



REQUEST FOR PROPOSALS

Lease Opportunity:

Multi-Purpose Social and Cultural Non-profit Hub

485 West 42nd Avenue, Vancouver, BC

Issued by:

Social Policy and Projects

Arts, Culture and Community Services

City of Vancouver

Issuance Date: August 28, 2025

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Section 1: GENERAL INFORMATION

1.1 Overview

This RFP is being issued by the City of Vancouver (the “**City**”) to seek proposals (each, a “**Proposal**”) from established Vancouver-based social and cultural non-profit organizations (each, an “**Applicant**”) who are interested in engaging with the City for a lease (the “**Lease**”) as the lead tenant and operator (the “**Operator**”) of an approximately 14,500 square foot space nearing completion at 485 West 42nd Avenue, Vancouver, British Columbia (the “**Premises**”).

The Premises is intended to be an affordable, shared non-profit hub, with office, meeting rooms, programming spaces for the Operator and Vancouver-based non-profit subtenant organizations (the “**Subtenants**”) to share.

The Applicant will be expected to propose a model for sharing the space that reflects the City’s intent to support co-location of non-profit services. Applicants have two options:

- (a) apply with proposed Subtenant(s) identified, and describe the process used to select Subtenant(s) and how it aligns with City priorities (see Section 1.9); or,
- (b) apply with a proposed approach to select Subtenants after award of Lease. City staff can facilitate introductions to potential Subtenants as needed.

As outlined in the Public Service Requirements attached to the Lease, the Applicant will sublease space to Subtenants on a cost recovery basis, balancing operational sustainability with the provision of affordable rental space. This process to select Subtenants and the requisite Subtenant agreements will consider ***social and cultural services organizations that serve Indigenous communities and diverse underrepresented communities***, and reflect the social and cultural needs of the neighbourhood and the City of Vancouver.

Please note this RFP is open to any non-profit organization (NPO) providing social and cultural services with capacity to assume the financial and organizational responsibilities of a ‘lead tenant’ role. Individuals and for-profit business enterprises are not invited to apply. See Section 1.3 below for further details on Applicant minimum requirements.

The City is committed to an open, transparent and equitable selection process under this RFP. The selection process is described below in Section 3.

1.2 Definitions

In this RFP, unless the context requires otherwise:

- (a) “**Applicant**” has the meaning set out in Section 1.1;
- (b) “**City**” has the meaning set out in Section 1.1;
- (c) “**Closing Time**” has the meaning set out in Section 2.6;
- (d) “**Contract**” means a legal agreement, if any, entered between the City and the Applicant as a result of the RFP process;

- (e) **“Evaluation Committee”** has the meaning set out in Section 3.1;
- (f) **“FOIPPA”** means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as it may be amended or superseded from time to time;
- (g) **“Lease”** has the meaning set out in Section 1.1;
- (h) **“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);
- (i) **“Operator”** has the meaning set out in Section 1.1;
- (j) **“Preferred Applicant”** has the meaning set out in Section 3.2(c);
- (k) **“Premises”** has the meaning set out in Section 1.1;
- (l) **“Proposal”** has the meaning set out in Section 1.1;
- (m) **“RFP”** means this Request for Proposals for leasing of the multi-purpose social and cultural hub at 485 West 42nd Avenue, Vancouver, BC, as amended from time to time and including all addenda;
- (n) **“RFP Email”** has the meaning set out in Section 2.1;
- (o) **“RFP Site”** has the meaning set out in Section 2.1;
- (p) **“Shortlisted Applicant”** has the meaning set out in Section 3.2(a);
- (q) **“Subtenant”** has the meaning set out in Section 1.1; and
- (r) **“VanApply”** means the City’s online portal for the administration of the RFP, accessible through the RFP Site.

1.3 Eligibility Requirements

To participate in this RFP process, Applicants should meet the following minimum requirements (not necessarily listed in order of importance):

- (a) Be one of the following types of entities*:
 - (i) a non-profit society, community service co-operative association, or social enterprise wholly owned by an Indigenous-led non-profit and in good standing with the Registrar of Companies;
 - (ii) a registered charity in good standing with the Canada Revenue Agency; or
 - (iii) a First Nations Band.

**Please note that Applicants are permitted to partner with other entities that do not meet the above status requirements – see Section 1.9 below.*

- (b) Have an active governing body composed of volunteers.
- (c) Have by-laws or other governing documents that include provisions stating that no board director can be remunerated for being a director, and that staff members cannot be voting members of the board or executive.
- (d) Be registered and in good standing with WorkSafeBC.
- (e) Primarily deliver programs and services to residents of the City of Vancouver and/or Vancouver-based non-profits.

Applicants that do not meet all of the above-listed minimum requirements may be disqualified from this RFP process, at the City's sole discretion.

1.4 Project Background and Opportunity

On January 19, 2021, Council approved a rezoning application at 5740 Cambie Street (since changed to 485 West 42nd Avenue). Considered under the Cambie Corridor Plan, approval of the rezoning proposal allowed for the development of a mixed-use building with a 14-storey market residential rental tower, a 27-storey market residential strata tower, **and a large, community amenity space i.e., the Premises**. The proposal includes:

- (a) 80 market rental units and 133 market strata units
- (b) Commercial retail space at grade
- (c) Office space (including non-profit office hub)
- (d) Underground parking and bicycle spaces

As the population of residents and workers within the Cambie Corridor grows, the well-being of the community will be strongly tied to the availability, accessibility and affordability of community facilities and programs for people of all ages, incomes, backgrounds and abilities. The approved rezoning includes an in-kind community amenity contribution (CAC), whereby the developer will provide the Premises to the City of Vancouver. According to the conditions of rezoning, the Premises will be delivered to the City in 'turnkey' condition for immediate use following issuance of Occupancy Permit (anticipated in Q2 2026). The space is intended to be leased to a head tenant who will subtenant and share space with other non-profits at affordable rates.

The Premises is located at a key transit hub and will provide affordable and flexible space for NPOs to effectively serve and support communities and contribute to valuable social infrastructure. This mixed-use building is located near other social amenities planned for this area including Oakridge Civic Centre, which will include a seniors centre, youth centre, childcare, library, park etc, as well as to the Canada Line rapid transit station at Cambie and 41st Avenue.

1.5 Policy Background and Context

The City supports social and cultural NPOs to provide valuable community programs and services to Vancouver residents. The non-profit sector is facing significant challenges such as affordability, aging infrastructure, and lack of purpose-built space, limiting organizations' ability to focus resources on the communities they serve. As such, the City's role in securing well-designed and affordable space, and selecting non-profit operators is essential for retaining social and cultural services within Vancouver.

Provision of subsidized social and cultural facility space is consistent with the [City's commitments to UNDRIP](#) and existing City policies such as: [Spaces to Thrive \(S2T\): Vancouver Social Infrastructure Strategy](#) (2021), [CultureShift: Vancouver's New Culture Plan for 2020-2029](#), [The Equity Framework](#) (2021), [The Accessibility Strategy](#) (2022), [The Healthy City Strategy](#) (2014), and [The Framework for City of Reconciliation](#) (2014).

Policy Direction from Spaces to Thrive: Vancouver's Social Infrastructure Strategy

In 2021, Vancouver City Council approved [Spaces to Thrive](#) (S2T), the City's first strategy for social infrastructure, which sets a ten-year outlook for the delivery of social infrastructure in Vancouver. Spaces to Thrive is grounded in four crosscutting principles and six policy directions that will ensure the City changes course quickly, guiding the City's directions, objectives and actions for social infrastructure to align with existing City priorities. The four principles include: 1) Reconciliation & Decolonization; 2) Equity & Social Impact; 3) Resilience & Adaptability; and 4) Collaboration & Stewardship. This development is strategically aligned with the following policy directions:

- (a) **Plan for the Future:** Enable new social infrastructure to meet growth and equity priority needs - The City will plan for new and expansion of City-owned social facilities where needed, considering population growth, shifts in demand and existing facility capacity. We will develop policy, incentives and requirements to promote creation of new social infrastructure, and support non-profit applicants to develop new social serving spaces; and,
- (b) **Innovate for Efficiency:** Support transformation, adaptation, and optimization of social infrastructure - The City will improve efficiency and effectiveness of private and non-profit owned space use and service delivery. We will continue to develop and maintain shared non-profit administration and program centres to support more service providers and residents, and design adaptable, functional, inclusive, and accessible social-serving spaces for the future.

Priority for Co-location Opportunities Identified by Social/Ethno-Cultural NPOs

Findings from the S2T engagement process indicated that co-located spaces are viewed by the non-profit sector as an opportunity to foster creativity and innovation, strengthen relationships between organizations and the communities they serve. It can support emerging and smaller informal and formal organizations and offer operational efficiencies, including enabling low-barrier access to space and cost sharing.

1.6 Premises Details

The Premises is located on the 3rd Floor of a new mixed-use building located on the southeast corner of Cambie Street and West 41st Avenue. Upon completion in early 2026, the building will be divided by way of air space subdivision, with one air space parcel containing market residential and commercial uses, and the other (the Premises) owned by the City.

The fully accessible 3rd floor space at 485 West 42nd Avenue offers a main reception area, wellness room, kitchen and kitchenette, storage, multipurpose program spaces, meeting rooms, offices, as well open office plan areas. The Operator and Subtenants will have access to shared designated parking spaces including one accessible parking space,

loading bay, and garbage/recycling, and shared bicycle storage and shower facilities on the parking levels.

The new development will be constructed to achieve the Low Emissions Green Building pathway requirements under the City's Green Building Policy for Rezoning 2017. The implementation of these sustainability targets will provide a building with a minimized environmental footprint, optimized energy performance, and indoor air quality that promotes occupant health. The Premises' design standards also include (but are not limited to) the Facilities Standard Manual and the [Social Facility Technical Guidelines](#), which the developer is required to comply with and the Operator will be required to comply with when undertaking any tenant improvements or replacing appliances.

The Premises will be transferred to the City in turnkey condition which means the space will be fully equipped, including the interior, and ready for immediate use except for loose furniture and audio-visual (AV) and other specialized equipment (see drawings in Appendix B).

Summary of Premises

Civic Address and Location	485 West 42 nd Avenue (a.k.a. 5740 Cambie on SE Corner of 41 st & Cambie)
Neighbourhood and Area Plan	Oakridge Langara, Cambie Corridor Plan
Current Project Status	In construction
Expected Occupancy	Spring 2026
Size of amenity space	14,500 gross square feet on podium Level 3 accessed by common elevator and stairs - excluding parking, loading, garbage/recycling on parking levels
Potential # Office Workstations	Approx. 85 total individual workstations as shown below on the architect's furniture layout plan
Energy/Sustainability Requirements	Power and lighting not to exceed receptacle Power Load allowance, recommends appliances are Energy Star
Designated Parking and End of Trip Amenities	16 spaces on P2; 1 accessible space and 8 bike storage stalls on Level P1, shared bicycle storage and shower facilities
Garbage, Recycling and Loading	Shared area on Level 1 includes waste/recycling area and 4 loading bays
Condition of space	Turnkey; Operator responsible for addition of loose furnishings, AV (audio visual) and special equipment

1.7 Project Rendering and Reference Drawings

A rendering of the approved development and reference drawings for the Premises are attached to this RFP at Appendix B. A parking plan for Level 1 and 2 is available upon request.

1.8 Outline of Basic Lease Terms and Operator Responsibilities

(a) Intended Use

The Operator will operate the Premises as a multi-purpose social and cultural non-profit hub for the benefit of the residents of Vancouver. It is expected the Operator will sublease space(s) within the Premises on a cost recovery basis to other Subtenants. The City will have an opportunity to review and approve the Operator's process for sharing the Premises space.

(b) City Standard Lease Terms

Subject to Council approval, upon completion of the building and after air space subdivision and transfer of ownership to the City of the air space parcel containing the Premises, the City of Vancouver and the selected Operator will enter into the Lease agreement. A copy of the: *Standard Form of Agreement Template - Precedent Lease for Non-Profit Entities (cultural-social)* for City-owned social and cultural facilities; *draft Service Level Agreement (Schedule D)*; and precedent *Public Service Requirements Template (Schedule E)* for the social/cultural facility space at 485 West 42nd Avenue are available on the [RFP Site](#) and within the VanApply application.

Basic Lease terms include:

- (i) Initial term of 5 years, plus opportunity for renewal at the end of the term at the City's discretion for two additional consecutive 5-year terms;
- (ii) Base rent of ten dollars (\$10.00) plus GST for each term, inclusive of payment of rent in lieu of property taxes, unless any future Council policy establish another rent amount applicable to social and cultural non-profit entities occupying City buildings or space is established by City Council policy, then such amount will be the rent applicable.

(c) Budget for Furnishing Costs

To complete furnishing the Premises, the Operator will be required to budget for all the necessary furniture, AV (audio-visual) and special equipment that is needed for programming purposes. Any future tenant improvements must be approved by the City and carried out at the Operator's expense. The Operator will be required to raise the appropriate funds to support all necessary purchases of furniture and equipment, tenant improvement and start-up expenses.

(d) Organizational Costs

The Operator will be responsible for any organizational, programming and administration costs. Portions of the Premises may be subleased by the Operator on a cost recovery

basis to Subtenants. The below-market rents which may be collected from Subtenants can contribute towards the Operator's overall operating budget and would be a key revenue source to address burgeoning operating costs. Contributions from other funding sources, including City operating grants, may be leveraged over time.

(e) Facility Operating, Maintenance and Capital Costs

The Operator will be responsible for providing all services and meeting all requirements as set out in the Precedent Lease for Non-profit Entities (Cultural/Social), Draft Service Level Agreement (SLA), and Precedent Public Service Requirements (PSR) made available to Applicants, which includes without limitation:

- (i) Facility operating expenses associated with the Premises currently estimated at approximately **\$11.00/square foot/annum**, which includes: costs associated with utilities (if any – e.g., heat, hydro, water/sewer) which are directly metered for and/or serve only the Premises, garbage/recycling, janitorial, security monitoring, pest control, monthly/annual inspections, preventative and routine (day-to-day) maintenance, repairs, and common area maintenance (“CAM”) costs (proportionate share).

Note: The Operator is responsible for costs associated with cable, internet and telephone, and will also be required to maintain adequate liability and property (contents) insurance including:
 - A. \$5M Commercial General Liability (CGL) and minimum of \$5M Tenant's Legal Liability (TLL), and naming the City as additional insured;
 - B. Property insurance for tenant's property (contents), and loss of revenue or extra expense and evidencing a subrogation in favour of the City; and,
 - C. City building insurance fee of **\$1.78/square foot/per annum**.
- (ii) City administrative fee of \$2.07/square foot/annum.
- (iii) Capital maintenance/life-cycle replacement (long term recapitalization) of certain interior components associated with the Premises which are the responsibility of the Operator per the SLA.
- (iv) Ancillary space maintenance, including regular maintenance and repair, preventative and capital maintenance of parking space and shared space areas.
- (v) A contribution towards the City's capital maintenance fund of up to \$11.90/square foot/annum. The City's capital maintenance fund is used to cover the lifecycle replacement and maintenance of critical building systems, including but not limited to, heating, ventilation, and air conditioning, plumbing, mechanical systems, elevators, life safety systems (fire alarms and sprinklers), electrical systems, exterior lighting, doors, roof repairs, water and sewer systems, and other building elements. The Operators' contribution to the capital maintenance fund

will be determined by the City in Evaluation Stage 2 (see Section 3.2) and is based on the Operator's financial capacity.

The Operator will be required to submit an annual report including but not limited to a maintenance plan, financial statements, proposed annual budget, and summary of activities. The Operator will also be required to report on annual Public Service Requirements.

(f) Subleasing

The Operator will be responsible for subleasing portions of the space to Subtenants. The Operator will be required to utilize a selection process for Subtenants that is satisfactory to the City's Managing Director of Social Policy and Projects, Arts, Culture and Community Services.

(g) Grants May be Available:

The Operator and/or selected Subtenants may be eligible to apply for operational or program grants through the City of Vancouver's Community Services Core Support Grant Program, or for Social Policy Capital Project Grants. Grant application information can be found online at: <https://vancouver.ca/people-programs/core-support-grants.aspx>

1.9 Partnerships and Collaborations

The City will consider Proposals from organizations that wish to collaborate with other non-profit organizations to share the Premises with the aim of enhancing services to best serve the local community, provide continuity of services, and/or build capacity in the social and cultural non-profit sector. Non-profit organizations applying in partnership should designate one organization as the lead applicant or "Operator" and have already established a clear governance process. A memorandum of understanding (MOU) between the non-profit organizations with clearly defined roles, responsibilities and relationships could be advantageous as part of the initial application, or later during execution of Lease and/or sublease(s).

Section 2: RFP ADMINISTRATION AND PROPOSAL SUBMISSION

2.1 Contact for RFP Communications and RFP Website

Applicants may only communicate with the City about the RFP in writing by email at communityspaces@vancouver.ca (the “RFP Email”).

The City will maintain a website for the administration of the RFP process at: <https://vancouver.ca/people-programs/lease-opportunity-at-485-west-42-avenue.aspx> (the “RFP Site”). Applicants are responsible to check the RFP Site regularly for updates on the RFP process.

2.2 Key Dates

Applicants should note the following key dates for the RFP process. These dates may be subject to change at any time in the City’s discretion.

Event	Time and Date
RFP open date	August 28, 2025
Q&A session (online)	September 10 th , 2025
Closing for Evaluation Stage 1	October 3 rd , 2025

2.3 Questions

Applicants are encouraged to read the RFP documents and submit any questions about the RFP process via email to the RFP Email with subject heading:

RFP: 485 West 42nd Avenue Lease Opportunity

Answers to questions will be provided on VanApply with a link from the RFP Site. The City encourages Applicants to submit questions early to permit time for the City to respond. Questions submitted close to the Closing Time may not receive a response, at the City’s discretion.

2.4 Q&A Session

An online Q&A session will be held September 10th, 2025 at 3:00 pm to enable Applicants to seek clarification from City staff with respect to any aspect of this RFP. Attendance at the Q&A Session is optional. All questions and answers will be posted on the RFP Site. To receive an invitation and meeting login details, please RSVP by sending an email request to the RFP Email.

2.5 Changes to the RFP

The City may amend the RFP or make additions to it at any time ahead of the Closing Time. It is the sole responsibility of Applicants to check the RFP Site regularly for amendments, addenda, and questions and answers in relation to the RFP.

2.6 RFP Closing Time

- (a) To be considered by the City, a Proposal must be received by the City by or before 5:00 pm (Vancouver time) on October 3rd, 2025 (the “**Closing Time**”).
- (b) Amendments to a Proposal may be submitted via VanApply at any time prior to the Closing Time.
- (c) Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- (d) The City will not consider Proposals that are submitted after the Closing Time.

2.7 Submittal of Proposal and Required Documents

Proposals must be submitted to the City via VanApply, in the format requested. Template documents for certain required Proposal documents are provided on VanApply.

Applicants should include all of the following elements in their Proposals:

- (a) Stage 1 Proposal Submittals
 - (i) Declaration that Proposal information is accurate (online declaration);
 - (ii) Signed copy of RFP Legal Terms and Conditions (Appendix A);
 - (iii) Applicant governance and corporate documents, to the extent available, including:
 - Bylaws (or other governing documents);
 - Society constitution (if applicable);
 - Certificate of Existing Insurance;
 - Minutes from previous three AGMs (or since incorporation if the Applicant is less than three years old);
 - Minutes from the past year’s Board meetings;
 - Financial statements for previous three fiscal years;
 - Human resources policies (recruitment, employee relations and protocols);
 - Board conflict of interest guidelines;
 - Board recruitment policies (e.g., length of board term, phasing of renewal if applicable, dedicated positions to groups such as Indigenous, Newcomers, or elders);
 - Board job descriptions;
 - Board of Directors list; and
 - Staff list, including names and roles;
 - (iv) Memorandum of Understanding (if Applicant proposes a partner approach for the Premises);
 - (v) Evidence of support from partnering organizations proposed as part of the Proposal; and
 - (vi) Information on the number of facilities the Applicant currently leases/owns, including description of community programming and occupancy costs for each;
 - (vii) Reference letters from previous and/or current landlords of facilities where Applicant provides community programming, if available.

(b) Stage 2 Proposal Submittals

[Note: Only Shortlisted Applicants will be requested to submit Stage 2 Proposal Submittals. See Section 3.2 below for details.]

- (i) Operational plan, including:
 - Description of proposed operations at Premises and how they relate to Applicant's existing operating model;
 - Details including hours of operation, schedule, staffing plan, governance structure;
 - List of key partners, including both community-based partners, proposed Subtenants and funding partners; and
 - Proposed co-location/subtenancy plan, including description of how such plan would be managed financially and legally.
- (ii) Budget information, including:
 - Start-up budget for first three years of Premises activation, including summary of any additional costs the Applicant will incur for tenant improvements and other upgrades (moveable furniture, A/V, etc.); and
 - Projected budget for a typical 12-month period following the initial three-year operational period.

2.8 Confidentiality and FOIPPA

- (a) The information in Proposals may be disclosed by the City as necessary to carry out the RFP process or as required by law, including disclosures to Vancouver City Council and pursuant to FOIPPA. Applicants are notified that the City is a "public body" under FOIPPA and is therefore subject to its provisions.
- (b) Applicants 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, as further described in Appendix A.
- (c) Each Applicant is responsible for compliance with laws applicable to the collection, use and disclosure of "**personal information**" as such term is defined under FOIPPA. If an Applicant includes any personal information (including resumes) in a Proposal, then by submitting its Proposal the Applicant will be deemed to represent to the City that the Applicant has obtained written consent from the applicable individual(s), including the consent to the indirect collection of personal information by the City, and that the personal information may be forwarded to the City for the purposes of responding to this RFP and may be used by the City for the purposes set out in this RFP. The City reserves the right to require proof of such consent and to reject a Proposal if such consent is not provided as required by applicable law.

Section 3: EVALUATION AND SELECTION PROCESS

3.1 Evaluation Committee and Advisors

Proposals will undergo an evaluation process by a committee composed of City staff (the “**Evaluation Committee**”) from Arts, Culture and Community Services, Real Estate Environment and Facility Management, and Finance. The Evaluation Committee may be assisted by other persons as the Evaluation Committee determines it requires, including technical, financial, legal and other employees or advisors of the City. In the course of receiving such assistance, the City may disclose the contents of a Proposal (including confidential information identified in a Proposal) to such other persons provided they are bound by reasonable obligations of confidentiality relating to such disclosures.

3.2 Evaluation Process

The City will have exclusive control over the RFP evaluation and selection process and the Evaluation Committee’s procedures. The City intends to conduct the evaluation and selection process in stages, as follows:

(a) Evaluation Stage 1 – Capacity Review and Shortlisting

- (i) The Evaluation Committee will compare and evaluate all Proposals based on “Stage 1 Proposal Submittals” (see Section 2.7) and score them based on the “Stage 1 Criteria” (see Section 3.3). The Evaluation Committee will rank Proposals accordingly and based on this ranking will shortlist up to three Applicants (each, a “**Shortlisted Applicant**”) to proceed to the next stage of the evaluation process.

(b) Evaluation Stage 2 – Main Evaluation and Final Ranking

- (i) The City will issue a notice of shortlisting to the Shortlisted Applicants including details related to Stage 2 of the evaluation process. As part of the notice of shortlisting, the City will confirm the level of subsidy (including in-kind subsidy, if applicable) available to the Shortlisted Applicant in relation to its operation of the Premises (if selected).
- (ii) The City will request Shortlisted Applicants to submit their “Stage 2 Proposal Submittals” (see Section 2.7) within a reasonable time after issuance of the notice of shortlisting, as determined by the City.
- (iii) Following receipt of the Stage 2 Proposal Submittals, the Evaluation Committee will compare and evaluate all Proposals and score them based on the “Stage 2 Criteria” (see Section 3.3). The Evaluation Committee may also review and revise the Stage 1 scoring during the Stage 2 evaluation as part of determining the final Proposal score and final ranking of the Shortlisted Applicants.

(c) Notice to Preferred Applicant

- (i) Upon completion of Stage 2 of the evaluation process, the City will issue a notice to the top ranked Shortlisted Applicant indicating that it has been

selected as the preferred Applicant (the “**Preferred Applicant**”) and requesting its participation in the next phase of the RFP process as described in Section 3.5.

3.3 Evaluation Criteria

- (a) The City will evaluate Proposals at each Stage of the evaluation process based on the evaluation criteria and associated weightings set out below.

Table 1 Evaluation Criteria and Weighting

Criteria Description	Weighting (Percentage)
<u>Stage 1 Criteria</u> Administrative, Financial, and Operational Capacity Current Operations Applicant References	50%
<u>Stage 2 Criteria</u> Proposed Programming Proposed Community Partnerships Financial Proposal / Budgets Overall Community Impact	50%
Total	100%

- (b) In evaluating Proposals under the above criteria (for both Stage 1 and Stage 2 evaluation), the Evaluation Committee will consider how the Applicant intends to use the Premises to advance their own mandate and to address relevant City priorities, including with reference to the following relevant factors (not listed in order of importance):
- (i) demonstrate strong financial, administrative, and organizational capacity to operate and program the Premises as the Operator;
 - (ii) ability to provide Applicant financial contribution vs. reliance on City financial subsidy for future capital maintenance of Premises;
 - (iii) ability to provide services that align with and advance City policies and priorities such as the [City’s UNDRIP Strategy](#), [Spaces to Thrive \(S2T\): Vancouver Social Infrastructure Strategy](#) (2021), [Culture|Shift: Vancouver’s New Culture Plan for 2020-2029](#), [The Equity Framework](#) (2021), [The Accessibility Strategy](#) (2022), [The Healthy City Strategy](#) (2014), and [The Framework for City of Reconciliation](#) (2014).
 - (iv) ability to meet the social and cultural needs of Vancouver residents through demonstrated commitments to cultural safety and humility, equity, health and wellness, quality, affordability, and accessibility;
 - (v) proposed offering of social and cultural programs and services to diverse Vancouver communities with applied intersectionality, including working collaboratively with community partners; and

- (vi) viable plan to optimize the use of the Premises for the benefit of the community by applying a co-located, or shared space social service delivery model.

3.4 Reference Checks, Clarifications and Interviews

At any stage of the evaluation process described in Section 3.2, to assist in the evaluation of proposals, the Evaluation Committee may, in its sole and absolute discretion:

- (a) conduct reference checks and background investigations of the Applicant, and any Subtenants proposed in the Proposal, with internal and/or external sources, and consider and rely on any relevant information received from the references and from any background investigations in the evaluation of Proposals;
- (b) seek clarification or additional information from any, some, or all Applicants with respect to their Proposal, and consider and rely on such supplementary information in the evaluation of Proposals; and
- (c) request interviews/presentations with any, some, or all Applicants to clarify any questions or considerations based on the information included in Proposals, and consider and rely on any supplementary information received from interviews/presentations in the evaluation of Proposals.

3.5 Negotiation of Lease and Council Approval

- (a) If selected by the City, the Preferred Applicant 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, and final plans for any further tenant improvements to the Premises.
- (b) The City may negotiate with the Preferred Applicant any aspect of the Lease or the Preferred Applicant’s Proposal. The Preferred Applicant will use good faith commercial efforts to negotiate mutually acceptable terms based on the City’s precedent Lease terms and the Premises-specific terms for the opportunity described in this RFP.
- (c) The Evaluation Committee’s recommendation and final Lease terms require City Council approval and will be put forward in a public report to City Council. If Council approves the recommendation and Lease terms, and the Preferred Applicant meets all applicable City requirements for the offer to Lease, an offer to Lease may be made leading to the execution of a Lease with commencement date after the Premises is completed by the developer and ownership is transferred to the City.
- (d) Notwithstanding the foregoing, the City may:
 - (i) discontinue negotiations with a Preferred Applicant at any time if the City reasonably forms the opinion that a mutually acceptable Lease is not likely to be reached; or

- (ii) revoke an offer to Lease from a Preferred Applicant if the Applicant undergoes any organizational changes that would materially affect the Applicant's ability to undertake the services requested in this RFP in accordance with its Proposal.

Appendix A: Legal Terms and Conditions

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Applicant'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 A apply to, or have the effect of supplementing, any Contract formed between the City and the Applicant or otherwise apply as between the Applicant and the City following the signing of any such Contract.

2 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP, including this Appendix A (except only Sections 7, 8.2 and 10 of this Appendix A, in each case to the extent applicable), the City assumes no legal duty or obligation to the Applicant 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.

3 NO AFFECT ON CITY'S POWERS

Nothing in this RFP will operate 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 exercise and carry out any and all of its powers, rights, duties, and obligations under the Vancouver Charter despite any agreement resulting from this RFP process.

4 INFORMATION DISCLAIMER

Each Applicant will investigate and satisfy itself of every condition that affects the preparation of its Proposal. Each Applicant acknowledges and represents that its investigations have been based on its own examination, knowledge, information and judgment, and not upon any statement, representation or information made or given by the City or any advisor to the City, other than the information properly forming a part of this RFP in accordance with the terms of this RFP. The City accepts no responsibility for any Applicant lacking any information.

5 NO DUTY OF CARE OR FAIRNESS TO THE APPLICANT

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 Applicant or to any of the Applicant's proposed subcontractors 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 Applicant hereby waives and releases the City from all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

6 EVALUATION OF PROPOSALS

6.1 Compliance / Non-Compliance

Any proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all 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 an applicant to adjust its proposal to remedy any such problem, without providing the other applicants an opportunity to amend their proposals.

6.2 Reservation of Complete Control over Process

The City retains complete control over the RFP and Proposal evaluation processes. Accordingly, the City is not obligated to review, consider or evaluate Proposals, or any particular Proposal, and further is not obligated to review, consider or evaluate Proposals, or any particular Proposal, in accordance with the procedures set out in the RFP. 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 Applicants.

6.3 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 Applicants without having any duty or obligation to advise the Applicant or to allow the Applicant to vary its Proposal as a result of such discussions or negotiations with other Applicants or changes to the RFP, any Proposal or proposed agreement, and, without limiting the general scope of Section 6 of this Appendix A, the City will have no liability to the Applicant as a result of such discussions, negotiations or changes.

6.4 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 applicants; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

7 PROTECTIONS OF CITY AGAINST LAWSUITS

7.1 Release and Indemnity by the Applicant

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

- (a) any breach or alleged breach by the City or its officials, agents, or employees of the terms of the RFP;
- (b) any unintentional tort of the City or its officials or employees occurring while conducting the RFP process;
- (c) the Applicant preparing and submitting a 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 resolves to enter into a Contract or not enter into a Contract or any similar agreement,

and further, agrees to indemnify, protect and hold harmless the City and its officials, agents and employees from and against all Losses in respect of any claim or threatened claim by the Applicant or any of its proposed subcontractors relating to any of the circumstances described in paragraphs (a) through (e) above.

7.2 Limitation of City Liability

In the event that, with respect to anything relating to the RFP process (except only and to the extent that the City breaches Section 8.2 of this Appendix A), 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 Applicant or its subcontractors or agents whether at law, in equity, in contract or in tort, or are found liable to the Applicant 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.

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

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

8.2 Applicant's Submission Confidential

Subject to the provisions of the *Freedom of Information and Protection of Privacy Act (British Columbia)*, any other applicable laws, and the City's right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council in relation to this 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 Applicant 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 Applicant at any time (whether before, during or after the RFP process). Furthermore, the Applicant agrees that it has not and must not use or exploit any such non-public documents or information in any manner, except for the express purpose of preparing a Proposal.
- (b) The Applicant 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 Applicant.

9 NO PROMOTION OF RELATIONSHIP

The Applicant 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 Applicant must not use any emblem, mark, or logo of the City without the express prior written consent of the City.

10 CONFLICTS OF INTEREST; COLLUSION; LOBBYING

Conflicts of Interest

- (a) Applicants should disclose to the City any actual or potential conflicts of interest and existing business relationships they may have with the City or any of its elected or appointed officials, employees or representatives.
- (b) If the City, in its discretion, determines that an Applicant's participation in the RFP process creates a conflict of interest, or that the Applicant would be in a conflict of interest if it was awarded the Contract, then the City may, acting reasonably:
 - (i) permit the Applicant to continue in the RFP process if the City determines that the conflict of interest can be resolved;
 - (ii) impose such conditions on the Applicant's continued participation in the RFP process as the City deems reasonable and necessary in the circumstances; or
 - (iii) reject the Applicant's Proposal.
- (c) In making its determination of whether a conflict of interest exists, the City may rely on the Applicant's disclosure and may also rely on any other information obtained by the City.

Collusion

Each Applicant is required to disclose whether the Applicant is competing for purposes of the RFP with any entity with which it is legally or financially associated or affiliated. Each Applicant must also disclose whether it is cooperating in any manner in relation to the RFP with any other Applicant responding to the RFP. The City will evaluate each matter disclosed to determine whether and to what extent the Applicant can be given consideration in the RFP considering the matter.

Lobbying

Each Applicant is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the Applicant or any of its proposed subcontractors: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; or, (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of its Proposal, to influence the outcome of the RFP process. The City will evaluate each matter disclosed to determine whether and to what extent the Applicant can be given consideration in the RFP considering the matter.

11 GENERAL

- (a) All of the terms of this Appendix A 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 Applicant and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix A will not affect the validity or enforceability of any other provision of this Appendix A, which will remain in full force and effect.
- (c) The Applicant now assumes and agrees to bear all costs and expenses incurred by the Applicant in preparing its Proposal and participating in the RFP process.

- (d) The Applicant consents to the City contacting any references named by the Applicant in the Proposal.

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

Signature of authorized signatory for the Applicant

Name and Title

Signature of authorized signatory for the Applicant

Name and Title

Appendix B: Project Rendering and Reference Drawings

1. Rendering of approved Project



2. 485 West 42nd Avenue Leasable Area Plan.



TEST FIT PLAN V5
APRIL 12, 2022

CAMBIE NPO HUB

[illegible]

CAMBIE NPO HUB