

Where applicable, specific sections of the RFP and its appendices are referenced in square brackets. The following questions address matters arising from Sections 1 through 5 of the RFP.

Question 1: [RFP-2.13] *Ownership of Responses*. Please confirm that CMHC will also treat as confidential the identities of proponents during the RFP process, and the identities of unsuccessful proponents following the process, all in a manner parallel to the CMHC confidentiality process referenced in RFP 2.13 with respect to the documents and information submitted in response to the RFP.

CMHC Response:

CMHC will treat the identities of proponents during the RFP process, and the identities of unsuccessful proponents following the process as described in Article 2.13 of the RFP, included below for ease of reference.

‘All information regarding the terms and conditions, financial and/or technical aspects of the proponent's proposal which are of a proprietary or confidential nature, must be clearly marked "**PROPRIETARY**" or "**CONFIDENTIAL**". Proprietary and confidential markings shall be included beside **each item or at the top of each page containing information that the proponent wishes to protect from disclosure.**

CMHC will take steps to protect proponents' documents and information so marked from disclosure. Notwithstanding the foregoing, CMHC shall have no liability of any kind to proponents based on the inadvertent or unintentional disclosure of proprietary information.

Proponents are further advised that as a Crown corporation, CMHC is subject to the federal legislation with respect to access to information and privacy. In certain specific circumstances, information submitted to CMHC by third parties may be required to be disclosed pursuant to federal legislation. In such cases, to the extent reasonably possible, CMHC will make efforts to advise the proponent of the required disclosure prior to releasing the information.’

Question 2: [RFP-2.17] *Conflict of interest*. Please confirm that the type of conflict of interest identified in RFP-2.17 (being a conflict between (a) the proponent's duties to CMHC under the RFP or in the event a contract is awarded to the proponent, and (b) the proponent's duties to some other third party) is exhaustive of the type of conflict of interest addressed in this section. If there are other types of conflict of interest envisioned by this section, please provide additional explanation as to what other types of conflict are envisioned.

CMHC Response:

CMHC confirms that the conflict of interest identified in Article 2.17 of the RFP and Article 4.7 of the Section 6 'Draft Contract' are the extent of the conflict of interest that is currently anticipated by CMHC.

Question 3: [RFP-2.20] *Proponents' Site Visit*. Is it possible to have a "virtual tour" of the premises in lieu of the proposed site visit?

CMHC Response:

A virtual tour is currently not available. An actual physical tour of the venues can be arranged by request as per Article 2.20 of the RFP.

Question 4: [RFP-4.7(a)1] *Project Management Plan*. The RFP encourages Proponents to "ensure performances are aligned with CMHC Granville Island's cultural mandate". Could CMHC elaborate on the nature and degree of input or encouragement it wishes to provide with respect to the character or content of performances mounted at the Venues? And could CMHC provide a copy of Granville Island's cultural mandate?

CMHC Response:

Venue rental policies must favour non-profit cultural groups over commercial or private groups. Granville Island Cultural Partners (currently 11 groups) must be given the opportunity to book the Venues prior to all other bookings. The proponent should actively promote Venue availability to local, non-profit cultural groups. The proponent is not required to provide input into the renters' character or content of performances.

Granville Island's cultural mandate is not contained in one document; however, it refers to alignment with Granville Island as an artistic and cultural destination, and the extent to which the event connects with and supports Granville Island and Vancouver's artistic and cultural community. Conversely, corporate events should be booked only after artistic and cultural bookings have been reasonably exhausted.

Question 5: [RFP-4.10] *Pricing Proposal*. The references to janitorial services in this section of the RFP “recommend” that Proponents provide “either” fixed-fee or hourly-rate pricing for janitorial services. Does this mean that CMHC wishes to receive both as alternatives, with CMHC to choose the version they prefer, or would the proposal of only one alternative be compliant with the RFP? In either event, is it correct to understand that the Proponent is at risk with respect to variations in underlying janitorial services? Alternatively, could a proposal that contemplates the passthrough to CMHC of underlying costs per hour for janitorial services (labour) and actual expenditures for janitorial supplies, with the Proponent charging a janitorial management fee in addition to those actual costs in consideration for management of the direct janitorial labour, be compliant with the RFP?

CMHC Response:

The Proponent’s proposal must include one of the two recommended options in order to be compliant with the requirements.

In addition, the Proponent may also submit proposed alternatives to the options above.

The following questions address the “Draft Agreement” at RFP-6.2, sections referenced below as “DA-[section of DA]”.

Question 6: [DA-2.2] *Renewal*. Does the maximum cumulative total mean that the Proponent is not permitted to provide services following this four-year period, or is the limitation simply on CMHC’s ability to unilaterally renew?

CMHC Response:

As per CMHC’s requirements, the services will be competitively tendered following the term of the agreement. The proponent may bid on the new competitive tender process and, if successful, continue to provide services.

Question 7: [DA-2.2] *Renewal*. Is CMHC open to negotiation of alternative renewal terms (to accommodate more material capital investment to the mutual advantage of CMHC and the Proponent)?

CMHC Response:

The Proponent’s proposal must be for the term outlined in the RFP in order to be compliant with the requirements. In addition, the Proponent may also submit alternate proposal options (i.e. a longer term initial term or added renewal terms to accommodate the material capital investment).

Question 8: [DA-4.1] *Intellectual Property Rights*. Would CMHC expand upon the matters intended to be captured by this provision? In particular, would CMHC confirm that the reference to “material, reports and other work product produced under the Agreement” refers only to such product produced by the Proponent (as opposed to any third parties)? Would CMHC include in the final paragraph of this section (beginning “Nothing in this Agreement ...” an express exclusion of copyright and other intellectual property or other rights belonging to users of the Venues (e.g. theatrical companies, playwrights)?

CMHC Response:

Intellectual property rights are in relation to material created by the Proponent for the Agreement. Article 4.1 is not applicable to third party users of the Venues.

Question 9: [DA-4.7] *Conflict of interest*. Please see “[RFP-2.17] *Conflict of interest*” above. The following questions address the provisions of “Schedule A” to the Draft Agreement, sections referenced below as “A-[section of Schedule A]”.

Question 10: [A-1] *Statement of Work*. This section states that “the Proponent will be responsible for providing production management support for CMHC events on an as requested basis”. Could CMHC expand on the nature of support which would be contemplated by this provision? What is the basis on which CMHC would envision compensating the Proponent for these services? Further, what is the financial scope and scale of the events referenced and/or imagined?

CMHC Response:

The Proponent is required to provide up to eight hours per week of production management support for CMHC events. If more than eight hours are required in any given week, the proponent charges CMHC back at an hourly rate. Events requiring support range from very small activations where the Production Manager may simply be asked to provide access to a space, or direct the event organizer to power/water sources, to large, island-wide events, such as Canada Day, where the Production Manager would assist with planning, logistics, hiring of crew, set up and strike. It is anticipated that the total additional hours (over and above the eight hours per week) would be in the range of 300 – 350 hours annually.

If required production management hours are higher than the anticipated range, CMHC will make prior written arrangements and or agreement with a separate supplier.

Question 11: [A-1.1] In the first bullet of this section of Schedule A, the Proponent is to “ensure performances are aligned with CMHC Granville Island’s cultural mandate and support other Island activities”. The “cultural mandate” portion of this undertaking is referenced above under “[RFP-4.7(a)1] *Project Management Plan*”. This section of Schedule A adds reference to supporting other Island activities. Could CMHC please expand upon the “activities” it is referring to and the “support” that is required?

CMHC Response:

This is in reference to the extent to which the activities taking place in the Venues support, or align with, rather than compete with, other entities on Granville Island. This is related to the answer above, where the Proponent is required to offer space to Cultural Partners prior to booking corporate events.

Question 12: [A-1.1] In the fifth bullet of this section of Schedule A, the Proponent is to enter into third-party rental agreements “in accordance with a Rate Schedule (Appendix “A”) or otherwise previously approved in writing by CMHC”. Schedule A to the RFP indicates that the Proponent will enter into agreements “in accordance with the existing rate Schedule”, with the ability to deviate +/-20% from that Schedule. It appears intended that a new Rate Schedule is to be established during negotiation of a final contract with the successful Proponent. Could CMHC please provide a copy of the Rate Schedule as it now stands?

CMHC Response:

The following is the current Rate Schedule per Venue:

Performance Works

Standard Rates

Weekly: Monday-Sunday	\$6000 + tax
Daily: Monday-Thursday	\$1600 + tax
Friday or Sunday	\$2200 + tax
Saturday	\$2900 + tax

Not-For-Profit Rate

Weekly: Monday-Sunday	\$2100 + tax
Daily: Monday-Thursday	\$350 + tax
Friday or Saturday	\$725 + tax
Sunday	\$475 + tax

Waterfront TheatreStandard Rates

Weekly: Monday-Sunday	\$3500 + tax
Daily: Monday-Thursday	\$600 + tax
Friday or Sunday	\$1150 + tax
Saturday	\$700 + tax

Not-For-Profit Rate

Weekly: Monday-Sunday	\$2700 + tax
Daily: Monday-Thursday	\$500 + tax
Friday or Saturday	\$850 + tax
Sunday	\$575 + tax

Studio 1398 (Festival House)Standard Rates

Hourly: Monday-Thursday	\$32 + tax
Fri/Sat/Sun	\$45 + tax
Daily: Monday-Thursday	\$300 + tax
Fri/Sat/Sun	\$425 + tax
Weekly: Monday-Sunday	\$1800 + tax

Not-For-Profit Rate

Hourly: Monday-Thursday	\$25 + tax
Fri/Sat/Sun	\$35 + tax
Daily: Monday-Thursday	\$225 + tax
Fri/Sat/Sun	\$300 + tax
Weekly: Monday-Sunday	\$1300 + tax

Question 13: The RFP indicates at page 41 that the “Rate Schedule will be included during Contract negotiation”. Please advise whether this is intended to indicate that the Rate Schedule will be *concluded* at that time (and thus subject to negotiation), or whether CMHC already has an intended rate schedule; if the latter, could CMHC please provide a copy of its contemplated Rate Schedule. Could CMHC provide copies of financial statements for the three venues for the last three years?

CMHC Response:

There is an intended rate schedule which will be concluded at the contract negotiation stage. Financial statements are not available.

Question 14: [A-1.5] *Theatre Improvement Fee*. Could CMHC advise as to the amount or basis of computation of the TIF? Has CMHC received prior advice as to whether the TIF is subject to GST/HST?

CMHC Response:

A TIF fee of \$0.50 – \$1.00 per ticket is levied on all ticketed productions or events
For non-ticketed events, a TIF fee is levied on a sliding scale:

\$25 = 1-50 patrons

\$50 = 51-150 patrons

\$100 = 151+ patrons

CMHC has not received prior advice if the TIF is subject to GST, but it is assumed so as the TIF should be accounted for in Theatre Revenue.

Question 15: [A-1.6] *Annual Budget & Capital Plans*. This section contemplates 3-year rolling capital plans. Would such plans be prepared on the basis and assumption that the Proponent remains as service provider throughout the applicable three-year period?

CMHC Response:

Yes, the plans should be prepared on the basis and assumption that the Proponent remains as the Service Provider throughout the applicable renewal terms.

Question 16: [RFP-2.20] Could CMHC provide the following detailed information to prospective proponents?

- floor plans of each building
- square footage of each building
- number of bathrooms and bathroom fixtures (i.e. stalls, urinals, sinks, accessible facilities) in each building
- kitchens (size and location) and kitchen appliances in each building
- number of stairwells

CMHC Response:

CMHC will collect the information and, time permitting, issue via the buyandsell website.