# REQUEST FOR PROPOSALS

**Lease Opportunity:**

**Social Non-profit Office Space**

**#330 – 111 W Hastings Street, Vancouver, BC**

**Issued by:**

**Social Policy and Projects**

**Arts, Culture and Community Services**

**City of Vancouver**

**Issuance Date: [November 3, 2026]**

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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 non-profit organizations (each, an "**Applicant**") who are interested in engaging with the City for a lease (the "**Lease**") as the tenant and operator (the "**Operator**") of an approximately 4,755 square foot office space at #330 – 111 West Hastings Street, Vancouver, British Columbia (the "**Premises**").

The Premises is intended to function as office/administrative space for a non-profit social service provider. The Operator may sublease portions of the space to other Vancouver-based social serving non-profits on a nominal or cost-recovery basis with prior consent from the City.

This RFP is open to any non-profit organization (NPO) providing social services to Vancouver residents and with capacity to assume the financial and organizational responsibilities of a lease. 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means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as it may be amended or superseded from time to time;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 office space at #330 – 111 West Hastings Street, 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**" is an organization who rents all or part of a property from the original tenant, rather than directly from the property owner or landlord; 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 registered non-profit society, community service co-op or social enterprise wholly owned by a 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 non-profit 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 the above-listed minimum requirements may be disqualified from this RFP process, at the City's sole discretion.

## 1.4 Project Background and Opportunity

Woodward's mixed-use urban redevelopment in the Downtown Eastside (DTES) is comprised of the Woodward's Heritage Building repurposed as office space and a childcare center, two residential towers, nonmarket housing, educational and cultural space for Simon Fraser University, an atrium, ground-level retail space and an outdoor plaza, within a 2.32-acre site.

In the repurposed Heritage Building, the City has over 21,000 square feet of community amenity space which includes office space for non-profit tenants. Current tenants include social and cultural non-profit organizations: EMBERS, Minerva Foundation, Vancouver Community Network, and Kokoro Dance Theatre Society. A 4,755 square foot space (Unit #330) that was formerly occupied by 211 British Columbia Services Society (BC211) is currently available for lease.

The City's intention is to provide a long-term lease for the Premises to a Vancouver-based social-serving non-profit organization (the "Operator"), for a nominal base rent plus responsibilities for ongoing building operating and maintenance costs as outlined in the Service Level Agreement (SLA) posted to the RFP site.

## 1.5 Policy Background and Context

The City supports social NPOs to provide valuable community programs and services to Vancouver residents. The non-profit sector is facing 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 services within Vancouver.

Provision of subsidized social facility space aligns with a number of City strategies such as: *Spaces to Thrive (S2T): Vancouver Social Infrastructure Strategy (2021), The Equity Framework (2021), The Accessibility Strategy (2022), The Healthy City Strategy (2026)*, and *The City of Vancouver's UNDRIP Strategy (2022).*

### 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 guiding the City's 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.

## 1.6 Premises Details

The Premises is located on the 3rd floor of the Woodwards Heritage Building, situated in the Woodwards mixed use urban development at 111 W Hastings Street.

As per BOMA Standard Method (1996) the rentable area of the Premises is deemed to be 4,755 square feet (useable floor area of 4,030 square feet multiplied by a gross-up conversion factor of 1.18 (18%)).

The Premises has a finished interior and will be made available “as is where is”.

The Premises is best suited for a single tenant operator. In consultation with the City, space within the unit may be subleased to Vancouver-based social service organizations on a cost recovery basis, balancing sustainability with affordability. This process would require tenanting considerations for social services organizations from Indigenous communities and diverse or historically underrepresented communities and reflect the social and cultural needs of the neighbourhood and City.

**Summary of Premises**

| | |
|---|---|
| Civic Address and Location | #330 – 111 W Hastings Street, Vancouver (Woodwards Building) |
| Neighbourhood and Area Plan | Downtown Eastside Local Area Plan (2014) |
| Current Project Status | Complete |
| Expected Occupancy | Q2 - 2027 |
| Size of amenity space | 4,755 square feet rentable area on Level 3, accessed by common elevator and stairs |
| Potential # Office Workstations | See Appendix B – Floor Plan (with furniture) |
| Designated Parking and End of Trip Amenities | Designated parking is not provided. Access to End of Trip facilities and bike storage is available. |
| Garbage, Recycling and Loading | Access to garbage, recycling and loading available in common area. |
| Condition of space | Turnkey (as is where is); Operator responsible for addition of loose furnishings, AV (audio visual) and special equipment |

## 1.7 Project Rendering and Reference Drawings

Attached as Appendix B

- Woodwards Level 3 Layout Plan

## 1.8 Outline of Basic Lease Terms and Operator Responsibilities

### (a) Intended Use

This facility is primarily intended for non-profit office and administrative functions with potential for ancillary programing or service delivery for the benefit of Vancouver residents.

**(b) City Standard Lease Terms**

Subject to Council approval, 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 facility space at #330 – 111 West Hastings Street 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 another rent amount applicable to social and cultural non-profit entities occupying City buildings or space is established by City Council approved policy, then such amount will be the rent applicable.

**(c) Furnishing, Start-up and Tenant Improvement Costs**

The Operator will be responsible for 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.

**(d) Organizational Costs**

The Operator will be responsible for all organizational, programming and administration costs. The Operator may, with City approval, sublease portions of the Premises to other social serving non-profit organizations on a cost recovery basis.

**(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 paid to the City, assessed annually: **$13.50/square foot/annum** (2026). The fee covers the following: 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, 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.

The operator will 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 **$0.06/square foot/per annum**.

(ii) City administrative fee of **$6000/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) 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 annually on Public Service Requirements.

**(f) Subleasing**

Should the Operator wish to sublease portions of the Premises prior City approval from the Managing Director of Social Policy and Projects – Arts, Culture and Community Services will be required.

**(g) Grants May be Available:**

The Operator may be eligible to apply for operational or capital 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/community-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 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-111-west-hastings-street.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 at the City's discretion.

| **Event** | **Time and Date** |
|---|---|
| RFP open date | November 3rd, 2026 |
| Q&A session (online) | November 24th, 2026 (10:00am-12:00pm) |
| Closing for Evaluation Stage 1 | December 31st, 2026 |

## 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: 111 West Hastings Lease Opportunity**

Answers to questions will be provided on VanApply and 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 November 17th to enable Applicants to seek clarification from City staff with respect to 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 or before 5:00 pm (Vancouver time) on December 31st, 2026 (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 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;
- Approved budgets and actuals from 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 (if Applicant proposes a partner approach for the Premises);
(vi) Information on the number of facilities the Applicant currently leases/owns, including description of community programming and occupancy costs for each; and

(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 the Applicant's existing operating model;
- Details including hours of operation, schedule, staffing plan, governance structure;
- List of key partners, including both community-based partners and funding partners, and proposed Subtenants (if applicable); and
- If applicable, proposed co-location/subtenancy plan, including description of how such plan would be managed financially and legally.

(ii) Budget information, including:
- Operating budget for year one of the lease, including any anticipated one-time costs the Applicant will incur for tenant improvements, equipment (moveable furniture, A/V, etc.), or other aspects of the start-up process; and
- Forecast 3-year budget.
- Please review the *Social Facility Budget Template* posted to VanApply.

## 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 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. While 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 Stage 2 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 weighting set out below.

**Table 1 Evaluation Criteria and Weighting**

| Criteria Description | Weighting (Percentage) |
|---|---|
| **Stage 1 Criteria**<br>Administrative, Financial, and Operational Capacity<br>Current Operations<br>Applicant References | 50% |
| **Stage 2 Criteria**<br>Proposed Programming<br>Financial Proposal / Budgets<br>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, the City of Vancouver's Reconciliation Framework (2014), Equity Framework (2021), the Healthy City Strategy (2026), the Accessibility Strategy (2022), and Spaces to Thrive: Vancouver Social Infrastructure Strategy (2021);

(iv) ability to meet the social 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 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

### 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 the 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 plans for any 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 on a mutually agreed upon date.

(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

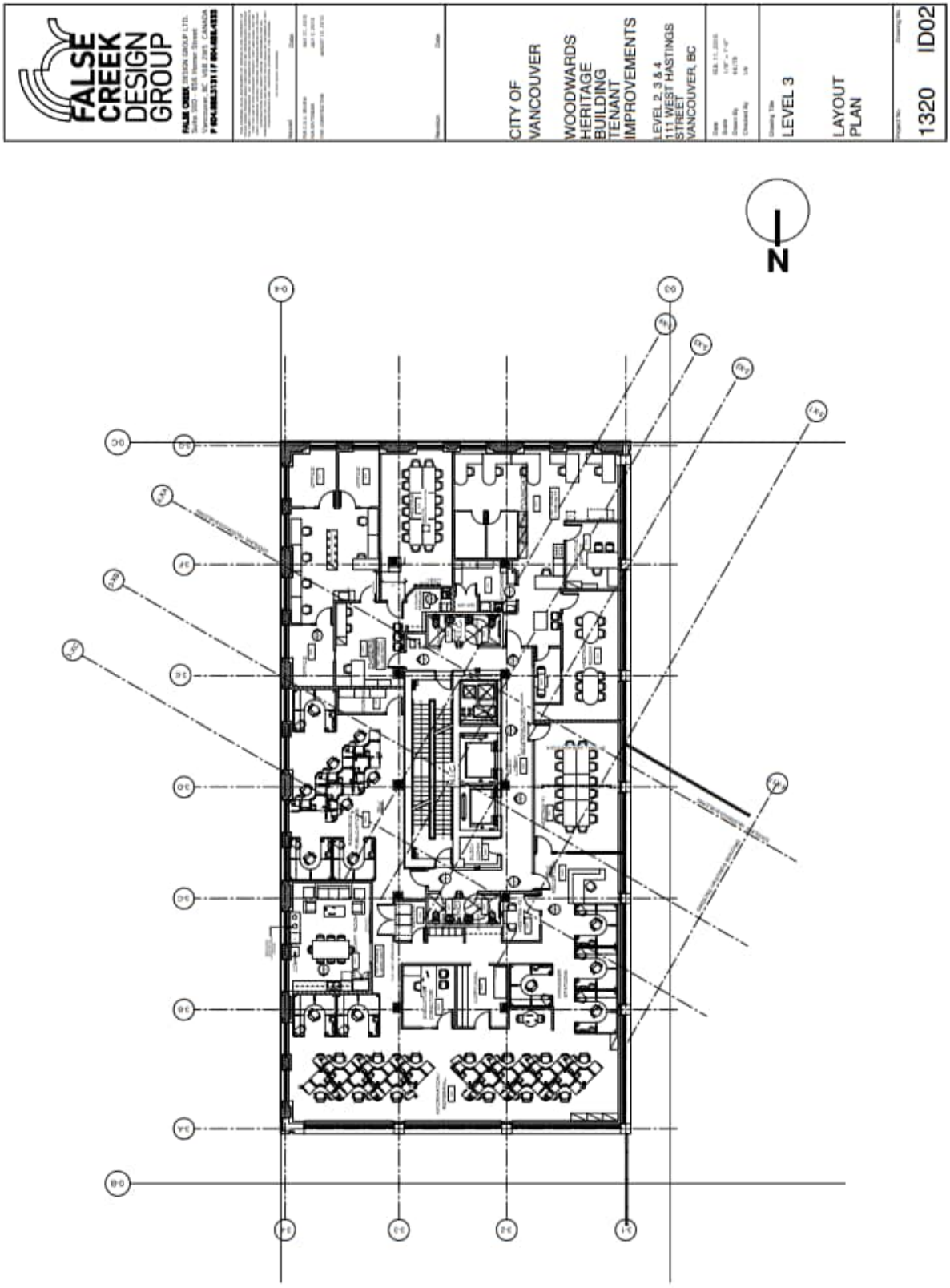
_____

Signature of authorized signatory for the Applicant

_____

Name and Title

## Appendix B: #330 – 111 W Hastings Floorplan



## Appendix B: #330 – 111 W Hastings Floorplan (continued)

