



ADMINISTRATIVE REPORT

Report Date: March 31, 2017
Contact: Mary Clare Zak
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RTS No.: 11991
VanRIMS No.: 08-2000-20
Meeting Date: April 11, 2017

TO: Vancouver City Council

FROM: General Manager of Community Services in consultation with the General Manager of Real Estate and Facilities Management

SUBJECT: Appointment of Eastside Movement for Business and Economic Renewal Society (EMBERS) and proposed grants to occupy and operate a City property located 57 A and 57 B East Hastings Street, known as The Lux, as a low barrier employment and income generating hub in the Downtown Eastside

RECOMMENDATION

- A. THAT Council approve one grant totalling \$150,000 to Eastside Movement for Business and Economic Renewal Society (EMBERS) to operate a low barrier employment and income generation hub in the Downtown Eastside at 57 A and 57 B East Hastings Street legally described as: PID 024-745-324, Lot C Block 8 District Lot 196 New Westminster District Plan LMP45514 (the "Premises") to support low income residents and advance the social and economic objectives of the DTES Local Area Plan and the recently approved Community Economic Development Strategy (Phase II); source of funding is the 2017 Community Services Operating Budget.
- B. THAT Council approve one rent subsidy grant totalling \$50,000 to EMBERS for the use of the Premises at market value (to be paid to the Property Endowment Fund (PEF)). This is an annual grant that will be requested for each year of operations; source of funding is the 2017 Community Services Operating Budget.
- C. THAT Council approve one grant totalling \$25,000 to EMBERS for program development to assist the tenant and partners in creating a work plan; source of funding is the 2017 Social Innovation Project grant.

Recommendations A, B and C require eight affirmative votes for approval.

REPORT SUMMARY

This report recommends the approval of three grants amounting \$225,000 to Eastside in the Downtown Eastside Movement for Business and Economic Renewal Society (EMBERS) to develop and operate, based on a collaboratively model, a low barrier and income generation hub in a City commercial space within the ground floor of the building known as The Lux (57 A and 57 B East Hastings Street).

The City is ensuring that opportunities for economic livelihood that are accessible and close-to-home to connect vulnerable residents and those with barriers to employment and income generating opportunities, and other innovative programs in the DTES. The Downtown Eastside Local Area Plan (the "DTES Plan"), Healthy City Strategy, and the Community Economic Development Strategy (the "CED Strategy") identified actions and priorities to support the local economy and improve the income and livelihoods of the DTES residents. Given that the DTES is home to a high number of people with vulnerabilities, including residents living with low income, housing affordability challenges, mental health and addiction related barriers, the Lux will help community partners address a key gap in the current employment services and job development programs offered in the area, identified by employment services providers, employment based social enterprise, non-profits and residents with lived experience themselves.

Programs and services offered at the hub will incorporate an *intersectional approach* that considers cultural and gender equity-based lenses into their design. This approach helps to understand the complexity of needs and experiences of individuals to design programs leading towards transformation, relationship-building, and developing policy to address social and structural barriers.

The objectives of the hub are to:

- Respond to local needs for income generation and entrepreneurship and other purposeful activities;
- Support access to peer-based services and opportunities that lead to better economic and social outcomes for people;
- Mobilize local community resources; and
- Demonstrate potential for broader systems changes through innovation, best practice, and community involved research methods.

Through a Request for Proposal, Staff received three (3) proposals and selected the EMBERS as the best fit for the City vision and needs for a low barrier employment hub. The City, EMBERS, and community partners from the Vancouver Urban Core Community Workers Association (the "Urban Core"), envision the hub as a catalyst project that can fill major gaps in current service delivery and connect residents with appropriate employment and income generation activities along the *Livelihoods Continuum* - a central concept around which the DTES CED Strategy was co-created with community partners in 2016¹. Opportunities along that continuum include such things as peer supported work, volunteering, supported low-income self-employment, and flexible part-time and full-time formal employment. This Social

¹ City of Vancouver, 2016. Community Economic Development Strategy.

Innovation Hub would connect to other Social Innovation Hubs like the Community Economic Development Platform (501 Powell Street), 312 Main Street Centre for Social and Economic Innovation and nearby supportive services addressing mental health and addiction, cultural healing and employment. The Lux will function as a central node in this growing network of Community Economic Development, social entrepreneurship and poverty reduction infrastructure.

Real Estate and Facilities Management staff, in consultation with Legal Services, is preparing a form of sub-sublease incorporating terms that are consistent with leases for City funded social non-profits in existing City facilities. The General Manager of Real Estate and Facilities Management can approve leases and lease renewals if a) the total value is less than \$750,000; and b) the term is no more than ten (10) years (including renewal options). The proposed program is accessing tenant improvement funds (estimated at \$145,000 for basic build out) from the City, as landlord, that are typically made available to longer term rent paying tenancies. Community Services has agreed to pay the rent on behalf of the program. The market rental value for the premises is approximately \$50,000 per annum, and will be paid to PEF. From a landlord (PEF) perspective, the proposed use is break-even in nature provided the improvements are maintained. However there is much value in activating the space versus carrying an empty premises including connecting the retail component to the community.

COUNCIL AUTHORITY/PREVIOUS DECISIONS

- December 2016: Council approved the 2017 Budget and Five-Year Financial Plan to continue supporting Vancouver's residents and businesses and to build a vibrant, livable and sustainable city;
- November 2016: Council approved the core ideas, directions and actions of the DTES Community Economic Development Strategy (Phase II);
- June 2015: Council approved the use of the City-own space at 501-533 Powell Street as a low barrier CED Hub for the DTES Street Market and PHS Urban Farm, as part of Phase I of the CED Strategy;
- October 2014: Council adopted the vision, goals, targets and indicators of the Healthy City Strategy and in 2015 adopted the first four year Action Plan;
- September 2014: Council adopted priority actions of the Mayor's Task Force on Mental Health and Addictions Phase 1 report, Caring for All;
- September 2014: Council adopted the City of Reconciliation framework focusing on cultural competency, strengthening relations, and effective decision-making within the City's service provision and ongoing relationships with Vancouver's host First Nations and urban Aboriginal community;
- June 2014: Phase I of the CED Strategy began with a partnership with Vancity Community Foundation to refurbish 312 Main street as a Social Innovation Hub.

- March 2014: Council adopted the DTES Local Area Plan, DTES Social Impact Assessment, and on the approval of the plan Council instructed staff to prepare a Community Economic Development Strategy;
- 2011: Council adopted the Housing and Homelessness Strategy (2012-2021);
- 2010: Council directed a Social Impact Assessment to assess the effect of new development on the existing low income community in the Downtown Eastside.

Pursuant to Section 206(1)(a) of the *Vancouver Charter*, Council may, by resolution passed by two thirds of all members, provide for the making of grants to any charitable institution. EMBERS is a CRA-registered charity and is eligible for a grant under the *Vancouver Charter*.

CITY MANAGER'S/GENERAL MANAGER'S COMMENTS

This report supports non-profits and the DTES community by providing access to a City space to offer programs and services that advance the goals and objectives of multiple City's policies and strategies: Healthy City Strategy, DTES Plan, Mayor's Task Force on Mental Health and Addictions, Community Economic Development Strategy, and City of Reconciliation Framework.

The General Manager of Community Services recommends approval of Recommendations A through C above to ensure that the City space can be used to achieve optimal benefits for the non-profit sector, benefit the communities that they serve, and further improve the economic health of the DTES, especially for those more vulnerable.

REPORT

Background/Context

1. The City has identified income and employment as key vulnerabilities affecting the DTES residents.

As of January 2016, there are over 8,500 persons receiving temporary or ongoing income assistance in or near the DTES (\$610 per month for singles and \$910 for people on disability, including \$375 for shelter), representing nearly a third of income assistance recipients citywide². The Living Wage for Families Campaign calculates that a family of four in Metro Vancouver needs both parents to make \$20.68/hour in 2015, inclusive of benefits, to meet their basic expenses.³

The Social Impact Assessment identifies poverty as the most important overarching issue for the majority of the DTES residents⁴. One of the gaps DTES residents face is the lack of local job opportunities especially for low income residents who deal with multiple barriers to

² BC Ministry of Social Development and Social Innovation, 2016. Based on three distribution offices.

³ First Call BC, Living Wage for Families Campaign

⁴ City of Vancouver, 2014. Report: Downtown Eastside Social Impact Assessment.

employment. Some residents rely on volunteerism opportunities to access food and training in return for hours worked. In 2016, 30 City funded organizations in the DTES employed 6,187 volunteers who contributed to over 125,000 hours to doing community work. It is important to recognize the volunteer work as part of the survival economy that helps residents make needs meet and contribute to the community.

A study of nearly 300 DTES SRO residents found that approximately 95% had substance dependence and 75% were diagnosed with a mental illness⁵. Research conducted by the BC Centre of Excellence on HIV/AIDS, Urban Health Institute highlights the need for intervention, including low-threshold employment opportunities to reduce stimulating drug use and improve overall health outcomes.⁶ In short, employment and purposeful activity demonstrably help improve chances of stabilization, improved health and wellbeing, and ultimately survival.

2. The City continues working with community members to come up with policies and strategies to address complex issues in the DTES.

The DTES Plan provides a comprehensive approach to achieve improved quality of life for residents and enable an inclusive local economy with a special emphasis in community economic development that includes creating local employment through innovative social enterprise, and assisting the formal economy to connect to local needs. Goal 10 of the Plan states that all residents need to make a living to afford to meet their basic needs and create a better life for themselves, their children and their community.

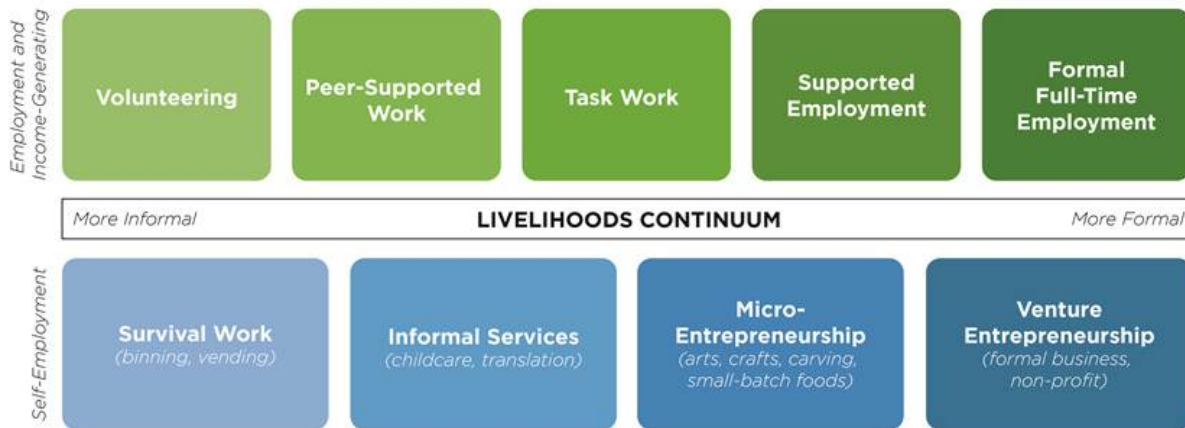
In November 2016, Council approved the CED Strategy's core ideas, directions and actions identified by the DTES community to improve income and livelihoods of all DTES. The Strategy coordinates an approach to community economic development and build on past and current efforts to improve the health of the local economy. Two core ideas in the Strategy are relevant to the hub:

- **Core Idea #1 - Seeing the local economy as a *Livelihoods Continuum*:** The DTES CED Strategy sees the economy as a continuum of income and employment opportunities through which residents create their own livelihoods. It describes the opportunities for low barrier employment creation and what low-income residents choose to do outside the traditional forms of employment (Figure 1)

⁵ Vila-Rodrigues *et al.* (2013) The Hotel Study: Multimorbidity in a Community Sample Living in Marginal Housing

⁶ Ti, Liangpin, L. Richardson, K. DeBeck, P. Nguyen, J. Montaner, E. Wood, T. Kerr. (2014) *The impact of engagement in street-based income generation activities on stimulant drug use cessation among people who inject drugs*. Drug & Alcohol Dependence, Vol 141. 58-64

Figure 1. The DTES Livelihoods Continuum.



- **Core idea #2 - Animating Social Innovation Hubs with CED Partnerships and initiatives:** creating spaces in partnerships with different stakeholders to strengthen links along the livelihoods continuum. It means building on the concept of *“meeting people where they are at”* and with the premise that everyone has a skill to offer. Residents with barriers who aren't ready to work in more structured formal environments are not excluded from CED investments and proposed programs and projects.

There are three Healthy City Strategy goals that are relevant to this initiative: access to healthy human services, making ends meet and working well, and being and feeling safe and included. The initiative also support the goal of collaborative leadership by bringing non-profits, Municipal and Provincial institutions to work in a collaborative and integrated way to improve the social and economic health of the DTES.

3. The City has the opportunity to invest in its own spaces to create community assets and support the delivery of programs much needed in the DTES.

The City is committed to supporting the low-income DTES residents with multiple barriers including poverty, mental health and addictions, homelessness, access to low-barrier employment opportunities, peer support and other purposeful activities. This commitment includes the creation of social innovation hubs in City-owned facilities that can be operated by non-profits offering programs targeting vulnerable residents. Phase I of the CED strategy included the acquisition of two sites, 312 Main Street (2014) and 501-533 Powell Street (2015), as Social Innovation Hub and CED Hub respectively.

In 2015, staff engaged in conversation with non-profits to identify the gaps in service delivery related to employment and income generation activities. The vacant space at the Lux was identified as potential asset that can fill these gaps. In September 2016, staff developed an RFP and selection process to identify a tenant (s) that can provide program and services addressing the needs of vulnerable residents and are aligned with City social priorities (see Appendix A). Three proposals were submitted and reviewed by staff, EMBERS was the successful organization selected.

Securing spaces for social programming and investing in these programs is a priority to ensure that DTES residents, especially the most vulnerable, can access to adequate services and feel safe and included.

4. The support of Social Innovation Hubs like the Lux requires financial support and commitment from the City and other levels of government.

The \$225,000 from the City represents the initial bulk of funding to support the Lux and comes from the 2017 Community Services Operating Budget. Approximately \$200,150 in-kind contribution comes from Embers and Urban Core. While the services provided by EMBERS and the Urban Core fall under senior government mandates, staff acknowledges the continued need for services for people living with challenges in the DTES and the scarcity of affordable spaces for social programming and community economic development.

The City, EMBERS and community partners will continue engaging with other levels of government (Federal and Provincial) and other funding agencies to secure more operating funds. If the City is to continue supporting these types of investments new funding sources, partnerships, or financing tools at the local level may be necessary to explore.

Strategic Analysis

The recommendations are consistent with the DTES Plan (Goal 10), the CED Strategy (Core Idea 1 and 2), the Healthy City Strategy (Goal 4, 5 and 6).

- ***The RFP process***

The Lux ground floor space has been vacant since the building was completed in October, 2009, and is located on the 00 and 99 Block of East Hastings, between Carrall and Columbia Street, where most of the street disorder is located. Significant reduction on the street disorder has been accomplished since the relocation of the DTES Street Market to the CED Hub (501 Powell Street) and opening of 62 East Hastings as a second market location across the street from the Lux.

Staff and community groups identified the Lux as a space that can help fill the programming gaps for low-barrier employment opportunities, and activate the street with services needed for the DTES residents. Staff engaged with Vancouver Coastal Health and the Ministry of Social Development, as well as research institutions, to discuss a collaborative approach to support this initiative. These conversations are ongoing as the City moves forward with the project.

Social Policy, Real Estate & Facilities Management, and Legal Services, worked together to develop the RFP. Staff released the RFP in September 2016 which included an information meeting and mandatory site visit with interested applicants. The selection process was based on criteria to ensure that the City-owned space would be well managed by registered non-profit organization (s) that provide services to Vancouver residents and whose mandate includes at least one of the following: social enterprise; community economic development; provision of low-barrier employment services; provision of peer support services. The criteria also included:

- Overall vision for the Hub and alignment with City's vision, policies and priorities;

- Demonstrated experience working with other partners, including government and nongovernment agencies, residents experiencing poverty, the local urban Aboriginal community, vulnerable women, as well as with individuals facing mental health and addictions challenges;
- Demonstrated financial and operational viability to operate the Hub; and
- Demonstrated support of key stakeholders, including communities of interest and populations served.

EMBERS' vision for the Hub

The successful applicant, EMBERS, is an organization operating in the DTES since 2001 and whose mission is to create economic and employment opportunities for people living on low incomes who face barriers to employment. Its programs have evolved from offering self-employment training programs to offering employment services inclusive to inner-city residents in Vancouver and the broader region. Working in the DTES since 2001, they are currently homed at Woodward's Heritage Building.

EMBERS envision the Hub as a highly collaborative space whereby community groups bring their knowledge, experience, programming, connections and guidance to ensuring its success. EMBERS is partnering with the Urban Core, a network of DTES organizations, non-profits, businesses or individuals who deliver services that provide employment, education, housing or social opportunities and is committed to supporting a continuum of economic strategies that provide a sustainable livelihood and improved incomes for DTES residents.

The Terms of Reference between EMBERS and the Urban Core state that the Urban Core members will operate as an Advisory Committee that brings expertise and in kind resources to support the proposed activities at the Hub. These include making recommendations for programming, services and projects that align with the vision and values of the Hub; and working in collaboration with EMBERS staff to reach out to and engage specific expertise or members who can bring value to the Hub by joining the Advisory Committee (see Appendix B).

The proposed activities that will take place in the Hub are:

1. *Local Job Development*: Staff and management will work on finding employment opportunities that are suitable for Hub participants. The Hub will work closely with Open Door Group, Business Improvement Associations (BIA's), non-profits, local social enterprises, local businesses and others to source these.
2. *Odd Job Development*: Staff and management will work on finding odd job opportunities that are suitable for Hub participants. The Hub will work closely with BIA's, local social enterprises, local businesses, non-profits and others to create these opportunities and to overcome the current barrier that make these offerings challenging for local businesses
3. *Volunteer Honorarium Program*: Staff and management will work with local non-profit organizations to create a robust and connected volunteer honorarium program.

4. *Training:* The Hub community partners will use their existing programming/knowledge/expertise to jointly offer training programs within the Hub that directly relates to income generating opportunities.
5. *Self-Employment:* EMBERS Ventures and other community partners such as Radius, Megaphone and the Binners' Project will provide self-employment training and opportunities for individuals who are interested in entrepreneurship in both the informal and formal economy.
6. *Social enterprise development:* Working with the City's procurement agreements and the community, and within the CED strategy, the HUB may identify social enterprise opportunities and assist in their development.
7. *Retail/Maker Space:* Staff and management will work with community partners on creating a user-friendly maker/repair space along with a small retail area that could feature merchandise created within and by Hub participants.
8. *Referrals and Information Storing and Gathering:* The Hub will act as the centralized location for all forms of employment opportunities including training programs so that all Hub participants and partner organizations can be well informed of all opportunities available. The staff and peers at the Hub will also organize a robust referral system between partner organizations. The Hub staff will also have close relationship with organizations in housing, healthcare, social assistance etc. in order to be able to refer participants to the rights supports that are not contained within the Hub ie. The Hub has been promised a specific contact within the Ministry of Social Development and Social Innovation that will work with Hub participants on questions regarding social assistance where it intersects with income generation.

EMBERS and Urban Core partners are bringing approximately \$200,150 in-kind contributions to the Hub in addition to the \$225,000 recommended in this report. It is necessary to leverage approximately \$221,500 from other sources of funding to operate the Hub in the first year (Table 1). EMBERS has a history of working with funders to secure funding for their own programs. The City and EMBERS are working together to secure more funds.

Table 1. The Lux Proposed Budget (Year 1)		
Revenues	Amount	Status
City of Vancouver - Rent Subsidy Grant	\$50,000	Pending approval
City of Vancouver - Grants	\$175,000	Pending approval
EMBERS and Urban Core partners - In Kind	\$200,150	Confirmed
Total Revenues	\$425,150	
Project Costs		
Start Up Costs	\$100,000	
Operational Costs	\$346,500	

Table 1. The Lux Proposed Budget (Year 1)

Programming and oversight - In Kind	\$200,150	
Total Expenses	\$646,650	
Funds to be raised	\$221,500	Not confirmed

- *Lease terms*

The Premises are sub-leased by the City of Vancouver from Rain City Housing and Support Society. The Building is managed in partnership with The Triage Emergency Services & Care Society (now known as RainCity Housing and Support Society). Therefore, EMBERS will enter into a sub-sublease agreement with the City of Vancouver as described in Table 2.

Real Estate and Facilities Management staff, in consultation with Legal Services, is preparing a form of sub-sublease on terms that can be authorized by the General Manager of Real Estate and Facilities Management, given the total rental value (\$250,000 total rental value for the three (3) year term plus options) of the sub-sublease agreement is less than \$750,000 threshold, and the term is no more than ten years including renewal options.

Table 2. The Lux Sub-Sublease Terms

Tenant	Eastside Movement for Business and Economic Renewal Society
Term	Three (3) years with the option to renew for two (2) further terms of one year each
Commencement	September 2017 (estimated)
Tenant Improvements	<p>Premises are provided on "As Is Where Is" basis. The Landlord has agreed to provide for basic tenant improvements:</p> <ul style="list-style-type: none"> (a) HVAC system - distribution of duct work and controls for heat pump- for open plan only; (b) Electrical system including power outlets and switches for open plan; workstation and room power outlets by tenant; data and communications by tenant (c) Exposed Ceiling with basic suspended fluorescent lighting fixtures; (d) Two wheelchair accessible washrooms; (e) Paint walls; (f) Ceramic tile flooring for washrooms; sealed concrete floor in remainder of space <p>A <i>fixturing period</i>, typically one to three months, may be granted to EMBERS in order to carry out</p>

Table 2. The Lux Sub-Sublease Terms

	additional tenant improvements prior to the commencement date of the sub-sublease agreement.
Premises	Two (2) units - 57 A and 57 B = 2,229 square feet as shown attached as Appendix C
Total Rent	\$50,000/annum. -Utilities not included in Total Rent
Use	CD-1. A change of use is needed from retail use to social service use.
Insurance	Not less than Two Million Dollars (Commercial General Liability)
Public Service Objectives	The Tenant will operate the space as a low barrier employment hub (described above) and include retail activities to be consistent with the current zoning by-law.
Termination	TBD

Implications/Related Issues/Risk (if applicable)

Financial

The total operating cost in 2017 is \$646,650, which will be funded as follows:

Project Costs	
Start Up Costs	\$100,000
Operational Costs	\$346,500
Programming and oversight (in-kind)	\$200,150
Total Expenses	\$646,650
Funding	
City of Vancouver - Rent Subsidy Grant (a)	\$50,000
City of Vancouver - Grants (b)	\$175,000
EMBERS and other Community partner's - In Kind	\$200,150
Total (confirmed) Funding	\$425,150
Remaining funding to be raised **	\$221,500

- (a) **Rent Subsidy Grant** - This is an annual grant that will be requested for each year of operations. Source of funding is the 2017 Community Services Operating Budget and it represents a payment to the PEF.
- (b) **Grants** - Source of funding is the 2017 Community Services Operating Budget (\$150,000) and 2017 Social Innovation Project Grant (\$25,000) for a total of \$175,000.

**There is approximately \$221,500 to be secured to operate the Hub. Staff and EMBERS have approached other funders, including other levels of government (Provincial and Federal) and other funding agencies. If Council approves Recommendations A to C, Staff and EMBERS will continue working together to secure more funds.

CONCLUSION

Staff and community identified a vacant City space on the ground floor of The Lux building to program a low barrier employment hub that will help connect DTES residents, especially those with challenges, with employment opportunities and meaningful activities that meet them *'where they are at'*. If successful, this initiative can become a long term action that help reach the goals in the Healthy City strategy, DTES Local Area Plan, Community Economic Development Strategy, City of Reconciliation Framework and Mayor's Task Force on Mental Health and Addictions.

This report seeks Council approval of three grants amounting \$225,000 to EMBERS to plan and operate the Hub in collaboration with the community partners at Urban Core Community Workers Group, on the terms and conditions described in this report.

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REQUEST FOR PROPOSALS

Social Non-Profit Tenancy for Low Barrier Employment and Income Generation Services at the Lux - 57A & 57 B East Hastings

Issue Date: September 27, 2016

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

This RFP will be closing in October 28, 2016 at 4:30 pm

REQUEST FOR PROPOSALS
Social Non-Profit Tenancy for Low Barrier Employment and Income Generation Services at The Lux
- 57 East Hastings
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REQUEST FOR PROPOSALS

Social Non-Profit Tenancy for Low Barrier Employment and Income Generation Services at The Lux
- 57 East Hastings

PART A - INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 This Request for Proposals (the “RFP”) by the City of Vancouver (the “City”) is part of the process to seek a sub-tenant for two retail units totaling approximately 2,229 square feet at 57 A and 57 B East Hastings Street (the “Premises”), located within the ground floor of a building known as The Lux (the “Building”). The City is interested in receiving proposals for the management and use of the space based on a collaborative model between the selected Proponent and partner organizations. The Premises are sub-leased by the City of Vancouver from Rain City Housing and Support Society. The Building is managed in partnership with The Triage Emergency Services & Care Society (now known as RainCity Housing and Support Society). The Premises will become available once basic capital renovations to the retail units are completed by the City (the “Landlords’ Works”). Other renovations to suit the particular needs of the tenant (the “Tenants’ Works”) can be undertaken by the tenant selected through the RFP process (the “Proponent”), upon completion of the Landlords’ Work and the execution of a sub-lease or License Agreement. The Premises may be configured by the Proponent to accommodate partner organizations, according to the proposed service delivery plan subject to Municipal Building Regulations and Bylaws.
- 1.2 Details of the City’s objectives and requirements to which the RFP relates are set out in Part B of the RFP. The City is committed to supporting the low-income Downtown Eastside (the “DTES”) residents that face barriers including poverty, mental health and addictions, homelessness, to access low-barrier employment opportunities, peer support and other purposeful activities. The City aims to support non-profits that operate programs targeting these communities and residents, and welcomes proposals that are responsive to this RFP respecting innovative or novel approaches to the City’s objectives and requirements (the “Proposals”).
- 1.3 The City is interested in selecting a Proponent as Tenant with the capacity, capability and experience to effectively and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a sub-lease agreement between the Proponent and the City (the “Lease”). 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 Subject to Vancouver City Council approval, the sub-lease agreement between the City and the successful Proponent intends to reflect the use of the Premises by all the partner organizations involved in the Proposal. The successful Proponent will enter into a sub-lease agreement with the City of Vancouver for an initial term of 3 years with the option to renew for 2 further terms of one year each, for a maximum of 5 years, pending satisfactory completion of the terms and conditions of the sub-lease occupation. In addition, the successful Proponent will pay a nominal rent of \$10.00 for the initial term, and \$10.00 for any renewal term.
- 1.5 The City may contribute with funding towards the delivery of programs and services. The successful Proponent and partner organizations will correspondingly be required to leverage this funding to guarantee the delivery of programs and services, as well as pay a proportionate share of the operating costs of the Building based on current rates and any floor area shared with other occupants of the Building.

REQUEST FOR PROPOSALS

Social Non-Profit Tenancy for Low Barrier Employment and Income Generation Services at The Lux
- 57 East Hastings

PART A - INFORMATION AND INSTRUCTIONS

- 1.6 The City may contribute with funding to support the successful Proponent in developing a 3 year operating plan that includes key milestones/outcomes. Funding must be approved by the Vancouver City Council.
- 1.7 In general, it is expected that the successful Proponent will be responsible for the routine maintenance and minor repairs of all systems and features within the Premises or exclusively used by the Tenant, while the City will be responsible for major repairs and capital life-cycle replacement of major systems and structural components providing service to the Premises. The details of the Tenant and partner organizations' responsibilities concerning repairs, maintenance and replacement, is outlined in a Service Level Agreement (the "SLA") which forms part of the original lease agreement.
- 1.8 The City is responsible for basic tenant improvements. The Landlord Works will include:
- (a) HVAC system - distribution of duct work and controls for heat pump;
 - (b) Electric system including power outlets and switches and data and communication outlets (without wiring);
 - (c) Exposed Ceiling with basic suspended fluorescent lighting fixtures;
 - (d) Two wheelchair accessible washrooms with shower stall;
 - (e) Paint walls;
 - (f) Resilient flooring.
- 1.9 The Premises will be provided to a successful Proponent on an "as is, where is" basis. Any significant tenant improvements, additions, renovations or alterations to the Premises, which are in addition to the basic level of finishing to be provided by the City will be wholly at the expense of the Tenant and partner organizations, and shall not be carried out without the prior written consent of the City. Except to the extent that the same may be reasonably categorized as trade fixtures, all such works shall, at the city's option, be the absolute property of the City. A fixturing period, typically one to three months, may be granted to a Tenant in order to carry out additional tenant improvements prior to the commencement date of the amended lease agreement.
- A Successful Tenant shall ensure that any required permits or licenses are in place before commencing any tenant improvements.
- 1.10 The permitted uses of the Premises to this RFP are subject to the current zoning by-law. The property zoning is CD-1 (403). A copy of the by-law is attached as Annex 5. The space created through the renovations is intended for delivery of services that contribute to the overall social and economic health of the DTES.
- 1.11 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).
- 1.12 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.

REQUEST FOR PROPOSALS

**Social Non-Profit Tenancy for Low Barrier Employment and Income Generation Services at The Lux
- 57 East Hastings**

PART A - INFORMATION AND INSTRUCTIONS

1.13 After approval from the Vancouver City Council, and during the tenant improvement period, the City expects the successful Proponent begins providing services described in Part B of this RFP.

1.14 The RFP consists of four parts, plus Schedules:

- (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 should be contained in each Proposal.
- (c) **PART C - PROPOSAL FORM:** This part consists of the proposal form to be completed by each Proponent in connection with its Proposal (the “**Proposal Form**”). Each Proposal must be submitted under the cover of a duly completed and executed Proposal Form.

2.0 ELIGIBILITY CRITERIA

2.1 The City is encouraging the submission of a Proposal from registered non-profit organizations that provide services to Vancouver residents and whose mandate includes at least one of the following: social enterprise; community economic development; provision of low-barrier employment services; provision of peer support services. Organizations must demonstrate experience with good results working with other partners, including government and non-government agencies, residents experiencing poverty, the local urban Aboriginal community, vulnerable women, as well as with individuals facing mental health and addictions challenges.

2.2 Proponents should:

- (a) Extend its services to the general public in the City of Vancouver and may not exclude anyone by reason of religion, ethnicity, gender, age, sexual orientation, language, disability or income.
- (b) Be in good standing with the BC Registrar of Companies, be financially stable with sound administration, and have a proven track record of public service.
- (c) Demonstrate leadership and organizational ability by the staff and Board of Directors.

3.0 KEY DATES

3.1 Potential Proponents should note the following key dates:

Event	Time and Date
Start of the RFP	September 23, 2016
Information meeting and mandatory site visit	October 5, 2016, from 3:00 to 5:00 pm
RFP closing time	October 31, 2016, 4:30 pm

3.2 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.

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PART A - INFORMATION AND INSTRUCTIONS

4.0 CONTACT PERSON

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

Jose Fernandez Garcia
Social Planner
City of Vancouver c/o Social Policy & Projects
5th floor Reception - Woodwards Heritage Building
111 West Hastings Street
jose.fernandez.garcia@vancouver.ca
604-673-8289

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

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

5.0 SUBMISSION OF PROPOSALS

- 5.1 Proponents should 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”).
- 5.2 Each Proponent should submit its Proposal in an envelope clearly marked with the Proponent’s name and the RFP title (“Social Non-Profit Tenancy for Social/Health Programming on the storefront space at The Lux - 57 A & 57 B East Hastings”) to the following address:
- City of Vancouver c/o Social Policy & Projects
5th floor Reception - Woodwards Heritage Building
111 West Hastings Street
Vancouver, BC V6B 1H4
- 5.3 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.
- 5.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 5.5 Proposals must not be submitted by fax or email.
- 5.6 Proposals should not be bound in three-ring binders.
- 5.7 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 5.8 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.

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PART A - INFORMATION AND INSTRUCTIONS

- 5.9 Unnecessarily elaborate Proposals are discouraged. Proposals should generally be limited to the items specified in Part B of the RFP.
- 5.10 The City will consider the Proposal in partnership with two or more organizations 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).
- 5.11 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.

6.0 CHANGES TO THE RFP AND FURTHER INFORMATION

- 6.1 The City may amend the RFP or make additions to it at any time.
- 6.2 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.
- 6.3 An information meeting and mandatory site visit (the "**Information Meeting**") will be held to enable Proponents to seek clarification with respect to any aspect of the RFP, in a group forum. The details are as follows:

Date: October 5, 2016
Time: 3:00 pm
Location: W Room (5th floor) Woodward's Heritage Building
111 West Hastings Street

- 6.4 Potential Proponents attending the Information Meeting are asked to complete and submit the form contained in Appendix 2 by email to jose.fernandez.garcia@vancouver.ca by the end of the day Tuesday October 4.
- 6.5 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.

7.0 CONTRACT REQUIREMENTS

- 7.1 The term of any Agreement is expected to be a three-year period, with the option to renew for a further two terms of one year each, for a maximum total term of five years, pending satisfactory completion of the terms and conditions of the lease occupation.
- 7.2 The Successful Proponent will be responsible for maintaining at all times and at its own expense, insurance coverage for the following:
- (a) Commercial general liability insurance of at least two million dollars (\$2,000,000) per occurrence/aggregate, naming the City of Vancouver and RainCity Housing and Support

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Society, their officials, officers, employees, servants and agents as additional insureds. This insurance shall also include the following:

- 7.2.a.1. Cross Liability / Severability of Interest Clause;
 - 7.2.a.2. Tenant's legal liability insurance to the full replacement cost of the Premises (estimated at \$400,000). Such coverage will include the activities and operations conducted by the Tenant and third parties in the premises;
 - 7.2.a.3. Non-Owned Automobile Liability Insurance;
 - 7.2.a.4. A limit of deductibility not greater than \$5,000 *[NOTE: The maximum the City will accept is now \$5,000. If one of the bidding proponents is a fairly large & established society, they may have a deductible greater than \$5,000. Please consult Risk Management accordingly].*
- (b) All Risk Property Insurance for tenant's improvements, contents, equipment, trade fixtures, furniture, etc. to at least 90% of their full replacement cost, with a Waiver of Subrogation in favour of the City of Vancouver and RainCity Housing and Support Society.
- (c) The following will apply to the above noted insurance policies:
- 7.2.c.1. The policies will be with insurers authorized to conduct business in the Province of BC;
 - 7.2.c.2. The policies will not be cancelled or endorsed to reduce the coverage limit(s) without thirty (30) days' notice in writing by Registered Mail to the City of Vancouver. Should the policies be endorsed to restrict coverage midterm, notice of such restriction will be provided in writing by Registered Mail to the City of Vancouver no later than the effective date of change;
 - 7.2.c.3. The policies shall be primary with respect to liability arising out of the operation of the Tenant. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of the Tenant's insurance and shall not contribute to it.
- (d) The Tenant shall provide at its own cost any additional insurance which is required by law or which the Tenant considers necessary.

8.0 EVALUATION OF PROPOSALS

- 8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.
- 8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal offer the overall best fit.
- 8.3 Key evaluation criteria include:

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- (a) Overall Vision: intended organizational use and vision for the Premises, which includes programs and services that benefit the social and economic environment of the DTES community, and enhance the space with the Premises;
 - (b) Articulation of: i) social and economic goals and outcomes; ii) alignment with the Healthy City Strategy, the DTES Local Area Plan, and connection with the Vancouver Coastal Health's DTES 2nd Generation Strategy; iii) approach and methodology; iv) service quality; vi) financial sustainability; and vii) innovation;
 - (c) Organizational Strength: demonstrated history of activities serving the DTES community for each partner involved in the service delivery plan; capability and experience of each of the partners with proven leadership, history, and references;
 - (d) Program Evaluation: intended evaluation framework to measure the success of program; evaluation tool to measure outcomes;
 - (e) Financial Capability/Viability: ability to cover all facility, operating and administrative expenses, and funding gaps from the COV and other partners;
 - (f) Contribution to Community: demonstrated contribution to the social and economic health of the DTES community and its residents;
 - (g) Collaboration: willingness to work with others to accelerate innovation, create efficiencies or enhance contributions to the DTES community;
 - (h) Community Support: demonstrated support of key stakeholders, including communities of interest and populations served.
- 8.4 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.
- 8.5 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 8.6 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. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
- 8.7 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. Proponents may be asked to provide audited financial statements prepared by an accountant and covering at least the prior two years. The City may also request that any proposed subcontractors undergo evaluation by the City.

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PART A - INFORMATION AND INSTRUCTIONS

8.8 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 that deviates from the Requirements or the conditions specified in the RFP; (e) reject a Proposal even if it is the only Proposal received by the City; (f) accept all or any part of a Proposal; (g) split the Requirements between one or more Proponents; and (h) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

9.0 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 2 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.

POTENTIAL PROPONENTS MUST REVIEW APPENDIX 1 TO THE PROPOSAL FORM CAREFULLY BEFORE SUBMITTING A PROPOSAL.

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

- 1.1 The City's vision for the Premises is to fulfill a key goal of the Healthy City Strategy that speaks to *"Making Ends Meet and Working Well"*. This goal recognizes the interconnections between having adequate income, purposeful activity, and connections to wellness. The Premises will be used as a community economic development hub that provides and connects low income DTES residents with services and opportunities focused on income generation. The Premises also offer an opportunity for local non-profit organizations and government agencies to work together by implementing a collaborative-based approach that invests in the low-income community in the DTES.
- 1.2 The Premises may primarily provide a hub for opportunities for DTES residents for purposeful activities including income generation, such as low-barrier employment and other innovative programs that incorporate cultural and gender equity-based lenses into their design. The space programming may include opportunities ("**Services**") including elements of the following:
 - (a) *Low-barrier employment/income generation opportunities:*
 - (i) Introduction and access to low-barrier employment opportunities
 - (ii) Support skills development opportunities to earn an income
 - (iii) Employer support services
 - (iv) Maker space and self-employment support
 - (v) Promotion/making of local art
 - (vi) Peer education and capacity building
- 1.3 The Premises may demonstrate that the program and services offer linkages to other services within and outside the physical site (i.e. other social enterprises, non-profits, service providers, employers, etc.), including: primary care, bridges to mental health and addiction services, employee/employer health support, and culturally appropriate healing and wellness for Aboriginal communities
- 1.4 In a locally-grounded environment, the multiservice integration will respond to individual and community needs, where the view is to find the right bridges to the right income generating and capacity building opportunities, and support them in transitioning into the most appropriate forms of activity given their context. The Premises will play a central role to counter social and income disparities of many local residents while affirming the community identity of the DTES.
- 1.5 The objectives of the Premises are:
 - (a) Respond to local needs for income generation and entrepreneurship and other purposeful activities;
 - (b) Support access to peer-based services and opportunities that lead to better outcomes for people;
 - (c) Mobilize local community resources;
 - (d) Demonstrate potential for broader systems changes through innovation, best practice, and community involved research methods;
- 1.6 The successful Proponent and partners that wish to lease the Premises from the City of Vancouver will plan Services that align with City policies and strategies including the Healthy City Strategy, Mayor's Task Force on Mental Health and Addictions, DTES Local Area Plan, and the City of Reconciliation Framework:

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

- (a) *Healthy City Strategy:*
 - (i) The purpose of the Healthy City Strategy is to create and continually improve the conditions that enable all Vancouver residents to enjoy the highest level of well-being possible. The goals to be achieved through this RFP are Making Ends Meet & Working Well, and Access to Healthy Human Services. Other HCS goals will be highly influenced by this RFP, including: Being and Feeling Safe and Included, Expressing Ourselves, and many others.
 - (b) *Mayor's Task Force on Mental Health and Addictions*
 - (i) Action Area 2: A peer-informed system:
 - (ii) Action Area 5: Focus on wellness for Aboriginal Peoples
 - (c) *DTES Local Area Plan:*
 - (i) Policy 8.1.3: Increase accessibility to neighbourhood programs for vulnerable groups
 - (ii) Policy 8.3.1: Support programs serving the Downtown Eastside residents within the City's range of policies and tools
 - (iii) Policy 10.1.3: Support community-based initiatives that strengthen the local economy
 - (iv) Policy 10.4.4: Build partnerships in training and skills development
 - (v) Policy 14.2.1: Pursue opportunities for arts and culture groups and services to be co-located in shared spaces where appropriate
 - (d) *City of Reconciliation Framework*
 - (i) Support better understanding of matters of cultural significance and priorities of First Nation and urban Aboriginal communities
- 1.7 Services should also align with the Vancouver Coastal Health's DTES 2nd Generation Strategy, in particular:
- (a) *Approach 1: Strengthen relationships*
 - (i) Enhance Aboriginal cultural competencies and coordinate service planning with Aboriginal Stakeholders
 - (b) *Approach 2: Expand care teams and competencies*
 - (i) Integrate a continuum of peer-based support into all DTES services
 - (ii) Support neighbourhood-wide care competencies
 - (iii) Connect individuals to care
- 1.8 The target population (the "Individuals") are low income DTES residents facing complex issues including: poverty; barriers that people living with mental health and addictions have in accessing traditional employment or employment training programs; access to treatment and recovery services for those with serious mental health and addictions who also have other health issues; and homelessness. Additional service considerations include trauma survivors, individuals engaged in sex work, and seniors.
- 1.9 The City encourages partnerships and the implementation of a collaborative-based approach to program delivery that better connect Individuals to services and community supports. Potential partnership might include, but are not limited to, a joint Proposal by two or more organizations; sourced funding from another entity used to enhance these services, or specific

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

ideas about the roles each of the partners might play to connect Individuals to services and community supports (see Section 2.0).

- 1.10 Hours of operations of the Premises will be based on the Proponents analysis of Individuals but the facility must be open 7 days/week.
- 1.11 The Proponent is encouraged to be innovative and propose outcomes, targets and indicators for each of the key Services that reflect policies and strategies described in Sections 1.6 and 1.7. The evaluation will help to improve our understanding of what contributes to opportunities for better health, wellness and income generation for people facing multiple and complex barriers. The Proponent is expected to provide both quantitative and qualitative evaluation report regarding the Services.
- 1.12 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

<p>2.1 Each Proposal should have:</p> <ul style="list-style-type: none">(a) A title page that clearly indicates the name of the Proponent and the general nature of the Proposal;(b) A detailed table of contents; and(c) An executive summary no more than one page long.
<p>2.2 GENERAL INFORMACION. The Proponent should provide in this section:</p> <ul style="list-style-type: none">(a) A summary of the Proponent’s proposal,(b) Proponent’s main office address;(c) Date of incorporation and place of incorporation;(d) Description of services, products and primary business;(e) Name, title, address, telephone and fax numbers, and e-mail address of the primary contact person.
<p>2.3 PROPONENT EXPERIENCE. The Proponent should provide a description of your previous experience working with targeted Individuals. Describe:</p> <ul style="list-style-type: none">(d) The ability, such as skills, knowledge, reputations and previous experience related to the programs and services outlined in this RFP;

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(e) Main activities/services and programs, their outcomes achieved and history of successes;

(f) Capacity to undertake programs and services outlined in this RFP.

2.4 **PARTNER ORGANIZATIONS.** The proponent should identify and provide the general information for each of the partner organizations that would take part of the integrated service delivery and outline their intended roles. You need to include:

(a) Legal name, mandate, main office address, telephone and fax number, and e-mail address of the primary contact person;

(b) A proposed organization chart, identifying all roles and areas of responsibility;

(c) Terms of Reference that describes the roles and responsibilities, including the type of services to be delivered by each partner organization.

2.5 **QUALIFICATIONS AND ORGANIZATION STRENGTH.** This section should provide information on:

(a) Proponent's accountability structure, as well as a description of current policies and procedures related to financial administration;

(b) Risk management system or processes;

(c) Process to facilitate communication with stakeholders, partners and Individuals for the purposes of information sharing and feedback;

(d) Policies and procedures in relation to the hiring, orientation, training, supervision and evaluation of personnel, and state if the Proponent has employed, either staff or volunteers, people with lived experience.

(e) Copy of financial statements for the most recent two fiscal years. Audited statements are preferred;

(Note: audited financial statements will be a crucial part of the evidence that a Proponent has the financial capability to sustainably operate the Premises. Therefore, if the Proponent and/or any of the partner organization have had financial difficulty in the past, explain how these difficulties were overcome)

(f) Three reference letters from funders or other partner agencies that the Proponent has provided services with or on behalf, that are the same or similar to the Services described in this RFP.

2.6 **CONTRIBUTION TO DTES COMMUNITY.** Each Proposal should detail how the programs and services will help to serve and work with targeted Individuals.

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

<p>2.7 PROPOSED PLAN. The Proposal should detail your approach to service delivery that meet the requirements outlined in this RFP. Describe how the Proponent and partners will utilize and program the Premises, along with a further description of how the space will be worked into the organizations' operations. The Proponent's plan should describe:</p> <ul style="list-style-type: none">(a) Vision for the Premises;(b) Services and an approximate number of Individuals and groups accessing the services: (i.e. women, Aboriginal, LGBTQ, youth, sex workers, men, etc.);(c) Partner agency responsible for the proposed Services. Include how the Proponent will structure staff and volunteers, including the involvement of individuals with lived experience. Provide job descriptions (key responsibilities, qualifications, and experience related to each of the roles proposed);(d) Describe how the Proponent will make sure to operate an inclusive and welcoming environment for Individuals, including cultural competency for Aboriginal people and application of a gender inclusive environment;(e) Connection and follow up plan for Individuals accessing Services within and outside the Premises;(f) Mechanisms to promote the Services to Individuals;(g) Approach to data collection and reporting
<p>2.8 EVALUATION OF SERVICES. This section should detail your plan to measure the success of Services proposed in Section 2.7. The City expects Proponents to implement <i>Social Return on Investment (SROI)</i> and <i>Collective Impact</i> frameworks to measure the impact of proposed program outcomes, as well as identify factors that may increase the extent of social and economic benefits of Services. This section should also include:</p> <ul style="list-style-type: none">(a) Specific anticipated outcomes, targets and indicators;(b) Systems, processes and people involved in data collection, analysis, reporting and dissemination.
<p>2.9 FINANCIAL PLAN. The Proposal should include full details of the Proponent's proposed Service budget, including:</p> <ul style="list-style-type: none">(a) A complete list of anticipated operating expenses, including but not limited to allocations for: staffing, insurance, equipment, utilities, repair and maintenance; and administration costs including contingency/emergency reserve funds. This should address the costs associated with merging services;

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

- (b) A complete list of the Proponent's anticipated revenues streams;
- (c) A description of any financial assumptions;
- (d) Additional information on program costs and financial viability that includes:

- i. Grants: provide a detailed breakdown of the grants for which the Proponent and partner organizations have applied or for which it intends to apply. If any grants have been confirmed, provide written confirmation (such as copy of the confirmation letter or email) from the sources;
- ii. In-kind support: briefly describe any expected in-kind support and specify the source (i.e. who will provide it); whether the in-kind support has been confirmed; if so, provide written confirmation from the source; if not, indicate when the in-kind support will be confirmed; how often such in-kind support will be provided to the Proponent or partner organizations;

- (e) Evidence of the Proponent's demonstrated success in capital fundraising

(Note: provide examples of previous fundraising experience, especially if your organization will rely on fundraising to cover operating and administration costs, as well as renovations and capital maintenance. Include details that demonstrate the ability to successfully raise funds as needed. What was done? How much was spent on the fundraising campaign, and how much was raised?)

2.10 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 derogate from the Requirements.

2.11 If, in addition to proposing Services which meet the Requirements, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should to be submitted separately as an appendix within the Proposal.

2.12 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.

2.13 Each Proponent should submit with its Proposal a *Certificate of Existing Insurance*, in the form of Schedule 1 to the RFP, duly completed and signed by its insurance agent or broker as evidence of its existing insurance.

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

2.14 Each Proposal must be submitted under the cover of a completed Proposal Form, including Appendix 1 thereto.

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PART C - PROPOSAL FORM

PROPOSAL FORM

Social Non-Profit Tenancy for Social/Health Programming on the storefront space at The Lux - 57
East Hastings
(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, 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

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APPENDIX 1 - LEGAL TERMS AND CONDITIONS

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 following and as a result of the Proponent's selection by the City in the City's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

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

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

REQUEST FOR PROPOSALS

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- 57 East Hastings**

APPENDIX 1 - LEGAL TERMS AND CONDITIONS

hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

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

5.2 Reservation of Complete Control over Process

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

5.3 Discussions/Negotiations

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

5.4 Acceptance or Rejection of Proposals

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

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

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

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))

REQUEST FOR PROPOSALS

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- (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 the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

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

REQUEST FOR PROPOSALS

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8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

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

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential

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

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

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

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

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

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 GENERAL

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

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11 INDEPENDENT LEGAL ADVICE

THE PROPONENT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SUBMITTING ITS PROPOSAL FORM, INCLUDING THIS APPENDIX 1.

IN WITNESS WHEREOF, AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND HEREBY, THIS APPENDIX 1 IS EXECUTED ON BEHALF OF THE PROPONENT BY ITS DULY AUTHORIZED SIGNATORY OR SIGNATORIES:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

REQUEST FOR PROPOSALS

Social Non-Profit Tenancy for Low Barrier Employment and Income Generation Services at The Lux
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APPENDIX 2 - INFORMATION MEETING ATTENDANCE FORM



Re. Request for Proposals

Social Non-Profit Tenancy for Low Barrier Employment and Income Generation Services at The Lux - 57 East Hastings

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:

Jose Fernandez Garcia
Social Planner
City of Vancouver c/o Social Policy & Projects
5th floor Reception - Woodward's Heritage Building
111 West Hastings Street
jose.fernandez.garcia@vancouver.ca
604-673-8289

Proponent's Name: _____

Address: _____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____ Incorporation Date: _____

Our company WILL attend the information meeting for Request for Proposals **Social Non-Profit Tenancy for Low Barrier Employment and Income Generation Services at The Lux - 57 East Hastings**

Signature

Name of Authorized Signatory

E-mail Address

Date

REQUEST FOR PROPOSALS
Social Non-Profit Tenancy for Low Barrier Employment and Income Generation Services at The Lux
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APPENDIX 3 - SERVICE LEVEL AGREEMENT

See attachment

**SERVICE LEVEL AGREEMENT
The LUX - 57 E Hastings**

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

Head Landlord - BC Housing	HEAD
Sub-Landlord - Rain City Housing and Support Society	SUB
Sub-Sub Landlord - City of Vancouver	CoV
Sub-Sub Tenant - Non-profit operator	NPO

The Sub-sub tenant will be responsible for maintenance and repairs within the leased space including mechanical (HVAC, plumbing) and electrical systems, as well as janitorial, utilities, pest control, and security services. The Sub-sub Tenant will also be responsible for the capital life-cycle replacement of the major interior surfaces and improvements.

The Sub-sub Landlord will be responsible for the common area costs and the capital replacement of base building systems.

Access to parking and garbage removal services to be handled/negotiated directly with the Sub-Landlord, outside of this agreement.

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
1.1	Heating, Ventilation and Air Conditioning within the Leased Space (excluding common equipment/systems)		
a	- annual inspection	NPO	NPO
b	- routine maintenance and repair	NPO	NPO
c	- provision & replacement of filter material	NPO	NPO
d	- cleaning of ducts	NPO	NPO
e	- life cycle replacement (Capital Maintenance)	CoV	CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
f	- misc. operating costs	NPO	NPO
2.1	Plumbing Systems within the Leased Space		
a	-preventive maintenance and repairs to hot water heating systems and domestic cold water systems	NPO	NPO
b	- major repairs of hot water heating systems and domestic cold water systems	NPO	NPO
c	- repairs and replacement of all plumbing fixtures including hot water tank, and all other routine repairs	NPO	NPO
d	- life cycle replacement of all hot and cold water piping	CoV	CoV
3.1	Mechanical Systems exclusive to or within the Leased Space		
a	- preventive maintenance and repairs	NPO	NPO
b	- life cycle replacement	CoV	CoV
c	- installation, maintenance and replacement of additional equipment provided and installed by the occupant	NPO	NPO
4.1	Fire Protection & Suppression exclusive to the Leased Space		
a	- monthly inspection of fire extinguishers and smoke detectors within the premises	NPO	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
b	- annual inspection of fire extinguishers and smoke detectors within the premises	NPO	NPO
c	- repairs/recharging of fire extinguishers within premises	NPO	NPO
4.2	Common Fire Protection & Suppression (systems serving more than the Leased Space)		
a	- annual inspection, maintenance and repairs of the fire alarm system	HEAD	CoV
b	- life cycle replacement of fire alarm system	HEAD	CoV
c	- annual inspection, maintenance and repair of fire sprinkler system	HEAD	CoV
d	- life cycle replacement of fire sprinkler system	HEAD	CoV
5.1	Security Systems dedicated to or within the Leased Space		
a	- system monitoring, inspection, maintenance and repair	NPO	NPO
b	- life cycle replacement	NPO	NPO
c	- repair, replacement, re-keying of all locks	NPO	NPO
5.2	Security Systems to the Parkade		
a	- provision of access cards	HEAD	NPO
b	- replacement of access cards	HEAD	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
6.1	Electrical Distribution Systems exclusive to or within the Leased Space (excluding common systems/equipment)		
a	- repairs and upgrades initiated by the lessee	NPO	NPO
b	- inspection, maintenance and repair of wiring, breakers and electrical panels	NPO	NPO
c	- life cycle replacement of wiring, breakers and panels	CoV	CoV
d	- repair or replacement of switches, receptacles, cover plates	NPO	NPO
7.1	Lighting Systems within the Leased Space		
a	- bulb/tube replacement for interior lighting	NPO	NPO
b	- annual inspection and maintenance of interior emergency/exit lighting	NPO	NPO
c	- interior lighting ballast replacement	NPO	NPO
d	- life cycle replacement of base building fixtures	N/A	N/A
e	- cleaning of interior light fixtures	NPO	NPO
f	- provision, maintenance, repair and replacement of portable lighting fixtures	NPO	NPO
8.1	Exterior Windows of the Leased Space		
a	- breakage, routine repairs and replacement (caused by damage) of exterior windows	NPO	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
b	- cleaning of interior surfaces of exterior windows	NPO	NPO
c	-cleaning of exterior surfaces of exterior windows	NPO	NPO
d	- additional cleaning of exterior surfaces of exterior windows outside of annual cleaning	NPO	NPO
e	- life cycle replacement of the exterior windows	HEAD	HEAD
8.2	Interior and Exterior Doors within the Leased Space		
a	- maintenance and repair of interior doors	NPO	NPO
b	- life cycle replacement of interior doors	NPO	NPO
c	- maintenance, repair and replacement (due to damage) of exterior doors	NPO	NPO
d	- life cycle replacement of exterior doors	CoV	CoV
9.1	Interior Surfaces within the Leased Space		
a	- interior life cycle repainting	NPO	NPO
b	- maintenance and cleaning of window applications including, but not limited to blinds and curtains	NPO	NPO
c	- repairs to interior walls and ceilings, including minor painting	NPO	NPO
d	- life cycle replacement of ceiling tiles	n/a	n/a

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
e	- interior repairs due to building system failures such as roof leaks, exterior walls and foundation leaks not caused by the occupant or operations	HEAD/NPO	HEAD/NPO
f	- maintenance and repairs of floor coverings, including carpet and tile	NPO	NPO
g	- life cycle replacement of flooring coverings	NPO	NPO
h	- maintenance and repair of millwork	NPO	NPO
i	- life cycle replacement of millwork	NPO	NPO
10.1	Major Structural Systems included within the Leased Space		
a	- repairs or replacements of foundations, flooring sub-structure, building envelope including bearing walls and roofing	HEAD	HEAD
b	- repairs and painting of exterior surfaces including windows, trim, fascia and soffits	HEAD	HEAD
10.2	Major Structural Systems external to the Leased Space		
a	- all repairs and replacements	HEAD	HEAD
11.1	Site Services outside of the Leased Space		
a	- snow and ice removal from steps, walkways, entrances including the provision of de-icing materials	HEAD	N/A
b	- repairs of water and sewage systems (beyond the building perimeter), unless deemed to be caused by the Tenant	HEAD	CoV

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
c	- maintenance and repair of parking and loading areas	HEAD	CoV
d	-graffiti removal	HEAD/CoV	CoV
12.1	Interior Signage within the Leased Space		
a	- maintenance, repair and replacement of interior signage	NPO	NPO
12.2	Exterior Signage for the NPO (within the City's Leased Space and/or outside the City's Leased Space)		
a	- maintenance, repair, and replacement (subject to prior approval of the CoV and Head Landlord)	NPO	NPO
13.1	Janitorial Services within the Leased Space		
a	- routine janitorial/custodial services	NPO	NPO
b	- pest control services (interior)	NPO	NPO
c	- provision of all washroom and cleaning supplies	NPO	NPO
14.1	Appliances, Program and Other Non-Installed Equipment within the Leased Space		

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
a	- inspection, maintenance and repair of all non-building equipment including stoves, refrigerators, microwaves, coolers, free standing cabinets, track lighting	NPO	NPO
b	- replacement of all appliances, program and non-installed equipment	NPO	NPO
c	- maintenance, repair and replacement of furniture	NPO	NPO
15.1	Renovations and Upgrades within the Leased Space		
a	- any upgrades, additions, enhancements or improvements beyond what was originally provided during construction (subject to prior approval by HEAD and CoV) including hazardous materials remediation as required	NPO	NPO
16.1	Utilities		
a	- electricity	NPO	NPO
b	- gas	NPO	NPO
c	- water and sewer	NPO	NPO
d	- all other municipal utilities charges which appear on the property tax notice	NPO	NPO
e	BIA fees, as applicable	NPO	NPO
17.1	Business Operations		
a	- staff costs	NPO	NPO
b	- telephone, internet & cable services	NPO	NPO

Item	Description	Party to Perform the Work	Party Responsible to Pay for Work
c	- insurance (CGL, business interruption, contents, etc.)	NPO	NPO
d	- supplies and equipment, including for bathroom and kitchen	NPO	NPO
e	- security services	NPO	NPO

Life Cycle Replacement-

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

Damage

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

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APPENDIX 4 - SITE PLAN

See attachment

**EXPLANATORY PLAN OF LEASED AREAS COMPRISING PARTS OF
THE GROUND FLOOR OF A 9-STOUREY BUILDING SITUATED ON
LOT C, BLOCK 8, DISTRICT LOT 196, GROUP 1,
NEW WESTMINSTER DISTRICT, PLAN LMP45514
BCGS 92G.025**

PLAN BCP

SCALE: 1:100

The intended plot size of this plan is 260 m
in width by 432 m in height (sheet size C
when plotted at a scale of 1:100)

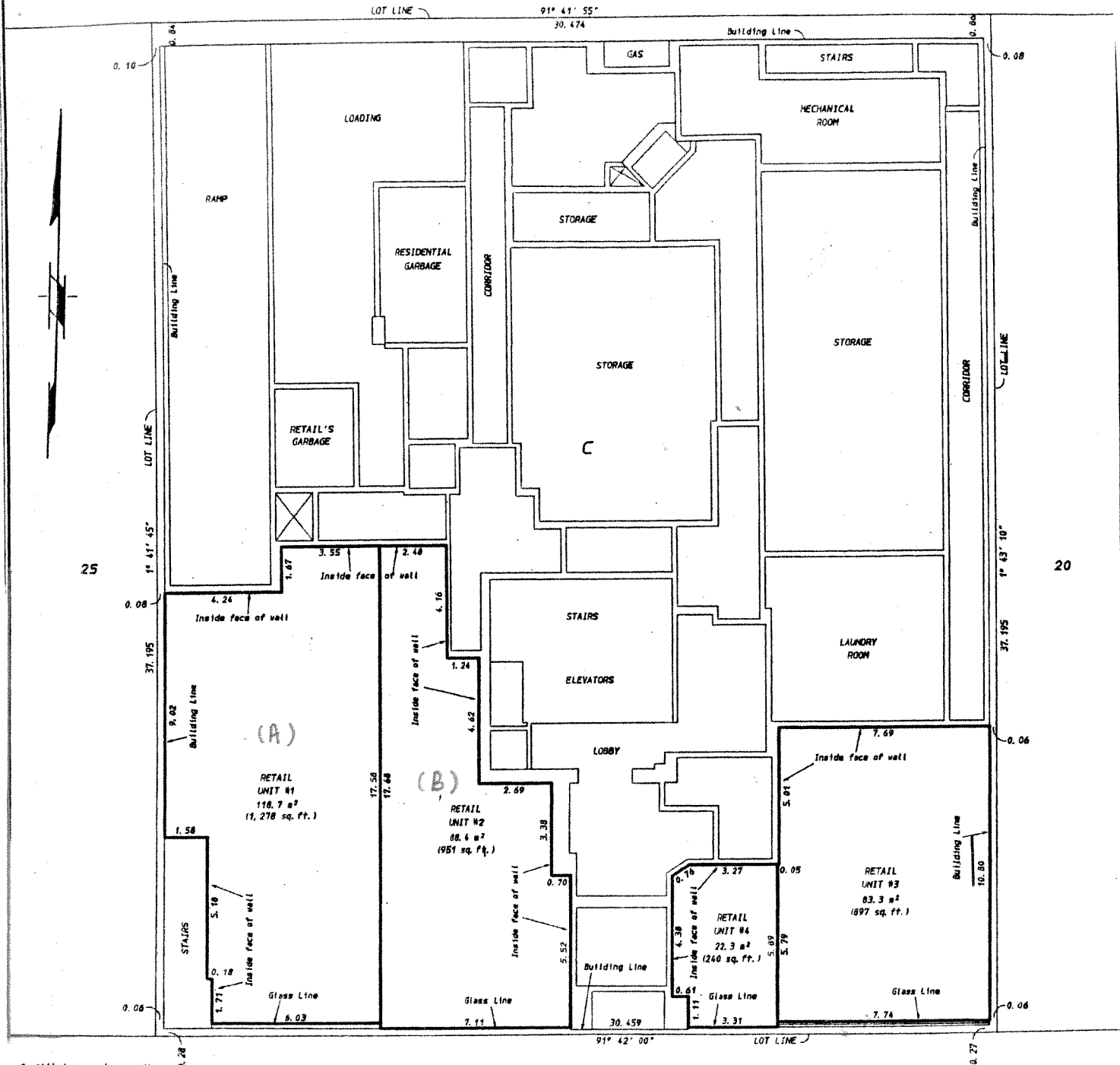


ALL DISTANCES ARE IN METRES AND DECIMALS
THEREOF UNLESS OTHERWISE INDICATED

Deposited in the Land Title office
at New Westminster, B.C. this _____ day
of _____, 2009.

Deputy Registrar
Ref: _____

LANE



Certified correct according
to Land Title Office records
this 23th day of June, 2009.
The plan was completed and
checked, and the checklist
filed under # 100270 on the
26th day of August, 2009.

B. J. Wong
B.C.L.S.

FILE: SU-1972

LEGENDA

m² denotes square metres
sq. ft. denotes square feet

Bearings are grid bearings and
derived from Plan LMP45514

This plan lies within the Greater Vancouver Regional District

Ken K. Wong and Associates
Canada and B.C. Land Surveyors
5624 E. Hastings Street
Burnaby, B.C. V5B 1R4
Telephone: 294-8881
Fax: 294-0625
090242 / 0843 P69-70, R10810
Drawn by: HP M-13510

REQUEST FOR PROPOSALS
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APPENDIX 5 - CD-1 (403) ZONNING BY-LAW

See attachment



City of Vancouver *Zoning and Development By-law*

Community Services, 453 W. 12th Ave Vancouver, BC V5Y 1V4 ☎ 604.873.7344 fax 873.7060
planning@city.vancouver.bc.ca

CD-1 (403)

55-67 East Hastings Street

By-law No. 8193

(Being a By-law to Amend By-law 3575, being the Zoning and Development By-law)

Effective May 2, 2000

(Amended up to and including By-law No. 8760, dated December 9, 2003)

1 [Section 1 is not reprinted here. It contains a Standard clause amending Schedule D (Zoning District Plan) to reflect this rezoning to CD-1.]

2 Uses

2.1 The area shown included within the heavy black outline on Schedule “A” shall be more particularly described as CD-1(403), and the only uses permitted within the outlined area, subject to Section 2.2 and such other conditions as Council may by resolution prescribe, and the only uses for which development permits will be issued are

- (a) Cultural and Recreational Uses, limited to Artist Studio - Class A, Community Centre or Neighbourhood House, Library, and Theatre,
- (b) Dwelling Units,
- (c) Institutional Uses, limited to Child Day Care Facility, Detoxification Centre and Social Service Centre,
- (d) Manufacturing Uses, limited to Bakery Products Manufacturing, Clothing Manufacturing, Electrical Products or Appliances Manufacturing, Furniture or Fixtures Manufacturing, Jewellery Manufacturing, Leather Products Manufacturing, Miscellaneous Products Manufacturing - Class B, Printing or Publishing, and Software Manufacturing,
- (e) Office Uses,
- (f) Retail Uses, limited to Furniture or Appliance Store, Grocery or Drug Store and Retail Store,
- (g) Service Uses, limited to Barber Shop or Beauty Salon, Laundromat or Dry Cleaning Establishment, Print Shop, Repair Shop - Class B, Restaurant - Class 1, School - Arts or Self-Improvement, School - Business, School - Vocational or Trade, and Sign Painting Shop,
- (h) Recycling Depot,
- (i) Interim Uses not listed above and Accessory Uses customarily ancillary thereto, provided that
 - (i) the Development Permit Board considers that the use will be compatible with and not adversely affect adjacent development that either exists or is permitted by this By-law, and
 - (ii) the Development Permit Board is satisfied that the use can be easily removed and is of low intensity or low in capital investment.

2.2 Conditions of Use

All uses, except residential, are limited to the ground floor.

3 Floor Space Ratio

3.1 The maximum floor space ratio is 4.58. except that residential uses must not exceed a floor space ratio of 4.21 and non-residential uses must not exceed a floor space ratio of 0.37. For the purpose of computing floor space ratio, the site is all parcels covered by this By-law, and is deemed to be 1,133.2 m², being the site size at time of application for rezoning, prior to any dedications.

3.2 The following will be included in the computation of floor space ratio:

- (a) all floors both above and below ground level, to be measured to the extreme outer limits of the building, stairways, fire escapes, elevator shafts and other features which the Director of Planning considers similar, to be measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located.

3.3 The following will be excluded in the computation of floor space ratio:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Development Permit Board, are similar to the foregoing and contribute to the amenity or environment of the Downtown-Eastside / Oppenheimer District, provided that the total area of all exclusions does not exceed eight percent of the provided residential floor area;

- (b) patios or roof gardens provided that any sunroofs or walls are approved by Director of Planning;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which, in the opinion of the Director of Planning, are similar to the foregoing, those floors or portions thereof so used, which are at or below the base surface, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length;
- (d) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit; [8760; 03 12 09]
- (e) where exterior walls greater than 152 mm in thickness have been recommended by a Building Envelope Professional as defined in the Building By-law, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness, except that this clause shall not apply to walls in existence prior to March 14, 2000; [8289; 01 02 20]
- (f) amenity areas, including day care facilities, recreation facilities, and meeting rooms, to a maximum aggregate total of 10 percent of the total permitted floor area. [8337; 01 05 15]

3.4 The Director of Planning may permit the following to be excluded in the computation of floor space ratio:

- (a) enclosed residential balconies, provided that the Director of Planning first considers all applicable policies and guidelines adopted by Council and approves the design of any balcony enclosure, subject to the following:
 - (i) the total area of all open and enclosed balcony or sundeck exclusions does not exceed eight percent of the residential floor area being provided; and
 - (ii) no more than fifty percent of the excluded balcony floor area may be enclosed.

3.5 Floor space shall not be put to any use other than that which justified the exclusion.

4 Height

The maximum building height measured above the base surface, but excluding mechanical penthouse and roof, is 26.7 m and the building must not extend beyond 9 storeys.

5 Off-Street Parking and Loading

5.1 Off-street parking and loading and bicycle spaces must be provided, developed and maintained in accordance with the applicable provisions of the Parking By-law, except that one parking space for every eight dwelling units must be provided.

5.2 The Director of Planning, on advice of the City Engineer, may grant a relaxation in the requirements of section 5.1 where enforcement would result in unnecessary hardship and where he is of the opinion that such relaxation will not adversely impact surrounding developments and residents or the parking needs of the residents or visitors to the site.

6 Acoustics

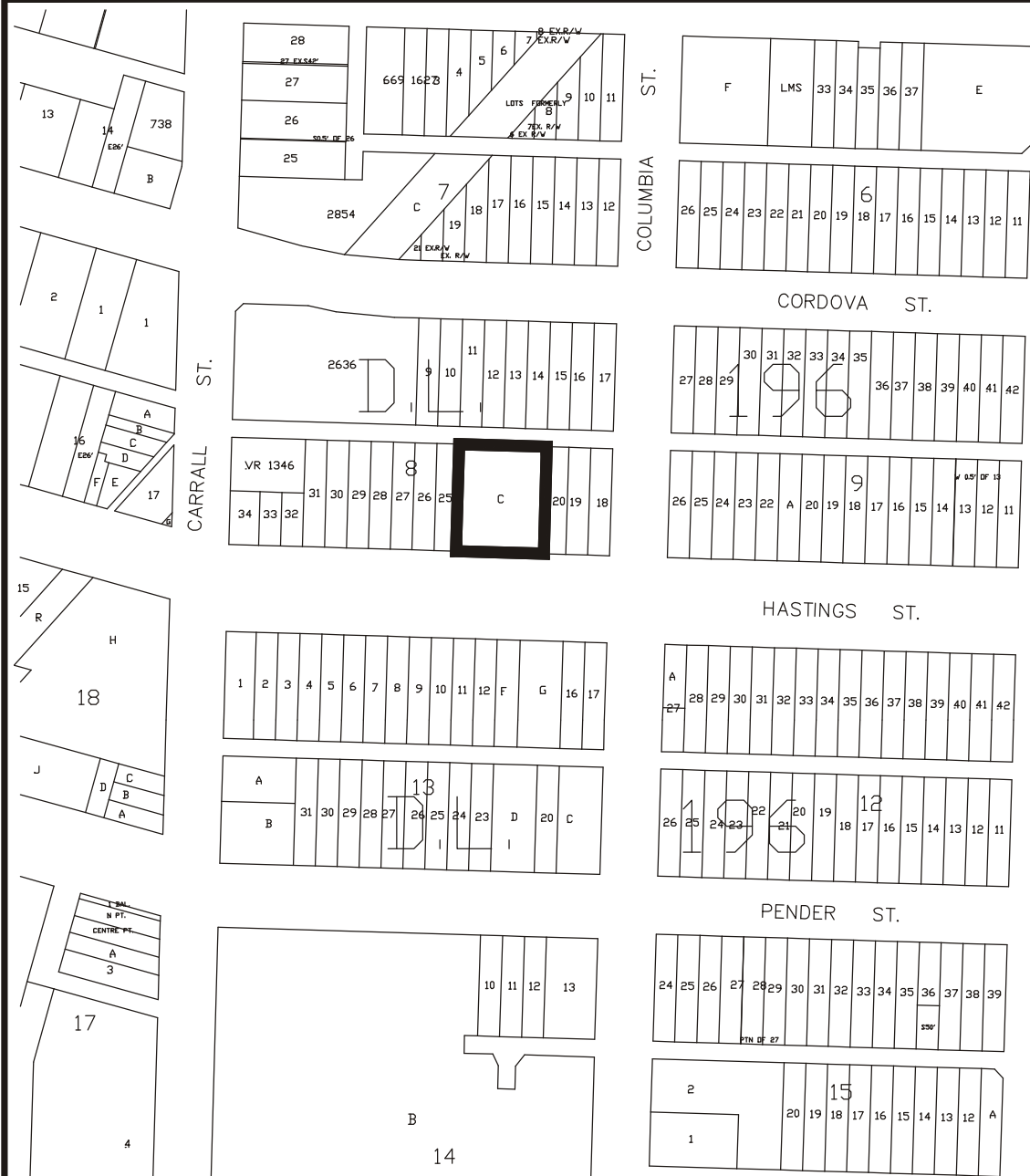
All development permit applications require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of the dwelling units listed below will not exceed the noise level set opposite such portions. For the purposes of this section the noise level is the A-weighted 24-hour equivalent (Leq) sound level and will be defined simply as noise level in decibels.

Portions of Dwelling Units	Noise Level (Decibels)
bedrooms	35
living, dining, recreation rooms	40
kitchen, bathrooms, hallways	45

7 *[Section 7 is not reprinted here. It contains a standard clause including the Mayor and City Clerk's signatures to pass the by-law and certify the by-law number and date of enactment.]*

Schedule A

By-law No. 8193 being a By-law to amend By-law No. 3575
being the Zoning & Development By-law



The property outlined in black () is rezoned:
From **DEOD** to **CD-1**

Z-504

RZ - 55 - 67 East Hastings Street

map: 1 of 1
scale: 1:2000



City of Vancouver

REQUEST FOR PROPOSALS
Social Non-Profit Tenancy for Low Barrier Employment and Income Generation Services at
The Lux - 57 East Hastings
APPENDIX 5 - CERTIFICATE OF EXISTING INSURANCE

See attachment



**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 _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

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

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

Partner Organization General Information

CleanStart

A: 1060 Howe St Vancouver BC V6Z 1P5

P: 604 992 5316

Dylan Goggs dylan@cleanstartbc.ca

Mandate: Job creation for individuals with barriers

Hastings Crossing BIA

A: 210-128 West Hastings St Vancouver BC V6B 1G8

P: 604 219 3196

Landon Hoyt landon@hxbia.com

Mandate: Hastings Crossing BIA focuses on initiatives related to the health and resilience of the local economy, the management of the built environment, stewardship of the natural environment of which it is intertwined with, and the cultural and social development of their area

LEDlab

A: 90-425 Carrall St Vancouver BC V6B 6E3

P: 604 682 4141

Kiri Bird kiri@ledlab.ca

Mandate: LEDlab partners with community organizations to explore innovative ways to build a more vibrant and inclusive local economy in Vancouver's Downtown Eastside.

Through it, they will build, test and scale solutions that put money in the pockets of DTES residents; enhance the capacity of individuals, organizations and networks; and disrupt traditional patterns of power and resource use in the community.

Ministry of Social Development and Social Innovation

A: 19th Floor – 1050 West Pender St Vancouver V6E 3S7

P: 778 998 3589

F: 604 660 2503

Dave Jagpal dave.jagpal@gov.bc.ca

Mandate: The Ministry of Social Development and Social Innovation focuses on providing British Columbians in need with a system of supports to help them achieve their social and economic potential.

Mission Possible

A: 659 East Hastings St Vancouver BC V5K 1Z1

P: 604 253 4469

F: 604 253 0418

Matt Smedley matt@mission-possible.ca

Mandate: Mission Possible is helping people renew a sense of dignity and purpose through meaningful work. Their work can be summed up in these three words: People, Purpose, and Paycheque

Open Door Group – WorkBC DTES

A :112 West Hastings St Vancouver BC V6B 1G8

P: 604 872 0770

Jarett Rude jarett.rude@opendoorgroup.org

Mandate: Their area of expertise is providing client-centered service to help people achieve employment or community attachment.

Pace Society

A: 148 West Hastings St Vancouver BC V6B 1G8

P: 604 872 7651

Laura Dilley laura@pace-society.org

Mandate: PACE promotes safer working conditions by reducing harm and isolation through education and support. They believe that Sex Workers are valuable members of our community and are entitled to the same rights as all other human beings.

Potluck

A: 30 West Hastings St Vancouver BC V6b 1G4

P: 604 683 0073 ext 379

Colin Stansfield colin@potluckcatering.com

Mandate: Community nutrition and job creation for individuals with barriers

Powell St Festival

A: 410-111 West Hastings St Vancouver BC V6B 1H4

P: 604 739 9388

F: 604 739 9308

Emiko Morita emiko@powellstreetfestival.com

Mandate: The Powell Street Festival Society's mission is to cultivate Japanese Canadian arts and culture to connect communities.

Radius

A: Simon Fraser University 500 Granville St Vancouver BC V6C 1W6

P: 604 7204223

Donovan Wollard dwillard@radiusfu.com

Mandate: Social innovation lab and venture incubator.

The Binnars' Project

Anna Godefroy anna.godefroy@thebinnarsproject.org

Mandate: The Binnars' Project has evolved into an innovative social and economic initiative dedicated to working with and for binnars.

Tradeworks

A: 882 East Cordova St Vancouver BC V6A 1M4

P: 604 253 9355

Steve Johnston sjohnston@@tradeworks.bc.ca

Mandate: Tradeworks assists women and other community members with multiple barriers to employment through a combination of life and employment skill development, and hands-on training in carpentry.

UBC Learning Exchange

A: 612 Main St Vancouver BC V6A 2V3

P: 604 408 5164

F: 604 682 6807

Kathleen Leahy kathleen.leahy@ubc.ca

Mandate: The Learning Exchange connects UBC and people in Vancouver's Downtown Eastside. As UBC's focal point in this community, they are committed to community engagement, student learning and academic priorities.

Carnegie Community Centre

A: 401 Main St Vancouver BC V6A 2T7

P: 604 665 2220

Sharon Belli sharon.belli@vancouver.ca

Mandate: Carnegie Community Centre — often referred to as the living room of the Downtown Eastside — provides social, educational, cultural and recreational activities on-site, at nearby Oppenheimer Park and through an outreach team.

Strathcona BIA

A: 1222 East Hastings St Vancouver BC V6A 1S6

P: 604 258 2727

Joji Kumagai joji@strathconabia.com

Mandate: It is the Strathcona BIA's mission to promote a strong local economy through advocacy, cultivating relationships, supporting business participation in the community, delivering innovative relations and fostering community leaders.

WISH

A: 334 Alexander St Vancouver BC V6A 1C3

P: 604 669 9474

Eva Ureta wishpvp@shaw.ca

Mandate: The mission of WISH is to improve the health, safety and well-being of women who are involved in Vancouver's street-based sex trade

First Nations Technology Council

A: 1200-100 Park Royal South West Vancouver BC V7T 1A2

P: 604 921 9939

Denise Williams denise.williams@fntc.info

Mandate: Technology Council aims to ensure all First Nations people are benefitting from the advancement of digital technologies and have the opportunity to join the growing number of First Nations people participating in BC's technology sector.

Megaphone

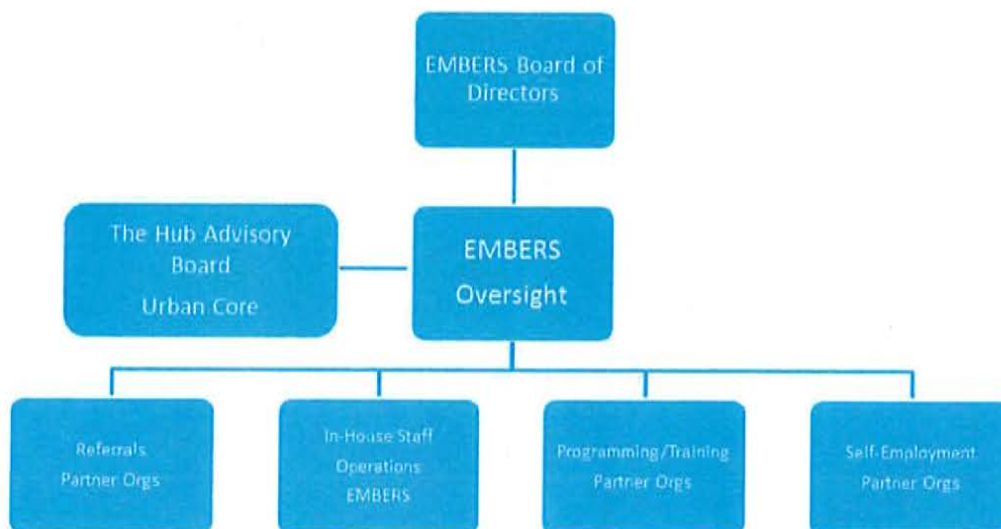
A: 121 Heatley Ave Vancouver BC V6A 3E9

P: 604 2559701

Jessica Hannon jessica@megaphonemagazine.com

Mandate: Megaphone's goal is to provide a voice and an economic opportunity for homeless and low-income people while building grassroots support to end poverty.

Organizational Chart



Partner Participation

Organization	Participation in the Hub	Benefits of the Hub to the Organization
CleanStart	<ul style="list-style-type: none"> • Referrals • Specific training on hoarding removal • Odd job opportunities • Permanent job opportunities • Guidance/advice/knowledge sharing as the Hub evolves 	<ul style="list-style-type: none"> • Centralized location that holds the information regarding employment in the DTES and employment programming thus making easier for all organizations to collaborate • A Hub to refer workers to that do not fit within their model • A Hub to get odd job workers and longer term recruits
Hastings Crossing BIA	<ul style="list-style-type: none"> • Connecting businesses to the Hub for odd jobs and more temporary work opportunities – using their listserve to mail out announcements and new opportunities • As a member of Urban Core Hastings Xing has applied for funding for an Urban Core staff role – potential for this staff to be located at the Hub • Potential for park steward role to be situated at the Lux that could offer odd job opportunities for workers • Guidance/advice/knowledge sharing as the Hub evolves 	<ul style="list-style-type: none"> • The Hub to provide workers for businesses that are interested in hiring from the local community • The Hub to provide space for the potential park steward team in exchange for odd job employment opportunities
LEDlab	<ul style="list-style-type: none"> • Provide 1 full time project coordinator from their program to work on a project identified as important to the success of the Hub • Provide increased exposure of the Hub through LEDlab and Ecotrust networks • Connections with other DTES projects participating in the LEDlab • Guidance/advice/knowledge sharing as the Hub evolves 	<ul style="list-style-type: none"> • Opportunity for the LEDlab to fulfill their mandate working to solve complex issues in the DTES

<p>Ministry of Social Development and Innovation</p>	<ul style="list-style-type: none"> • Provide dedicated liaison from the Hub to the Ministry to help clients navigate the social welfare system as it intersects with starting/gaining/maintaining employment • Provide workshops at the Hub is this is deemed beneficial or communicating actively with the Hub to ensure that all relevant workshops in the community are shared at the Hub • As the relationship develops the learnings at the Hub may help to inform welfare needs and practices as it relates to income generation 	<ul style="list-style-type: none"> • As the Hub will be working closely with the Open Door Group – and EMBERS has a long history of working with them- we will then ensure that there is no duplication of services and when working in partnership makes the most sense we will be doing so
<p>Mission Possible</p>	<ul style="list-style-type: none"> • Referrals • Provide dedicated Mission Possible staff that will be responsible for liaising with the Hub • Guidance/advice/knowledge sharing as the Hub evolves • Guidance/advice on recruitment, hiring and training of Hub staff 	<ul style="list-style-type: none"> • Centralized location that holds information on employment in the DTES and programming around this thus making it easier for all organizations to collaborate. • A Hub to refer workers to that do not fit within their model • A Hub to get odd job workers and longer term recruits • The Hub views employment along a continuum along which MP would like to see individuals move should they be inclined to do so. The Hub meets people where they are at but it also provides opportunities for people to grow, build capacity and advance.

<p>Open Door Group</p>	<ul style="list-style-type: none"> • Referrals • Odd job opportunities • Provide job postings available at WorkBC • Provide dedicated ODG staff that will be responsible for liaising with the Hub and that will be current on Hub's programs and practices • Guidance/advice/knowledge sharing as the Hub evolves • Guidance/advice on recruitment, hiring and training of Hub staff • Guidance around government support for individual looking for work • Guidance on creating suitable job opportunities • ODG Program Director to potentially sit on the Hub Advisory Board • The Hub and ODG will work closely to support workers through the continuum of employment in concert not in opposition or duplication 	<ul style="list-style-type: none"> • A Hub to refer workers that do not fit into their model • The Hub provides an opportunity for ODG to participate in a project that showcases that helping individuals through the employment continuum is of great benefit to the community
<p>PACE Society</p>	<ul style="list-style-type: none"> • Referrals • Guidance designing and operating the Peer staff program at the Hub • Guidance/advice/knowledge sharing as the Hub evolves 	<ul style="list-style-type: none"> • A Hub to refer workers beyond their opportunities • An opportunity to provide best practice knowledge in order to create more Peer staffing positions
<p>Potluck</p>	<ul style="list-style-type: none"> • Referrals • Guidance/advice/knowledge sharing as the Hub evolves • A console/device that connects workers with resources available in regards to employment training • Provide Knack workshops on site that focus on employment soft skills • Casual honourarium opportunities for catering events 	<ul style="list-style-type: none"> • A Hub to refer workers that do not fit within their model • Centralized location that holds information on employment in the DTES and programming around this thus making it easier for all organizations to collaborate • A centralized location for soft-skills employment training that can be headed up

		<p>by Knack</p> <ul style="list-style-type: none"> • An opportunity to advance the work/reach/reputation of the Knack program
Powell St Festival	<ul style="list-style-type: none"> • Provide honourarium work opportunities during the festival • Collaboration with training programs in the Hub in hiring individuals for the Festival • Guidance/advice/knowledge sharing around honourarium employment 	<ul style="list-style-type: none"> • The Hub can provide the Powell St Festival with the targeted workers they require. They are committed to creating low-barrier jobs that they want filled by local residents • The Hub will provide specific training for these workers
The Bidders' Project	<ul style="list-style-type: none"> • Provide honourarium work opportunities for their events • Guidance/information on the kinds of training required that will lead to employment • Guidance/advice/knowledge sharing on self-employment, working with bidders, working with local businesses 	<ul style="list-style-type: none"> • Centralized location that holds information on employment in the DTES and programming around this that is easy for the bidders to access • Space for bike and cart repair including equipment storage and potentially cart storage • Meeting and working space
Tradeworks	<ul style="list-style-type: none"> • Referrals • Provide dedicated Tradeworks staff that will be responsible for liaising with the Hub • Guidance/advice/knowledge sharing as the Hub evolves • Guidance and participation on a collaborative training model whereby the Hub could act as the centralized location for soft-skills employment training that is currently offered by multiple organizations thus saving resources 	<ul style="list-style-type: none"> • A Hub to refer worker to that do not fit into their model • Centralized location that holds information on employment in the DTES and programming around this making it easier for organizations to collaborate • The Hub could provide a truly collaborative space that could potentially act as a centralized location for soft-skills training that could reduce duplication in the community as well as

		<p>facilitation and space costs for organizations such as Tradeworks</p>
<p>UBC Learning Exchange</p>	<ul style="list-style-type: none"> • Referrals • Provide dedicated Learning Exchange staff that will be responsible for liaising with the Hub • Guidance/advice/knowledge sharing as the Hub evolves • Advice on best practices for operating a calm, safe space • Director to potentially sit on the Hub Advisory Committee • Learning Exchange staff set up computer lab at the Hub • Learning Exchange Ambassadors assess community tech needs at the Hub • UBC students on practicums 	<ul style="list-style-type: none"> • A hub to refer people to that they cannot assist • A hub to reach other people that benefit from their services that will not go to their current location • Influence on training and programs around employment
<p>First Nations Technology Council</p>	<ul style="list-style-type: none"> • Guidance on how to ensure the Hub is welcoming, culturally sensitive to Indigenous People. They have experience on what can escalate situations with Indigenous People and therefore can inform the design and operations of the Hub to ensure that is a safe, calm space. • Guidance on programming that would be useful to Indigenous People • Provide information on resources available to Indigenous People specifically • Connect with other Aboriginal organizations • Guidance on staffing of the Hub – training on Indigenous specific areas as well as hiring from the Indigenous community 	<ul style="list-style-type: none"> • The Hub could be a resource for the First Nations Tech Council to engage suitable individuals in their programming. The Hub could help build awareness for the Tech Council
<p>TD Canada Trust</p>	<ul style="list-style-type: none"> • Provide financial literacy workshops at the Hub 	<ul style="list-style-type: none"> • Connection within the Hub will help fulfill its community mandate
<p>Strathcona BIA</p>	<ul style="list-style-type: none"> • Connect the Hub with small businesses in the BIA that are looking to hire locally. They will be working on focus group 	<ul style="list-style-type: none"> • Businesses in the BIA currently struggle to find local employees. Staffing has become an

	<p>(already discussed with the COV) in order to identify opportunities and barriers to hiring from the DTES. The findings from this focus group could inform how the Hub works with local small businesses</p> <ul style="list-style-type: none"> • Connect the Hub with Benevolent Associations on Hastings for possible retail/pop-up shop spaces for entrepreneurs • Connect the Hub with local retailers that may have space for groups ie. Aboriginal artist to sell their creations. An example of this could be for the Hub to train artists on vendor/self-employment best practices and once this training is completed they are given a x number of hours a month to sell their wares at retail locations or graduate to craft fairs. This will directly build their capacity as well as use training to directly receive income generating opportunities • Harness the business expertise in the BIA to help would-be entrepreneurs in the Hub 	<p>increasingly challenging problem and they currently only use traditional staffing models to fill these positions. The Hub could provide a meaningful way for them to access local, trained employees</p> <ul style="list-style-type: none"> • Participation in the Hub would give the BIA a meaningful way to contribute to the local community beyond just sponsorship dollars • Participation in the Hub would be an excellent marketing opportunity businesses in the BIA
Radius	<ul style="list-style-type: none"> • Provide 3-5 hours per month of business mentorship • Input on the development of self-employment programming at the Hub 	<ul style="list-style-type: none"> • Venue to refer people to that do not fit into their programming • Possible referrals from the Hub back to Radius
Megaphone	<ul style="list-style-type: none"> • Referrals to the Hub • Income generating opportunities for Hub participants as Megaphone vendors • Dedicated staff member to liaise with the Hub • Inform the training around employment/self-employment that would benefit vendors • Guidance/advice/knowledge sharing as the Hub evolves 	<ul style="list-style-type: none"> • Venue for Megaphone to recruit more vendors • Venue for Megaphone vendors to tap into beneficial training/workshops that would help them to be more successful. Megaphone is interested in providing these opportunities for their vendors but due to limited resources may not be able to in as robust of a manner that

		<p>they would like. The Hub, using other programming from the community could fill this gap for them</p> <ul style="list-style-type: none"> • Accessing information on other income generating opportunities for their vendors. As the Hub will act as the holder of information on these opportunities they could better direct their vendors
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Terms of Reference with Urban Core for Advisory Committee

Vancouver Urban Core Workers Association (Urban Core)

Terms of Reference for Low-Barrier Employment Hub Advisory Committee

In Collaboration with EMBERS, in response to the City of Vancouver's RFP for Social Nonprofit Tenancy for Low Barrier Employment and Income Generation Services at the Lux or Resource Hub (name to be determined) this document outlines the key components of a partnership agreement for the Lux.

Focus of Urban Core

The Vancouver Urban Core Community Workers Association (VUCCWA) is a network of Downtown Eastside (DTES) organizations, non-profits, businesses or individuals who deliver services that provide employment, education, housing or social opportunities and is committed to supporting a continuum of economic strategies that provide a sustainable livelihood and improved incomes for DTES residents.

We envision the DTES as an accepting, inclusive community where every resident's goal of contributing to a thriving DTES economy is supported by an income that is adequate to meet their basic needs and by education and employment opportunities which honour the goals of each individual.

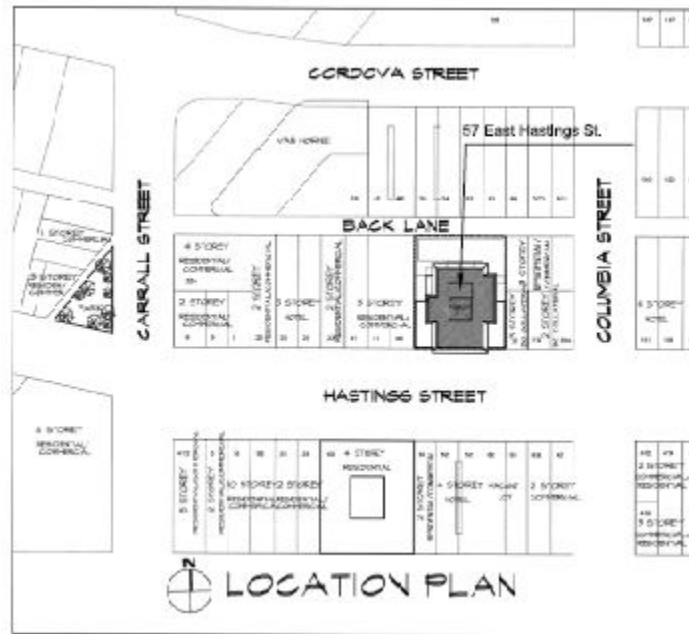
One of the key purposes of Urban Core is to develop and maintain effective partnerships with DTES organizations, non-profits, businesses or individuals who are open minded, positive and creative thinking stakeholders who can deliver holistically beneficial life and employment opportunities for all DTES community members. (See full constitution and bylaws, provided).

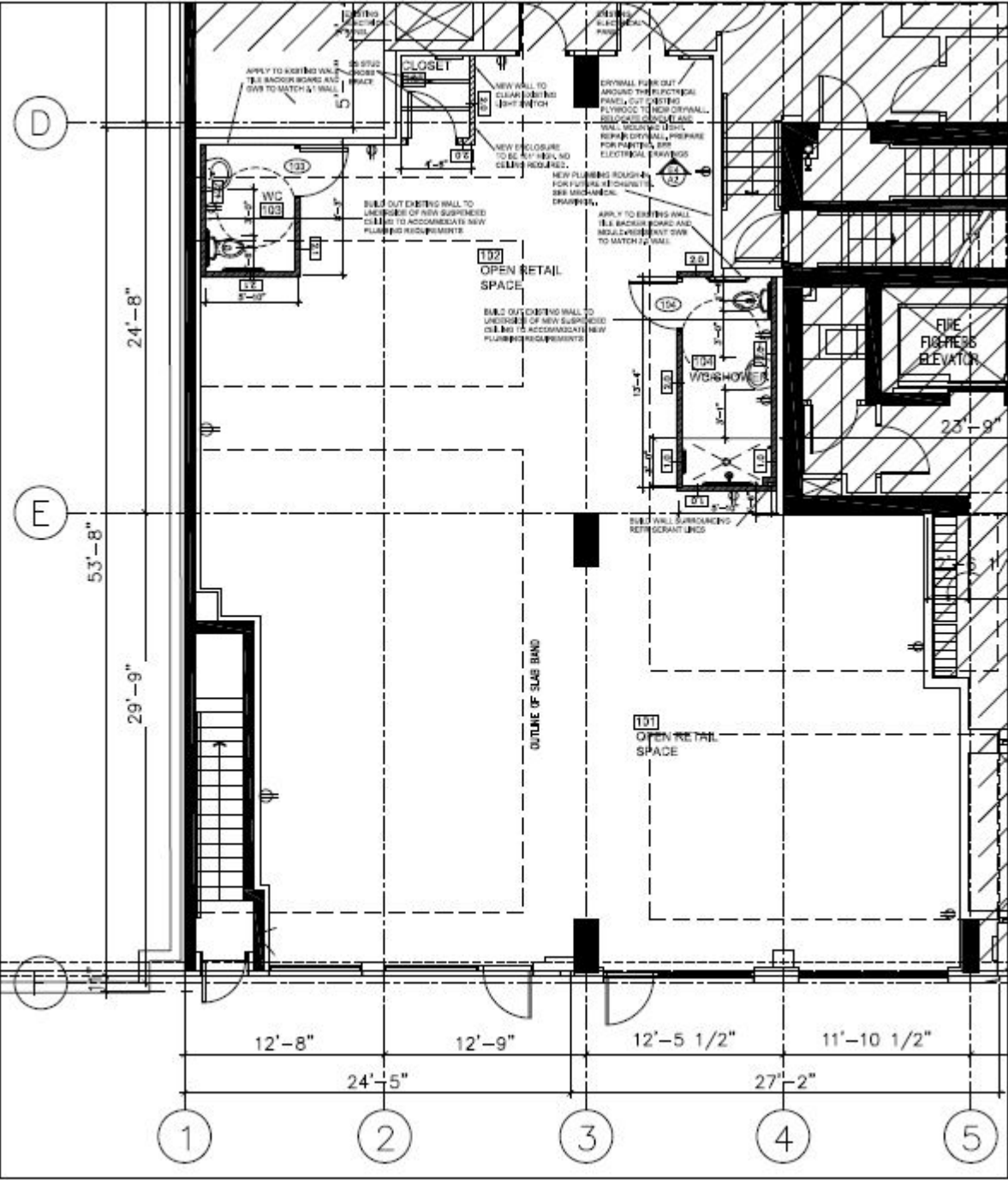
Advisory Committee Membership for the Income Generation Hub:

Will be made up of Urban Core Executive Members who can collaboratively bring resources to the Income Generation Hub at the Lux. The Urban Core Executive members who are well placed to join the Advisory Committee include organizations like the HastingsXBIA, the Carnegie Community Centre, and the UBC Learning Exchange, amongst others.

Advisory Committee Responsibilities include:

- Making recommendations for programming, services and projects that align with the vision and values of the Income Generation Hub space and activities
- Providing advice and generating recommendations in a timely and consistent way to ensure proactive and well thought out responses, either through regularly scheduled advisory meetings and through real time, one to one problem solving, as needed
- Ensuring members involved in the Advisory Committee are those who can bring resources in a productive and collaborative manner, and who will act in good faith and a reasonable manner when challenges arise
- Working in collaboration with EMBERS staff to reach out to and engage specific expertise or members who can bring value to the Resource Hub by joining the Advisory Committee, either for short-term projects and or for long-term work
- The advisory is not a governing body and although may make recommendations or provide advice based on experience and evidence, Embers can turn down the advice if they deem it to not be operationally feasible
- Taking responsibility for the smooth functioning of the partnership with EMBERS by managing differences of opinion or conflicts that may arise at the Urban Core Executive Committee, the Urban Core General Meeting and or any other sub-committees that do the work of Urban Core in relation to the Lux and its activities
- Helping to create further terms of reference and an MOU for the Advisory Committee in collaboration with Embers staff





PARTITION PLAN
scale 1/4" = 1'-0"