



REQUEST FOR PROPOSAL

OPERATOR SELECTION FOR THE PROVISION OF AFFORDABLE
RENTAL HOUSING ASSOCIATED WITH THE
REDEVELOPMENT OF FIRE HALL No. 5
3090 E 54TH AVE, VANCOUVER

RFP No. PS20130493

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Issue Date: May 30, 2013

Issued By: City of Vancouver



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PART A - INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 This Request for Proposal (the "RFP") provides an opportunity to submit Proposals for review by the City and, depending on the City's evaluation of Proposals, among other factors, to potentially negotiate with the City to enter into agreements with the City relating to the subject matter of the RFP. EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO PART C OF THE RFP: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.
- 1.2 The RFP concerns the City's interest in procuring suitable arrangements with a non-profit housing society or co-operative for the operation of an affordable rental housing project contemplated in connection with the redevelopment of the City's Fire Hall No. 5 at 3090 E. 54th Avenue in Vancouver. Details of the City's objectives and requirements to which the RFP relates are set out in Part B and in Annex 1 of the RFP. The City welcomes Proposals with innovative or novel approaches to the City's objectives and requirements.
- 1.3 The City is interested in selecting a single Proponent with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent after consideration of all Proposals received and then to enter into negotiations with that Proponent, which will conclude in the execution of a lease and an operator agreement between the Proponent and the City for the operation of the affordable rental housing project contemplated. However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.4 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City's sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 7 below, among others.
- 1.5 NO BID SECURITY IS REQUIRED FROM PROPONENTS IN CONNECTION WITH THE SUBMISSION OF PROPOSALS BECAUSE NO PROPOSAL WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY A PROPONENT TO THE CITY. THE LEGAL OBLIGATIONS OF A PROPONENT THAT WILL ARISE UPON THE SUBMISSION OF ITS PROPOSAL WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED UNDER THE HEADING "LEGAL TERMS & CONDITIONS" IN APPENDIX 1 TO THE PROPOSAL FORM (PART C).
- 1.6 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.7 Certain capitalized terms used herein but not defined where first used are defined in Section 12 below.
- 1.8 The RFP consists of four parts and two annexes:
- (a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.
 - (b) PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS: This part describes the subject matter of the RFP, in respect of which the City invites Proposals. This part also stipulates the information that must be contained in each Proposal.

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- (c) PART C - PROPOSAL FORM: This part consists of the Proposal Form to be completed by each Proponent in connection with its Proposal. Each Proposal must be submitted under the cover of a duly completed and executed Proposal Form.
- (d) PART D - FORM OF AGREEMENT: This part is incomplete as of date of issuance of the RFP, but it is expected that it will be completed by way of an amendment to the RFP within a reasonable time in advance of the date scheduled for the Information Meeting discussed below. With the amendment, Part D to the RFP will contain a form of operator agreement which the City contemplates will be entered into between the City and a successful Proponent(s), if any. (Note: The form of lease agreement to be used in conjunction with an operator agreement, in the event a Proponent is selected pursuant to the RFP to act as operator for the housing project contemplated, will not be included with the RFP, but will be presented to a successful Proponent if and when a Proponent is selected.)
- (e) SCHEDULE 1: Detailed Requirements.
- (f) SCHEDULE 2: Certificate of Existing Insurance.

2.0 KEY DATES

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for submission of Information Meeting registration form (Appendix 1 to this Part A)	3:00pm, Monday, June 10, 2013
Information Meeting	11:30am, Wednesday, June 12, 2013
Deadline for Enquiries	3:00pm, Tuesday, June 18, 2013
Closing Time	3:00pm, Tuesday, June 25, 2013

2.2 All references to time in the RFP are references to the time in the City of Vancouver, as shown on the clock used by the City for the purposes of requests for proposals.

3.0 CONTACT PERSON

3.1 All enquiries regarding the RFP must be addressed to:

Philip Lai, P. Log, SCMP,
Buyer II
philip.lai@vancouver.ca

3.2 All enquiries must be made in writing by email. In-person or telephone enquiries are not permitted.

4.0 SUBMISSION OF PROPOSALS

4.1 Proponents must submit their Proposals in writing on or before the time and date specified in the bottom row of the table in Section 2.1 above (the "Closing Time").

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- 4.2 Each Proponent must submit its Proposal in an envelope clearly marked with the Proponent's name and the RFP title and number ("Operator for Affordable Housing Associated with Fire Hall No. 5; PS20130493") to the following address:

City of Vancouver
Supply Management
453 West 12th Avenue
Vancouver, British Columbia
Canada, V5Y 1V4

Notwithstanding the foregoing, envelopes submitted by courier or otherwise in-person should be delivered to:

Information Desk, Main Floor Rotunda,
Vancouver City Hall
453 West 12th Avenue
Vancouver, British Columbia
Canada, V5Y 1V4

- 4.3 To be considered by the City, a Proposal must be submitted under the cover of a Proposal Form, completed and duly executed by the relevant Proponent, including Appendix 1 thereto.
- 4.4 Proposals must not be submitted by fax or email.
- 4.5 Amendments to a Proposal may be submitted in the same manner as the original Proposal, at any time prior to the Closing Time.
- 4.6 Proposals should be bound by a clip. Please NO three-ring binders. The City requests that three (3) hard copies and one (1) digital copy (on a CD/DVD/flashdrive) of each Proposal (or amendment) be submitted, though it is not necessary to submit more than one copy of the Proposal Form.
- 4.7 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.8 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.9 Unnecessarily elaborate Proposals are discouraged. Proposals should generally be limited to the items specified in Part B of the RFP.
- 4.10 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the RFP, provided that they disclose the names of all members of the consortium and all members complete and execute a Proposal Form (Part C). The respective roles contemplated for all members must be clearly identified and explained in the Proposal.
- 4.11 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City's sole discretion.
- 5.0 **CHANGES TO THE RFP AND FURTHER INFORMATION**
- 5.1 The City may amend the RFP or make additions to it at any time.

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- 5.2 It is the sole responsibility of Proponents to check the City's website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2
- 5.4 A mandatory information meeting will be held to enable Proponents to seek clarification with respect to any aspect of the RFP in a group forum (the "Information Meeting"). The details are as follows:
- Date: as specified in Section 2.1 above.
- Time: as specified in Section 2.1 above.
- Location: Town Hall, Main Floor Vancouver City Hall, 453 West 12th Avenue.
- 5.5 Potential Proponents are encouraged to read the RFP and submit any questions relating to the RFP to the Contact Person prior to the Information Meeting.
- 5.6 Proponents must pre-register for the Information Meeting by completing and submitting the form contained in Appendix 1 to this Part A, by fax to 604-873-7057, or by e-mail to philip.lai@vancouver.ca, on or before the time and date specified in Section 2.1 above.
- 5.7 The City will in good faith attempt to give accurate oral responses to questions posed during the Information Meeting but Proponents are advised that they may only rely on the written information contained herein or in documents posted to the City's website, as described in Section 5.1 above.][NOTE: Delete Sections 5.4-5.7 if there will not be an information meeting.]
- 6.0 CONTRACT REQUIREMENTS
- 6.1 In addition to addressing the other requirements of Part B hereof, each Proponent must indicate in its Proposal the extent to which the Form of Agreement included as Part D hereof is consistent with its Proposal. If the Proposal is inconsistent with any part of the Form of Agreement, the Proponent must so state and must propose alternative contract language as part of its Proposal.
- 6.2 If the head office of a Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, the execution of any Agreement will be contingent upon the Proponent having a valid City of Vancouver business license.
- 7.0 EVALUATION OF PROPOSALS
- 7.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.
- 7.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives to determine which Proposal(s) offers the best overall value to the City based on, among other things, proposed rental affordability goals, operational viability of Proposal, proposed Proponent funding contribution for the project, innovation in the Proposal, sustainability benefits to be achieved by the Proposal and other factors, including, but not limited to, Proponents':

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- (a) ability to meet or exceed the Requirements (as defined in Part B) as and when required, or ability to otherwise satisfy the City's objectives and requirements;
- (b) skills, knowledge and previous experience;
- (c) business reputations and capabilities;
- (d) financial and operational capacities; and
- (e) ability to meet the City's insurance requirements.

Certain other evaluation criteria may be set out in Part B or elsewhere in the RFP.

- 7.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.
- 7.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 7.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
- 7.6 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability and financial capacity for the project. Proponents may be asked to provide audited financial statements prepared by an accountant and covering at least the prior two years.
- 7.7 The City is not under any obligation to approve any Proposal and may elect to terminate the RFP at any time.
- 7.8 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to:
- (a) accept any Proposal;
 - (b) reject any Proposal;
 - (c) reject all Proposals;
 - (d) accept a Proposal which is not the lowest-price proposal;
 - (e) accept a Proposal that deviates from the Requirements or the conditions specified in the RFP;
 - (f) reject a Proposal even if it is the only Proposal received by the City;

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- (g) accept all or any part of a Proposal;
- (h) split the Requirements between one or more Proponents; and
- (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time.

Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

- 7.9 Prior to accepting any Proposal(s), the City might consider whether in its view Proponents whose Proposals it might view favourably, if any, are in good standing with the City in respect of any other dealings, contractual or otherwise, with the City, and the City might reject Proposals from Proponents which in its view are not in good standing in that respect.

8.0 SUSTAINABILITY

- 8.1 The City's Ethical Procurement Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/prepare-your-bid.aspx> align the City's overall approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. To the extent applicable, the Ethical Procurement Policy will be referred to in the evaluation of Proposals, and any successful Proponent will be expected to adhere to the Supplier Code of Conduct.

- 8.2 Proponents are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supply materials, and where such materials may cause adverse environmental effects, the Proponent is to indicate the nature of the hazard(s) in its Proposal. Furthermore, the Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

9.0 CERTAIN APPLICABLE LEGISLATION

- 9.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.
- 9.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

10.0 LEGAL TERMS AND CONDITIONS

- 10.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Appendix 1 to the Proposal Form (Part C). Except where expressly stated in such Appendix 1: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.

- 10.2 Potential Proponents should review Appendix 1 to the Proposal Form carefully before submitting a Proposal. Among other things, potential Proponents must note that:

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- (a) Except for limited duties in respect of the protection of confidential information and the resolution of legal disputes (as fully specified in Appendix 1 to the Proposal Form), the City does not have, and will not have, any legal obligations to a Proponent or to any proposed subcontractor of that Proponent in respect of the RFP or that Proponent's Proposal until such time as an Agreement is entered into with that Proponent.
- (b) 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.
- (c) Except only and to the extent that the City is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly release the City, its officials, its agents and its employees from liability for any losses incurred by the Proponent.
- (a) Except only and to the extent that the City is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly indemnify and hold harmless the City, its officials, its agents and its employees from and against losses in respect of any claim or threatened claim against any of them.
- (b) Except with respect to the City's duties in respect of a Proponent's confidential information, even to the extent the city is found to have breached any duty to the Proponent, if any, the liability of the City, its officials, its agents and its employees to the Proponent will be limited to \$100.
- (c) With limited exceptions set forth in such Appendix 1 to the Proposal Form, any dispute between the City and a Proponent will be subject to arbitration.
- (d) All RFP-related documents provided to any Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (e) The documentation containing any 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.
- (f) The City will treat any Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information, subject, however, to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) 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 or announcing the results of the RFP to Proponents.
- (g) Proponents must 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 a Proponent at any time (whether before, during or after the RFP process). Furthermore, each Proponent must agree to not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (h) Each Proponent must waive any rights to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and must agree 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

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other submissions), including, without limitation, records relating only to the Proponent.

- (i) Each Proponent must disclose whether any officer, director, shareholder, partner or employee of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest is:
 - i. an elected official or employee of the City; or
 - ii. related to or has any business or family relationship with any elected official or employee of the City,

in each case such that there could be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the Proponent's Proposal by the City.

- (j) Each Proponent must disclose whether the Proponent or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party.
- (k) Each Proponent is required to disclose whether the Proponent has any affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of the RFP; and whether the Proponent is competing for purposes of the RFP process with any entity with which it is legally or financially associated or affiliated.
- (l) Each Proponent is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the Proponent 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.
- (m) A 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. Each Proponent must undertake not to use the name, official emblem, mark, or logo of the City without the express prior written consent of the City.

11.0 DEFINITIONS

11.1 In the RFP, the following capitalized terms have the following meanings:

- (a) "Agreement" means a contract entered into between the City and a successful Proponent, if any, following the conclusion of the RFP process, which contract is expected to be in substantially the same form as the Form of Agreement;

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- (b) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter;
 - (c) "Form of Agreement" means the form of agreement contained in Part D of the RFP;
 - (d) "Proponent" means an entity, which is not, by the terms hereof, restricted from submitting a Proposal, and which does submit a Proposal;
 - (e) "Proposal" means a proposal submitted in response to the RFP; and
 - (f) "Proposal Form" means the form contained in Part C of the RFP.
- 11.2 All other capitalized terms used in the RFP have the meanings given to them elsewhere in the RFP.

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APPENDIX 1 TO PART A



FINANCIAL SERVICES GROUP
Supply Management

Re. Request for Proposal No. PS20130493, OPERATOR SELECTION FOR AFFORDABLE HOUSING ASSOCIATED WITH FIRE HALL No. 5

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

Philip Lai, P.Log, SCMP
City of Vancouver
Fax: 604-873-7057
Email: philip.lai@vancouver.ca

Proponent's Name: _____

Address: _____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____ Incorporation Date: _____

Our company WILL / WILL NOT attend the information meeting for Request for Proposal No. PS20130493, OPERATOR SELECTION FOR AFFORDABLE HOUSING ASSOCIATED WITH FIRE HALL No. 5.

Signature

Name of Authorized Signatory

E-mail Address

Date

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PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS

1.0 CITY REQUIREMENTS

1.1 The City has the following objectives and requirements (together, the “Requirements”):

- (a) To identify and enter into agreements (lease and operating) with an experienced Proponent for the operation of an affordable rental housing project contemplated in connection with the redevelopment of the City’s Fire Hall No. 5 at 3090 E 54th Avenue (the “Development”).
- (b) To receive information from each Proponent detailing a proposed affordable rental housing program for the affordable housing component of the Development (including, without limitation, tenants or, for a co-op, members to be served, income mix and rental unit types contemplated and rental affordability achievements envisioned), any Proponent funding contribution proposed for the project, compatibility of the Proposal with fire hall activities and the proposed duration of affordable housing project lease/operating agreements. Note: The City typically provides 60-year leases for affordable housing projects, but, if appropriate, will consider a longer term.
- (c) Further information regarding the Requirements is contained in Annex 1 to the RFP.

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

2.0 ITEMS TO BE ADDRESSED IN EACH PROPOSAL

2.1 Each Proposal must have: (i) a title page that clearly indicates the name of the Proponent and the general nature of the Proposal; (ii) a detailed table of contents; and (iii) an executive summary no more than one page long.

2.2 Each Proposal must contain a section titled “Technical Proposal,” which should address the Requirements. This section of the Proposal should be divided into paragraphs that correspond to the numbered paragraphs of the foregoing Section 1 of this Part B and the numbered paragraphs/sections of Annex 1 to the RFP.

2.3 Each Proposal must contain a section titled “Proponent Overview,” which must provide a description of the Proponent’s company, purpose and history of successes.

2.4 Each Proposal must contain a section titled “Key Personnel,” which must identify and provide professional biographical information for the key personnel that would perform the Proponent’s work, outlining their intended roles in meeting the Requirements. If appropriate, also include a complete organization chart, identifying all roles and areas of responsibility.

2.5 Preference may be given to Proponents and proposed personnel that demonstrate knowledge and experience involving the operation of the affordable rental housing program proposed. Each Proponent should make clear in its Proposal its relevant knowledge and experience, and that of its proposed personnel.

2.6 Each Proposal must contain a section titled “References,” which should provide names and contact information for approximately three parties for whom the Proponent has done work in the past.

2.7 The City is committed to environmental and socio-economic sustainability. Therefore, each Proposal must contain a section titled “Sustainability,” wherein the Proponent should describe

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the environmental and socio-economic sustainability aspects of its Proposal. Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative or novel approaches to the City's objectives and requirements and may consider value-creating Proposals that deviate from the Requirements. Each Proposal must contain a section titled "Deviations and Variations," in which the Proponent should: (i) note proposed deviations or variations from the terms and conditions set out in the RFP or from the Requirements, even if such deviations or variation are also noted elsewhere in the Proposal; and (ii) detail proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, the Proponent must state that its Proposal is fully consistent with the Form of Agreement.

- 2.8 Each Proponent should note Section 9 of Appendix 1 to Part C and should include in its Proposal a section entitled "Conflicts; Collusion; Lobbying" as necessary.
- 2.9 The sections of each Proposal should be arranged in the order in which they are referred to in this Part B. Proponents should avoid, to the extent possible, the inclusion of other top-level Proposal sections.
- 2.10 Each Proponent must submit with its Proposal a Certificate of Existing Insurance, in the form of Annex 2 to the RFP, duly completed and signed by its insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement should the Proponent be selected as a successful Proponent. Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.
- 2.11 Each Proponent must submit with its Proposal proof of valid WorksafeBC registration and coverage pursuant to the *Workers Compensation Act*. The successful Proponent, if any, will be required as set out in the Form of Agreement to maintain workers compensation coverage in respect of all workers, employees and others engaged by it in any work in or upon the housing project site as required under the *Workers Compensation Act*.

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PART C - FORM OF PROPOSAL LETTER

PROPOSAL FORM

RFP No. PS20130493, OPERATOR SELECTION FOR AFFORDABLE HOUSING ASSOCIATED WITH FIRE
HALL No. 5 (the "RFP")

Proponent's Name: _____
"Proponent"

Address: _____

Jurisdiction of Legal Organization: _____

Date of Legal Organization: _____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____

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

The Proponent further acknowledges that it has read and agreed to the Legal Terms & Conditions attached as Appendix 1 hereto and has separately executed such Appendix 1. .

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

APPENDIX 1 TO PROPOSAL FORM

LEGAL TERMS AND CONDITIONS

1. APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

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

2. DEFINITIONS

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

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent 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 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposal No. PS20130493, as amended from time to time and including all addenda.

3. NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 11 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

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.

5.2. Reservation of Complete Control over Process

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

5.3. Discussions/Negotiations

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

5.4. Acceptance or Rejection of Proposals

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

6. PROTECTION OF CITY AGAINST LAWSUITS

6.1. Release by the Proponent

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

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the

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City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))

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

6.2. Indemnity by the Proponent

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

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

6.3. Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7. DISPUTE RESOLUTION

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

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 1 will:

- (i) bind the City, the Proponent and the arbitrator; and
- (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

8. PROTECTION AND OWNERSHIP OF INFORMATION

8.1. RFP and Proposal Documents City's Property

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

8.2. Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) 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 CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

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

The Proponent confirms and warrants that there is no officer, director, shareholder, partner or employee of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with any elected official or employee of the City,

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in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled “Conflicts; Collusion; Lobbying” in the Proposal.

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

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

9.3. Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent has no affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of the RFP; and
- (b) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated,

in each case, except as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal.

9.4. Declaration as to Lobbying

The Proponent confirms and warrants that:

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

in each case as set out, in all material detail, in a separate section titled “Conflicts, Collusion, Lobbying” in the Proposal.

10. 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.

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PART C - FORM OF PROPOSAL LETTER

11. GENERAL

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

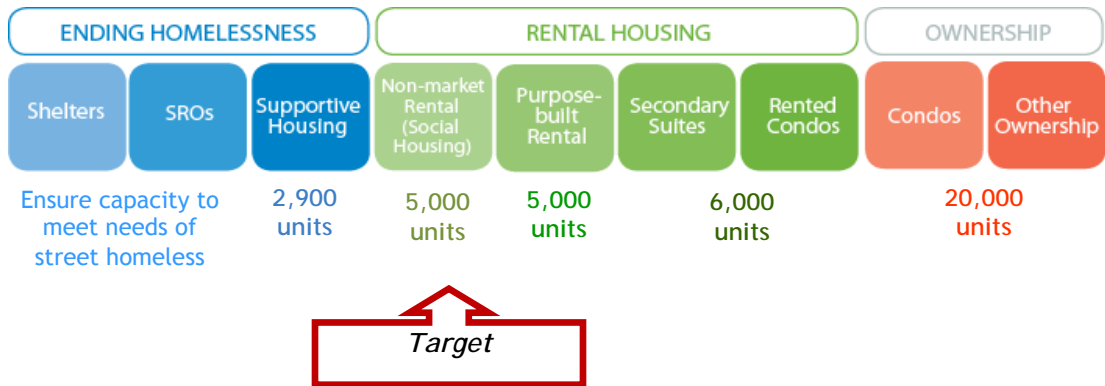
Date

REQUEST FOR PROPOSAL NO. PS20130493
OPERATOR SELECTION FOR AFFORDABLE HOUSING ASSOCIATED WITH FIRE HALL No. 5
PART D - FORM OF AGREEMENT

To be added prior to Information Meeting by way of amendment to the RFP

1.1 Background and Context

The “*Housing and Homelessness Strategy 2012-2021*”, (the “Strategy”) is the guiding document for addressing housing solutions in Vancouver. Of particular relevance for this RFP is the direction to increase the supply of affordable rental housing through the City’s use of its resources, including land, capital grants, incentives and other resources to assist and participate in the creation of and to demonstrate leadership in supporting partnerships for new affordable rental housing projects. The Strategy sets out targets along the housing continuum.



The City envisions for this project that a successful Proponent will take a long-term lease of and enter into an operating agreement for the operation of the affordable rental housing facility contemplated as part of the re-development of the City’s Fire Hall No. 5. The City will manage the construction of the project, including both the fire hall re-development and the affordable rental housing facility contemplated in association with it, but the City is interested in receiving Proposals by which Proponents will propose to provide input regarding the design of and to make a funding contribution to the affordable rental housing component. It is anticipated that the lease the City will grant to a successful Proponent for the operation of the affordable rental housing facility contemplated will be provided at a below-market-value rental rate in order to maximize the level of rental affordability to be achieved with the project. It should be noted that, because a below-market-value rental rate for a lease of City property is considered to be a grant under the *Vancouver Charter*, the City may enter into a lease agreement in these circumstances only with a not-for-profit housing provider which can qualify as a grant recipient under the *Vancouver Charter*.

1.2 City Objectives

The City seeks to continue to implement innovative solutions to address the need for affordable rental housing in Vancouver through the creation of below-market-rate rental housing. As such, key objectives of this RFP are to identify an interested party to provide:

- (a) rental housing with a deep and protected level of affordability for Vancouver residents, without operating subsidies from the City;
- (b) expedited delivery of affordable rental units;
- (c) an innovative approach for deep levels of affordability across a maximum number of units; and
- (d) a well-designed residential building to optimize livability for tenants or co-op members and compatibility with Fire Hall uses.

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SCHEDULE 1 - SCHEDULE OF DETAILED REQUIREMENTS

1.3 The Site

The current user of the land at 3090 E. 54th Avenue is the Vancouver Fire and Rescue Services. The City intends to construct a new fire hall there and wishes to add an affordable housing facility above it. The site is located across from a shopping centre, on an arterial street with transit service.

It is expected that the fire hall will be designed to be an approximately 7,000 sq. ft. grade level structure on which a three storey wood-framed housing structure can be built. Additionally space will be allocated within the development for an elevator and two stairwells to connect the housing units to the grade level. Other than the entrance area, however, there is no additional space at grade available to the housing residents. It is anticipated that, depending on the type and size of units, up to 29 housing units could be created. The City envisions that a successful Proponent will participate in the design process for the project, working with the City's architects for the project, Johnston Davidson Architecture and Planning Inc. (JDA), so as to be able to realize as much as possible the Proponent's vision for the affordable housing component within the parameters of existing design constraints.

JDA have done a feasibility study to determine an approximate size of and cost of a housing project added above the fire hall.



JDA's study was premised on a mix of bachelor and 1 bedroom units, but other unit types will be considered.

Parking for the study was limited to 5 spaces, but there is the possibility of adding 4 more spaces if required by a successful Proponent's Proposal. The maximum number of parking spaces which can be allowed for the housing component on this site will be 9.

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SCHEDULE 1 - SCHEDULE OF DETAILED REQUIREMENTS

The combined fire hall-housing project will be a registered LEED™ Gold project. Since the housing is being built as part of the fire hall it must be designed to post-disaster structural standards.



firehall + housing massing study

Summary of Feasibility Study:

Suites:	11 one bedroom @ 600 sq ft 18 bachelor @ 400 sq ft
Amenity & Support Spaces:	Amenity room, shared laundry, office, janitor's closet
Parking:	8 interior, 1 exterior
Gross Area:	20,000 sq ft Area includes stairwells to grade, and main floor lobby; it does not include the basement spaces including the lobby, storage for building manager and service rooms.
Maximum Area of Building Platform:	6978 sq ft
Cost of housing component:	\$6M includes escalation to mid-2014, soft costs and contingency

Notes

- The forgoing was created for costing purposes only; smaller unit sizes and different unit types, such as two-bedroom units, will be considered.
- The City will be responsible for the management of the construction for the project, including both the fire hall re-development and the construction of the affordable rental housing facility contemplated in conjunction with it.

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SCHEDULE 1 - SCHEDULE OF DETAILED REQUIREMENTS

- The City is willing to contribute to payment of the costs of construction of the affordable rental housing component of the project, with the amount of its contribution to be determined with reference to a successful Proponent's proposed funding and/or financing arrangements for those costs.
- The City will not provide any operating subsidies or financial guarantees to or for the affordable rental housing project.
- Unless eligible for property tax relief (e.g. Class 3 Supportive Housing), all Proposals should take into account the fact that property taxes or additional rent in lieu of property taxes will be payable under the lease.

1.4 Project Management

The City will engage the consultants and contractors necessary and provide for a project manager for the design and construction of the development, including both the fire hall and the affordable rental housing components.

All Proposals should provide the housing unit mix Proponents propose for the affordable rental housing project and descriptions of all amenity and support spaces required for it, and the selected Proponent, if any, will, with the support of and in consultation with the City's design consultants, provide the City with detailed design sketches for the Proponent's Proposal as soon as possible after appointment.

The successful Proponent will appoint a single representative to participate on its behalf in the design process, by reviewing and providing input for the design of the project as required at all stages of the design process, and will respond effectively to any queries from the project manager in that regard. This representative, on the successful Proponent's behalf, will also inspect the housing premises, once constructed, prior to the Proponent taking possession of them and putting them into operation. It is anticipated that full details of a successful Proponent's required participation in the design process will be settled at the time such a Proponent is appointed as operator for the housing project.

Time is of the essence for the delivery of the fire hall. For this reason the housing component design will begin immediately upon appointment of the Operator.

1.5 Development Incentives

To secure the affordable rental housing contemplated for the project, the City intends to lease the affordable rental housing facility to a successful Proponent/operator on a long-term basis at a prepaid, below-market-value rental rate and, to the extent possible, may provide for one or more of the following potential development incentives to reduce project costs:

On-Site Parking Relaxations

Reduction of parking requirements has been considered.

Fast-Tracked Process

The new affordable units created through this process are intended to be delivered quickly to meet the critical need for new rental units in the City. To that end, the City will take responsibility for and attempt to fast-track the City approvals process, which may include, in addition to the issuance of the required permits, a rezoning and, depending on the nature of the Proposal(s) to be accepted, if any, an air-space subdivision for the site.

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SCHEDULE 1 - SCHEDULE OF DETAILED REQUIREMENTS

1.6 Lease Overview

Again, the City will continue to own the site, including the affordable rental housing facility to be constructed above the new Fire Hall No. 5, and will provide the housing facility to a successful Proponent operator by way of a long-term lease. Typically, leases for City property used for non-market rental housing purposes are provided for terms of 60 years. However, the City will consider granting a longer term (up to 99 years) and a below-market-value rental rate for a lease in this instance if warranted by a successful Proposal, taking into consideration funding and/or financing arrangements proposed.

Please note, though, that, unless the housing project as contemplated in a successful Proposal is eligible for property tax relief (e.g. Class 3 Supportive Housing), the lease will require a successful Proponent to pay property taxes or additional rent in lieu of property taxes.

The City will consider Proposals which contemplate the Proponent obtaining financing for its participation in the project and requiring in respect of such financing the registration of a mortgage against the Proponent's leasehold interest in the property, and, to the extent that it can in the event that a Proposal it views favourably proposes such financing arrangements, the City will attempt to take such steps as may be reasonably necessary on its part, such as creating an air space parcel for the housing component of the project and drafting the lease for it in such a way, so as to enable the completion of such financing arrangements and allow for such a mortgage.

The terms of a lease of an air space parcel will include a representation by the City that the leased parcel is not contaminated, and the City will provide copies of Certificates of Compliance by the BC Ministry of Environment, as applicable.

1.7 Submission Requirements

Proposals should include the following information:

1. Proponent overview including existing tenant or, for a co-op, member populations served, number of buildings operated, property management experience, partners.
2. Proponent Mission Statement, Certificate of Incorporation, organizational chart showing accountability and communication relationshipsPS20130493, minutes of your most recent Board meeting and a copy of your society constitution/bylaws, list of Board of Directors including positions held, addresses and phone numbers.
3. Proposed affordable rental housing program envisioned for the project, including tenant or, for a co-op, member population, tenant or member supports if applicable, unit mix, type of units, anticipated affordability targets and compatibility with Fire Hall use.
4. Project Operating Budget including:
 - (i) tenant rent mix indicating tenant served, room type and corresponding rent amounts
 - (ii) revenue stream
 - (iii) estimated operating costs separated to show allocations for staffing, insurance, utilities, repair and maintenance, building reserve allocation and other costs
 - (iv) financing assumptions

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 SCHEDULE 1 - SCHEDULE OF DETAILED REQUIREMENTS

5. Project Capital Budget including any capital funding contribution and/or financing expectations.

1.8 Submission Evaluation

The review of proposals will also include an evaluation that will include, and may not be limited to, consideration of the following:

- tenants or, for a co-op, members to be served, including income levels;
- rental affordability achievements to be realized by and operational viability of Proposal;
- funding contribution proposed;
- proponent financial capacity for the project, including project funding contribution and financing arrangements proposed and achievable;
- proponent operational capability;

Proponents may submit their own estimate of capital costs as part of their proposal however this will not form part of the evaluation.

Estimated Operating Expenses and Revenue Projections

PART 1 - Estimated Operating Expenses and Capital Replacement Reserve

Description	Estimated Annual Cost
1. Property Taxes & Licenses	\$
2. Insurance	\$
3. Utilities:	\$
Heating & Domestic Hot Water	\$
Electricity other than Heat	\$
Water & Sewer	\$
Garbage Removal	\$
4. Maintenance:	\$
Salaries, Wages & Benefits	\$
Building Maintenance, Materials/Repair, Small Equipment	\$
Grounds Maintenance, Materials/Repair, Small Equipment	\$
Service Contracts (attach list)	\$
5. Administration:	\$
Salaries, Wages & Benefits	\$
Office Overhead i.e. Supplies & Small Equipment, Rental Equipment.	\$
Telephone & Other Communication Services	\$
Accounting Fees	\$
6. Audit & Legal Fees	\$
7. Contingency for Vacancy Loss	\$
8. Mortgage Principal & Interest	\$

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 SCHEDULE 1 - SCHEDULE OF DETAILED REQUIREMENTS

9. BCNPHA Member Dues & Conference Fees	\$
10. Other Expenses:	\$
Marketing	\$
Tenant Involvements	\$
Resulting from Stratification	\$
TOTAL OPERATING EXPENSES	\$
Capital Replacement Reserve Provision (\$60 per unit per month)	\$
TOTAL ANNUAL EXPENSES	\$

PART 2 - Estimated Income

Description	Estimated Annual Cost
1. Rent:	\$
from Core Need Units	\$
from 2 nd Income Quintile Units	\$
from Market Units	\$
2. Parking	\$
3.	\$
4.	\$
5.	\$
TOTAL INCOME	\$

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SCHEDULE 2 - CERTIFICATE OF EXISTING INSURANCE

SEE ATTACHED



CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND APPENDED TO THE PROPOSAL/TENDER

Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.

2. NAMED INSURED (must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

3. PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)

INSURER Insured Values (Replacement Cost) -
TYPE OF COVERAGE Building and Tenants' Improvements \$
POLICY NUMBER Contents and Equipment \$
POLICY PERIOD From to Deductible Per Loss \$

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following extensions: INSURER
√ Personal Injury POLICY NUMBER
√ Property Damage including Loss of Use POLICY PERIOD From to
√ Products and Completed Operations Limits of Liability (Bodily Injury and Property Damage Inclusive) -
√ Cross Liability or Severability of Interest Per Occurrence \$
√ Employees as Additional Insureds Aggregate \$
√ Blanket Contractual Liability All Risk Tenants' Legal Liability \$
√ Non-Owned Auto Liability Deductible Per Occurrence \$

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

INSURER Limits of Liability -
POLICY NUMBER Combined Single Limit \$
POLICY PERIOD From to If vehicles are insured by ICBC, complete and provide Form APV-47.

6. UMBRELLA OR EXCESS LIABILITY INSURANCE Limits of Liability (Bodily Injury and Property Damage Inclusive) -

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

7. PROFESSIONAL LIABILITY INSURANCE

INSURER Limits of Liability
POLICY NUMBER Per Occurrence/Claim \$
POLICY PERIOD From to Aggregate \$
Deductible Per Occurrence/Claim \$

If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date:

8. OTHER INSURANCE

TYPE OF INSURANCE Limits of Liability
INSURER Per Occurrence \$
POLICY NUMBER Aggregate \$
POLICY PERIOD From to Deductible Per Loss \$
TYPE OF INSURANCE Limits of Liability
INSURER Per Occurrence \$
POLICY NUMBER Aggregate \$
POLICY PERIOD From to Deductible Per Loss \$

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

REQUEST FOR PROPOSAL NO. PS20130493
 OPERATOR SELECTION FOR AFFORDABLE RENTAL HOUSING ASSOCIATED WITH FIRE HALL No. 5
 SCHEDULE 3 -DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Purpose: All suppliers are to complete and submit this form with proposals to demonstrate compliance with the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum social standards for City suppliers and their subcontractors based on the International Labour Organization (ILO) core labour conventions and compliance with national and other applicable law of the country of manufacture of products including those laws relating to labour, worker health and safety, and the environment.

Proponents/vendors must comply with these standards upon submitting a proposal or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which proponents/vendors must come into compliance with the SCC. To give effect to this requirement, an authorised signatory of the undersigned proponent/vendor must complete the following declaration and include this declaration with their submission/quotation:

“As an authorised signatory of <insert proponent/vendor name>, I declare that to the best of my knowledge, <insert proponent/vendor name> and our sub-contractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws of the country of manufacture, other than as noted in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

Section of SCC, Title of ILO convention/national law or other	Date of violation /conviction	Description of violation /conviction	Regulatory/ adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in disqualification of <insert proponent/vendor name>'s submission/quotation.”

 Corporate Name of Applicant

 Name and Title of Authorised Signatory

 Signature

 Date