

Request for Proposal

FOR

Landlord Representation and Commercial Brokerage Services

Date issued: January 24, 2020	Solicitation Closes: 11:00 AM PST, February 25, 2020
Solicitation File Number: RFP 000108	Inquiries: Ryan Lemay, Procurement Officer
Originating Department: Granville Island	Email: rlemay@cmhc-schl.gc.ca

Security Classification: PROTECTED

Ce document est disponible en français sur demande

Table of Contents

1	SECTION 1 GENERAL INFORMATION.....	1
2	SECTION 2 SUBMISSION INSTRUCTIONS.....	5
3	SECTION 3 STATEMENT OF WORK.....	12
4	SECTION 4 PROPOSAL REQUIREMENTS.....	17
5	SECTION 5 EVALUATION AND SELECTION	21
6	SECTION 6 DRAFT AGREEMENT	25
7	SECTION 7 APPENDICES.....	41

1 SECTION 1 GENERAL INFORMATION

1.1 Overview of Section 1

The purpose of this section is to provide general information about Canada Mortgage and Housing Corporation (CMHC) and this Request for Proposal (RFP). All capitalized terms in this document have the meaning ascribed to them within the RFP document, the draft agreement, or in certain cases, are terms that are in commonly usage at CMHC.

1.2 Introduction and Scope

CMHC wishes to enter into an **Agreement** with a vendor (hereafter referred to as the “Proponent(s)”) for the purpose of providing landlord representation and commercial brokerage services for Granville Island in conjunction with the CMHC-Granville Island leasing department.

This Agreement will have an initial term of up to three (3) years, with the potential to renew for two (2) subsequent one-year renewals, not to exceed a cumulative total of five (5) years.

By issuing this RFP and accepting proposals, CMHC assumes the obligation of conducting the process in a fair and transparent manner. CMHC has no obligation to procure any services, or to compensate any Proponent for work done other than as may be set out in a written contract with that Proponent.

1.3 CMHC Background

CMHC is the Government of Canada’s National Housing Agency, with a mandate to help Canadians gain access to a wide choice of quality, affordable homes. It is a Crown corporation, with a Board of Directors, reporting to Parliament through the Minister of Families, Children and Social Development, and Minister responsible for Canada Mortgage and Housing Corporation, the Honourable Ahmed Hussen.

The administration, management and control of the revitalization of Granville Island was transferred to CMHC by Order-in-council in 1972, as CMHC was already deeply involved in innovative housing development in the area and it had experience in urban renewal and the skilled resources necessary to carry out the challenge. A comprehensive Company profile of CMHC can be found at www.cmhc-schl.gc.ca

1.4 Purpose of Request for Proposal

CMHC uses an RFP to describe its requirements, ask suppliers for their proposed solutions, describe the criteria which will be used in evaluating proposals and selecting a Lead Proponent, and outline the terms and conditions under which the successful Proponent will operate or supply goods and/or services. By submitting a proposal, Proponents agree to be bound by the terms of this RFP, and the terms of the proposal that they submit.

In this RFP process, proposals and Proponents are evaluated in terms of ability to satisfy the stated requirements, while providing best value to CMHC with respect to its requirements.

1.5 Service Providers Database

CMHC utilizes the Supplier Information (SI) database, maintained by **Public Works and Government Services Canada** as the Official CMHC source list.

All Proponents should be registered with Public Works and Government Services Canada prior to submitting a proposal. The Procurement Business Number (PBN) provided by this registration must be included with your proposal. If Proponents are not registered and wish to do so, please access <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>

1.6 Schedule of Events

The following schedule summarizes significant target dates for the RFP process. These dates are objectives only, and they may be changed by CMHC at its sole discretion. They shall not be considered terms or conditions under which the RFP will be conducted.

Date (2020)	Activities
January 24	Request for Proposal issued
February 7	Deadline for Proponent's to confirm attendance for the Mandatory Site Visit (5:00 PM PST)
February 11	Mandatory Proponent Site Visit (3:00 PM PST)
February 13	Deadline to Submit Questions (5:00 PM PST)
February 18	Deadline for issuing addenda (answers to questions)
February 25	Submission Deadline (11:00 AM PST)
March	Evaluation – Selection of Short List Proponents
March	Presentations/Interviews
March	Evaluation - Selection of Lead Proponent
April	Agreement award and finalization with Lead Proponent
April	Announcement of successful Proponent
As Requested	Debriefing to unsuccessful Proponents

1.7 Mandatory Requirements

Throughout this RFP, certain requirements are identified as mandatory. Compliance with mandatory requirements will be assessed by CMHC in its sole discretion.

A mandatory requirement is defined as:

- a minimum standard that a proposal must meet in order to be considered for further evaluation;
- a requirement that must be met in order for the Proponent to substantially comply with the requirements of the RFP; and
- a term that must be included in any Agreement that results from the RFP

Mandatory requirements are identified in:

- Section 2 Submission Instructions
- Section 4 Proposal Requirements
- Section 6 Proposed Agreement, and
- Appendix A The Certificate of Submission

Proposals which fail, in the reasonable discretion of CMHC, to meet any mandatory requirement will be eliminated from further consideration in the evaluation process. Notwithstanding the foregoing, CMHC reserves the right to waive or revise any mandatory requirements during the RFP process if a waiver or revision is necessary to meet the CMHC's intent in issuing the RFP, or to ensure that CMHC receives best value from the process. In the event that CMHC elects to waive a mandatory requirement, all Proponents will be advised of the change in requirements and provided with an opportunity to revise their proposals as noted in Section 2.4.

1.8 Procurement Policy Re: The Environment

CMHC fully supports the principle of sustainable development. Economic development and the preservation of the environment are each given consideration in the RFP process to help ensure that the actions of one generation do not compromise the ability of future generations to have an equal quality of life. To this end, CMHC is dedicated to integrating sound environmental practices into its procurement practices.

1.9 Proponent Feedback

CMHC aims to continuously improve its bid documents and procedures. CMHC welcomes input regarding Proponent experience in responding to its RFPs, whether it be positive or negative. As CMHC does not wish to be perceived as influenced by such feedback in the award decision, Proponents are requested to submit their feedback after an Agreement has been executed or the RFP process has been terminated.

Proponents wishing to provide feedback may submit comments labeled as *Proponent Feedback RFP #000108* to the name and address provided in Section 2.4. Any Proponent who notes a material flaw in the RFP that could prevent the process from being conducted in a fair and objective manner, or that could prevent CMHC from receiving best value from the process, is asked to report the flaw to CMHC as soon as possible, using the inquiry process specified in Section 2.4.

1.10 Direct Deposit and Income Tax Reporting Requirement

All payments and transfers of funds under any resulting contract will be made by means of EFT direct deposit, unless an exception is requested in the proposal and is approved prior to execution of a contract.

As a federal Crown Corporation, CMHC is obliged under the *Income Tax Act* and its associated regulations to report payments to suppliers of goods and/or services by using a T1204 supplementary slip.

Proponents are therefore required to provide the necessary information, including the Proponent's social insurance number and/or corporate identification number, with their proposals in order to allow CMHC to complete the T1204 supplementary slip. The Lead Proponent will be required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to the commencement of the term of any resulting agreement. Throughout the term, the Contractor will be required to ensure that the information provided remains accurate and up to date. The Contractor assumes full responsibility for and indemnifies CMHC from and against any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

[The rest of this page is left intentionally blank]

2 SECTION 2 SUBMISSION INSTRUCTIONS

2.1 Overview of Section 2

The purpose of Section 2 is to inform the Proponent about CMHC's procedures and rules pertaining to this RFP process.

Proponents are advised that CMHC has provided a Mandatory Compliance Checklist as Appendix C to the RFP. The Checklist is provided for the benefit of Proponents prior to submission of their proposals, to help them ensure that they have complied with all mandatory requirements. Non-compliance with a mandatory requirement will result in the proposal being eliminated from further consideration.

2.2 Certificate of Submission

MANDATORY

The Certificate of Submission, attached as Appendix A, summarizes some of the mandatory requirements set out in the RFP. As noted in Section 1.7, it is also a mandatory requirement that a proposal include a Certificate of Submission (or an accurate reproduction) signed by the Proponent.

Should a Proponent not include the signed Certificate of Submission with its proposal, the Proponent will be notified by CMHC and will have 48 hours from the time of notification to meet this requirement.

2.3 Delivery Instructions and Deadline

Timely and correct delivery of proposals to the exact specified proposal delivery address is the sole responsibility of the Proponent. All risks and consequences of a failure to deliver a proposal to CMHC are borne by the Proponent. CMHC will not assume those risks or responsibilities under any circumstances.

The time of delivery for the purposes of this Section is deemed to be the time recorded by the CMHC system receiving the proposal, and not the time the proposal was sent by the Proponent.

Please be advised that EBID has a size limitation 10 MB. It is advisable and recommended that Proponents submit larger proposals in multiple smaller files.

Upon receipt of proposals, an automated confirmation will be issued by EBID to the sender's e-mail address. It is strongly recommended that Proponents follow up with the inquiries person named in Section 2.4 should they not receive said confirmation within 30 minutes of submission.

Please be advised that electronic transmissions may not necessarily be immediate and can experience lengthy delivery delays. Proponents should ensure that sufficient delivery time is allowed, as they assume the risk of delays in transmission and receipt.

2.3.1 Submission Deadline

MANDATORY

Your proposal must be **received** at the exact location as specified above, on or before the submission deadline set as:

11:00 AM Pacific Standard Time (PST) on February 25, 2020

Proposals arriving late will be automatically rejected, and the sender will be so notified by e-mail.

2.3.2 Address for Delivery

MANDATORY

Proposals, including all supporting documentation, are to be sent electronically to the following e-mail address:

EBID@cmhc-schl.gc.ca

The subject line of the transmission must state: RFP 000108, Landlord Representation and Commercial Brokerage Services (Granville Island). Please also indicate the number of emails submitted e.g. email 1/1 or 1/3, 2/3 and 3/3 as applicable.

Proposals sent to any other e-mail address will not be considered.

2.3.3 Format

Proposals must be submitted in Adobe Acrobat PDF format. Compressed (Zipped) documents are acceptable.

2.3.4 Language of Proposal

Proposals may be submitted in English or French.

2.3.5 Proposal Opening and Verification Period

All EBID proposals received on or before the closing date and time specified in this RFP, will be opened for verification by CMHC. If at that time, CMHC is unable to open a proposal, the Proponent will be so advised and provided an opportunity to resubmit a version that can be opened within 2 hours of notification.

2.4 Inquiries

All questions regarding this RFP must be sent by e-mail to the following contact person:

Ryan Lemay
Procurement Officer
rlemay@cmhc-schl.gc.ca

Changes to this RFP document will only be effective if issued by CMHC in writing as described below.

Proponents are therefore strongly cautioned to request that all clarification, direction and changes be provided in writing, as information given orally by any person within CMHC shall not be binding upon CMHC.

All written questions submitted, which in the opinion of CMHC raise an issue that has the potential to affect all Proponents, will be answered by CMHC in writing and distributed to all Proponents by addendum published on the Government Electronic Tender Service (GETS) (buyandsell.gc.ca). The identity of the Proponent making the inquiry will not be included in the response. Any questions of a proprietary nature must be clearly marked as such.

In the event that it becomes necessary to revise any part of the RFP as a result of any inquiry or for any other reason, an addendum to this RFP will be published for Proponents to access on GETS.

CMHC has no obligation to respond to any inquiry, and will determine, at its sole discretion, whether it will respond to inquiries that are submitted. CMHC cannot guarantee a reply to inquiries received after the question deadline.

2.5 Communication

During proposal evaluations, CMHC reserves the right to contact or meet with any individual Proponent in order to obtain clarification of its submission, including clarification of the scope of services offered. Any such communication is limited to clarification purposes only, and Proponents will not be allowed to revise their proposal during this process.

2.6 Proponent Contact

The Proponent shall name a person in their proposal to act as a primary contact for CMHC during the evaluation period. A secondary contact should also be provided for backup purposes.

2.7 Offering Period

MANDATORY

It is a deemed condition of every proposal that the terms of the proposal, including all terms relating to pricing, shall remain valid and binding on the Proponent during the RFP process and until such time as an Agreement is negotiated and executed.

2.8 Changes to Proposals

Changes to a proposal are permitted, provided that they are received as an addendum to, or clarification of, a previously submitted proposal, or as a new proposal that replaces and supersedes the proposal that was previously submitted.

Any addendum, clarification, or new proposal must be submitted as per the delivery instructions outlined in Section 2.3, be clearly marked **“REVISION”**, and be received no later than the submission deadline. Where the new proposal is intended to replace all or part of an earlier proposal, it must be accompanied by a clear statement specifying the Sections of the earlier proposal that are replaced by the new proposal.

2.9 Multiple Proposals

Proponents interested in submitting more than one proposal for consideration may do so, provided that each proposal independently complies with the instructions, terms and conditions of this RFP.

2.10 Acceptable Alternative

An alternative to any portion of a proposal may be submitted as an addendum to a proposal.

Where the alternative proposal relates to a mandatory requirement, the alternative must meet that requirement.

2.11 No Liability

While CMHC has made considerable efforts to ensure that the information in this RFP is accurate and complete, it is possible that errors may exist. The information is not guaranteed or warranted to be accurate by CMHC, nor is it necessarily comprehensive or exhaustive. CMHC will have no liability of any kind to Proponents for losses or damages arising from any errors that may be found in the RFP, regardless of how the errors are caused. Proponents remain obliged to make their own investigation of relevant information and to form their own opinions and conclusions in respect of the matters addressed in this RFP.

By submitting a proposal, Proponents waive any claim or cause of action that they may have against CMHC or its representatives as a result of the conduct of this RFP process or any resulting contract award, except insofar as they have proof of wilful misconduct on the part of CMHC or its representatives. Proponents agree that they will not bring a court action or institute any other proceedings against CMHC for damages arising from the conduct of this RFP or any resulting contract award. This Section is intended to be a complete waiver of the Proponent's right to claim damages subject to the limited exception noted above.

2.12 Verification of Proposals

The Proponent authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the Proponent's proposal.

2.13 Ownership of Responses

All proposals and related materials become the property of CMHC upon submission and CMHC shall have all intellectual property rights in those proposals and materials. Proposals and related materials will not be returned to Proponents. Proponents are not entitled to any compensation for any work related to, or materials supplied in the preparation of their proposals.

The Proponent warrants that the Proponent possesses all rights necessary to satisfy this requirement. The Proponent hereby certifies that it has waived, or has obtained a waiver in favour of CMHC of, all moral rights in the proposal and related materials, and hereby assigns all rights in the material, as provided for in the law of copyright.

The Proponent agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and the waiver of moral rights therein.

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.

2.14 Proprietary Information

Information about CMHC that is contained in this RFP document is to be considered proprietary information of CMHC. It is made available for the sole purpose of providing Proponents with sufficient information to prepare responses to the RFP. Proponents and other readers of this document may not make any other use of information contained in the RFP.

2.15 Corporation Identification

Proponents agree that they will not make any use whatsoever of CMHC's name, logo or other official marks without the express written consent of CMHC.

2.16 Declaration with respect to Gratuities

By submitting a proposal, the Proponent certifies that no representative of the Proponent, or any individual or entity associated with the Proponent has offered or given a gratuity (e.g. an entertainment or gift) or other benefit to any CMHC employee, Board member or Governor-in-Council appointee with the intention of obtaining favourable treatment from CMHC.

2.17 Conflict of Interest

The Proponent and its principals, employees and agents shall avoid any real, potential or apparent conflict of interest during the RFP process, and upon becoming aware of a real, potential or apparent conflict, shall immediately declare the conflict to CMHC. The Proponent shall then, upon direction of CMHC, take steps to eliminate the conflict, potential conflict or perception that a conflict of interest exists.

The successful Proponent must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest between the Proponent's duties to that third party and the Proponent's duties to CMHC.

In the event that a conflict of interest, real, potential or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately eliminate the Proponent from consideration under the RFP or to terminate the resulting agreement. Upon such elimination or termination, CMHC shall have no obligation of any nature or kind to the Proponent.

2.18 Declaration with respect to Bid Rigging and Collusion

By submitting its proposal, the Proponent certifies that:

- (a) prices as submitted in its proposal have been arrived at independently from those of any other Proponent;
- (b) the prices as submitted have not been knowingly disclosed by the Proponent, and will not knowingly be disclosed by the Proponent prior to award, directly or indirectly, to any other Proponent or competitor; and
- (c) no attempt has been made, nor will be made, to induce any other person to submit, or not to submit, a proposal, for the purpose of restricting competition.

2.19 Security Clearance

CMHC requires employees of the selected Proponent to be security cleared in order to permit them access to CMHC premises when and if required. This process normally takes approximately five working days, but may take longer, depending on the circumstances.

If they are not security cleared, the Proponent or its employees will require an escort by a CMHC employee if required to access CMHC premises and will not be granted access to CMHC information and systems or any confidential information. Where the required security clearance is not granted to an individual, CMHC will have the right to exclude that individual from performing the services outlined in this RFP. The failure of an individual to obtain security clearance shall not relieve the successful Proponent from any of its obligations under this RFP and any resulting agreement.

2.20 Joint Venture Responses

Joint venture proposals should adequately represent and communicate the proposed roles and responsibilities of each party participating in the joint venture, and must provide a detailed description of the proposed joint venture business arrangement. The description must, at a minimum, list the companies involved, indicate how long the business arrangement has been (or will be) in existence, outline the goods or service(s) that each respective party would be providing and describe the proposed roles and responsibilities of each party.

The Proponent shall designate one of the entities participating in the joint venture as the contact person for the purpose of this RFP process. All communications between the Proponent and CMHC will be directed through the contact person.

Joint venture responses must be accompanied by a signed Certification of Submission from each participating entity. Refer to Section 2.2.

2.21 Non-Disclosure of CMHC Information

Under this Section, “CMHC Information” refers to any and all information of a confidential nature, including all personal information, which is managed, accessed, collected, used, disclosed, retained, received, created or disposed of by CMHC in order to complete this RFP process and to fulfill the requirements of any resulting agreement. Without limiting the generality of the foregoing, CMHC Information includes information held in any format and information provided directly, indirectly to the Proponent.

The Proponent understands and agrees to treat all CMHC Information as proprietary, confidential and sensitive, unless otherwise specifically agreed to in writing by CMHC. The Proponent agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to prepare the Proponent’s response to this RFP, or perform the work or services under any resulting agreement.

The Proponent further acknowledges and understands that all CMHC Information is subject to Canadian laws on privacy and access to information under which CMHC is bound and that CMHC considers CMHC information to be under its custody and control at all times.

The Proponent shall ensure that CMHC Information remains in Canada and expressly agrees to segregate CMHC Information (whether in electronic format or in hard copy) from any other information by electronic or physical means. Without limiting the generality of the foregoing, the Proponent shall not and shall ensure that any subcontractor, reseller, agent or any other person engaged to perform any part of the work or services does not release, share or otherwise divulge CMHC Information to any other person including subsidiaries, branch offices, partners or subcontractors of the Proponent without the prior written consent of CMHC.

2.22 Mandatory Proponents’ Site Visit

MANDATORY

It is **mandatory** that the Proponent join the site visit and examine the existing conditions and the scope of the work proposed in the RFP.

The site visit will be held on February 11, 2020 at 3:00 PM PST. The site is located on Granville Island at 1359 Cartwright Street, V6H 3R7, Vancouver, B.C. V6H 3R7

The Proponent must send confirmation of attendance, including the name(s) of the person(s) who will be attending, via email to the contact person provided in Section 2.4 by 5:00 PM PST on Friday February 7, 2020.

Proponents who, for any reason, cannot attend at the specified date and time will not be provided with an alternative opportunity to view the site.

3 SECTION 3 STATEMENT OF WORK

3.1 Overview of Section 3

This section of the RFP is intended to provide the Proponent with the information necessary to develop a responsive proposal. The Statement of Work is a complete description of the tasks to be done, results to be achieved and/or the goods to be supplied.

3.2 Mandatory Requirements

A mandatory requirement is a minimum standard that a proposal must meet in order to be considered for further evaluation.

Any mandatory requirements associated with the Statement of Work are clearly identified in Section 4 - Proposal Requirement.

The Mandatory Compliance Checklist is located at Appendix C (7.3).

3.3 Statement of Work

Canada Mortgage and Housing Corporation (CMHC) wishes to enter into an Agreement with a qualified Proponent for the purpose of Landlord Representation and Commercial Brokerage Services for Granville Island in Vancouver, British Columbia.

3.3.1 Background

Granville Island is designed to attract local Vancouver residents and visitors to meet, explore and experience a variety of cultural, recreational, educational, commercial and industrial activities, all year round. It is recognized as one of the most successful waterfront developments in North America. Granville Island is comprised of 15.2 hectares (37.6 acres) of land area and 2.1 hectares (5.3 acres) of tidal water area, and represents a major public land holding in close proximity to downtown Vancouver.

Situated in False Creek between the Burrard and Granville Bridges, it is adjacent to the marinas and aquatic activities of both False Creek and English Bay. Granville Island is on federal land and the surrounding waters are comprised of city, provincial and federal water lots. Famous for its Public Market and abundant with unique retailers, restaurants, theatres, galleries and studios, its gritty, industrial past is proudly displayed in today's people-friendly, artistic, and energetic incarnation. Millions of visits to Granville Island are recorded annually.

GRANVILLE ISLAND MISSION STATEMENT

“To steward this public land for meaningful urban and social experimentation among diverse, creative, cultural, and business models, engaging local First Nations and communities while welcoming the world.”

GRANVILLE ISLAND VISION STATEMENT

“The most inspiring public place in the world.”

Leasing on Granville Island

Granville Island contains more than 900,000 SF of leasable space across 50 buildings and water lots, with over 300 tenants managed directly or indirectly by CMHC. Four main head lease tenants (as shown in orange on the map in the attached Appendix D) are responsible for and handle all the leasing within their buildings.

Mixed-use units throughout Granville Island include office, retail, restaurant, performance theatres, studios, hotel, education institutions, community needs, light and heavy industrial uses, storage and marine uses (see table below for breakdown of uses).

Rent on Granville Island reflects use, location and market conditions, however recognizing other factors and objectives, CMHC-Granville Island will not necessarily seek the highest monetary return. CMHC-Granville Island will continue to employ a variety of lease rates that reflect the diverse uses on Granville Island.

CMHC-Granville Island may elect to use a Expression of Interest (EOI) application process to allocate leasable space, which is a public or competitive process whereby proposals are submitted by all interested parties and then evaluated based on criteria that reflects Granville Island’s leasing objectives and guiding principles. This is to ensure leasable space will be awarded in a fair and open manner. From time to time, when a unique opportunity arises, an offer to lease (OTL) process can be followed or the possibility of directly awarding a space.

CMHC-Granville Island seeks out tenants that contribute to the animation of Granville Island and various uses that focus on unique, high quality and locally based product, food and service offerings. Chains and/or franchises are not allowed to operate on Granville Island - existing chain operations have either been grandfathered in or opened their first locations on Granville Island.

CMHC-Granville Island has the following supplementary leasing resources to find out more information:

- **Leasing Guidelines** outline the leasing objectives, guiding principles, and considerations for Granville Island. These guidelines can be found [here](#) and in Appendix E
- **FAQ’s** about leasing on Granville Island. These FAQ’s can be found [here](#) and in Appendix F.

Type of Use	Approximate Square Footage
Office	23,505 SF
Industrial	142,505 SF
Retail	225,154 SF
Retail/Studio	35,132 SF
Marine	159,000 SF
Hotel	16,715 SF
Storage	6,251 SF
Recreational	42,825 SF
Education Institutions	89,486 SF
Performance Theatres	33,479 SF
Vacant (not leasable yet)	140,000 SF
Total Approximate SF	914,052 SF

3.3.2 Scope of Work

CMHC-Granville Island has various current and upcoming leasing and development opportunities throughout Granville Island, therefore CMHC-Granville Island would like the Proponent to support CMHC-Granville Island leasing department over the next 3-5 years with these opportunities as detailed through the below landlord representation services.

The selected Proponent must be able to provide the following:

1. Property, location and market/rental rate analysis
2. Trade area & tenant mix analysis and network optimization through demographic modeling, sales forecasting and detailed competitive mapping

3. Provide detailed information on current market rates, tenants in the market, impending lease expirations, and companies considering expansion.
4. Provide accurate and in-depth market information to ensure that leasing and marketing strategies, as well as implementation programs, will be well informed and supported by superior market intelligence.
5. Provide a strategic leasing strategy that enhances asset value, maximize cash flow, and decrease carrying and transaction costs. Ensure that timing, positioning and prospects are accurately evaluated to support ownership strategy.
6. Develop leasing, marketing & promotional plan and materials (should include brochures/social media/website promotion/online marketing to include a virtual tour, photo gallery, and promotional video) for each leasable space or project
7. Promote CMHC-Granville Island lease availabilities within networks and on all platforms
8. Advise on how to best position and promote CMHC-Granville Island property to ensure maximum tenant interest and exposure.
9. At CMHC-Granville Island's sole discretion, work with CMHC- Granville Island's leasing department to fill vacancies as it relates to current and future leasable space on Granville Island.
10. Initiate contacts with other brokers & conduct tenant tours of leasable properties. Must be present for all showings and entry into leasable properties.
11. Analyze and provide advice on new tenant offers and counteroffers to lease.
12. Advising and delivering prospective Tenants through proposal submissions to CMHC-Granville Island Leasing Committee for consideration. If a Tenant proposal is approved by the CMHC-Granville Island Leasing Committee, the Proponent will work with and on behalf of the CMHC-Granville Island Leasing Committee to negotiate an Offer To Lease (OTL) and lease terms that result in favourable leases until the OTL is executed and Conditions are removed. Conduct a Financial Review, as needed, of prospective Tenants, obtaining credit reports and/or bank reference checks.
13. Development Services: site evaluation, zoning analysis and due diligence, development of cost models during feasibility stage to enable financial decision-making, define 'as of right' development potential and coordinate site plan approval process, provide development management services, and if needed procure in accordance with CMHC's Procurement Policy and Guidelines.
14. Property Appraisals and Valuation, and Debt and Equity Financing service

As shown in blue on the map in Appendix D, the leasing and development opportunities that are expected on Granville Island between 2020 and 2025 (but can be subject to change) are:

- 1) **Building 19 at 1399 Johnston Street** (former Emily Carr University north buildings) – approx. 120,000 SF but could be up to 240,000 SF depending on development (Currently vacant)
- 2) **Building 55 at 1404 Anderson Street** – approx. 20,000 SF - 40,000 SF depending on development (Currently vacant)
- 3) **Building 77 at 1286 Cartwright Street** – approx. 18,000 SF - 40,000 SF depending on development plans
- 4) **Building 30 at 1360 Johnston Street** - approx. 7,0000 – 20,000 SF depending on development plans
- 5) **Building 90 at 1540 Old Bridge Street** – approx. 4,393 square feet standalone building with two patios for restaurant use (Currently Vacant)
- 6) **Expansion of the Public Market at 1689 Johnston Street & Market District**– approx. 6,400 - 40,000 SF of expansion area in the Public Market; leasable areas may include surrounding buildings
- 7) **Water Lot Leasing**
- 8) **Retail, Public Market, Office, Studio and Industrial spaces** (in the event of vacancies)
- 9) **Major Long-Term Renewal/New Lease Negotiations for Existing Tenants**
- 10) **Other potential opportunities** (as they come available)

3.3.3 Work Location

The Services will be performed at the Lead Proponent’s place of business as well as CMHC’s Granville Island Office and/or various leasable properties on Granville Island.

No travel will be required in the course of any resulting Agreement and no compensation will be awarded to the Lead Proponent(s) for any travel cost incurred.

4 SECTION 4 PROPOSAL REQUIREMENTS

4.1 Overview of Section 4

Proposal responses are to be organized and submitted in accordance with the instructions in this Section. Responses should be organized into the following Response Item Sections.

Response Item

#	Item
4.3	Covering Letter
4.4	Executive Summary
4.5	Proponent's Qualifications
4.6	Response to Statement of Work
4.7	Project Management Plan
4.8	Financial Information
4.9	Other Information
4.10	Pricing Proposal

Elaborate or unnecessarily voluminous proposals are not desired. Proponents are encouraged to take care in completely answering questions and proposal requirements and to avoid submitting extraneous materials that do not show how the Proponent intends to meet requirements.

Requirements for each Response Item are detailed below.

4.2 Mandatory Proposal Requirements

Certain requirements in Section 4 are identified as mandatory. See Section 1.7 for a description of mandatory requirements.

4.3 Covering Letter

A covering letter on the Proponent's letterhead should be submitted and include the following:

- (a) A description of the company or joint venture/consortium.
- (b) The names of the individuals who are the principals of the Proponent.
- (c) Contact information for the primary contact person with respect to this RFP including the individual's name, address, contact numbers by phone and fax, and contact e-mail address, if available.
- (d) The locations of primary and all other offices that would be servicing the Agreement.

4.4 Executive Summary

The Proponent's proposal should include an executive summary highlighting the following:

- (a) Key features of the proposal, features that make the proposal advantageous for CMHC, innovative approaches to meeting the requirement and cost-saving opportunities.

(b) A brief statement of the Proponent's qualifications to meet CMHC's stated requirements.

4.5 Proponent's Qualifications

MANDATORY

The Proponent's proposal must include information about the Proponent's qualifications as follows:

- (a) A description of the Proponent's organization, its history and legal status.
- (b) Portfolios for all employees who would be assigned to the project, including their titles, years of tenure, areas of specialization as well as a list that details all past and current clients including if they were representing the landlord or the tenant.
- (c) A list of references that includes all contracts of a similar size and scope which the Proponent currently holds or has held over the past 36 months with the name and address of the other party to the contract, and a contact person name and phone number. Note that by providing this information, the Proponent provides consent to CMHC to contact the contact persons for the purpose of collecting information relating to the quality of work provided by the Proponent.
- (d) Information about office location(s) answering the following questions: If awarded this Agreement, which office would provide support services? What types of services are located in this office and which departments would be involved in the proposed work (e.g. market research, acquisitions, commercial brokerage, marketing, tenant representation, landlord representation, property sales, project management, property appraisal and tax, valuation and advisory, asset services)

4.6 Response to Statement of Work

MANDATORY

In this Section, the Proponent must provide detailed information relative to the specifications listed in Section 3, The Statement of Work.

4.7 Project Management Plan

MANDATORY

The Proponent shall describe its project management plan including:

- (a) Project Management Approach. The Proponent shall describe its project management approach and the project management organizational structure including reporting levels and lines of authority.
- (b) Quality Control. The Proponent shall describe its approach to quality control including:
 - details of the methods used in ensuring quality of the work, and
 - response mechanisms in the case of errors, omissions, delays, etc.
- (c) Status Reporting to CMHC. The Proponent shall describe its status reporting methodology, including details of written and oral progress reporting methods.

- (d) Work Schedule. The Proponent shall describe the method it will use to ensure compliance with the work schedule.
- (e) Interface with CMHC. The Proponent shall describe and explain
- its intended interface points with CMHC
 - all available interface mechanisms, and
 - how interface issues and difficulties will be resolved.
- (e) The Proponent's plan for ensuring continuous improvement of its practices and procedures for delivering the services.

4.8 Financial Information

Proponents are not expected to submit confidential financial information with their proposal, however CMHC reserves the right to conduct an assessment of the Lead Proponent(s) financial capacity. Once a Lead Proponent is selected following the RFP evaluation process, CMHC may request the financial information necessary to confirm the financial capacity of the Proponent. This Section details the review that may be conducted and the documents that are required of the Lead Proponent.

Failure to comply with the financial information submission requirements set out in this Section will result in disqualification of the Lead Proponent(s) at which time no further consideration will be provided to the respective submission(s).

4.9 Other Information

The Proponent may provide other relevant financial information, but is not obligated to do so.

4.10 Pricing Proposal

MANDATORY

The Proponent must provide a response outlining the pricing of its proposed solution in a detailed manner.

All prices and amounts of money in the proposal are to be quoted in Canadian dollars and be exclusive of the Goods and Services Tax (GST), Harmonized Sales Tax (HST), and Provincial Sales Tax (PST), as applicable, unless otherwise indicated. The GST, HST or PST, whichever is applicable, shall be extra to the price quoted and will be paid by CMHC.

The Proponent must submit pricing information referencing one of the following three (3) rates structures:

1. Commission Rate Structure

The Proponent must outline their all-inclusive commercial real estate broker percentage commission for Landlord Representation Services (hereinafter referred to as the "Commission").

The Commission is to include the items detailed in Statement of Work and will be a maximum fixed percentage (%) of the value of twelve (12) months of base rent for the leased property. The following is an example of how the evaluated commission percentage will be calculated:

Commission Rate (%)				
Leasable Property	Monthly Base Rent	Monthly Base Rent x 12 Months	% Commission Rate	Fee paid
Property	\$1	\$12	10%	\$1.20

The Proponent's Commission must include the following detailed breakdown:

- a) Payable to Landlord Broker: ____%
- b) Payable to Tenant Broker: ____%
- c) Total Commission Payable ____%

2. Annual Fee Rate Structure

The Proponent must provide a firm annual rate for the provision of Landlord Representation Services referencing the following:

Landlord Representation Services Annual Rate			
	Year 1	Year 2	Year 3
Annual Fee	\$	\$	\$

The Proponent must provide a breakdown of the estimated level of effort included in their proposed Annual Fee.

3. Blended Rate Structure

The Blended Rate Structure should include a blended rate of the Commission Rate and the Annual Fee, referencing the table below:

Blended Rate (% + Fee)			
Leasable Property	% Commission Rate		
Property A	10%		
Landlord Representation Services (excluding services related to Property A)	Year 1	Year 2	Year 3
	\$	\$	\$

The Proponent must provide a response relative to the pricing of its proposed solution.

5 SECTION 5 EVALUATION AND SELECTION

5.1 Overview of Section 5

Section 5 describes the process CMHC will use to evaluate proposals, select a Lead Proponent and finalize and sign an agreement.

CMHC commits to conducting the evaluation process in a fair and objective manner and treating all Proponents equitably. To this end, it has set out detailed terms and conditions and evaluation criteria which will be applied uniformly to all Proponents.

As per Section 2.11, by submitting a proposal, Proponents agree to relinquish all causes of action, claims, complaints or demands that they may have against CMHC arising out of its evaluation of proposals, the alteration of any terms and conditions, the failure to evaluate any proposal, the failure to sign an agreement with a Proponent, or the termination of this RFP process.

CMHC intends to conduct the RFP process such that the proposal that represents the best value to CMHC, based on its operational requirements, is selected. The lowest cost proposal will not necessarily be selected. CMHC reserves the right to reject any or all proposals in whole or in part on the basis of this principle.

5.2 Limitation of Damages

The Proponent, by submitting a proposal and subject to Section 2.11, agrees that under no circumstances will it claim damages in excess of the reasonable costs incurred by the Proponent in preparing its proposal. The Proponent waives any claim for loss of profits or other indirect or special damages.

5.3 Evaluation Table

The Evaluation Table as provided in Appendix "B" lists the criteria upon which each proposal will be evaluated. The criteria are based on the requirements as provided in this RFP.

5.4 Evaluation Methodology

Each proposal will be examined to determine compliance with each mandatory requirement identified in this RFP. A proposal must comply with all of the mandatory requirements in order to proceed in the evaluation process. A proposal which is deemed by CMHC to be non-compliant in one or more mandatory requirements will be eliminated from further consideration. A proposal which meets all the mandatory requirements will be deemed compliant and will proceed in the evaluation process.

Each compliant proposal will first be individually evaluated by each member of the Evaluation Committee that is formed by CMHC for this purpose. Evaluators will evaluate each proposal in accordance with the evaluation criteria as shown in the Evaluation Table, Appendix "B".

Rated criteria category		Weighting
4.5	Proponent's Qualifications	20 %
4.6	Response to Statement of Work	20 %
4.7	Project Management Plan	20 %
4.10	Pricing Requirements	20 %
5.4.1	Presentation/Interviews of proposed resource(s)	20%
Total		100 %

Section 4.5, 4.6 and 4.7 will be scored by the Evaluation Committee in accordance with the Evaluation Table (Appendix "B") and in accordance with the following:

Score	Evaluation Conclusion	Description
10	<u>Complete and clear</u> description provided that <u>exceeds</u> the requirements of the criteria. No weaknesses or deficiencies that would pose any risk to the requirement.	Outstanding
9	<u>Complete and clear</u> description provided of the Proponent's ability to meet the criteria. No evident weaknesses or deficiencies that would pose any risk to the requirement.	Excellent
7-8	<u>Above average description</u> provided of the Proponent's ability to consistently meet key criteria. Minimal weaknesses and/or deficiencies could exist, but would not pose any significant risk to the requirement.	Very Good
5-6	<u>Average description</u> provided of the Proponent's ability to meet key criteria. Minimal weaknesses and/or deficiencies could exist, but would not pose any significant risk to the requirement.	Good
3-4	<u>Weak information</u> was provided with only a <u>partial description</u> of the Proponent's ability to meet the criteria. There are discrepancies and/or deficiencies that pose some risks to the requirement.	Fair
1-2	<u>Very limited</u> information was provided to assess the Proponent's ability to meet the criteria. There are serious discrepancies and/or deficiencies that pose important risks to the requirement.	Unsatisfactory
0	<u>Little or no</u> information provided to assess the Proponent's ability to meet the criteria.	No Response

Individual scores will be reviewed and tabulated to reach an average score multiplied by the percentage weighting for each rated criteria.

Once individual evaluations are complete, the Evaluation Committee members will discuss their scores and agree upon a final score for each proposal.

Pricing Evaluation

Section 4.10 Pricing Proposal will be scored based on the a relative pricing formula, outlined in the table below, and using the rates set out in Section 4.10. Each Proponent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following pricing formula:

$$(\text{lowest price} \div \text{Proponent's price}) \times \text{weighting} = \text{Proponent's pricing points}$$

Example Calculation of Proponent's Total Evaluated Price:

			A	B	C
	Proposed Commission Rate	Estimated QTY Annually (30,000 SF)	Commission Fee	Annual Fee (Year 1 + Year 2+ Year 3 =)	Proponent's Total Evaluated Price (A+B=C)
Proponent A	_____ %	90,000 SF	\$	\$	
The Estimated Quantity for square feet (SF) identified in this table are for evaluation calculation purposes only. The actual SF leased under any resulting agreement and is not bound by the estimates provided herein.					

5.4.1 Presentation/Interviews

Scores for Section 4.5, 4.6, 4.7 and 4.10 will be tabulated and up to a maximum of three (3) Proponents (the number of which is to be determined by CMHC at its sole discretion), who scored the highest will be shortlisted to the presentation stage.

These shortlisted Proponents will be invited to make a presentation and introduce the proposed resource(s) to CMHC (the "Presentation") in person on-site at CMHC. The purpose of the Presentation is to allow the Proponents to address the major elements of their proposal, to allow a committee of CMHC employees (the "Evaluation Committee") to obtain any required clarification based on a set of pre-defined questions and to allow members of the Evaluation Committee to interact directly with the proposed resource(s). The Presentations will be held at premises of CMHC's Granville Island Office in Vancouver. The Presentation has an assigned weighting of 20% and will be evaluated and scored as per the following:

1.0	Presentation of Proponent's approach to the execution of the scope of work	10%
2.0	Responses of proposed resource(s) to pre-defined questions (30 min)	5%
3.0	Open dialogue on the execution of this project (30 min)	5%

Each Rated Criteria has been given a pre-determined weight as per the percentage value set out in the above table and will be rated from 0-10, ten being the highest mark. The Presentation will then be evaluated based on the weightings multiplied by the rated percentage.

The Lead Proponent will be the Proponent achieving the highest overall score.

5.5 Financial Evaluation

Once a Lead Proponent is identified, CMHC may carry out a credit check and/or a financial capacity on the Lead Proponent. The financial evaluation will be based on the information that is requested as per Section 4.8 of this RFP.

The financial evaluation is a pass/fail evaluation to determine whether the Lead Proponent has the financial capacity required to provide CMHC with reasonable assurance that it will be able to meet its obligations if it enters into an agreement with CMHC. If the Lead Proponent passes the financial evaluation, CMHC is then in a position to begin contract negotiations. If the Lead Proponent fails the evaluation, it is disqualified from further consideration.

5.6 Proponent Selection

Once a Lead Proponent has passed the financial evaluation, CMHC has the option of entering into negotiations with that Proponent to incorporate some or all of its proposal into an agreement. If at any time CMHC decides that the Lead Proponent cannot satisfy CMHC's requirements, CMHC may terminate negotiations. If at this time CMHC feels that the secondary Proponent may meet the requirements, CMHC will continue the process with the secondary Proponent and so on.

By submitting a proposal, Proponents agree that if they are selected as Lead Proponent, they will enter into contract negotiations in a timely manner and in good faith, and within the framework of the RFP and the Proponent's response to the RFP.

Announcement of the successful Proponent will be made to all Proponents following the signing of an agreement.

[The rest of this page is left intentionally blank]

6 SECTION 6 DRAFT AGREEMENT

6.1 Overview of Section 6

Attached in Section 6.2 is a draft agreement containing terms and conditions that will form the basis of the agreement resulting from this RFP. CMHC reserves the right to add, delete or revise terms and conditions during negotiations.

Terms and conditions identified as “Mandatory” in the RFP or draft Agreement must be included in the agreement. The Proponent’s proposal and all associated correspondence from the Proponent, where relevant, shall to the extent desired by CMHC, also form part of the resulting contract.

Submission of a proposal constitutes acknowledgement that the Proponent has read and, unless otherwise stated in the Proponent’s proposal, agrees to be bound by the terms and conditions in the draft agreement in the event that the Proponent is selected by CMHC to enter into a contract.

For the purposes of this Section the term “Contractor” refers to the successful Proponent with whom CMHC enters into an agreement.

6.2 Draft Agreement

CMHC FILE No.

THIS AGREEMENT (the “Agreement”)

BETWEEN CANADA MORTGAGE AND HOUSING CORPORATION
Granville Island Administration Office
1661 Duranleau Street, 2nd Floor
Vancouver, British Columbia, V6H 3S3

(hereinafter referred to as "CMHC")

AND CONTRACTOR

(hereinafter referred to as the "Contractor")
(individually a “Party”, collectively the “Parties”)

WITNESSES THAT in consideration of the respective covenants and agreements of the parties, CMHC and the Contractor mutually covenant and agree as follows:

Article 1.0 - The Services

- 1.1** The Contractor covenants and agrees to provide Landlord Representation and Commercial Brokerage Services for Granville Island, located in Vancouver, British Columbia in accordance with the Statement of Work attached as Schedule “A” (the “Services”).
- 1.2** The Contractor represents that it possesses the requisite skills and experience to perform the Services in accordance with the terms and conditions of the Agreement. The Contractor warrants that the Services will be performed in a professional manner and in accordance with accepted industry standards.

Article 2.0 - Term of the Agreement

- 2.1** The term of the Agreement shall be for a period of three (3) years, commencing on _____, 2020 and ending on _____, 2023 (the “Initial Term”).

2.2 Renewal

The Agreement may be renewed at CMHC’s sole discretion for one (1) additional, two (2) year term, not to exceed a cumulative total of five (5) years (the “Renewal Term”).

Hereinafter the Initial Term and the Renewal Term are collectively referred to as the “Term”.

2.3 Termination

No fault termination

Notwithstanding Articles 2.1 and 2.2 above, CMHC may terminate the Agreement for any reason with no penalty, charge, or liability of any kind by giving at least thirty (30) calendar days written notice to the Contractor at any time during the Term.

Termination for Default of Contractor

CMHC may, by giving at least ten (10) calendar days prior written notice to the Contractor, terminate this Agreement without penalty, charge, or liability of any kind for any of the following reasons:

1. The Contractor commits a material breach of its duties under this Agreement, unless the Contractor cures such breach and indemnifies CMHC for any resulting damage or loss, both in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, within twenty (20) calendar days of receipt of written notice of breach from CMHC;

2. The Contractor commits numerous breaches of its duties under this Agreement that collectively constitute a material breach;
3. There is a change in control of the Contractor where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the Contractor are acquired by any entity, or the Contractor is merged with or into another entity to form a new entity, unless the Contractor demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the services under this Agreement; or
4. The Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or any assignment is made for the benefit of the creditors, or if an order is made or a resolution passed for the winding up of the Contractor.

CMHC may terminate this Agreement without notice if the Contractor commits gross misconduct, fraud or other unlawful acts.

CMHC's Obligations upon Termination

In the event that a notice of termination is given, and subject to the deduction of any claim which CMHC may have against the Contractor arising out of the Agreement or its termination, CMHC will be obliged to make payment for the value of all Services performed to the date of the notice, such value to be determined in accordance with the rate(s) specified in the Agreement. CMHC will make payment within thirty (30) calendar days of the date of the notice or receipt of an invoice submitted by the Contractor, whichever is later. Upon such payment, it shall have no further obligation or liability of any kind to the Contractor.

Contractor's Obligations upon Termination

Upon termination of this Agreement or upon delivery of notice of intent to terminate this Agreement, the Contractor shall promptly review all work in progress and forward it to CMHC. The Contractor shall provide CMHC with reasonable transitional assistance at the rates specified in the Agreement, or if no rates are specified at the contractor's standard rates.

2.4 Termination Assistance

Commencing six (6) months prior to expiration of the Term or on such earlier date as CMHC may request, or commencing upon any notice of termination or non-renewal of this Agreement, the Contractor shall provide CMHC with reasonable termination assistance as requested by CMHC to allow the services to continue without interruption or adverse effect and to facilitate the orderly transfer of the services to CMHC or its designee.

Article 3.0 – Financial

- 3.1** In consideration of the performance of the services, as described in Article 1.0, CMHC agrees to pay the Contractor an amount based on the Contractor's rates attached as Schedule B (the “Manner of Payment”). Notwithstanding the foregoing, under no circumstances shall CMHC's total financial liability under the Agreement exceed \$ _____ for Services provided during the Term of the Agreement.
- 3.2** The amount payable to the Contractor by CMHC pursuant to Article 3.1 is inclusive of all taxes, assessments, duties or other levies that may be payable, including any goods and services tax/harmonized sales tax (GST/HST) or provincial sales tax (PST). No other taxes, assessments, duties or other levies shall be payable to the Contractor unless specifically agreed in writing by the Contractor and CMHC.
- 3.3** Notwithstanding Article 3.2 above, GST/HST or PST, to the extent applicable and required to be collected, shall be collected by the Contractor and shown as a separate item on each invoice. Where the Contractor is required to collect the GST/HST, the invoice issued by the Contractor shall show the Contractor’s GST/HST number. The Contractor shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities all taxes payable on the Services.

3.4 Invoicing

The Contractor shall submit detailed invoices to CMHC at regular intervals during the Term, and at least on a quarterly basis, describing the Services provided during the period covered by the invoice. The Contractor must allow thirty (30) calendar days from delivery of invoice for payment without interest charges. The Contractor cannot invoice prior to performance of the Service.

All invoices, notices and requests for payment must make reference to CMHC PA _____ and be sent electronically to ap@granvilleisland.com . Failure to do so may result in delays of payment.

Before advancing any amount to the Contractor, CMHC reserves the right to determine, in its sole and absolute discretion, whether the services were performed in accordance with the terms and conditions of the Agreement. In the event that the services do not meet the standards set out in the Agreement, CMHC may take such action as reasonably necessary to correct the Contractor’s default, including, without limitation, the following:

- a) directing the Contractor to redo the work that was not completed in accordance with the Agreement;
- b) withholding payment;
- c) setting off any expenses incurred by CMHC in remedying the default of Contractor against payment for payment due to the Contractor;
- d) terminating the Agreement for default.

3.5.1 Method of Payment

All payments due under the Agreement will be made by means of Electronic Funds Transfer (“EFT”). The Contractor is responsible for providing CMHC with all the information set out in Article 3.5.2 to allow EFT to be effected and for keeping the information up to date. In the event that CMHC is unable to make payment by EFT, the Contractor agrees to accept payment by cheque or another mutually agreeable method of payment.

3.5.2 Direct Deposit and Income Tax Reporting Requirement

As a federal Crown Corporation, CMHC is obliged under the Income Tax Act and Regulations to report payments to suppliers of goods and/or services by using a T1204 supplementary slip. CMHC must therefore obtain the necessary information from suppliers, including the Contractor’s social insurance number and/or corporate identification number, in order to allow CMHC to make payment by EFT and to complete the T1204 supplementary slip. The Contractor is required to complete and sign a Supplier - Direct Deposit and Tax Information Form (CMHC/SCHL 3085) prior to commencement of the Term. Throughout the Term, the Contractor is required to ensure that the information provided remains accurate and up to date. The Contractor assumes full responsibility for any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date.

3.6 Audit

The Contractor shall maintain proper and standard records and accounts during the Term and for a period of three (3) years following the end of the Term. The Contractor agrees to allow CMHC’s internal and external auditors the right to examine, at any reasonable time, any and all records relating to the services identified herein.

The Contractor agrees to provide the CMHC’s internal or external auditors with sufficient original documents in order to conduct any audit procedures. Any audit may be conducted without prior notice; however the CMHC agrees to cooperate with the Contractor in the course of conducting any audit in order to avoid disruption in day-to-day operations and to preserve confidentiality of any proprietary information that is disclosed.

Article 4.0 - General Terms and Conditions

4.1 Intellectual Property Rights

All material, reports and other work product produced under the Agreement will become the sole property of CMHC upon coming into existence and CMHC will hold all intellectual property rights therein. The Contractor warrants that it has sufficient rights to satisfy this term, and that any necessary waivers of moral rights have been obtained, as provided for in the law of copyright.

Upon the material coming into existence, the Contractor hereby assigns all rights in the material to CMHC and agrees to execute any document requested by CMHC acknowledging CMHC's ownership of the material and work product and the waiver of moral rights therein.

Nothing in this Agreement is intended to affect the pre-existing Intellectual Property Rights of the Parties, and all personal information, whether or not it is marked as confidential.

4.2 Confidentiality and Non-Disclosure of CMHC Information

In this Section, "CMHC Information" refers to any and all information of a confidential nature, including all personal information, that is in the care or control of CMHC, and is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in relation to the provision of the Services, however the information is obtained. Without limiting the generality of the foregoing, CMHC Information includes data in any format and information obtained directly or indirectly by the Contractor.

The Contractor understands the sensitive nature of the CMHC Information and agrees to treat all CMHC Information as proprietary, confidential and sensitive during the Term and following termination of the Agreement, unless otherwise specifically agreed to in writing by CMHC. The Contractor further agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Services and who are bound by an obligation of confidentiality that is as strict as that contained in this Agreement.

In the event that a breach of confidentiality occurs, the Contractor will immediately notify CMHC and co-operate with CMHC to the extent required to remedy the breach.

Where the Services are sensitive in nature, CMHC may require that the Contractor provide an Oath of Secrecy for each of its employees or persons engaged in performing the Services.

The Contractor further acknowledges and understands that CMHC considers all CMHC information to be under its custody and control at all times, and that all information in the care and control of CMHC is subject to federal laws on privacy and access to information.

Any documents provided to the Contractor in the performance of the Services shall be returned, uncopied to CMHC or destroyed by the Contractor immediately following the termination of this Agreement. For documents not returned to CMHC, the Contractor shall provide specific proof under oath of their destruction.

The Contractor shall ensure that CMHC Information shall remain in Canada and expressly agrees to segregate CMHC Information, whether in electronic format or in hard copy, from other information by physical or electronic means.

Without limiting the generality of the foregoing, the Contractor shall not and shall ensure that any subcontractor, reseller, agent or any other entity engaged to perform any portion of the Services does not release, share or otherwise divulge CMHC Information to any other entity including subsidiaries, branch offices, partners of the Contractor or subcontractors without the prior written consent of CMHC.

4.3 Contractor's Indemnification

The Contractor agrees to indemnify, defend and hold harmless CMHC, its officers, employees and agents, for all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind, including legal fees, arising from or in consequence of an act or omission of the Contractor related to the performance of the Services. To the extent that CMHC's actions contribute to the loss or damages, CMHC shall be responsible for its proportionate share of the liability. The indemnification applies whether the actions, suits or proceedings are brought in the name of CMHC or in the name of the Contractor. The Contractor shall be fully responsible to CMHC for the acts and omissions (including negligence) of its subcontractors and of persons directly or indirectly engaged by such subcontractors as if such acts and omissions were those of the Contractor.

CMHC shall have the right to assume control of its own defence at any time, provided that it assumes the costs of its defence.

4.4 Independent Contractor

It is understood by the Parties that the Contractor shall act as an independent contractor for the purposes of the Agreement. It and its employees, officers, agents and contractors are not engaged as employees of CMHC. The Contractor agrees to so advise its employees, officers, agents and contractors.

Without limiting the generality of the foregoing, the Contractor shall retain complete control of and accountability for its employees, agents and contractors. The Contractor shall prepare and process the payroll for its employees directly, and shall withhold and/or pay all applicable employment taxes and statutory payroll deductions required in respect of its employees. All personnel employed by the Contractor at the beginning of the Term shall, at all times, and for all purposes, remain solely in the employment of the Contractor.

4.5 Contractor's Authority

The Contractor agrees that it has no authority to give any guarantee or warranty whatsoever expressed or implied on behalf of CMHC and that it is in no way the legal representative or agent of CMHC and that it has no right or authority to create any obligation on behalf of CMHC or to bind CMHC in any way.

4.6 Corporation Identification

It is agreed that the Contractor will make no use whatsoever of CMHC's name, logo or other official marks without the express written consent of CMHC.

4.7 Conflict of Interest

The Contractor and its principals, employees, agents and subcontractors shall avoid any real, potential or apparent conflict of interest during the Term and shall declare any real, potential or apparent conflict of interest to CMHC immediately upon becoming aware of the conflict. The Contractor shall, upon direction of CMHC, take steps to eliminate any conflict, potential conflict or perception that a conflict of interest exists.

The Contractor must not provide any services to any third party in circumstances that might reasonably give rise to a conflict of interest between the Contractor's duties to that third party and the Contractor's duties to CMHC.

In the event that a conflict of interest, real, potential or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement. All work product that has been completed at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Contractor of an amount which, in the sole opinion of CMHC, constitutes reasonable payment for the partial performance of the Contractor's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.

Any public office holder or former public office holder must be in compliance with the provisions of the *Conflict of Interest Act* in order to derive a direct benefit from any Agreement which may arise from this request for proposal.

4.8 Insurance

The Contractor shall, at its own expense, procure and maintain or cause to be procured and maintained in force for the duration of this Agreement;

The policy limits set forth may be provided in any combination of primary and umbrella/follow-form excess insurance policies.

- a) **Commercial General Liability Insurance** - Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$2,000,000.00 inclusive for personal injury, bodily injury (including death) and property damage for any one occurrence or series of occurrences arising from one cause. The policy shall provide coverage for, but not be limited to, all premises and operations of the Contractor, liability for products and completed operations, broad form coverage, contractor's liability, non- owned automobile, employer's liability, contractual liability and liability specifically assumed under this Agreement.

Canada Mortgage and Housing Corporation shall be added to the policy as an additional insured and the policy shall contain cross liability, and severability of interest clauses.

- b) **Professional/Miscellaneous (Errors & Omissions) Liability** - Professional Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$2,000,000.00 per claim, providing coverage for, but not limited to, economic loss due to actual or alleged acts, errors or omissions or wrongful acts committed by the Contractor, its agents or employees in the performance of services. The Contractor shall ensure that the policy is renewed continuously for a minimum period of five (5) years following the expiration or early termination of this Agreement.
- c) **Commercial Automobile Insurance** - Commercial Automobile Insurance with an insurer licensed to do business in Canada with limits of not less than \$2,000,000.00 combined single limit per accident for bodily injury (including death), statutory accident benefits and property damage per occurrence.
- d) **Worker's Compensation** - Worker's compensation coverage for all employees engaged in the Services in accordance with the statutory requirement of the province, territory or state in which the Services are being performed.
- e) **Other conditions**
 - 1. If there are material changes in the scope of Services provided under this Agreement, CMHC may request changes to the minimum insurance coverages set out above. All insurance policies required to be maintained by Contractor pursuant to this insurance clause shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of Contractor's insurance and shall not contribute to it. All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under this insurance clause. In addition Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this insurance clause intends to cancel, or intends to make or has made a material change to, any insurance referred to in this insurance clause. A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter.
 - 2. Without in any way restricting CMHC's discretion to grant or withhold its consent to a request to subcontract pursuant to this Agreement or any other contract, the Contractor agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this Agreement and any other contract to maintain insurance against such risks and in such amounts that having regard to such subcontractor's or independent contractor's involvement in the provision of the Services could reasonably be

expected to be carried by persons acting prudently and in a similar business to that of such subcontractor or independent contractor. It shall be the sole responsibility of the Contractor to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the contract.

4.9 No Limitation

No specific remedy expressed in the Agreement is to be interpreted as limiting the rights and remedies which CMHC may be entitled to under any Agreement or otherwise in law.

4.10 Non-Compliance

If the Contractor fails to comply with a direction or decision of CMHC properly given under the terms of the Agreement, CMHC may take such actions and incur such costs that are reasonably required to implement its direction including, without limitation, the engagement of another contractor and withholding of payment due to the Contractor for Services rendered, which moneys may be set off by CMHC against any expenses that it may incur in remedying a default or failures as described above.

4.11 Force Majeure

In the event that a Party is prevented from fulfilling its obligations under the terms of the Agreement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the impacted Party shall notify the other Party in writing as soon as reasonably possible. The written notice shall be sent by registered mail and shall outline the circumstances that constitute a force majeure or an act of God, which may include, but are not limited to, war, serious public disturbances, impediments arising from orders or prohibitions of public authority, actions of public enemies, strikes, lockouts and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Party has no reasonable control.

Where CMHC concludes, in its sole discretion, that the Contractor will not be able to fulfill its obligations under the Agreement, CMHC may secure the services of other qualified Contractors to perform the Services without further compensation or obligation to the Contractor.

4.12 Non-Waiver

Failure by either party to assert any of its rights under the Agreement shall not be construed as a waiver thereof.

4.13 Laws Governing Agreement

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada as applicable.

The parties attorn to the jurisdiction of the Federal Court or the courts of the Province of British Columbia as appropriate in the circumstances. The Contractor shall give all notices and obtain all licenses, permits and authorizations required to perform the Services. The Contractor shall comply with all the laws applicable to the services or the performance of the Agreement.

4.14 Official Languages

The Contractor acknowledges and understands that CMHC is governed by the *Official Languages Act* and follows related Treasury Board policies. The Contractor agrees to cooperate with CMHC to take any measures necessary to ensure compliance with the *Act*. The Contractor further understands and agrees to ensure that services provided to and communications with CMHC employees are available in the official language that predominates in the office in which they work.

4.15 Access to CMHC Property

The Agreement does not provide automatic access to CMHC premises. Where specified in the Agreement CMHC agrees to permit access by the Contractor's employees onto CMHC premises for the purpose of fulfilling its obligations as per the terms of this Agreement. However, CMHC reserves the right to refuse entry of Contractor's personnel for operational reasons. CMHC also will have the right at any time to remove from and/or refuse entry to its premises any incompetent or intemperate employee, or any employee who violates CMHC Safety and/or Security regulations or interferes with CMHC operations at the site.

4.16 Suspension of Services and Changes in Specifications

CMHC may, at any time and from time to time, order a suspension of the Services in whole or in part, and make modifications of, changes in or additions to the specifications of the type of Services offered and methods of delivery. All directions given by CMHC in writing with respect to the foregoing shall be complied with by the Contractor. If any such suspension, modification, change or addition results in an increase or decrease in the cost of the Services, the amount in Article 3.1 shall be adjusted accordingly, provided that the Contractor shall in no event be entitled to compensation for any loss of anticipated profits and provided further that minor increases or decreases in cost shall be disregarded.

4.17 Extras

Except as otherwise provided in the Agreement, no payment for extras shall be made unless such extras and the price thereof have been authorized in writing by CMHC.

4.18 Assignment of the Agreement

The Agreement shall not be assigned in whole or in part by the Contractor without the prior written consent of CMHC, which may be withheld for any reason.

It is understood and agreed that the Contractor may engage other entities to assist with the Contractor in providing of the Services, provided that the Contractor shall at all times retain full responsibility for the provision and quality of the Services and acts in a manner which fully recognizes and respects the confidential nature of the Services. No purported assignment of the Agreement shall relieve the Contractor from any obligation under the Agreement or impose any liability upon CMHC.

4.19 Closure of CMHC Offices or Suspension of Operations

Where CMHC premises become inaccessible due to evacuation or closure because of events or circumstances beyond the control of CMHC, where the health or safety of persons on the premises may be reasonably determined by CMHC, in its sole judgment, to be at risk, or where CMHC operations are suspended, payment to the Contractor may be suspended or modified. Where the Contractor provides satisfactory evidence to CMHC that the Contractor will continue to incur monetary obligations to others directly as a result of its undertakings under this Agreement and is unable to mitigate its losses due to such obligations, CMHC may continue payment in full, or at a reduced amount, or suspend payment completely.

4.20 Severability

If any part of the Agreement is determined to be unenforceable by a competent authority, it may be severed from the Agreement so as to preserve the intentions of the Parties to the extent possible.

4.21 Scope of Agreement

This Agreement contains all of the agreements of the Parties and no other representations or warranties, verbal or otherwise, exist between the Parties except those set out herein or attached as Specifications, Conditions and Addendum and signed by both Parties. In case of conflicts between the Contractor's documents and CMHC's documents, the latter shall govern.

4.22 Binding

This Agreement shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns.

Article 5.0 - Agreement Administration

5.1 Contract Administrator

Each Party shall assign a contract administrator that will be responsible for overseeing the Agreement. The individuals named in Article 5.2 are the initial agreement administrators.

The Parties shall notify the other in writing in the event that the contract administrator is changed.

CMHC will notify the Contractor in writing of the names of any CMHC representatives who are authorized to assign jobs and approve payments with respect to the work carried out under this Agreement.

5.2 Notices

All notices issued under the Agreement shall be in writing and emailed to:

CMHC at the following address:

Name:
Title:
Email:

The Contractor at the following address:

Name:
Title:
Email:

Article 6.0 - Documents comprising the Agreement

6.1 The documents which comprise the entire agreement between the Parties with respect to this matter consist of the following:

- (a) This form of Agreement as executed _____, 2020;
- (b) CMHC's Request for Proposal dated January 24, 2020;
- (c) The Contractor's submitted Proposal dated _____, 2020; and

together with all written change notices issued by CMHC hereunder and such further specifications and documents as the parties may agree in writing.

6.2 The documents comprising the Agreement are complementary and what is called for in any one shall be binding as if called for by all. The Agreement documents shall be interpreted as a whole and the intent of the whole shall govern. In the event of a conflict between them, the Agreement documents shall have precedence among themselves in the order as listed above.

[The rest of this page is left intentionally blank]

IN WITNESS WHEREOF this Agreement has been executed by duly authorized officers of the Parties as follows:

THE CONTRACTOR

**CANADA MORTGAGE AND
HOUSING CORPORATION**

(Signature)

(Signature)

(Name and Title)

(Name and Title)

Date: _____

Date: _____

[The rest of this page is left intentionally blank]

Draft Agreement - SCHEDULE "A" – STATEMENT OF WORK

To be completed and agreed upon with successful Proponent.

[The rest of this page is left intentionally blank]

Draft Agreement - SCHEDULE "B" - FEES

If the Contractor is not in breach of any of its (his, her) obligations under this Agreement, CMHC shall pay the Contractor the fees identified below (plus applicable taxes).

To be completed and agreed upon with successful Proponent.

[The rest of this page is left intentionally blank]

SECTION 7 APPENDICES

APPENDIX A - Certificate of Submission

_____, hereby:
Company Name Procurement Business Number (PBN)

- I. agrees and understands that submission of a proposal constitutes acknowledgement that the Proponent has read and, unless otherwise stated in the Proponent's proposal, agrees to be bound by the terms and conditions in the draft Agreement in the event that the Proponent is selected by CMHC to enter into a contract;
- II. agrees to comply with all of the draft Agreement MANDATORY clauses in an unaltered form as stated;
- III. offers to provide services and/or products to CMHC, as described in this proposal, on and if, as and when required basis, all in accordance with the Request for Proposal;
- IV. offers the terms as set out in this proposal, including any pricing proposal for a period of time as specified in Section 2 of the RFP;
- V. certifies that, at the time of submitting this bid, is in full compliance with all tax statutes administered by all provincial, territorial and federal Ministries of Finance and that, in particular, all returns required to be filed under all provincial and federal tax statutes have been filed, and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained;
- VI. represents and warrants that in submitting the proposal or performing the Agreement, there is no actual or perceived conflict of interest;
- VII. represents and warrants that in preparing the proposal, there was no actual or perceived unfair advantage due to the receipt of information regarding the RFP that was not made available to other Proponents;
- VIII. certifies that this proposal was independently arrived at, without collusion;
- IX. certifies that no gratuities or gifts in kind were offered to any CMHC employee, Board member or Governor-in-Council appointee; and intended, by the gratuity, to obtain an Agreement or favourable treatment under an Agreement;
- X. authorizes CMHC to conduct such investigation as it deems appropriate to verify the contents of the proposal;
- XI. certifies, unless explicitly outlined in the proposal, that all pricing information is based on service provision which, at a minimum, fully meets all of the existing service standards as outlined in the Statement of Work;
- XII. (for sole proprietorships and partnerships) provide permission herewith to CMHC to undertake credit checks on the individuals listed below (names, signatures and home addresses of each must be provided).
- XIII. agrees that, in the event of acceptance of this proposal, it will enter Agreement negotiations in accordance with the RFP, and upon entry into an Agreement with CMHC, it will commit to providing the full scope of services identified in the Agreement.
- XIV. agrees that all responses and related materials become the property of CMHC, will not be returned and CMHC will not reimburse the Proponent for any work related to, travel or materials supplied in the preparation of the RFP response.
- XV. agrees that it and any other persons for which it is responsible, who are to perform the work as stated in this RFP, at the request of CMHC will comply with security screening as deemed appropriate;

Signed this _____ day of _____, 2020 at _____, Canada.

Corporations are not required to provide a corporate seal. The signature of one witness is required for the signature of each Owner/Signing Authority.

Corporation/Individual:

Signature of Signing Authority

Name and Title of Signing Authority

Declaration: I have the authority to bind the company.

APPENDIX B - Evaluation Table

EVALUATION CRITERIA	A	B	C
	WEIGHT 100 Total	POINTS 0 to 10	SCORE AxB = C
<i>Section 4.5 - Proponent Qualifications (20%)</i>	20		
A description of the Proponent’s organization, its history and legal status.	5		
Portfolios for all employees who would be assigned to the project, including their titles, years of tenure, areas of specialization as well as a list that details all past and current clients including if they were representing the landlord or the tenant.	5		
A list of references that includes all contracts of a similar size and scope which the Proponent currently holds or has held over the past 36 months with the name and address of the other party to the contract, and a contact person name and phone number. Note that by providing this information, the Proponent provides consent to CMHC to contact the contact persons for the purpose of collecting information relating to the quality of work provided by the Proponent.	5		
Information about office location(s) answering the following questions: If awarded this Agreement, which office would provide support services? What types of services are located in this office and which departments would be involved in the proposed work (e.g. market research, acquisitions, commercial brokerage, marketing, tenant representation, landlord representation, property sales, project management, property appraisal and tax, valuation and advisory, asset services)	5		
<i>Section 4.6 – Response to Statement of Work (20%)</i>	20		
The Proponent clearly demonstrated a detailed understanding of current market rates, conditions, and opportunities across the region	5		
The Proponent clearly demonstrated their ability to provide the Landlord Representation Services detailed in the Scope of Work and explained their expertise in each area.	5		
The proponent demonstrated an extensive network of partners, potential tenants and developers that could be a good fit for the leasing and development opportunities listed.	5		

EVALUATION CRITERIA	A	B	C
	WEIGHT 100 Total	POINTS 0 to 10	SCORE AxB = C
The Proponent demonstrated they have represented or currently represent Landlords that are similar in size, mixed use and needs to that of CMHC-Granville Island	5		
<i>Section 4.7 – Project Management Plan (20%)</i>	20		
Project Management Approach. The Proponent shall describe its project management approach and the project management organizational structure including reporting levels and lines of authority	5		
Quality Control. The Proponent shall describe its approach to quality control including: <ul style="list-style-type: none"> • details of the methods used in ensuring quality of the work, and • response mechanisms in the case of errors, omissions, delays, etc. 	5		
Status Reporting to CMHC. The Proponent shall describe its status reporting methodology, including details of written and oral progress reporting methods.	3		
Work Schedule. The Proponent shall describe the method it will use to ensure compliance with the work schedule.	2		
Interface with CMHC. The Proponent shall describe and explain <ul style="list-style-type: none"> • its intended interface points with CMHC • all available interface mechanisms, and • how interface issues and difficulties will be resolved. 	3		
The Proponent’s plan for ensuring continuous improvement of its practices and procedures for delivering the services.	2		
<i>Total Technical Score (Section 4.5, 4.6 and 4.7)</i>			
<i>Section 4.10 – Pricing Proposal (20%)</i>	20		
Pricing is scored based on a formula where the lowest price obtains the highest score (10 out of 10) and all prices are then pro-rated.	20		
Total Evaluated Score of Written Proposal (Section 4.5, 4.6, 4.7 and 4.10)			

<i>Section 5.4.1 - Presentation/Interviews of proposed resource(s) (20%)</i>	20		
Presentation of Proponent's approach to the execution of the scope of work (30 min)	10		
Responses of proposed resource(s) to pre-defined questions (30 min)	5		
Open dialogue on the execution of this project (30 min)	5		
<i>Total Presentation Score (Section 5.5)</i>			
<i>Total Evaluated Score of Written Proposal (Section 4.5, 4.6, 4.7 and 4.10) and Presentation Score (Section 5.4.1)</i>			

APPENDIX C - Mandatory Compliance Checklist

<input type="checkbox"/>	Submission Deadline	Section 2.3.1
<input type="checkbox"/>	Address for Delivery	Section 2.3.2
<input type="checkbox"/>	Offering Period	Section 2.7
<input type="checkbox"/>	Proponent's Qualifications	Section 4.5
<input type="checkbox"/>	Response to Statement of Work	Section 4.6
<input type="checkbox"/>	Project Management Plan	Section 4.7
<input type="checkbox"/>	Pricing Proposal	Section 4.10
<input type="checkbox"/>	Certificate of Submission	Appendix A

APPENDIX E – Leasing Guidelines

The Granville Island Leasing Guidelines outline the leasing objectives, guiding principles, and considerations for Granville Island. Please refer to the attached.

[The rest of this page is left intentionally blank]

Granville Island Leasing Guidelines

2007



Granville Island Leasing Guidelines

Table of Contents:

About Granville Island.....	1
Granville Island Mission.....	1
Management Structure.....	1
Guiding Principles.....	2
Leasing Objectives.....	2
Considerations.....	3
Leasing Guidelines.....	4
Space Allocation.....	4
Rent.....	5
Recoverable Costs.....	5
Term.....	6
Proviso.....	8
Definitions.....	9
Types of Agreements.....	9
Types of Lease Clauses and Terminology.....	10
References.....	13
Appendix A: Building Map of Granville Island...	14

Granville Island Leasing Guidelines

About Granville Island

Granville Island is a revitalized urban waterfront neighbourhood, respectful of its heritage, committed to excellence, and serving the Vancouver community. The mix of cultural, artisan, recreational, industrial, maritime, retail and market communities invigorates and enriches Granville Island, resulting in accolades such as the New York based organization Project for Public Spaces "best neighbourhood in North America" (2004).

Granville Island is home to 275 businesses and facilities, employing more than 2,500 people, and generating in excess of \$130 million in economic activity annually. It is one of the most popular visitor destinations in Vancouver.

Granville Island Mission

Granville Island's mission, as stated in the Granville Island Development Plan (1995), is to provide a self-sustaining environment that fosters diverse cultural, educational and commercial enterprises while maintaining the Island's historic industrial character.

Management Structure

In 1972, on behalf of the Government of Canada, the administration of Granville Island was transferred to Canada Mortgage and Housing Corporation (CMHC).

The Granville Island Trust is an advisory body composed of nine members, with representation from Granville Island, local area residents and the City of Vancouver.

*Granville Island
Mission:*

*To provide a
self-sustaining
environment that
fosters diverse
cultural, educational
and commercial
enterprises while
maintaining the
Island's historic
industrial character.*

Granville Island Leasing Guidelines

Guiding Principles

CMHC-Granville Island strives to:

- Ensure financial sustainability;
- Retain and enhance the Granville Island experience;
- Maintain an accessible destination for all people;
- Preserve and build on the historic character of Granville Island;
- Encourage alternative forms of access;
- Provide for a variety of business and cultural opportunities on Granville Island;
- Ensure barrier-free access;
- Promote safety and security;
- Support sustainable development initiatives – economic, social and environmental; and,
- Take an incremental approach to change.



Leasing Objectives

Granville Island's leasing objectives include:

1. Encouraging the development of those arts, crafts and cottage industries where the public may view and purchase products produced on the premises.
2. Retaining the industrial character of the Island by using existing buildings wherever feasible and ensuring any new

Granville Island Leasing Guidelines

building or infill development is compatible with this intended character.

3. Seeking out tenants who contribute to the animation of the Island
4. Retaining a retail mix that focuses on unique, high quality and locally based product offerings.

Considerations

Granville Island is a unique community in the heart of Vancouver. A diverse mix of uses shapes Granville Island's ability to both compete with and complement other neighbourhoods and communities in the City of Vancouver and the Lower Mainland.

The goal of CMHC is to ensure the Granville Island remains economically, socially, and environmentally sustainable, while preserving its unique, artistic and local character.

Some specific challenges Granville Island faces are:

- Vacant space and developable lands are scarce and at a premium
- Aging infrastructure
- Increased competition
- Requirement to be financially self-sustaining

Despite these challenges, Granville Island has managed to remain one of the most successful waterfront developments in North America.

Granville Island Leasing Guidelines

Leasing Guidelines

1. Leasing objectives will support Granville Island's Mission.
2. CMHC-Granville Island values and encourages long-term relationships with its tenants.
3. CMHC-Granville Island strives to ensure that all available space and buildings are managed and allocated efficiently.
4. Granville Island space will be awarded in a fair and open manner.
5. Where a public or competitive process is followed, proposals will be evaluated based on criteria that reflect CMHC-Granville Island's leasing objectives and guiding principles.
6. CMHC-Granville Island may consent to assignments, subleases or other changes of control of existing leases on Granville Island but such consent will be subject to adherence to CMHC-Granville Island's overall objectives and guiding principles.

Space Allocation

Occupied Space:

Existing leases and arrangements will be honoured and remain in place.

Upon expiry of leases with existing tenants, CMHC-Granville Island, will strive to work with tenants to reach an amicable arrangement for all parties that will support Granville Island's mission.

Granville Island encourages:

The development of those arts, crafts and cottage industries where goods are produced on the premises and the production process is visible to the public.

Granville Island Leasing Guidelines

Vacant Space:

CMHC-Granville Island may elect to use a public or competitive process to allocate leaseable space where CMHC-Granville Island determines that Granville Island's mission and objectives are better accomplished in that manner.

For example, where the same space is desired by two or more entities, or where CMHC-Granville Island identifies a specific opportunity for which there is more than one proponent, or where CMHC-Granville Island wishes to encourage competition in the allocation of space on Granville Island.

From time to time, when a unique opportunity arises, CMHC-Granville Island may directly award a space.

Rent

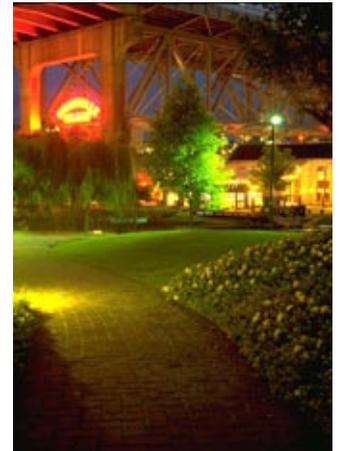
Rent on Granville Island will reflect market conditions, however recognizing other factors and objectives, CMHC-Granville Island will not necessarily seek the highest monetary return. CMHC-Granville Island will continue to employ a variety of lease rates that reflect the diverse uses on Granville Island.

Calculated on a per square foot rate, base rents on Granville Island are dependent on such factors as use, location and market conditions.

In various lease arrangements, percentage rent will also be used in combination with base rents in order to determine the overall rent payable for space on Granville Island.

Recoverable Costs

CMHC – Granville Island is committed to ensuring Granville Island's long-term sustainability through responsible fiscal management, while preserving the unique character of the Island. CMHC-Granville Island will strive to achieve cost recovery of operational costs associated with the safe and prudent administration of all leased and common areas on Granville Island.



Granville Island Leasing Guidelines

Common Area Maintenance Costs (CAM) and other recoverables such as property taxes, utilities and waste removal are charged back to tenants at cost. The recoverable cost structure aligns the individual businesses with the flow-through of actual expenses.

For example, an office tenant will use less water than a restaurant tenant and therefore will have a lesser amount for water reflected in their fees.

The methodology for cost recovery is consistent with industry standards and ensures that all tenants contribute on a fair and equitable basis to the actual operating costs of the Island. It also takes into consideration the unique nature of the tenant mix on Granville Island (in particular, non-profit, cultural and artisan groups).

The ability to recover costs is set out in the terms of the lease agreements between CMHC and the tenants.

Term

Length

CMHC – Granville Island will honour all commitments contained in current leases with regards to renewals or extensions.

Typically, leases range from 3 to 5 years. Head leases and leases for large footprints have been given longer terms in the past for a variety of reasons including capital investment and use.

Capital Investment

Where the lease term and any tenant rights of renewal or extension have lapsed, the granting of an additional term, extension, or a new lease will be at the option of CMHC-Granville Island. CMHC-Granville Island may require that the tenant meet certain conditions stipulated or prescribed by CMHC-Granville Island.

Granville Island strives to:

Retain the industrial character of the Island by using existing buildings wherever feasible.

Granville Island Leasing Guidelines

Where the improvements have vested or reverted to CMHC-Granville Island at the expiration of a lease, the rent for any new lease or extension will be based on the land value plus the value of the improvements.

CMHC-Granville Island may, at its discretion, negotiate an additional term to a tenant undertaking capital improvements. However, CMHC-Granville Island must be in agreement prior to any capital improvements being undertaken by the tenant. CMHC-Granville Island is not bound to grant an additional term in the event of the tenant making a capital investment in their space.

Considerations

The granting of an additional term, extension or new lease is subject to relevant considerations, including but not limited to:

- Compliance with all the terms of the expiring lease;
- satisfactorily maintained buildings, improvements and/or the leased space;
- The extent to which the proposed use is in line with Granville Island's mission;
- Whether the additional term will jeopardize reasonable competitive access for current or potential Granville Island businesses or tenants;
- Other factors may also be relevant from time to time.

Where CMHC-Granville Island grants an additional term, extension or new lease in connection with capital improvements undertaken by a tenant, the length of the additional term will depend on several factors, including, but not limited to:

- The useful life of the capital improvements;



Granville Island Leasing Guidelines

- The time period sufficient to amortize any new investment;
- The length of the term remaining on the original lease;
- The extent and nature of the capital improvements; and
- Any rent adjustment that is made at that time.

Proviso

These Guidelines reflect the resolve and intention of CMHC-Granville Island at the time written. In order to present the Guidelines so that they can be readily understood, an effort has been made to avoid stating extensive qualifications and exceptions.

These Guidelines do not confer any right upon anyone, or impose any obligation on CMHC-Granville Island. CMHC-Granville Island may from time to time change these Guidelines or depart from these Guidelines without liability to anyone.

*Granville Island
aims to:*

*Retain a retail mix
that focuses on
unique, high quality
and locally based
product offerings.*

Granville Island Leasing Guidelines

Definitions

Types of Agreements:

Assignment is the transfer in writing of an interest in a lease, mortgage or other instrument. The Assignor (Leasee), transfers the entire remainder of the term created by the lease, and the Assignee (new Leasee) becomes liable to the original Lessor for rent. The Assignor usually retains secondary liability for performance under the lease, depending upon the terms of the lease pertaining to assignment.

Commercial Lease is a lease associated with the wholesale or retail sale of goods or services.

Expired Lease is a lease which has ended as per the terms and conditions of the lease.

Head Lease is a lease between a landlord and a tenant which gives overall contractual responsibility to one particular tenant (Head leasee). A head lease usually relates to an entire, multi-tenanted, sub-leased building and is usually for a longer term than the sub-leases.

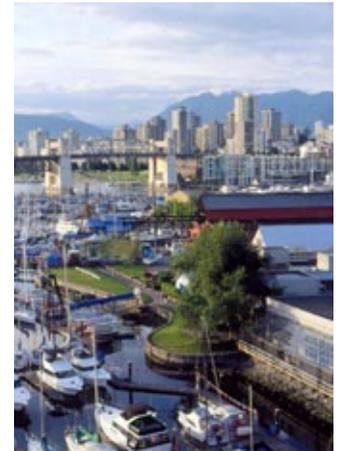
Industrial Lease is a lease associated with manufacturing, processing or disposal operations.

Lease Renewal is a lease that has been created as a result of the Leasee exercising their Option to Renew and subject to the terms and conditions of the original lease, with the exception of Option to Renew and Rent.

Offer to Lease is an agreement that binds the landlord (Lessor) to continuing negotiations in good faith once a qualified tenant (Leasee) has been found, until all negotiating points have been covered. In effect, it takes the space off the market during the negotiating period.

Office Lease is a lease designed for the office premises.

Public Market Lease is a commercial lease designed for the Public Market premises.



Granville Island Leasing Guidelines

Storage Lease is a lease associated with storage of cold/dry stock and/or equipment.

Sub lease is a lease executed by the lessee of an estate to a third person that conveys the same estate for a shorter term, or a portion of the estate for the same or a shorter term.

Surrender of Lease is a legal agreement between landlord and tenant who mutually agree to terminate a lease before the lease has expired.

Temporary Use License Agreement: A lease designed for a specific event and designed for a short period of time (days/months).

Types of Lease Clauses and Terminology:

Assignor: A person who assigns an asset or right to another party.

Base Rent: The minimum monthly rent, usually computed on a per-square-foot-per-year basis, due under the lease.

Common Areas: Areas used by two or more tenants and/or third parties and not under the control of any one tenant.

Common Area Maintenance (CAM): An additional, annual charge often assessed to tenants for maintenance of the property's "common area", such as its entryways, hallways or bathrooms.

Default: Failure to meet an obligation when due or to perform any provision of a lease, mortgage or other agreement.

Demised premises: Premises, or parts of real estate, in which an interest or estate has been transferred temporarily, such as an interest in real property conveyed in a lease.

Fixture: Personal property or improvements so attached to the land as to become part of the real property. The right of the tenant to remove fixtures may be given by stipulation in the lease or by separate written agreement between the parties.

Granville Island seeks out:

Tenants who contribute to the animation of the Island.

Granville Island Leasing Guidelines

Flow-through: Expenses or a portion of expenses associated with tenancy that are “flow through” from the landlord to the tenant who then pays them.

Gross income: The effective gross income from a property.

Landlord: One who rents property to a tenant.

Lease: A contract whereby, for a consideration (usually termed rent), one who is entitled to the possession of real property transfers such rights to another for life, for a term of years, month to month or at will.

Leasehold: The interest or estate that a lessee of real estate holds under the provisions of a lease.

Leasee: The tenant in a lease.

Lessor: The landlord in a lease.

License: Permission given by the landlord for a person to enter the premises for a particular purpose. A license is of temporary character.

Market Value: The expected price that a property should bring if offered for lease in the open market for a reasonable period of time and with market savvy landlords and tenants.

Net lease: Structured such that a base rent for a rental property is paid to landlord. In addition, other charges such as utilities and building property taxes, insurance and maintenance are also payable by tenant. Sometimes referred to as triple net or absolute net lease.

Net operating income (NOI): The effective gross income from a property minus operating expenses.

Option: A contractual agreement giving one party a privilege of demanding, within a specified time, the carrying out of a transaction upon stipulated terms.



Granville Island Leasing Guidelines

Overholding: Tenant remains in possession of leased property after the lease term expiration.

Percentage Rent: A lease of property in which the rent is based upon the percentage of the sales volume made on the specific premises. There is usually a clause for a minimum rent as well.

Quiet enjoyment: A covenant, usually inserted into leases and conveyances on the part of the grantor, promising that the tenant or grantee shall enjoy possession of the premises in peace and without disturbance.

Relocation Clause: The Landlord is given the right to move the Tenant to a location that is similar in size, using similar fit outs and fixtures and typically at the Landlords cost.

Right of Renewal: A clause within a lease giving a lessee the right, or rights, to renew an existing lease for a specified term on specified conditions.

Surrender: The cancellation of a lease by mutual consent of the tenant and the landlord.

Term: The length of the lease.



References

Granville Island Leasing Guidelines

Reference Document for Granville Island, False Creek – Area 9, City of Vancouver Land Use and Development Policies and Guidelines, Approved by Council on April 18, 1978 Amended March 23, 1999 and December 16, 1999

Development Plan 1995-2001, *CMHC-Granville Island 1995*

Leasing Guidelines, *CMHC-Granville Island 1995*

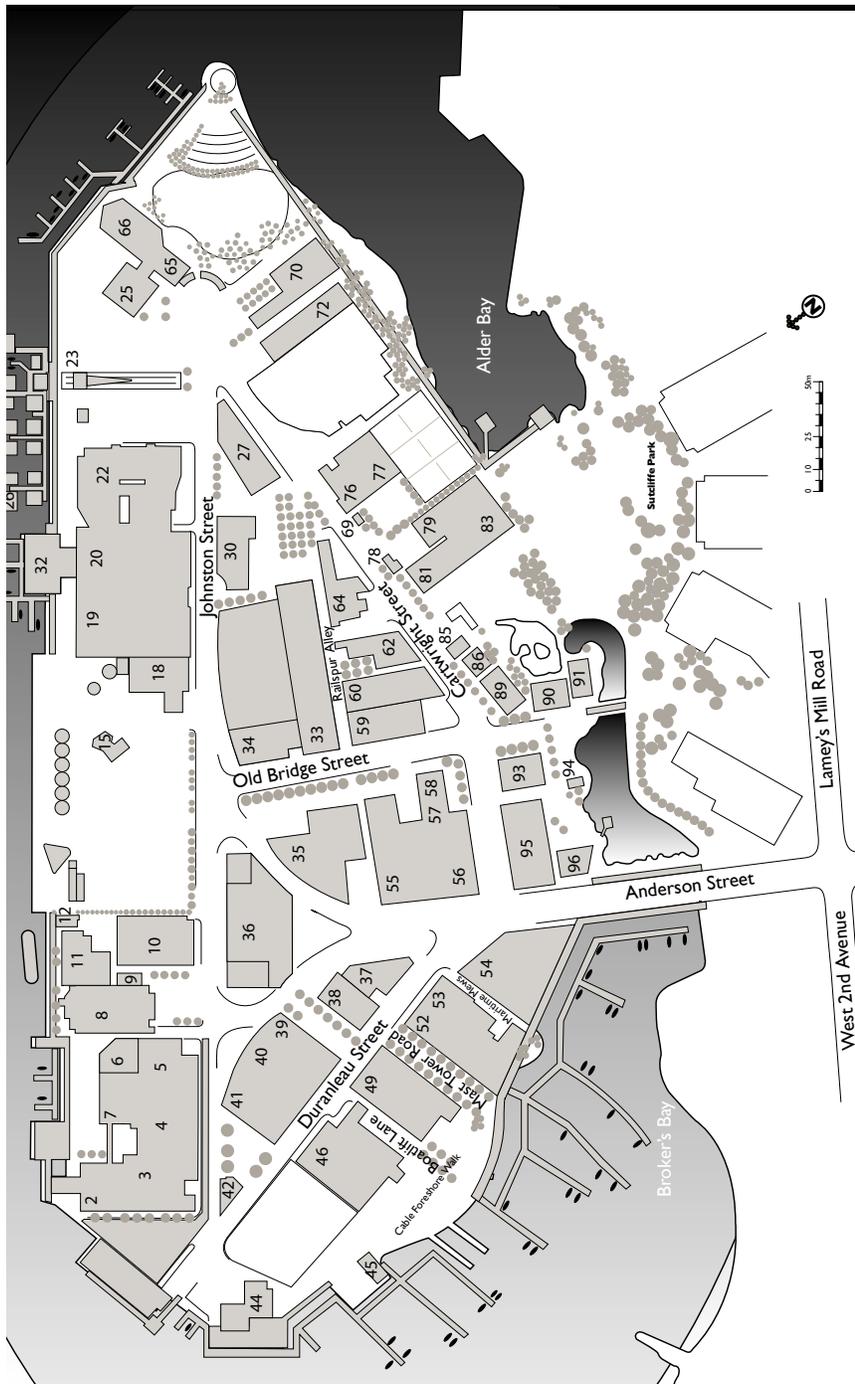
Granville Island April 1986 Plan Update, *CMHC-Granville Island 1986*

Reference Document for Granville Island, False Creek – Area 9, Submitted to the City of Vancouver by The Granville Island Trustees as advisors and on behalf of Central Mortgage and Housing Corporation February 1, 1978 and amended April 1978



Granville Island Leasing Guidelines

Appendix A: Building Map of Granville Island



APPENDIX F – Leasing FAQ

Please refer to the attached for the FAQs for Leasing on Granville Island.

[The rest of this page is left intentionally blank]



Granville Island Leasing FAQs

Q: Where can I find more information about Granville Island leasing opportunities and requirements?

A: Leasable spaces across Granville Island are managed according to the Granville Island Leasing Guidelines and are either directly administered by CMHC, or through head lease tenants who manage their own buildings, subtenants and tenant mix according to a prescribed use clause. Leasing information such as available spaces and leasing guidelines can be found at www.granvilleisland.com/leasing.

Q: What are you doing with the former Emily Carr University of Art + Design buildings?

A: We are happy to share that the South Building comprised of approximately 60,000sf was transferred from ECUAD directly to Arts Umbrella in 2018. Arts Umbrella is currently in the process of transforming the building into a state of the art performing arts centre which will have expanded programming and be able to serve more members of the arts community than ever before. They are currently estimating to complete this massive renovation in 2020. More information is available on the Arts Umbrella website [here](#).

The North Building has been retained by CMHC and is currently in planning stages with the goal of converting into the Arts & Innovation Hub with the following vision:

- A new destination and experience focused on arts and innovation.
- An animated, creative, collaborative and interactive public space.
- A space for innovation with a focus on the creative sectors.
- A mix of non-profit and for-profit enterprises.
- A space for environmental sustainability.
- A place of opportunity for local First Nations

More information on the Arts & Innovation Hub can be found at <http://www.artsandinnovation.com/#vision>. The Granville Island 2040 Report which speaks to the goals

of Arts & Innovation Hub and many other GI2040 initiatives to support arts & culture on Granville Island can be found at www.granvilleisland2040.ca.

Q: Which leasable spaces are managed directly by CMHC and which are not?

A: CMHC manages the individual tenancies in the Public Market, The Net Loft, Railspur Alley and the surrounding Railspur District, and leases various spaces or buildings across the island for a range of tenants and uses.

Some multi-tenanted buildings are managed by Head Lease tenants who oversee their own individual tenancies according to a prescribed use clause. These Head Lease tenants include Maritime Market & Marina, Creekhouse, Pier 32, Foreshore and Kids Market.

CMHC partners with a third parties through management or tenancy agreements to facilitate the management, programming and rentals for CMHC's theatre spaces which include Performance Works, Waterfront Theatre, The Nest at Festival House and The Revue Stage.

For information on Performance Works, Waterfront Theatre or The Nest, please visit www.gitd.ca or contact culturalconciierge@gitd.ca.

For information on the Revue Stage, please visit www.redgate.at.org or contact redgaterevuestage@gmail.com.

For information on a specific Head Lease building as listed above, please email leasing@granvilleisland.com with the subject line "Head Lease Building Inquiry" so we can provide you with the most up to date information available.

Q: What types of tenant uses are permitted in leased spaces on Granville Island?

A: Tenants across the island span a myriad of uses including grocery and prepared food, arts & crafts in the Public Market, restaurant, retail, industrial, office, marina, hotel, recreational and a variety of arts and culture uses include performing arts, production and a mix of artists, artisans and makers of various disciplines which can be seen in studios, retail and office spaces across the island. No national chains or franchises are permitted on Granville Island, however there are a few exceptions such as The Keg and JJ Bean, who have their roots on Granville Island.

Q: What types of spaces are available for lease? Can someone have a business on Granville Island without leasing a permanent space?

A: There are various opportunities for those interested in doing business on Granville Island to become part of our tenant community. In addition to the spaces available for lease within the buildings across Granville Island, which generally have lease terms between 3-10 years, there are programs which provide a lower barrier to entry for cottage industry businesses and others who are just starting out, or are looking for a lower-risk and lower-cost option to suit their needs. The Granville Island Farmers Market, Public Market Day Vendor and Pop-Up programs provide short term or seasonal opportunities for locally owned or operated businesses. These programs are meant to support and enhance the objectives set out in the Granville Island Leasing Guidelines, and further enhance the tenant mix and

offering on Granville Island. More information on all 3 programs can be found at www.granvilleisland.com by typing in the name of the program in the search box.

Q: What is the Pop-Up Program and how is it different from the permanent Creative Use leasable spaces?

A: The Pop-Up Program was developed to provide short-term rental spaces (between 2-5 weeks) on Granville Island in simplified license agreement format with minimal investment and barriers to entry. The aim is to provide an ever-changing mix of tenants with a variety of business concepts and use of space which compliment, expand or provide new offerings amongst the existing tenant mix on Granville Island. Rentals are prioritized for creative use artists, makers, unique brands and gallerists. All renters must be able to fulfill minimum operating hours of 11am-6pm 7 days/week. Bookings will be accepted in 2-4 week timeslots. More information can be found at <https://granvilleisland.com/leasing-pop-up-spaces>.

Q: How does CMHC support arts & culture through its leasable spaces?

A: Providing below-market rental rates for performing arts production, theatre & artist and maker studio space is one of the ways CMHC fulfills its mandate to support arts & culture on Granville Island. Creative Use spaces are leased to tenants with Minimum Rent rates that are often significantly below current real estate market value, and often Additional Rent rates are also subsidized by CMHC to provide further affordability. There are multiple initiatives and practices which allow low, at-cost or no-cost options for the arts & culture community to be integrated and showcased within the multi-disciplinary and multi-use Granville Island community outside of the Granville Island Creative Use leased spaces. This includes programming and events in public spaces which are facilitated or supported by CMHC's arts & culture programming department, through our Cultural Partner program and through a theatre management contract to program and manage Waterfront Theatre, Performance Works and The Nest at Festival House.

Q: How does CMHC select tenants for its directly managed leasable spaces?

A: CMHC leases spaces in accordance with the Granville Island Leasing Guidelines which is publicly available at www.granvilleisland.com/leasing. CMHC continues to evaluate new and existing tenants which includes but may not be limited to the below leasing objectives:

- Encouraging the development of those arts, crafts and cottage industries where the public may view and purchase products produced on the premises
- Seek out tenants who contribute to the animation of Granville Island
- Retaining a retail mix that focuses on unique, high quality and locally based offerings

When a space becomes available for lease in a high demand location or use, it is generally posted on our website through the Expressions of Interest (EOI) process to ensure transparency and equal access to information for all potential applicants

Q: What is the Expressions Of Interest (EOI) process and how does it work?

A: The Expression Of Interest (EOI) process is meant to provide an equal opportunity for anyone interested in spaces posted for leasing availability on Granville Island to have equal access to information before applying. As of 2019, CMHC has enhanced its Creative Use EOI listing format to include clear and often a space-specific list of tenant expectations and eligibility requirements, lease

category, permitted use of space, space specific FAQs, and rental rates which include clear estimated monthly costs. Pre-registered space tours for high interest EOI postings are provided to allow interested applicants to view the space, and to ask any questions they may have of CMHC representatives after reviewing the EOI posting and before submitting their EOI application. More information is available on our website at www.granvilleisland.com/leasing.

Q: What is the new Creative Use EOI process?

In 2019, CMHC significantly modified the EOI posting and process use for its Creative Use spaces in order to provide increased transparency around applicant criteria, rental charges, and to offer a new tenant selection process which provides the option to include non-CMHC arts community members to form part of a Tenant Selection Committee for high-interest spaces to evaluate and score shortlisted applicants and determine the lead proponent for a given space.

Recently, 3 ground floor creative use spaces and 2 2nd floor spaces were posted through the new EOI process which resulted in a combined 83 applications for the first stage of shortlisting. We are happy to share we have received a diverse array of uses which meet the criteria and will be forming a Tenant Selection Committee to review the shortlisted candidates which will consist of 4 CMHC members and 3 non-CMHC arts community members. The non-CMHC members will include 2 on-island members and 1 off-island member who have experience as an artist or maker, or who have participated in evaluating proposals by artists or makers. Those shortlisted by the Tenant Selection Committee will be contacted in to participate in the final stage of tenant selection, at which point a lead proponent will be determined and will enter into lease negotiations with CMHC.

Q: How are Creative Use EOI applications evaluated under the new 2019 pilot process? What happens once they are submitted?

Based on feedback from the arts, culture and the creative use community over the past year, CMHC is piloting a new process in 2019 for tenant selection within its creative use spaces. This will include a two phase tenant selection process as detailed below:

Initial applications will be evaluated by CMHC leasing staff; in order to be considered for 1st phase shortlisting, applicants must ensure their business plan/proposal meets all criteria & requests outlined in the EOI. The tenant selection committee will be then be formed, comprised of between not less than 3 non-CMHC staff jurors from the arts community with experience as jurors in a similar capacity, two of which will be selected from the on-island arts community. The tenant selection committee will then shortlist the top 3-5 candidates who will then be brought in for an interview and in-person presentation, and evaluated accordingly. Following scoring, the lead proponent will be engaged in the offer to lease negotiations with CMHC.

Q: What does CMHC consider when reviewing potential tenant applications?

A: CMHC continues to evaluate new and existing tenants based on the same leasing objectives as detailed in the Granville Island Leasing Guidelines. These include:

- Encouraging the development of those arts, crafts and cottage industries where the public may view and purchase products produced on the premises
- Seek out tenants who contribute to the animation of Granville Island
- Retaining a retail mix that focuses on unique, high quality and locally based offerings

Additionally, specific lease criteria of the space will be determined based on the lease category (retail, restaurant, office, and creative use), location and type of space being offered for lease. EOI Criteria often requires the applicant to respond to the following questions:

- How does your concept align with the Granville Island Mission & Vision Statement?
- Does your concept and use of space meet the Granville Island Leasing Objectives?
- What is the ownership structure (Sole Proprietor, Partnership, Not for Profit, Non-Profit, Incorporation)? Note: National Chains or Franchises will not be considered.
- How do you plan to utilize the space & how will that use benefit and/or showcase arts & culture or the arts community on Granville Island? (How many people will be utilizing the space? What will the hours of operation be? Who would be interacting in the space aside from the leaseholder?)
- How will you present the space (conceptual drawing of the studio/storefront, interior layout)?
- Do you have the ability to fund tenant improvements to achieve your desired use and presentation of the space?
- Do you have the ability to fund ongoing operational expenses of the space and business concept?

Q: How does CMHC determine rental rates for its leasable spaces? What are tenants charged under their lease?

A: Most of our spaces are leased on a Triple Net lease format, meaning tenants are responsible for base rent aka Minimum and Percentage Rent plus 3 items that make up Additional Rent: property tax, insurance costs & common area maintenance (CAM) which includes all recoverable costs available under the lease to be recovered from the tenant by the landlord.

Minimum Rent and Percentage Rent (base rent) are based on comparable spaces in the surrounding area according to the lease category, location, condition and intended use of the space, with the exception of our Creative Use spaces which are offered at below-market Minimum Rent and often include subsidized Additional Rent rates. Some tenants may pay utility bills, property tax, or other recoverable costs directly, and others pay these costs as recoverable expenses through CMHC.

Q: How does CMHC determine rental rates and rent increases for existing Creative Use tenants?

A: Providing below-market space for performing arts, production, theatre & artist and maker studio space is one of the ways CMHC fulfills its mandate to support arts & culture on Granville Island. Creative Use spaces are leased to tenants with Minimum Rent rates that are often significantly below current real estate market value, and often Additional Rent rates (recoverable costs such as property tax, insurance and repairs & maintenance) are often partially subsidized. Existing creative use tenants who are not paying Minimum Rent in the range of newly posted creative use spaces are often provided gradual rental rate increases, often as low as \$0.50 per square foot in their annual rent calculation. For an average 1,000SF studio, this equates to an increase of less than \$42.00 per month.

There are multiple programs, initiatives and practices that operate in addition to the creative use leased spaces on Granville Island which provide low or no-cost opportunities for individuals, groups and organization to engage with or become part of the Granville Island community. For more information please reach out to info@granvilleisland.com or visit our website at www.granvilleisland.com.

Q: How does CMHC decide if it will offer an existing tenant a new lease?

A: CMHC continues to evaluate new and existing tenants based on the same leasing objectives as detailed in the Granville Island Leasing Guidelines. These include:

- Encouraging the development of those arts, crafts and cottage industries where the public may view and purchase products produced on the premises
- Seek out tenants who contribute to the animation of Granville Island
- Retaining a retail mix that focuses on unique, high quality and locally based offerings

Upon expiry a lease terms with an existing tenant, CMHC evaluates that tenant based on the leasing guidelines and objectives, and will also assess if the tenant has been continuously meeting its responsibilities under their existing lease agreement.

CMHC values and encourages long-term relationships with its tenants and is tasked with providing between 90-120 new leases or lease renewal offers to tenants on an annual basis. Despite the fact that most leases on the island have terms of between 3-10 years, the average tenure for tenants on Granville Island as of 2019 is 21 years, which means the vast majority of tenants have been re-approved by CMHC on multiple occasions. On Railspur Alley and in the surrounding Railspur District, many of our creative use tenants have been in place for over 15 years.

Q: What changes have been made in recent years to address leasing concerns brought forward by some members of the Creative Use tenant community?

A: We have been listening to concerns of the artist & makers on the island regarding lease term and creative use tenant selection and have taken the following steps:

Existing artist & artisan tenants have been receiving longer and more flexible lease terms than in the last 5 years than were provided in recent history. There is an appetite by CMHC to create a more simplified creative use lease structure for small scale artists and artisans and with it a more transparent tenant mandate and evaluation process. CMHC is also open to offering longer lease terms for creative use spaces and exploring what criteria for longer lease terms may be. CMHC plans to discuss these potential changes with all stakeholders, including with both on and off-island arts communities, in 2020. A new EOI application process was recently finalized and used for the application of various creative use spaces which were posted in Summer 2019, and are currently in initial stages of shortlisting.

Q: If a tenant has concerns about their specific lease agreement or leasing policies or practices, who can they contact?

A: Any tenant with leasing questions or concerns is encouraged to connect our leasing staff by phone, email, or by scheduling an in-person meeting. Tenants can do so by calling the Granville Island Administration Office at 604.666.6655 or emailing leasing@granvilleisland.com.

