REQUEST FOR APPLICATIONS

FOR LEASE:
COMMERCIAL ENTERPRISE
ATLIN TERMINAL, PRINCE RUPERT

Interested?
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https://www.rupertport.com/property/

PRINCE RUPERT Port Authority
CANADA'S LEADING EDGE

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THE OPPORTUNITY

FOR LEASE - 3,350 SQ.FT COMMERCIAL WATERFRONT SPACE
ATLIN TERMINAL, PRINCE RUPERT

Discover a premier leasing opportunity in Prince Rupert's thriving Cow Bay neighborhood at Atlin Terminal, a historic fish processing plant transformed into a vibrant mixed-use commercial hub since 1999. Make your business a part of the heart of Cow Bay with this exceptional ground-floor corner suite in a landmark commercial space that presents endless possibilities for retail, dining, and experiential ventures.

The available ground-floor corner suite is 3,350 sq.ft. and flooded with natural light with windows on the north, south, and west sides, providing breathtaking waterfront views. Welcome customers with convenient access, public parking, and front-row vistas of Prince Rupert's bustling harbour.

The suite features accessible pedestrian entrances from both the south and west sides, as well as convenient street and public parking nearby. Year-round, the harbour views showcase ever-changing scenes of sunsets, storms, wildlife, vessels, and local activity, creating a dynamic backdrop for your business.

Centrally positioned along the scenic walking trail that connects Rotary Waterfront Park and Seal Cove, this suite is ideally situated in Prince Rupert's central waterfront district, making it one of the top commercial locations in the area.

Owned and operated by the Prince Rupert Port Authority (PRPA), Atlin Terminal stands as the energetic centerpiece of Cow Bay, offering a diverse mix of retail and food establishments, PRPA's head office, and the Port Interpretive Centre.

Interested applicants are encouraged to apply, including those food & beverage purveyors, retail businesses, and experiential/service providers. The enterprise is required to be open all year round to accommodate the tourism sector and residents of Prince Rupert. Applicants interested in this unique opportunity to participate in the growth of a vibrant and unique destination are invited to put forward their proposals.

Submit your Expression of Interest (EOI) to apply for this high-demand space

The process is expected to be conducted in two stages, with the end result of a successful proponent being selected, entering into a lease to operate. The EOI is the first stage of the process with the purpose of eliciting innovative responses from suitably qualified potential tenants. Invitations to participate in the second stage will be based on an evaluation of responses. The timing, number of selected applicants and nature of any second stage process is at PRPA's sole discretion.

THE GUIDING PRINCIPLES

PRPA invites suitable applicants who seek to enhance and complement the mix of businesses in Cow Bay and Prince Rupert, reflect the diversity of the community, and are committed to ongoing investment and continuous improvement of their business.

As the caretaker of lands in the Cow Bay neighbourhood, PRPA seeks to:

- Provide a vibrant destination for locals and visitors alike
- Represent and demonstrate the diversity and culture of the community
- Activate the ongoing development and redevelopment of Cow Bay and surrounding area
- Demonstrate the unique character and sense of place Prince Rupert has to offer

COMPATIBILITY & ELIGIBILTY

PRPA is seeking prospective or current business owners that will enhance and be compatible with the current mix of Cow Bay and Atlin Terminal businesses who offer unique, dynamic, year-round opportunities for locals and visitors.

In order to ensure compatibility, Applicants should be committed to:

- Catering to operating a business that will serve residents and visitors, including cruise passengers, international and domestic tourists.
- Operate year-round, not less than six days a week, minimum 8 hours a day.
- Operate during all cruise calls which may include operating outside regular business hours.
- Integrate with Prince Rupert's waterfront activities including the cruise terminal, community events, tours, retail, food & beverage services.
- Offer a quality product that appeals to a variety of customers.
- Collaborate with PRPA and its many stakeholders to deliver a vibrant destination for customers to experience what the community has to offer.

Businesses in Atlin Terminal include:

- Seahorse Trading Co. – Local retailer offering Prince Rupert gear, games, toys and gifts
- Fukasaku Restaurant and Fukasaku Marketplace – Offering sustainably harvested BC seafood and sushi, and other BC goods
- LeBlanc Boutique – Women's, men's & baby clothing, plus home goods boutique

PRPA is <u>not</u> entertaining applications from any back office or client focused businesses requiring office space or seasonal businesses.

ELIGIBILITY

To be eligible to operate at the Atlin Terminal, applicants of proposed businesses must fulfill the following obligations:

i. legally entitled to operate in British Columbia and Canada
ii. complete a criminal record search
iii. obtain a valid City of Prince Rupert business licence
iv. have or are able to obtain necessary permits depending on the type of business

LEASE KEY TERMS

Term

- Minimum 5-year initial term with a potential option to renew.
- Tenants may not transfer, assign or sublet/lease all or any part of the space without the prior written consent of PRPA, which may be withheld at its discretion.

Lease Rate, Taxes and Utilities

- Lease rate: minimum $20 per square foot, including water and sewer.
- Tenant responsible for electricity, insurance, property taxes and other applicable taxes.
- Installation of additional services such as gas, additional washrooms, HVAC capacity, electrical improvements, etc. which will be at the cost and expense of the tenant.

Insurance

- As a condition of the lease, successful applicants must provide proof of insurance to the satisfaction of PRPA which meets the minimum requirement of $3,000,000 of commercial liability, plus additional requirements based on the use.

Operations

- Businesses must be year-round operations.
- Minimum operating hours are 6 days per week, 8 hours per day, year-round.
- Extended operating hours are permitted but may be limited by PRPA acting reasonably.
- Operate during all cruise calls with over 500 passengers which may include operating outside regular business hours.

Repairs And Maintenance

During the term of the lease, Tenants are responsible at their own cost and expense to:

- Repair, maintain and keep in good order and repair all fixtures, installations and equipment, including floors, exterior and interior doors, windows, lighting, heating/air conditioning, plumbing, interior painting, alarm systems and janitorial.

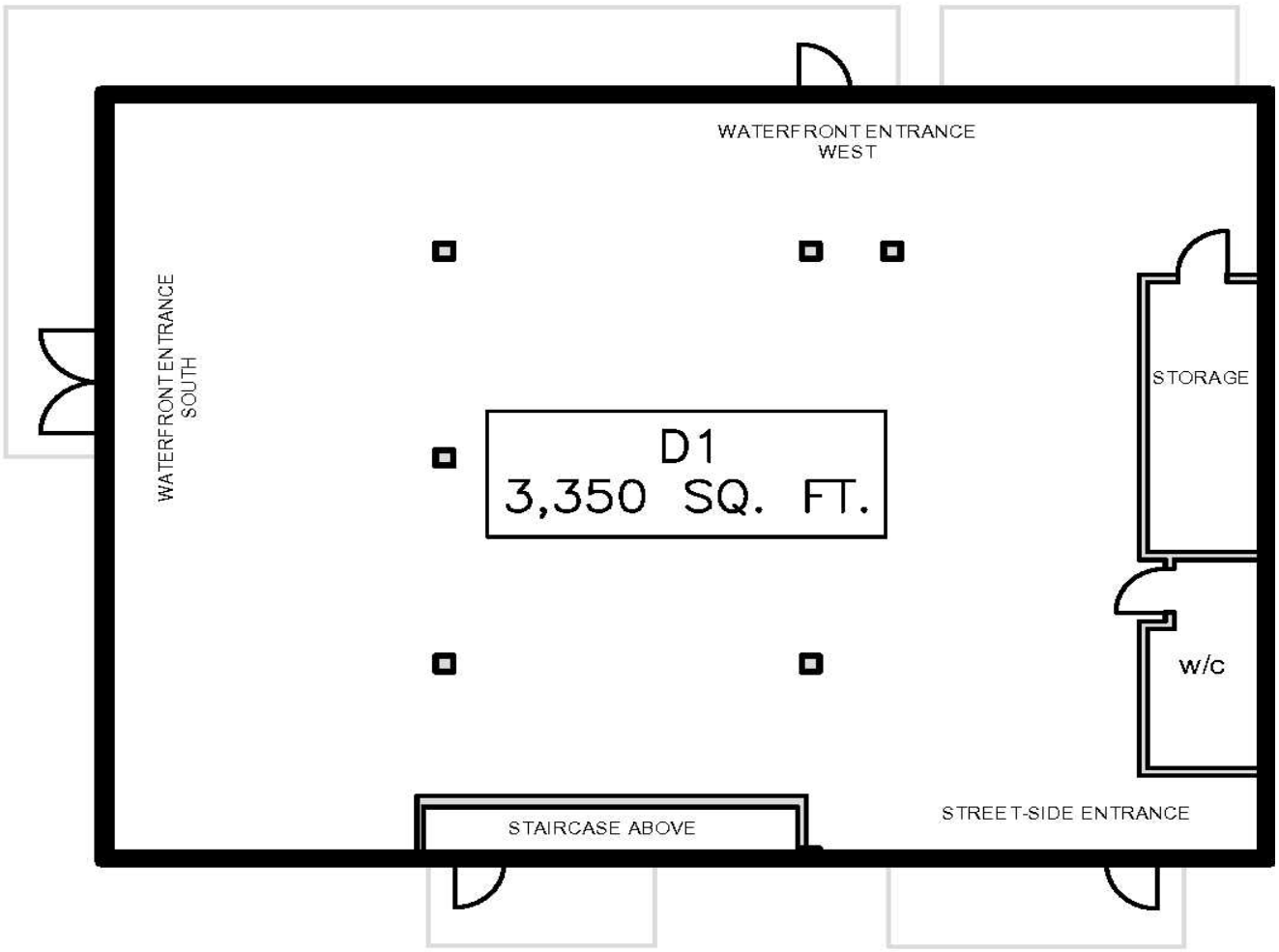
During the term of the lease, PRPA will be responsible for general structural safety and maintenance such as:

- Roofing, foundation, pilings, sub-floor, outer walls, structural defects, and terminal HVAC system;
- Exterior maintenance such as janitorial, snow removal, semi-annual window washing, and landscaping.

Construction and Improvements

- All improvements, installations and/or construction within the space will be completed at the tenants' expense and must have PRPA's prior written approval before proceeding.
- All improvements, installation and/or construction must be completed in strict accordance with all applicable laws, codes, rules and regulations.
- Plans and specifications may require the services of an engineer or architect, services of which will be obtained at the cost of and expense of the tenant.

The Floorplan



SUBMISSION

EOI SUBMISSION DETAILS

Completed applications and any supporting documents can be delivered either in electronic or hardcopy format to:

Electronically: property@rupertport.com
or
Hardcopy (via USB): Prince Rupert Port Authority
Attention: Manager, Real Estate
200 – 215 Cow Bay Road
Prince Rupert, BC, V8J 1A2

i. Electronic applications: Please have the Subject Line as: **EOI Submission – Proponent's Name.** If the file is too large to send via email, please send it multiple emails in accordance with the specified subject line, as well as "Email 1 of 5", "Email 2 of 5" etc. The proponent can also use a cloud sharing platform.

ii. If you wish to mail your application, please submit a sealed package containing a **USB flash drive** with the Portable Document Format (PDF). The file name on the electronic copy should be: **EOI – Proponent's Name**. Envelopes should be clearly marked with the full legal name and return address of the proponent.

EVALUATION CRITERIA

In completing the application, careful attention should be paid to addressing the following which will form the basis of the evaluation criteria:

- **Quality and Ability**: Demonstrated ability, recent experience and success, caliber of operator
- **Compatibility with**: Guiding Principles, Atlin Terminal businesses, Cow Bay neighborhood
- **Financial**: Financial strength and stability including overall business plan
- **Eligibility**
- **Completeness of Application**

EVALUATION PROCESS

After the submission deadline, applications will be reviewed by a PRPA committee for completeness, compatibility and eligibility based on the criteria and information provided in this guide. Additional information or clarification may be requested by PRPA as evidence of experience, concept, resources and/or financial capacity.

Any short-listed applicants will be invited to participate in a second stage of the process which may include, interviews, document verification, engagement with senior management and providing more detailed concept and design drawings.

PRPA has no obligation to select an applicant if no suitable candidate is identified and reserves the right to continue to advertise the space for lease.

Cold calls via phone or to the PRPA reception, Port Interpretive Centre staff or other PRPA staff members will not be seen as favourable.

Any negotiations will be subject to the process and will not constitute a legally binding offer to enter into a lease with PRPA or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written lease agreement. Negotiations may include requests by PRPA for supplementary information from the proponent to verify, clarify or supplement the information provided in its second stage proposal or to confirm the conclusions reached in the evaluation and may include requests by PRPA for improved pricing or performance terms from the proponent.

If the top-ranked proponent and PRPA cannot conclude negotiations and finalize an agreement/lease within the negotiation period, PRPA may, upon notice, discontinue negotiations with any top-ranked proponent and invite the other ranked proponent to enter into negotiations. In this circumstance, PRPA may, at its sole discretion, elect to cancel the EOI process.

Once a lease agreement is finalized and executed by PRPA with the proponent, the other proponents will be notified.

Please see the following appendices including in this guide for more information:

Appendix A – Information requested to be included in an application
Appendix B – Terms & conditions of the application process

APPENDIX A – APPLICATION INFORMATION

Applicants interested in leasing suite 190 – 215 Cow Bay Road, Prince Rupert, BC, V8J 1A2 can submit an application for consideration containing the requested information below. Please include as much information as you can based on the current or proposed business.

Below is all the information requested from each applicant during each stage of the application process. To submit all the information, the applicant is required to fill out the fillable PDF form and complete the checklist included.

<table>
<tr><th colspan="2">STAGE 1

REQUESTED INFORMATION FOR TENANCY APPLICATION – EXPRESSION OF INTEREST</th></tr>
<tr><td colspan="2">Part 1 – Applicant Contact and Business Information</td></tr>
<tr><td>Contact information
Applicant Name
Position/Title
Email Address
Mailing Address
Phone Number</td><td>Business Information
(for established businesses)
Business Operating Name
BC Business Incorporation Number
Website or Social Media handles</td></tr>
<tr><td colspan="2">Part 2 – Business Concept</td></tr>
<tr><td colspan="2">Business name and concept
Proposed service, merchandise and/or product type
Describe how your business concept aligns with PRPA’s Guiding Principles
Include any supporting documentation you feel supports your application, such as initial drawings or visuals</td></tr>
<tr><td colspan="2">Part 3 – Experience and Caliber of Operator</td></tr>
<tr><td colspan="2">Describe your experience and track record in this type of business, including if applicable the business name, address and products and/or services provided
Tell us what you perceive to be your strengths, and what attributes you would bring as an operator of the Facility
If you intend to partner with another business or organization, please provide details of their experience or expertise in the industry</td></tr>
<tr><td colspan="2">Part 4 – Design Concept</td></tr>
<tr><td colspan="2">Describe the proposed physical design and proposed improvements.
Include any design concepts, floor plans, sketches, drawings or other information you feel demonstrates your business concept.</td></tr>
</table>

APPENDIX B - TERMS AND CONDITIONS

Applications must be completed in accordance with the terms, conditions and specifications outlined in this guide.

a) GENERAL NOTICE TO APPLICANTS

i. During the evaluation process, PRPA may request further information from the applicant or third parties in order to verify, clarify or supplement the information provided in the applicant's proposal. PRPA may revisit and re-evaluate the applicant's response or ranking on the basis of such information.

ii. Applicants who apply will be notified of receipt of their application. Upon review of applications received, all applicants will be notified if their application has been successful or not.

iii. Applicants may withdraw their application at any time with notice provided to: property@rupertport.com

iv. All expenses associated and incurred by the applicant in connection with the preparation or submission of its application are the responsibility of the applicant. This applies whether the application is rejected or accepted.

v. PRPA is not obligated to select any of the applications determined not to be a suitable fit. Applicants acknowledge and accept that they cannot challenge in any way whatsoever PRPA's decision to accept or reject any application, nor request any compensation or claim damages as a result thereof.

b) LEASE AND SUCCESSFUL APPLICANT

i. Selection of a suitable applicant does not guarantee a lease with PRPA. Successful negotiation of a lease between the successful applicant and PRPA will be required. Approval by the appropriate authority within PRPA will also be required and is not guaranteed.

ii. The successful applicant must be prepared to enter into a lease agreement with PRPA. No applicant will acquire any legal or equitable rights or privileges until the applicant and PRPA have both executed a written lease, if and when that occurs.

c) CONFIDENTIALITY

i. The contents of each applicant's submission will be maintained as confidential by PRPA and will only be used by PRPA for the purpose of evaluating the applicants for potential tenancy. The confidentiality of submissions will be maintained by PRPA, except as otherwise required by law or by order of a court or tribunal.

ii. PRPA may request applicants enter into a non-disclosure agreement in order to maintain confidential the information and negotiations of the parties.

iii. PRPA is subject to the *Access to Information* and *Privacy Act*. Any information pertaining to employees will be subject to the provisions of the *Privacy Act*.

iv. The applicant will not make public or divulge any information or material related to the project without prior written consent of PRPA.

d) CONFLICT OF INTEREST & PROHIBITED CONDUCT

i. Applicants must disclose any interests that could conflict, or be perceived to conflict, with the interests of PRPA.

ii. Applicants may not at any time directly, or indirectly, communicate publicly, with the media or on social media in relation to their application, the application process, any selection, or any agreement entered into with PRPA without the prior written consent of PRPA.

iii. Applicants shall not engage in any unethical conduct or illegal business practices, including activities such as fraud, collusion, inappropriate communications, offering inducements to any employees, officers, agents, elected or appointed official; submitting proposals containing misrepresentations or other misleading or inaccurate information or any other conduct that compromises or may be seen to compromise the competitive application process.

iv. PRPA may reject or disqualify an applicant for past performance or conduct, situation, or circumstances, determined by PRPA, in its sole and absolute discretion, that constitute a conflict of interest or prohibited conduct.

e) RESERVED RIGHTS & LIMITATION OF LIABILITY

i. Applicants are not entitled to claim against PRPA, its directors, officers, or employees for alleged lack of information or instructions to support or justify their application or to avoid any obligation, condition, or specification contained in this guide or application by the applicant.

ii. PRPA makes no representation, warranty or guarantee of the accuracy of this information contained in this guide. Any information contained in this guide is for general information only for the purpose of this opportunity.

iii. PRPA reserves the right to:
   a. request clarification in relation to an applicant's proposal;
   b. verify with any applicant or third party any information set out in a proposal;
   c. Check references other than those provided by the applicant;
   d. disqualify any applicant whose proposal contains misrepresentations or any other inaccurate or misleading information;
   e. disqualify an applicant or the proposal of any applicant who has engaged in conduct prohibited by this guide;
   f. to select the application that meets the selection criteria and is not bound to justify its decision with respect to the selection or rejection of any application;
   g. reject any or all proposals;
   h. amend this guide in its sole discretion, including without limitation, including the evaluation criteria;
   i. cancel this application process without liability at any time prior to the execution of a written lease agreement between PRPA and an applicant. A cancellation will be communicated directly by PRPA to Applicants; and
   j. PRPA may in its sole discretion issue a new call for applications for the same or similar purpose or location

and these reserved rights are in addition to any other expressed right or any other right that may be implied in the circumstances.

iv. By submitting a proposal, each Applicant agrees that:

a. neither PRPA, His Majesty the King in Right of Canada, nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claims arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profit, loss of opportunity or for any other claims; and

b. the applicant waives any claim for any compensation of any kind whatsoever, including costs of preparation of the proposal, loss of profit or loss of opportunity by reason of PRPA's decision not to accept the proposal submitted by the applicant, to enter into an agreement with any other applicant, or to cancel this proposal process, and the applicant shall be deemed to have agreed to waive such right or claim.