilities

- Washroom facilities to meet VBBL requirements, including accessible washroom(s). Washrooms located on Basement Level and Levels 1-7.
- Two end-of-trip facilities on Basement Level

Appendix B - Draft Service Level Agreement

For purposes of this document, the parties are identified as follows:

Landlord:	City of Vancouver	CoV
Tenant:	NPO Operator	NPO

For the purpose of this agreement, this Service Level Agreement (the "SLA") is intended to reflect the proposed delineation of repair, maintenance and replacement responsibilities between the parties as currently anticipated. The City reserves the right to revise the SLA as necessary and deemed appropriate.

Annual Maintenance Plan

The Operator must prepare and submit an Annual Maintenance Plan including both the Routine and Preventative Maintenance Plan, which the City reserves the right to validate. The Operator will submit a report/reports summarizing the Routine and Preventative Maintenance that has been performed and costs, and the Capital Maintenance and Improvements performed and cost annually on the anniversary of the commencement of the lease.

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
1.1	Heating, Ventilation and Air Conditioning		
a	- annual inspection	NPO	NPO
b	- routine maintenance and repair	NPO	NPO
c	- provision & replacement of filter material	NPO	NPO
d	- cleaning of ducts	NPO	NPO
e	- life cycle replacement	NPO	NPO
2.1	Plumbing Systems		
a	-preventive maintenance and repairs to hot water heating systems (i.e., boiler, hot water tank) and domestic cold water systems	NPO	NPO

b	- major repairs and replacement of hot water heating systems and domestic cold water systems	NPO	NPO
Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
c	- repairs to all fixtures including faucets, unplugging toilets and all other routine repairs	NPO	NPO
d	- life cycle replacement of hot water systems, and piping	NPO	NPO
e	- life cycle replacement of fixtures (i.e., faucets, toilets, urinals, water closets, drinking fountains, etc.)	NPO	NPO
f	- maintenance, repair and replacement of sump pumps	NPO	NPO
3.1	Mechanical Systems (including elevators)		
a	- preventive maintenance and repairs	NPO	NPO
b	- life cycle replacement	NPO	NPO
c	- installation, maintenance and replacement of additional equipment provided and installed by the occupant	NPO	NPO
4.1	Fire Protection & Suppression		
a	- monthly inspection of smoke detectors and fire extinguishers within the premises	NPO	NPO
b	- annual inspection of fire extinguishers within premises	NPO	NPO
c	- repairs/recharging/life-cycle replacement of fire extinguishers within premises	NPO	NPO
d	- annual inspection, maintenance and repairs of the fire alarm system	NPO	NPO
e	- annual inspection and maintenance of interior emergency/exit lighting	NPO	NPO
f	- life cycle replacement of the fire alarm system	NPO	NPO

g	- life cycle replacement of emergency /exit lighting	NPO	NPO
h	- annual inspection, maintenance and repair of fire sprinkler system	NPO	NPO
Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
i	- life cycle replacement of fire sprinkler system	NPO	NPO
5.1	Security Systems		
a	- operation, system monitoring, inspection, maintenance and repair	NPO	NPO
b	- life cycle replacement	NPO	NPO
c	- repair, replacement, re-keying of all locks, fobs and access devices	NPO	NPO
6.1	Electrical Distribution Systems		
a	- repairs and upgrades required by Code or initiated by Landlord	NPO	NPO
b	- inspection, maintenance and repair of wiring, breakers and electrical panels	NPO	NPO
c	- life cycle replacement of wiring, breakers and panels	NPO	NPO
d	- repair or replacement of switches, receptacles, cover plates	NPO	NPO
e	- extensions, increases, or enhancements to meet occupant's needs including future maintenance	NPO	NPO
7.1	Lighting Systems		
a	- bulb/tube replacement for interior lighting	NPO	NPO

b	- interior lighting ballast replacement	NPO	NPO
c	- life cycle replacement of interior lighting fixtures	NPO	NPO
Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
d	- cleaning of interior lighting fixtures	NPO	NPO
e	- provision, maintenance, repair and replacement of portable lighting fixtures	NPO	NPO
f	- maintenance and repair of exterior lighting	NPO	NPO
g	- life cycle replacement of exterior lighting	NPO	NPO
8.1	Interior Windows		
a	- breakage and repair	NPO	NPO
b	- cleaning	NPO	NPO
c	- life-cycle replacement	NPO	NPO
8.2	Exterior Windows		
a	- breakage and routine repairs	NPO	NPO
b	- cleaning (of exterior surfaces)	NPO	NPO
c	- cleaning (of interior surfaces)	NPO	NPO
d	- life cycle replacement	CoV	CoV
8.3	Interior Doors		

a	- maintenance and repair	NPO	NPO
b	- life cycle replacement	NPO	NPO
Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
8.4	Exterior Doors		
a	- maintenance and repair	NPO	NPO
b	- life cycle replacement	CoV	CoV
9.1	Interior Surfaces		
a	- interior life cycle repainting	NPO	NPO
b	- maintenance and cleaning of window applications including, but not limited to blinds and curtains	NPO	NPO
c	- repairs to interior walls and ceilings, including minor painting and wallpaper cleaning	NPO	NPO
d	- life cycle replacement of ceiling tiles	NPO	NPO
e	- interior repairs due to building system failures such as roof leaks, exterior walls and foundation leaks not caused by the occupant or operations	CoV	CoV
f	- maintenance and repairs of floor coverings, including carpet and tile	NPO	NPO
g	- life cycle replacement of flooring	NPO	NPO
h	- maintenance, repair, and replacement of millwork	NPO	NPO
10.1	Major Structural Systems		
a	- repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls, chimney and roofing, and parking lots due to damage not related to the tenancy	CoV	CoV
b	- repairs and painting of exterior surfaces including windows, trim, fascia, wood elements and soffits	NPO	NPO

c	- exterior life cycle repainting	CoV	CoV
Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
d	- cleaning of eaves troughs, gutters, roof drains and roof areas	NPO	NPO
e	- life cycle replacement of drains, rainwater leaders and gutters on roof and elsewhere	CoV	CoV
11.1	Site Services		
a	- landscaping repairs and maintenance	NPO	NPO
b	- grass cutting	NPO	NPO
c	- general cleaning of grounds, litter disposal	NPO	NPO
d	- snow and ice removal from steps and entrances including provision of de-icing materials	NPO	NPO
e	- removal of snow from walkways and entrance to parking areas	NPO	NPO
f	- removal of snow and ice from roof areas	NPO	NPO
g	- repairs of water and sewage systems (beyond the building perimeter), unless deemed to be caused by the occupants/tenancy	CoV	CoV
h	- maintenance and repair of external walkways, steps	NPO	NPO
i	-replacement of external walkways and steps and repaving of parking and loading areas	CoV	CoV
j	- maintenance, repair and replacement of gates and fences	NPO	NPO
k	- maintenance and minor repair/patching of parking and loading areas	NPO	NPO

I	- graffiti removal	NPO	NPO
Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
12.1	Exterior Signage		
a	- maintenance, repair and replacement (subject to prior approval of CoV), including temporary signage	NPO	NPO
12.2	Interior Signage		
a	- installation, maintenance, repair and replacement of interior building and wayfinding signage	NPO	NPO
13.1	Janitorial Services		
a	- routine janitorial/custodial services	NPO	NPO
b	- pest control services	NPO	NPO
c	- provision of all washroom supplies	NPO	NPO
d	- garbage and recycling removal services	NPO	NPO
14.1	Appliances, Program and Other Non-Installed Equipment		
a	- inspection, maintenance and repair of all non-building equipment including stoves, refrigerators, microwaves, coolers, free standing cabinets, track lighting	NPO	NPO
b	- replacement of all appliances, program and non-installed equipment	NPO	NPO

c	- maintenance, repair and replacement of furniture	NPO	NPO
Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
15.1	Renovations and Upgrades		
a	- any upgrades, additions, enhancements or improvements (subject to prior approval by CoV)	NPO	NPO
16.1	Utilities		
a	- electricity	NPO	NPO
b	- gas	NPO	NPO
c	- water and sewer costs	NPO	NPO
d	- all other municipal utilities charges which appear on the property tax notice	NPO	NPO
17.1	Business Operations		
a	- staff costs	NPO	NPO
b	- telephone, internet & cable services	NPO	NPO
c	- insurance (CGL, TLL, business interruption, contents, etc.)	NPO	NPO
d	-base building insurance	CoV	CoV
e	- supplies and equipment, including for bathroom and kitchen	NPO	NPO
f	- security services	NPO	NPO

Life Cycle Replacement

Life cycle replacement is based on fair wear and tear. The need of such replacement is at the Landlord's sole discretion.

Damage

Notwithstanding the foregoing, but except in the case of emergency, it is a condition hereof that the Landlord's obligation to maintain, repair, and replace parts of the Premises as indicated above is always subject to the availability of funds currently budgeted by the Landlord for such purposes at the Premises.

Appendix C - Occupancy Load and Passive House Requirements

Occupant Load:

- Basement: 6 persons
- Ground: 60 persons
- Level 2: 25 persons
- Level 3: 22 persons
- Levels 4 - 7: 19 persons per level

Power and Lighting loads / space:

- Tenant space design shall not exceed the receptacle Power Load Allowance (W/m²) as listed in National Energy Code of Canada for Buildings (NECB) 2011
- Tenant space lighting design shall provide a 30% reduction from the National Energy Code of Canada for Buildings (NECB) 2011 Lighting Power Load Allowance (W/m²)

Appliances:

Passive House recommends that all appliances are Energy Star.

Appendix D - Legal Terms and Conditions (for reference only)

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 D 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 D, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent as a result of the RFP.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix D), 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) "Online Proposal Form" means those certain parts of the RFP, completed and executed by the Proponent, to which this Appendix D is appended.
- (g) "RFP" means this Request for Proposals for the Lease of the Multi-Purpose Arts and Culture Hub at 825 Pacific Street, Vancouver, BC, 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 D (except only Sections 7, 8.2 and 10 of this Appendix D, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

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

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

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

5.2 Reservation of Complete Control over Process

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

5.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix D, 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 that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

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

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix D, 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 D will:
 - i. bind the City, the Proponent and the arbitrator; and
 - ii. survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

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

8.2 Proponent's Submission Confidential

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

8.3 All City Information Confidential

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

9 NO PROMOTION OF RELATIONSHIP

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

10 GENERAL

- (a) All of the terms of this Appendix D 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 D will not affect the validity or enforceability of any other provision of this Appendix D, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.
- (d) The Proponent consents to the City contacting any references named by the Proponent in the Proposal.

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

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title