



## **REQUEST FOR PROPOSALS**

**RFP # 1070-2324-042**

**For**

**New Rental Housing Units Under the  
Building BC: Indigenous Housing Fund (IHF)**

**Within the Province of British Columbia**

**RFP Issue Date: November 30, 2023**  
**Submission Deadline: May 15, 2024 @ 2:00 p.m. PT**

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## **APPENDIX 9 – REQUIREMENTS AND DELIVERABLES**

(for improved visibility Appendix 9 is placed here)

### **Introduction**

BC Housing seeks to advance the Province’s commitments to true, lasting and meaningful reconciliation with Indigenous Peoples and the implementation of the Declaration on the Rights of Indigenous Peoples Act (Declaration Act) and the Truth and Reconciliation Calls to Action. We acknowledge the over-representation of Indigenous Peoples in the homeless population and are dedicated to addressing this issue. Our goal is to ensure equitable, people-centered, and accessible housing and services for all, while dismantling systemic and institutionalized racism within our organization. Together with Indigenous partners and communities, we strive to meet critical housing needs and nurture a safe and supportive housing environment for everyone.

### **Our Path**

- BC Housing’s work is aligned with the spirit, intent and implementation of the Province’s Declaration on the Right of Indigenous Peoples Act, including commitments in the Action Plan to work with Indigenous Peoples to build more on- and Off-Reserve housing.
- BC Housing’s Reconciliation Strategy aims to address the ongoing impacts of colonialism on Indigenous Peoples. Building meaningful relationships will be at the heart of our efforts, nurturing Indigenous cultures, diversity, protocols, needs, and experiences as we move forward together. Reconciliation is a collective effort, and by joining forces, we can forge a path ahead together.
- BC Housing is committed to a distinctions-based approach. This requires that BC Housing’s dealings with First Nations, Métis and Inuit Peoples be conducted in a manner that acknowledges the specific rights, interests, priorities and concerns of each, while respecting and acknowledging these distinct Peoples with unique cultures, histories, rights, laws, and government.

### **Our Actions**

- We're actively engaged in ongoing reconciliation efforts, maintaining dialogue with partners and Indigenous communities through Moving Forward Together (MFT) and other conversations. But we can't do it alone. We invite rightsholders, Indigenous partners, community members, and stakeholders to join us. Share your expertise and experiences to help shape strategies and plans that promote reconciliation.

More information about BC Housing Reconciliation strategy can be found at:  
<https://www.bchousing.org/indigenous/reconciliation-strategy>

### **1. Purpose**

This Request for Proposals (“RFP”) is an invitation by BC Housing Management Commission (“BC Housing”) to Indigenous non-profit housing providers, First Nations, Indigenous government and other non-profit societies interested in creating new affordable rental housing units for Indigenous persons within the province of British Columbia that qualify under the Building BC: Indigenous Housing Fund (IHF) program (**IHF Program**).

To be eligible to submit a proposal, a Proponent organization must provide housing units for Indigenous populations in British Columbia identified in this RFP AND meet one of the following criteria:

- A) Proponent is an existing Indigenous non-profit housing provider; or
- B) Proponent is a First Nation; or
- C) Proponent is an Indigenous Government; or
- D) Proponent is a Non-Indigenous non-profit housing provider partnering with an Indigenous organization such as an Indigenous non-profit housing provider, First Nation or Indigenous Government. **NOTE 1:** Partners are required to appoint a lead Proponent who will submit a proposal in response to this RFP and who will be entering into agreements with BC Housing; or
- E) Proponent is a private organization partnering with an Indigenous partner such as an Indigenous non-profit housing provider, First Nation or Indigenous Government and submitting a proposal **on behalf** of the Indigenous partner. **NOTE 2:** Private partner should interpret references to the “Proponent” throughout the RFP as their Indigenous partner who will be entering into agreements with BC Housing.

**NOTE 3:** Recipient of the capital and operating funds and final mortgage holder for the housing project **must not be** a for-profit organization. BC Housing will work with successful Proponents to meet all requirements to achieve a mortgageable interest for both off-reserve and on-reserve land within the First Nations land regimes.

Indigenous housing providers are defined as an organization with the majority of its directors self-identifying as being of Indigenous descent, which has a primary purpose of providing affordable housing to Indigenous people.

Proposed projects can be located either on- or off-reserve.

## 2. Mandatory Requirements

Proponents responding to this RFP must meet **all** Mandatory Requirements as set out below in Sections 2.1-2.8 to proceed to the next stage of evaluation. Proponents whose submissions do not meet all Mandatory Requirements will not proceed to the next stage of evaluation.

	Mandatory Requirement	Description	Additional information
2.1	Eligible Proponent and Acknowledgement of Partnership (or Partnership Agreement)	Proponent must be: A) an existing Indigenous non-profit housing provider; or B) a First Nation; or C) an Indigenous Government; or D) a Non-Indigenous non-profit housing provider partnering with an Indigenous organization such as an Indigenous non-profit housing provider, First Nation or Indigenous Government. <b>NOTE 1:</b> Partners are required to appoint a lead Proponent who will	BC Housing will evaluate acceptable partnerships based on the Acknowledgement of Partnership / Partnership agreements outlining the roles of partners.

		<p>submit a proposal in response to this RFP and who will be entering into agreements with BC Housing; or</p> <p>E) Proponent is a private organization partnering with Indigenous partner such as an Indigenous non-profit housing provider, First Nation or Indigenous Government and submitting a proposal <b><i>on behalf</i></b> of the Indigenous partner.</p> <p><b>NOTE 2:</b> Private partner should interpret references to the “Proponent” throughout the RFP as their Indigenous partner who will be entering into agreements with BC Housing.</p> <p><b>NOTE 3:</b> Recipient of the capital and operating funds and final mortgage holder for the housing project <b><i>must not be</i></b> a for-profit organization. BC Housing will work with successful Proponents to meet all requirements to achieve a mortgageable interest for both off-reserve and on-reserve land within the First Nations land regimes.</p>	
2.2	Mortgageable Interest	<p>For projects Off-Reserve: Proponent must have a mortgageable interest in the land. Leased land must be for 60-year minimum. Exception allowable when:</p> <p>(1) purchase and sale agreement has been entered into; or</p> <p>(2) submission includes an offer/letter of intent to enter a lease; or</p> <p>(3) council resolution confirming a lease; or</p> <p>(4) a letter of intent to purchase; or</p> <p>(5) in the event that another entity currently owns the property, provide evidence how the land will be transferred to the non-profit housing provider. Evidence may include a letter of intent or a form of agreement.</p>	<p>Any restrictions for the proposed site (land use, lease terms, municipal housing agreements, approvals required for the use of the municipal-owned land, etc.) must not conflict with the terms of the approved template lease forms, sample Operating Agreement, the IHF Program, CMHC mortgage insurance requirements or require a higher level of subsidy to meet 3<sup>rd</sup>-party requirements.</p>

		<p>For projects On-Reserve: Proposals for projects for which the applicant does not yet have a leasehold or freehold interest will be considered. Applicants will need to provide a resolution from the governing body of the First Nation that:</p> <p>(1) confirms their support for the project; and</p> <p>(2) commits the First Nation to working towards the issuance of a leasehold tenure that meets BC Housing’s requirements as the project advances.</p>	<p>Disclose restriction terms. Disclose plans for subdivision.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>• Premise lease and subleases and partial ownerships are not accepted under the CMHC loan insurance.</li> <li>• The mortgage amortization term is 35-years.</li> <li>• The lease terms - minimum 60-years.</li> </ul>
2.3	Mortgageable Interest Restriction	<p>Proponent must demonstrate that it has legal interest in the property which must not be unduly restricted by any legal notation, charge, lien, condition or reverter.</p> <p>For projects Off-Reserve: Proponent must submit the title search and confirm clean title or describe how and when title will be cleared.</p> <p>For projects On-Reserve: Proponent must submit a legal description and plan/survey of the proposed lot(s).</p>	<p>Disclose any legal notation, charge, lien, condition, or reverter on title or in process.</p>
2.4	Building ownership	<p>The ultimate goal is 100% owned by the non-profit society.</p> <p>For projects Off-Reserve Provide ownership confirmation with either of the following:</p> <p>(1) a title search confirming existing ownership; or</p> <p>(2) purchase and sale agreement has been entered into; or</p> <p>(3) submission includes an offer/letter of intent to enter a lease; or</p> <p>(4) council resolution confirming a lease; or</p> <p>(5) a letter of intent to purchase; or</p> <p>(6) in the event that another entity currently owns the property, provide</p>	<p>If strata, or airspace, or any other form of building ownership, disclose details. BC Housing will evaluate proponent’s ability to act independently to fulfill Sample Operating Agreement. Premise leases and subleases, and partial ownerships are not accepted under the CMHC loan insurance.</p>



		<p>evidence how the land will be transferred to the non-profit housing provider. Evidence may include a letter of intent or a form of agreement.</p> <p>For projects On-Reserve: Providing a band council resolution confirming land availability and commitment by Indigenous Non-Profit housing provider, First Nation or Indigenous Government to working towards the issuance of a leasehold tenure that meets BC Housing’s requirements as the project advances.</p>	
2.5	Cross-subsidy	No layering or cross-subsidy from other BCH programs permitted.	Projects may only receive funding from one BC Housing program. Financial independence must be demonstrated with titles & capital budgets for all projects on the site. Disclose operating and capital budgets for BC Housing subsidized operations or capital projects on the site, whether shared or independently managed.
2.6	Unit Designation	All components of the project being applied for under the IHF program must reflect the correct rents & income eligibility.	See <b>Unit Designation Section 3.a</b> below.
2.7	Target Population	Must be consistent with the households identified in the IHF program (please see <b>Target Population Section 3.d</b> below).	<p>Residents live independently without on-site supports.</p> <p>Note: Funding available for light residential support services (i.e., Tenant Support Worker).</p>
2.8	Non-profit Proponent in Good Standing	Non-profit Proponent must be in good standing with the applicable corporate registrar.	Submit a proof/confirmation of good standing with

		This Mandatory Requirement applies only to a non-profit Proponent. If First Nation or Indigenous government plan to establish a new non-profit housing society, they must commit that the newly formed non-profit will maintain good standing.	applicable corporate registrar. Confirm such commitment in section 2.8 of Appendix 14 Response Template Part A.
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### 3. Building BC: Indigenous Housing Fund Program

The IHF Program facilitates the development of affordable rental housing projects across the province of BC as outlined more specifically below.

#### a. Unit Designation and Rent Structure

Proposals must reflect the following unit designation, income eligibility and rent structure:

- .1 All units are Rent Geared to Income (RGI) per Rent Scale<sup>1</sup>, all households must have incomes below Housing Income Limits.
- .2 Resident Selection: Housing Provider selects eligible residents from the Housing Registry. Exceptions may be considered for First Nation partners and on reserve projects.

Rent Category	Program Requirement	Rent Amount	Resident Selection	Tenant Income Eligibility	Proof of Eligibility
Rent Geared to Income (RGI)	100% of Units	Varies based on Rent Scale	BC Housing's Housing Registry. Exceptions may be made for First Nation partners.	Residents with an income below the applicable Housing Income Limits (HILs) will be selected from The Housing Registry.	Proof of Income and Assets  Annual

Units developed under the Indigenous Housing Fund (IHF) are 100% Rent-Geared-to-Income (RGI). RGI rents vary based on actual tenant incomes, and therefore can only be estimated at the proforma stage. These are the recommended RGI estimates to use for the proforma and the rents are based on Income Assistance Shelter Allowance for household sizes:

2023	1 Bdrm or Less	2 Bdrm	3 Bdrm	4+ Bdrm
<b>Income Assistance Shelter Allowance (BC Wide)</b>	\$500	\$695	\$790	\$840

For projects On Reserve, fixed rents may be considered for projects. If fixed rents are implemented, they must ensure an equitable approach across projects, ensure efficient use of limited subsidy funds, and support long-term sustainability of the housing stock. These figures use 40% of HILs, as determined by BC Housing from time to time.

<sup>1</sup> Refer to sample operating agreement for rent scale details and Rent Calculation Guide ([Appendix 11](#)) for details on RGI rent calculation.

If a fixed rent model is the selected approach, BC Housing will further review with the selected Proponent to determine the acceptable fix rent levels. For the purpose at the proforma stage, the proforma rents can be based on Income Assistance Shelter Allowance for household sizes in the above table.

Proponents must be confident that the rent estimates applied are achievable for their project (e.g. community, location, etc.) and may use lower estimates if required, with accompanying rationale.

Refer to sample operating agreement for rent scale details and Rent Calculation Guide (please see [Appendix 11 \[Information Links\]](#)) for details on RGI rent calculation.

BC Housing may consider projects combined onto a site with other mixed uses or existing housing if the IHF Program project is a separate and independently operating rental housing development (e.g., separate legal parcels, separate financial operations). All components must be independently feasible and financially viable. Details of any other project component or use on the site must be fully disclosed within the submission, including capital and operating budgets.

#### **b. Ownership**

Proponents must demonstrate that they have a mortgageable ownership interest in the proposed site, either in the form of freehold title or a long-term lease. Developments will remain wholly owned by the non-profit provider.

**Projects On-Reserve:** Proponents will be required to confirm land availability and commitment to working towards the issuance of a leasehold tenure that meets BC Housing's requirements as the project advances, or other form of mortgageable interest. Proponents are asked to seek support from Council/First Nation government to complete the applicable processes to create a lease for the mortgageable interest. Processes may involve any Council approval, band council resolutions, coordination of membership meetings for voting and/or fulfilling any land designation processes with Indigenous Services Canada, if required.

BC Housing provides Canada Mortgage and Housing Corporation (CMHC) insured take-out financing and therefore any title charges must be compliant with CMHC lending policy. CMHC does not accept partial ownership, premise lease or sublease as acceptable forms of tenure for financing.

#### **c. Operating Housing Development**

Once operating, the Housing Provider will be wholly responsible for all aspects of owning and operating the development in accordance with the Operating Agreement, including:

- Programs and services offered (if any).
- Collection of rents.
- Resident selection and placement processed for new residents including having appropriate tenancy documents and agreements, applications for subsidy, annual rent review documents (where applicable).
- Building maintenance and upkeep – internal and external.
- Resident and neighborhood relations, including community partnerships and engagement.
- Capital planning and working with BC Housing's Operations Branch and Asset Strategies Branch on such plans.
- Preparing annual operating budgets.

- Providing annual financial statements to BC Housing.
- Developing financial management and governance policies.
- Developing a Business Continuity Plan.
- Data collection and management.
- Maintaining Society to be in good standing with the *Society Act* of BC.
- Mortgage administration and mortgage term renewals to be coordinated through BC Housing, if applicable.

This program does not include housing with support services or residential care components.

#### **d. Target Population**

The target populations are Indigenous households, including families, elders, and individuals, as well as Indigenous persons with disabilities capable of living independently without on-site supports.

Notwithstanding the identified target populations, Housing Providers/Proponents are able to identify and meet specific community needs, within the IHF Program parameters, including partnerships with other providers. This may include serving Indigenous individuals in the following groups who can live independently without on-site support services, including:

- Women and women with children who have experienced or are at risk of violence.
- Youth, including those transitioning out of care.
- Individuals leaving transitional or supportive housing that can live independently without supports.
- Equity and/or Rights-seeking community members.
- Other groups consistent with the IHF Program, as identified by the Proponent.

**Note:** Housing providers will be responsible for establishing and documenting transparent, lawful, non-discriminatory resident selection policies. These policies must comply with program parameters and enable diverse and inclusive housing communities. Housing providers may target specific populations within their mandate with consideration of, and compliance with, applicable anti-discrimination legislation, the Canadian Charter of Rights and Freedoms, and the program parameters.

#### **e. Funding**

Within the IHF program framework BC Housing can provide:

- 1. Capital Grant per unit** (secured by 35-year forgivable mortgage) set out 2024-2025 is \$382,721 for all unit types.
- 2. Interim Construction/Takeout Financing:** up to 100% of construction cost of the residential/housing component, subject to BC Housing lending criteria.
- 3. Operating Subsidy:** Operating subsidy is available for eligible residential/housing component, where required. Eligible operating subsidy will be provided to cover the difference between approved expenses and the rent revenue collected, as per the Operating Agreement.

## **f. Proponent Contributions**

Proponents are encouraged to discuss the National Housing Co-investment Fund (NHCF) and their proposal with CMHC Specialists to learn more about potential additional funding source options and social outcome (accessibility, affordability and energy efficiency) targets.

Proponents may benefit from learning about financing under NHCF with CMHC as the lead lender (see [Appendix 11 \[Information Links\]](#)). If you do not have a local contact, please email: [bcinhs@cmhc-schl.gc.ca](mailto:bcinhs@cmhc-schl.gc.ca).

Proponents are encouraged to demonstrate additional funding to support development of the proposed project and are encouraged to contribute as much equity as possible to increase the viability of undertaking their development. Contributions in the form of land (freehold or long-term leasehold interest, strata or air space parcel), or other equity (cash, other assets), that would increase the viability of undertaking their development. Identify any co-investment. All contributions must be firmly committed and evidenced in the Proponent's submission.

## **4. Funding Allocation**

BC Housing will allocate funding based on the following goals and limitations:

- a. Regional housing needs,
- b. Regional parity; and
- c. Limitation of available funding.

## **5. Type of Mortgageable Interest**

Either a freehold or leasehold interest is acceptable.

For projects on reserve, Proponents are asked to provide the type of the financing security the First Nation Proponent is proposing to use (i.e., leasehold mortgage security, Ministerial Land Guarantee (MLG) or other forms of takeout mortgage security.)

For clarity, the mortgageable interest required under the IHF program generally means:

1. the ability for BC Housing's funding to be secured by a forgivable loan (for the grant component) and a repayable interim construction loan during construction (for the balance of capital required).
2. Once construction completes, the repayable interim construction loan with BC Housing will be assigned to an approved outside takeout lender or CMHC.
3. The mortgage costs form part of the operating budget. Eligible operating subsidy will be provided to cover the difference between approved expenses and the rent revenue collected as per the Operating Agreement.

## **6. Project Requirements**

Projects proposed in response to this RFP are expected to fulfill or surpass the project requirements as set out below in Sections 6.1 to 6.4.

### **6.1 Property Tenure**

Freehold or leasehold interest in place. Lease registration may be in process.

For projects on reserve or treaty lands:

Proponents are encouraged to provide an explanation of the First Nation or Indigenous Government's process for issuing a lease and mortgage. Proponents are also encouraged to provide an update of any completed or ongoing property tenure processes to advance the project development.

Land regimes under:

1. Treaty Governments: Obtain necessary government approvals for project lease and mortgage financing.
2. Land Code: Confirm ability under the First Nation's land code for a long-term lease (minimum 60 years) and mortgageable ownership interest (amortization 35 years). Through a Band Council Resolution ("BCR") confirm site support, ability to meet lease and mortgage terms, and the finalization and registration of the lease and mortgageable interest no later than 6 months before project completion.
3. Indian Act: Through Band Council Resolution (BCR), confirm site support, commitment to complete land designation processes with Indigenous Services Canada (ISC) to secure a leasehold tenure for a mortgageable interest, and upon a successful land designation process, finalization, and registration of the lease and mortgageable interest no later than 6 months before project completion.

For projects that receive allocations, providing a BCR stipulating the First Nation or Indigenous Government's responsibility for future reversal decisions by Council/Government that change the approved concepts to date, to continue with the project allocation, all related expenses incurred to date for the approved concept will be reimbursed to BC Housing.

## **6.2 Zoning and Subdivision**

Current zoning is appropriate, or the jurisdiction requirements have been or could be satisfied to commence construction within 18-24 months of award date. Subdivision (if any) status should be confirmed.

## **6.3 Project Profile**

Project concept and design shall meet BC Housing Design Guidelines and Construction Standards including Technical Bulletins as closely as possible or exceed them. Proponents and their architectural, consultant and construction team are to refer to [Appendix 11 \[Information Links\]](#) for the BC Housing Design Guidelines and Construction Standards including Technical Bulletins outlining the design and building requirements.

Proposals are to include information on:

### **.1 Design and Unit Size:**

- a) Provide a detailed description of the type of development, number of units, mix of suite types, number of stories, office/meeting rooms, parking, and green spaces. Note that projects with multi-unit buildings will be scored higher.
- b) Unit size and design shall address the needs of the target population identified in this RFP to live in the moderate housing that is efficiently designed to meet IHF program requirements.
- c) Justify why the proposed project is suitable for the identified target population/households.
- d) Include site layout, building schematics, drawings or floor plans.

## **.2 Non-Residential Space, Amenities and Services:**

- a) Limit non-residential space to not more than 30% of the total gross floor area and the total lending value of the project.
- b) Unless associated with IHF program, components, such as programming, amenity, or ancillary spaces, and parking will not be funded by IHF program or other BC Housing programs. IHF and non-IHF components must be clearly identified in designs, capital, and operating budgets.
- c) Justify the inclusion of these amenities and services, if any, and if funded separately (e.g., day-care, resident programs, retail) in the project concept. Third party funders for the non-housing component(s) must be clearly identified in the capital and operating budgets. Third party/partnership funding will need to be confirmed or a timeline of approvals provided in the schedule to align with requesting Provisional Project Approval.
- d) Identify and clearly explain any partnering arrangements or relationships. Provide a rationale as to how and why these partners were chosen and how the Proponent intends to manage these partnerships going forward.

## **.3 Project Site and Efficient Construction Methodology:**

- a) Propose serviced sites and projects for which applicable due diligence reports have been completed. Note that projects situated on the serviced sites and projects for which due diligence reports were completed will be scored higher.
- b) Identify if sites are On-Reserve and land regime the First Nation is under (Treaty lands, Land Code or *Indian Act*).
- c) Suggest an efficient construction methodology that aligns with the funding allowances and project goals.

## **.4 Minimum Accessibility Requirements:**

- a) Ensure that at least **5%** of the total units are accessible, as defined by BC Housing Design Guidelines and Construction Standards.

## **.5 Tenant Relocation Plan (If Applicable):**

- a) If the project involves the redevelopment of a site currently occupied by tenants, include a Tenant Relocation Plan that addresses the existing tenants' rights and ensures a smooth relocation process.
- b) Proponents will be required to demonstrate how they plan to address any unique needs of members from equity seeking and protected groups (e.g., women, people with disabilities, Indigenous peoples, racialized peoples, members of the LGBTQIA2S+ communities, religious and/or linguistic minorities, and neurodivergent persons).
- c) Proponents will be required to identify funding sources to address relocation costs.
- d) Identify funding sources to cover relocation costs, as BC Housing will not provide separate funding for this purpose.

## **6.4 Sustainability and Resilience**

Proposed projects are anticipated to demonstrate compliance to sustainability and resilience requirements outlined below:

	<b>Requirement</b>	<b>Description</b>
6.4.1	Energy Modelling Report with Thermal Comfort Analysis, Sensitivity Analysis	Energy Modelling report with Thermal Comfort Analysis and Sensitivity Analysis with 2050 weather file as per Technical Bulletin No. 3 must be completed for each project.
6.4.2	Electrification	Ideally, building should be designed as fully electrified with a low or zero carbon electrical source, such as hydroelectric power.  BC Housing will grant exception if proponent demonstrates how electrification jeopardizes delivery of the project. No carbon and low carbon electrical source preferred.
6.4.3	Building Energy Performance	Ideally, buildings should meet Energy Step Code Level and Greenhouse Gas Intensity target as outlined in the BC Housing Design Guidelines and Construction Standards and its Technical Bulletins.
6.4.4	Thermal Safety	Ideally, buildings should not exceed 20 overheating hour limit by through active and/or passive cooling strategies, as per BC Housing Design Guidelines and Construction Standards and its Technical Bulletins to date. Building utilizing passive cooling strategies will receive higher score.
6.4.5	Additional Sustainability & Resilience Measures	Projects will receive higher score for demonstrating additional sustainability & resilience measures designed for proposed projects, including: - Third-party sustainability standards (e.g. Passive House, Zero Carbon, Zero Energy, LEED) - Resilience measures for other climate hazards (e.g. air quality as per Tech Bulletin No. 3 to provide MERV 13) - Sustainability features (e.g. Green roofs, etc.)

## **7. Proponent & Project Team Capabilities: Development & Construction Stage**

Housing Providers/Proponents should have adequate capacity and understanding of how to successfully perform the duties of a construction project owner.

The successful Proponents will submit their Constating Documents to BC Housing for compliance review and if not compliant will be required to revise them.

Proposed projects are required to be managed, designed and constructed by qualified, experienced and dedicated project owners and teams such as Development Consultant, Architect and Construction Contractor who have adequate knowledge, experience and capacity to successfully carry out the assigned deliverables.

The Proponent will designate a Development Consultant, who may be an in-house resource or a third-party consultant, with the authority to make project management decisions and report project progress to the Proponent’s Board, Council, and band Councils throughout all project phases, from pre-design to post-construction. **In the case of a third-party consultant, the Proponent will execute BC Housing’s Development Consultant form of agreement attached in Appendix 3.**



The Architect assigned to the proposed project must have valid AIBC membership and be in good standing with AIBC throughout the entire project implementation. The Construction Contractor must hold a valid Builder's License as required by BC Housing Licensing & Consumer Services. The Proponent will require their architect and construction contractor team working on BC Housing funded projects to enter into forms of contacts acceptable for BC Housing which will be supplemented with BC Housing's current Supplementary General Conditions ("SGC"). Refer to [Appendix 11 \[Information Links\]](#) for the Supplementary General Conditions.

If Project Team is not assigned, Proponent shall have a well thought procurement strategy in place to engage professionals to design and construct the proposed development.

## **8. Housing Providers/Proponents**

BC Housing has established the following requirements for Housing Providers / Proponents:

### **8.1 Proponent/ Housing Provider Capacity: Operations**

Leading up to building handover and upon construction completion, Housing Providers/Proponents should have adequate capacity and understanding of how to successfully operate the housing in compliance with Operating Agreement requirements.

Proponents are encouraged to allocate dedicated resources, including planning activities, time, and staff, for advanced training and a successful building handover, enabling smooth operations upon construction completion. Refer to resource Guide to Building Handover in [Appendix 11 \[Information Links\]](#).

### **8.2 Housing Provider's Demonstrated Partnerships/Collaboration within Communities**

Housing Providers are expected to be skilled at building and maintaining strong relationships with local neighbourhoods, community-based services providers, local municipal and Indigenous communities and governments.

If a Housing Provider is a newly formed non-profit, it should have a solid plan for establishing and maintaining collaborations with the mentioned entities.

Where resident demographics is anticipated to be overrepresented by specific equity-seeking group (such as LGBTQAI2S+, People with Disabilities, or racialized individuals), demonstration of working relationships with service providers who offer specialized services as relevant to the needs of the equity-seeking group being housed is recommended.

### **8.3 Resident Selection**

The Housing Provider will be responsible for final resident selection.

The Housing Provider/Proponent's philosophy should reflect their approach towards housing, their identified target population(s), and align with initiatives or operations proposed in Proponent's response to this RFP.

Residents for RGI units will primarily be selected from BC Housing's Housing Registry. Exceptions may apply to on reserve projects. The Housing Provider/Proponent will obtain a declaration of income and assets and supporting documentation as evidence of the income of each resident at the time of the initial occupancy for all Residents, and annually thereafter for RGI Residents. Refer to Sample Operating

Agreement [Appendix 8](#) for further details).

Projects proposed and owned by Indigenous groups, whether on or off reserve land, can prioritise residents from their membership if Proponent has or intends to have well established, transparent, lawful and non-discriminatory resident selection policies. These policies must comply with program parameters and enable diverse and inclusive housing communities. Housing providers may target specific populations within their mandate with consideration of, and compliance with, applicable anti-discrimination legislation, the Canadian Charter of Rights and Freedoms, and the program parameters. This must be done in a manner that ensures the required rent and income mix is maintained and revenue is collected as approved in the operating budget, as described in the Sample Operating Agreement ([Appendix 8](#)).

#### **8.4 Staffing Requirements**

For all staff working with the residents, whether part-time or full-time, paid, or voluntary, the Proponent will have written policies on eligibility, selection, remuneration, training, safety and security. The safety and security policies and procedures must be in accordance with current Occupational Health and Safety Regulations contained within the Workers Compensation Act of BC. The Proponent shall ensure that all staff possesses the appropriate skills, training, and qualifications for the tasks that they perform.

#### **9. Equity, Diversity, Inclusion and Belonging (EDIB)**

BC Housing is committed to embedding principles of Equity, Diversity, Inclusion and Belonging (EDIB) into its policy, processes, programs, and services. This informs BC Housing evaluation of proponents applying for funding. In recognition of the diversity within Indigenous communities and acknowledgement of the intersectional identities of two spirit, disabled and biracial Indigenous peoples, BC Housing expects that proponents consider the unique barriers and needs experienced by such individuals. Refer to [Appendix 13 – Employment for Equity Seeking Groups](#) to find out specific groups defined as individuals for employment.

#### **10. Forms of Agreements and Security**

The successful Proponent must enter into a sixty (60) year Operating Agreement with BC Housing for the management of all residential units within the development. A sample Operating Agreement is attached at [Appendix 8](#) for reference but will vary depending on project details, at BC Housing's sole discretion.

BC Housing's standard mortgage package for a repayable mortgage of thirty-five (35) years to secure the interim construction loan, and a forgivable mortgage to secure the capital grant for thirty-five (35) years, will be required. The IHF provides access to construction financing, takeout financing (provided that the loan is secured by a repayable mortgage/charge registered against the leasehold interest) and grant (s) secured by a forgivable mortgage. Proponents must demonstrate how first-priority repayable mortgage registration will be achieved for interim construction financing and take-out financing.

If BC Housing is to arrange take-out financing secured by a leasehold mortgage, the Proponent would enter into a form of lease approved by BC Housing and its solicitors based on a standard form of ground lease pre-approved by CMHC.

A Section 219 Restrictive Use Covenant and Option to Purchase will be registered against the title. The Restrictive Use Covenant links to an Operating Agreement that must be signed concurrently with mortgage registration. On reserve projects, if such an affordable use restriction is not permitted,

affordable use terms and permission to work together to find a replacement operator to continue the affordable housing will be included in the lease terms.

Successful proponents must agree in principle to the terms of the Operating Agreement prior requesting provisional project approval and signed prior to mortgage registration.

BC Housing, at its discretion, will review other possible sources or models of funding or financing a Proponent may propose, to determine eligibility under this RFP.

**Note:** For On-Reserve projects, the sample Operating Agreement will be further modified to reflect the details of these projects.

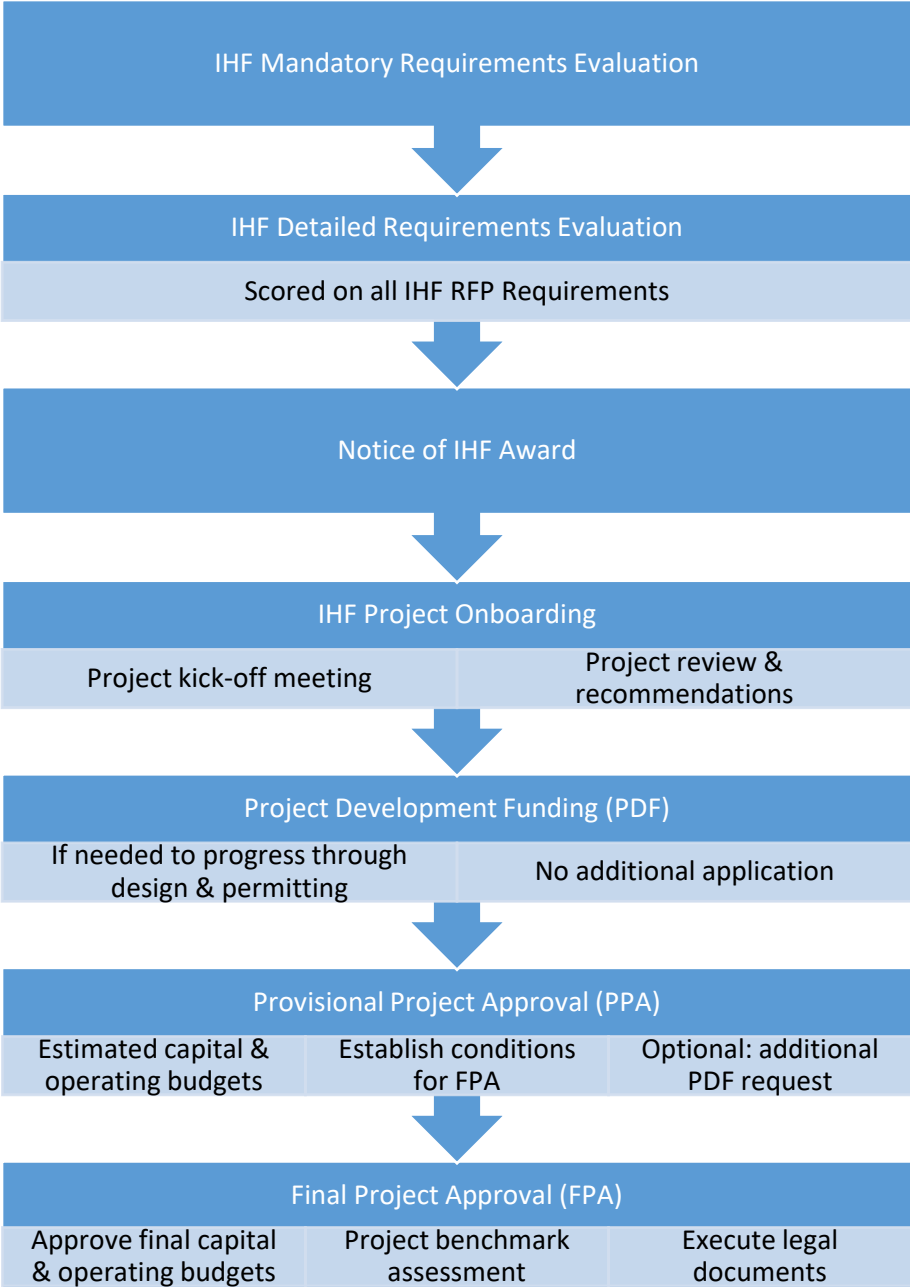
### **11. Request for Project Development Funding (PDF)**

Proposals selected for IHF Program can request Project Development Funding (PDF) under a separate process, in accordance with the PDF policy, to advance their concept and design.

### **12. Proposal Review and Project Approval Process**

The following diagram illustrates the stages of review and approval leading to final award.

## IHF Submissions Review & Approval Process



**Provisional Project Approval (PPA)** – A BC Housing Development Manager will work with the Proponent to assess and refine aspects of their proposal, including finalizing the construction and takeout financing requests. Please note that the Development Manager may request adjustments (which may include changes in unit mix) to align the proposal with BC Housing’s requirements. Conditional approval is granted only after the approval of BC Housing’s Executive, BC Housing’s Board of Commissioners or the Provincial Treasury Board.

**Final Project Approval (FPA)** – Following PPA, BC Housing reviews and approves capital and operating budgets. The capital budget must be within 10% of the approved of PPA budget. All local government approvals are finalized, and the Proponent will execute documents to secure funding.

The RFP process is not a guarantee of receiving BC Housing funding. Funding is conditional upon approval processes, described above, in alignment with BC Housing policies. Depending on the size of the project, some projects will also require approvals from BC Housing’s Board of Commissioners, Provincial Treasury Board staff and/or the Provincial Treasury Board. BC Housing reserves the right to decline projects from proceeding due to program deviations, post-award.

## REQUEST FOR PROPOSALS

### 1. INTRODUCTION

#### 1.1 Purpose of this RFP

This Request for Proposals (“RFP”) is an invitation by BC Housing Management Commission (“BC Housing”) to Indigenous non-profit housing providers, First Nations, Indigenous Government, and other non-profit societies interested in creating new affordable rental housing units for Indigenous persons within the province of British Columbia that qualify under the Building BC: Indigenous Housing Fund (IHF) program (**IHF Program**).

Non-Indigenous non-profit housing providers are eligible to respond to this RFP under the condition that they partner with Indigenous non-profit housing providers, First Nations, or Indigenous government.

Private partners are permitted to apply on behalf of Indigenous non-profit housing providers, First Nations, Indigenous government as well. In such case, the private partners should interpret references to the “Proponent” as their Indigenous non-profit partner.

In either partnership structure mentioned above, responses should be written on behalf of the selected non-profit housing provider, First Nation, or Indigenous government.

Indigenous housing providers are defined as an organization with the majority of its directors self-identifying as being of Indigenous descent, which has a primary purpose of providing affordable housing to Indigenous people.

Proposed projects can be located either on or off reserve.

#### 1.2 Key Elements of the Deliverables

Proponents/Housing Providers are expected to deliver the services as set out in [Appendix 9 \[Requirements and Deliverables\]](#) and [Appendix 8 \[Draft Contract\]](#).

Any description or overview of the Deliverables and the draft Contract in this RFP is provided for convenience only and does not replace, supersede, supplement or alter the Contract. If there are any inconsistencies between the terms of the Contract and the description or overview of those terms set out in this RFP, the terms of the Contract will prevail. Proponents should carefully review the draft Contract including its attachments for the full scope of the Deliverables. A draft version of the Contract is attached as [Appendix 8 \[Draft Contract\]](#).

#### 1.3 About BC Housing and the Provincial Rental Housing Corporation

BC Housing was established as an agency of the Province of British Columbia in 1967 to administer the Province’s social housing programs. BC Housing is accountable to the provincial ministry responsible for housing and provides funding for the development of housing for individuals, families, seniors and disabled persons in need of affordable housing and support.

BC Housing works closely with the Provincial Rental Housing Corporation, which is the land holding corporation for provincially owned social housing that buys, holds and disposes of properties, and leases residential properties to non-profit societies and co-operatives.

When BC Housing enters into an agreement on its own behalf it is also acting as agent for the Provincial Rental Housing Corporation. All agreements entered into by BC Housing are for the benefit of both BC Housing and the Provincial Rental Housing Corporation and may be enforced in the name of BC Housing, the Provincial Rental Housing Corporation or both.

#### **1.4 Eligibility to Participate in this RFP**

To be eligible to submit a proposal, a Proponent organization must provide housing units for Indigenous populations in British Columbia identified in this RFP AND meet one of the following criteria:

- A) Proponent is an existing Indigenous non-profit housing provider; or
- B) Proponent is a First Nation; or
- C) Proponent is an Indigenous Government; or
- D) Proponent is a Non-Indigenous non-profit housing provider partnering with an Indigenous organization such as an Indigenous non-profit housing provider, First Nation or Indigenous Government. **NOTE 1:** Partners are required to appoint a lead Proponent who will submit a proposal in response to this RFP and who will be entering into agreements with BC Housing; or
- E) Proponent is a private organization partnering with an Indigenous partner such as an Indigenous non-profit housing provider, First Nation or Indigenous Government and submitting a proposal ***on behalf*** of the Indigenous partner. **NOTE 2:** Private partner should interpret references to the “Proponent” throughout the RFP as their Indigenous partner who will be entering into agreements with BC Housing.

#### **1.5 Sustainability**

BC Housing is committed to sustainable procurement whereby both environmental considerations and socially responsible practices are incorporated into our policies and procedures and impact the products and services we procure.

#### **1.6 RFP Documents and Information**

If this RFP has been posted on BC Bid, then all further information related to the RFP will also be posted on BC Bid. In such case, Proponents are solely responsible for ensuring they check BC Bid frequently for updates, including any Addenda, and to ensure the information used by the Proponents to prepare their Proposals is the most current information. If this RFP has been provided directly to a Proponent and is not posted on BC Bid, then BC Housing will provide any updates, including any Addenda, directly to the Proponents in the same manner as this RFP was provided.

#### **1.7 Reference Information**

Any:

- (a) responses to Enquiries issued by the Contact Person under Section 2.5; and

- (b) additional information made available to Proponents prior to the Submission Time by BC Housing or any BC Housing representative (such as, for illustration purposes only, site information, geotechnical reports, etc.), which is not expressly included in the draft Contract,

(collectively, “**Reference Information**”) is provided for information only. Reference Information is made available only for the reference and assistance of Proponents who must make their own judgment about its reliability, accuracy, completeness and relevance to the Contract, and nothing will be interpreted as meaning that BC Housing or any BC Housing representative gives any guarantee or representation that the Reference Information is reliable, accurate, complete or relevant. Any reliance by a Proponent on the Reference Information is at the Proponent’s sole risk.

## **1.8 Current Provider of the Deliverables (NOT USED)**

## **1.9 Definitions**

Any capitalized terms used but not defined in this RFP will have the meaning set out in the draft Contract. Furthermore, in this RFP:

“**Addenda**” or “**Addendum**” means an addendum to this RFP issued by the Contact Person as described in Section 2.6;

“**BC Bid**” means British Columbia’s procurement website located at <https://www.bcbid.gov.bc.ca>;

“**Business Day**” means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, namely: New Year's Day; Family Day, Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which BC Housing has elected to be closed for business;

“**Claim**” has the meaning set out in Section 6.12(a);

“**Conflict of Interest**” means any situation or circumstance where, in relation to the RFP, a Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including:

- (a) having access to information in the preparation of the Proponent’s Proposal that is confidential to BC Housing and not available to the other Proponents; or
- (b) the Proponent, through its other commitments, relationships, financial interests or otherwise, could, or could be seen, to:
  - (1) exercise an improper influence over the objective, unbiased and impartial exercise of BC Housing’s independent judgment; or
  - (2) compromise, impair or be incompatible with the effective performance of the Proponent’s obligations in the RFP or under the Contract;

“**Contact Person**” means the person identified in Section 2.4, or such other person as may be appointed by BC Housing;



“**Contract**” has the meaning set out in Section 1.1;

“**Supplier**” has the meaning set out in Section 1.1;

“**Deliverables**” means the goods and/or services to be provided as set out in the draft Contract;

“**Enquiry**” has the meaning set out in Section 2.5;

“**Evaluation Committee**” has the meaning set out in Section 4.2.

“**Equity Seeking Groups**” means groups who have historically been and continue to be denied equal access to employment, education or other opportunities.

“**FOIPPA**” means the *Freedom of Information and Protection of Privacy Act* (British Columbia) as amended from time to time.

“**Key Firms**” means any Subcontractor who will contribute significantly to the Deliverables, based on the estimated scope of the Deliverables or the estimated dollar value of the Deliverables.

“**Key Supplier Resources**” means the following individuals: **(NOT USED)**

“**Mandatory Requirements**” means the requirements set out in Section 4.1 of this RFP and Section 2 of Appendix 9 Requirements and Deliverables to this RFP;

“**Preferred Proponent**” means the Proponent selected by BC Housing pursuant to this RFP to negotiate and finalize the Contract.

“**Proponent/Housing Provider**” means eligible entity as set out in Section 1.4 that has submitted or intends to submit a Proposal.

“**Proposal**” means a proposal submitted in response to this RFP.

“**Budget**” means the proposed Capital Budget and Operating Budget submitted by a Proponent as set out in Part A of [Appendix 14 \[Response Template\]](#);

“**Reference Information**” has the meaning set out in Section 1.7;

“**Relationship Disclosure Form**” means a form substantially as set out in [Appendix 5 \[Relationship and Conflict Disclosure Form\]](#) or as otherwise acceptable to BC Housing;

“**RFP**” or “**Request for Proposal**” means this request for proposals including all appendices, as may be amended by Addenda;

“**Subcontractor**” means an individual, firm, partnership, corporation or entity having a contract, or proposing to enter into a contract with, the Proponent or another Subcontractor to perform a part or parts of the Deliverables;

“**Submission Location**” has the meaning set out in Section 3.2;

“**Submission Form**” means a form substantially as set out in [Appendix 2 \[Submission Form\]](#) or as otherwise acceptable to BC Housing; and

“**Submission Time**” has the meaning set out in Section 3.2.

## 2. PROCUREMENT PROCESS

### 2.1 Information Session

BC Housing intends to release a pre-recorded Information Session for Proponents/Housing Providers on **February 15, 2024**. The pre-recorded Information Session will be posted on BC Bid and BC Housing website.

The purpose of the Information Session will be to provide Proponents/Housing Providers with an overview of the RFP process and guidance on how to complete Response Template ([Appendix 14](#)).

**NOTE: Appendix 14 Response Template** will be released on February 2, 2024.

Proponents are strongly encouraged to follow this guidance and ask questions within the RFP timeline if further clarity is required.

### 2.2 Site Visit (NOT USED)

### 2.3 RFP Schedule

The following is BC Housing’s estimated timeline for the procurement process:

Event	Date
Issue Date of RFP:	November 30, 2023
Issue Date of Appendix 14 - Response Template:	February 2, 2024
Information Session:	February 15, 2024. Pre-recorded information session will be posted on BC Bid and BC Housing website. No registration required.
Deadline for questions:	March 1, 2024 @ 2:00 p.m. PT (questions received after this date and time may not be responded to)
Deadline for issuing addenda:	March 15, 2024
Submission Deadline:	May 15, 2024 @ 2:00 p.m. PT

The above times are subject to change at the discretion of BC Housing. All above times are Pacific Time.

### 2.4 Contact Person

The contact person for this RFP is (the “**Contact Person**”):

Name: Karine Akopova, SCMP  
Email: [BuildingBC@bchousing.org](mailto:BuildingBC@bchousing.org)

The Contact Person may delegate the authority granted to the Contact Person pursuant to this RFP.

## **2.5 Enquiries**

All enquiries regarding any aspect of this RFP, including the draft Contract, should be directed to the Contact Person by email to the address provided in Section 2.4 (each an “**Enquiry**”). The following applies to any Enquiry:

- (a) all Enquiries, and all responses to Enquiries from the Contact Person, will be recorded by BC Housing.
- (b) If BC Housing, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all Proponents by addenda pursuant to Section 2.6. Each addendum forms an integral part of the RFP.
- (c) to allow BC Housing sufficient time to respond, Enquiries should be submitted well in advance of the Submission Time, and preferably at least ten Business Days before the Submission Time; and
- (d) BC Housing will make reasonable efforts to respond to all Enquiries but reserves the right to not respond to any Enquiry made by a Proponent, including Enquiries not received within the time described in Section 2.5(c).

This RFP should not be discussed with any BC Housing employee or representative other than the Contact Person. Information received from sources other than the Contact Person cannot be relied upon. Furthermore, any information offered from sources other than the Contact Person via an Addendum with regard to the content, intent or interpretation of this RFP is not official, may be inaccurate, and should not be relied on in any way by any Proponent for any purpose.

## **2.6 Addenda**

BC Housing may, in its discretion, through the Contact Person amend or clarify the terms or contents of this RFP at any time before the addenda deadline by issuing a formal Addendum. Written Addenda are the only means of amending or clarifying this RFP and no other form of communication whether written or oral, including written responses to Enquiries as provided by Section 2.5, will be included in, or in any way amend, this RFP. If a Proponent wishes to rely on a written response to an Enquiry, then they should request the Contact Person to issue an Addendum.

## 2.7 BC Housing Advisors (NOT USED)

## 3. SUBMISSION INSTRUCTIONS

### 3.1 Submission Time

Proposals must be received on or before the following date and time (the “**Submission Time**”):

Time: **2:00 p.m. PT**  
Date: **May 15, 2024**

### 3.2 Submission Location

Proposals in response to this RFP **must** be submitted electronically and received either:

- 1) By **BC Bid** pursuant to BC Bid’s online bid submission system (the “**Submission Location**”), or
- 2) Email: [buildingbc@bchousing.org](mailto:buildingbc@bchousing.org) (the “**Submission Location**”).

The subject line of the email submissions must contain this RFP number, Proponent’s name and location/address of the proposed project.

The capacity of [buildingbc@bchousing.org](mailto:buildingbc@bchousing.org) inbox is **20MB**. Proponents shall reduce the size of submissions to ensure that their submissions are received. Should a submission be larger than 20MB, Proponents shall distribute their submission between a few emails adding email number in the subject line (i.e., Email 1 of 3, Email 2 of 3, etc.) Submissions sent via link to the third-party providers may not be accepted.

**NOTE:** Proponents must submit proposals only to one of the above-mentioned Submission Locations.

Submitting a proposal against the incorrect solicitation may be grounds for disqualification at BC Housing’s sole discretion.

### 3.3 No Late Submissions

Proposals received after the Submission Time will not be considered. The actual time of Proposal submission will be determined with reference to the electronic clock used by BC Bid for proposals received via BC Bid and BC Housing computer systems for proposals received at [buildingbc@bchousing.org](mailto:buildingbc@bchousing.org) for that purpose. Proponents are encouraged to submit their Proposals well in advance of the Submission Time to minimize the risk of their Proposal being late.

### 3.4 No Changes to the Contract

BC Housing’s preferred form of Contract is attached as [Appendix 8 \[Draft Contract\]](#). Proponents should carefully review this form of Contract. Proponents should prepare their Proposal based on the form of Contract attached as [Appendix 8 \[Draft Contract\]](#), as may be amended by Addenda, and are strongly discouraged from requesting changes to the draft Contract in a Proposal or submitting a Proposal that assumes BC Housing will agree to modify the terms of the draft Contract.

BC Housing may consider any requested changes as part of the evaluation of a Proposal and may reject a Proposal from a Proponent that does not follow this Section. In particular, BC Housing may reject any Proposal that includes “deviations”, “exceptions”, “clarifications” or similar changes to the form of Contract attached as [Appendix 8 \[Draft Contract\]](#).

### **3.5 Proposal Format**

Each Proposal should be structured as described in [Appendix 1 \[Submission Requirements\]](#) and should include all forms and information required therein.

### **3.6 Rectification Opportunity**

If a Proponent has not complied with one or more of the requirements of this RFP, including failing to provide information requested in [Appendix 1 \[Submission Requirements\]](#), BC Housing may, in its discretion, issue rectification notice to the Proponent identifying the deficiency or deficiencies, in which case the following will apply:

- (a) if a Proponent receives a rectification notice, the Proponent will have an opportunity to rectify the deficiency or deficiencies described in the notice within the time period set out in the notice, expected to be no more than one Business Day;
- (b) if the Proponent is able to rectify such deficiency or deficiencies to BC Housing’s satisfaction within the applicable time period, the rectified or additional information provided by the Proponent in response to the rectification notice will be deemed to form part of the Proponent’s original Proposal submission;
- (c) if the Proponent fails to rectify the deficiency or deficiencies to BC Housing’s satisfaction within the applicable time period, BC Housing may reject the Proponent’s Proposal or may proceed to evaluate the Proposal in accordance with this RFP; and
- (d) BC Housing is under no obligation to provide a rectification notice to any Proponent, including if BC Housing elects to provide a notice to a different Proponent for a similar deficiency.

### **3.7 Revisions Prior to Submission Time**

A Proponent may withdraw, revise or amend its Proposal at any time prior to the Submission Time by submitting a clear and detailed written notice of the withdrawal, revision or amendment to the Submission Location prior to the Submission Time.

### **3.8 Change After Submission Time**

Except pursuant to Section 3.6 or for the purposes of clarification, Proponents will not be entitled to change their Proposals after the Submission Time. No words or comments should be added to the Proposal after the Submission Time unless requested pursuant to Section 3.6 or by the Contact Person for purposes of clarification. Notwithstanding the foregoing, a Proponent will be required to give immediate notice to BC Housing of any material change that occurs to a Proponent after the Submission

Time, including a change to its team membership, corporate structure or a change to the Proponent's financial capability.

### **3.9 Signature**

[Appendix 2 \[Submission Form\]](#) should be signed by a person authorized to sign on behalf of the Proponent so as to bind the Proponent to the statements made in the Proposal, and the following will apply:

- (a) if the Proponent is a corporation, then the full name of the corporation should be included, together with the name and signature of an authorized signatory; or
- (b) if the Proponent is a partnership or a joint venture, then the name of the partnership or joint venture and the name of each partner or joint venturer should be included and an authorized signatory of each partner or joint venturer should sign. If the partner or joint venture is a corporation, then such corporation should sign as indicated in Section 3.9(a).

Unsigned Proposals, in BC Housing's discretion, may be rejected.

### **3.10 Capital and Operating Budgets**

The proposed Capital and Operating budgets completed in Part A of [Appendix 14 \[Response Template\]](#) shall not be considered as the final BC Housing approved budgets. BC Housing will review the proposed budgets and negotiate the final Capital and Operating budgets with the Preferred Proponent prior to award.

### **3.11 Irrevocability**

Unless a Proponent offers a longer duration in their Proposal, all Proposals will be valid and irrevocable for a period of 60 days after the Submission Time.

## **4. EVALUATION**

### **4.1 Mandatory Requirements**

BC Housing has determined that the following are the Mandatory Requirements in this RFP:

- (a) Proposals are submitted on or before the Submission Time,
- (b) Proposals are submitted to the Submission Location,
- (c) Appendix 14 – Response Template (both Part A (excel) and Part B (word) formats) completed as required therein,
- (d) Mandatory Requirements to proposed Project Stage set out in Section 2 of Appendix 9 Requirements and Deliverables of this RFP.

## 4.2 Evaluation Committee

The evaluation of Proposals will be undertaken by an evaluation committee (the “**Evaluation Committee**”) comprised of persons appointed by BC Housing, which may consist of BC Housing employees, third-party consultants, and external stakeholders. The Evaluation Committee may consult with, and receive advice from, technical, legal, financial and other consultants as the Evaluation Committee may, in its discretion, decide it requires.

## 4.3 Evaluation Criteria

BC Housing will evaluate Proposals by applying the evaluation criteria set out in [Appendix 6 \[Evaluation Criteria and Process\]](#).

## 4.4 Evaluation Process

BC Housing will evaluate Proposals in compliance with evaluation process set out in [Appendix 6 \[Evaluation Criteria and Process\]](#).

The Evaluation Committee may apply the evaluation criteria on a stand-alone basis or a comparative basis, evaluating Proposals by comparing one Proponent’s Proposal to another Proponent’s Proposal, to determine the Proposal judged to be most advantageous to BC Housing based on the evaluation criteria. To assist in the evaluation of the Proposals, BC Housing may, in its discretion:

- (a) conduct any background investigations, reference checks (including checking references other than those provided by the Proponent) and/or seek any additional information that BC Housing considers necessary to evaluate a Proposal, including obtaining information regarding the Proponent’s past performance or conduct on previous contracts with BC Housing or with third parties;
- (b) request interviews to seek clarification of a Proposal or supplementary information from any or all Proponents.
- (c) rely on and consider any information obtained pursuant to this Section 4.4 and/or any additional information in the evaluation of Proposals.

## 4.5 BC Housing’s Right to Reject Proposals

Notwithstanding Section 4.3 or any other provision of this RFP, BC Housing reserves the right to reject any Proposal that:

- (a) is materially incomplete or irregular.
- (b) contains false or misleading statements, claims or information.
- (c) would in BC Housing’s opinion lead to an unacceptable health or safety risk; or
- (d) contains any financial or commercial terms that are unacceptable to BC Housing.

BC Housing will not be required to complete a detailed evaluation of a Proposal that BC Housing has determined will be rejected under this Section 4.5.

#### **4.6 Proposal Extracts**

If a Proponent's Proposal includes additional commitments or any other information that either exceeds the requirements of the Contract or that BC Housing wishes to be contractually binding, these commitments or information may be incorporated into the final Contract, at BC Housing's discretion.

#### **4.7 Negotiation of Contract and Award**

Following evaluation, BC Housing intends to select Proponents as the Preferred Proponents in compliance with the process described in [Appendix 6 \[Evaluation Criteria and Process\]](#). If BC Housing selects a Preferred Proponent, then BC Housing will enter into discussions with the Preferred Proponent to clarify any outstanding issues and attempt to finalize the terms of the Contract, including but not limited to the Operating Agreement and capital and operating budgets. During this negotiation, upon BC Housing's request, the Preferred Proponent must provide the documentation listed within [Appendix 7](#). BC Housing reserves the right, in its discretion, to negotiate changes to the Contract, ongoing compliance to IHF program requirements, the scope of Deliverables, the terms of a Proposal or any other terms, including both the capital and operating budgets or other financial terms. If at any time BC Housing forms the opinion that a mutually acceptable Contract is not likely to be reached within a reasonable time then BC Housing may give the Preferred Proponent written notice to terminate discussions and BC Housing may then proceed in consideration of its best interests, including:

- (a) terminating the procurement process entirely and proceeding to obtain all or part of the Deliverables in some other manner, including using other suppliers; or
- (b) selecting the next highest ranked Proponent as the Preferred Proponent and inviting them to enter into negotiations to reach final agreement for the Contract.

BC Housing may require additional approval for the selection of the Preferred Proponent and/or the execution of the final form of Contract. This RFP is not an offer and does not obligate BC Housing to obtain the Deliverables.

#### **4.8 No Contract for Deliverables**

BC Housing has no obligation to execute a legally binding agreement for the deliverables as a result of this RFP. BC Housing will have no obligations related to the draft Contract, including the Deliverables, unless and until BC Housing enters into the Contract with the Preferred Proponent, and then BC Housing's obligations will be limited to those expressly set out in the Contract.

#### **4.9 Unsuccessful Proposals**

Proposals will not be opened in public. Upon execution of the Contract, BC Housing will offer debriefings to unsuccessful Proponents upon receipt of written request to the Contact Person, at a time and date agreeable to both parties. Unsuccessful Proponents should request debriefings within 60 days of notice of the execution of the Contract.



#### **4.10 Bid Dispute Procedure**

If a Proponent wishes to challenge the outcome of the RFP process, the Proponent should provide written notice to the Senior Manager, Supply Chain Management within 60 days of receiving notice that it was unsuccessful. Senior Manager, Supply Chain Management and BC Housing will respond in accordance with its bid dispute procedures.

#### **4.11 Corrections to Unit Pricing (NOT USED)**

### **5. CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE**

#### **5.1 Reservation of Rights to Disqualify**

BC Housing reserves the right to disqualify any Proponent that in BC Housing's opinion has a Conflict of Interest or an unfair advantage (including access to any confidential information not available to all Proponents), whether real, perceived, existing now or likely to arise in the future, or may permit the Proponent to continue and impose such conditions as BC Housing may consider to be in the public interest or otherwise required by BC Housing.

#### **5.2 Disclosure and Transparency**

BC Housing is committed to an open, transparent and competitive procurement process while understanding the Proponents' need for protection of confidential commercial information. To assist BC Housing in meeting its commitment, Proponents will cooperate and extend all reasonable accommodation to this endeavor.

To ensure all public information generated about the Deliverables is fair and accurate and will not inadvertently or otherwise influence the outcome of the procurement process, the disclosure of any public information generated in relation to the Deliverables will be coordinated and is subject to the prior approval of BC Housing.

#### **5.3 Relationship Disclosure**

Proponents should, as part of their Proposal, submit the relationship disclosure form attached as [Appendix 5 \[Relationship and Conflict Disclosure Form\]](#) and disclose any Conflicts of Interest or unfair advantages. BC Housing reserves the right to disqualify any Proponent that in BC Housing's opinion has a Conflict of Interest or an unfair advantage, whether it is existing now or is likely to arise in the future, or may permit the Proponent to continue and impose such conditions as BC Housing may consider to be in the public interest or otherwise required by BC Housing. If a Proponent is concerned that a particular relationship or situation could result in BC Housing rejecting the Proponent, such a Proponent is encouraged to request pre-clearance of the relationship or situation by submitting an Enquiry well in advance of the Submission Time.

#### **5.4 Restricted Parties (NOT USED)**

### **6. TERMS OF THE RFP PROCESS**

#### **6.1 Receipt of Complete RFP**

Proponents are responsible for ensuring that they have received the complete RFP as listed in the table of contents of this RFP. Submission by a Proponent of a Proposal constitutes a representation by that Proponent that they have verified receipt of a complete RFP. Each Proposal is deemed to be made on the basis of the entire RFP, including any Addenda, issued prior to the Submission Time.

BC Housing does not accept responsibility for any Proponent lacking any information. Although effort has been made to provide complete and accurate documents, BC Housing does not guarantee that all documents are complete and accurate. Proponents are advised to contact the Contact Person if they notice any errors, ambiguities, or discrepancies in this RFP.

#### **6.2 Third Party Communications**

Communications with:

- (a) any representative of a governmental authority, including regulatory, municipal or other such authorities; or
- (b) any local property owner, stakeholders in the Deliverables or the media,

with respect to the RFP, including the preparation of a Proposal, should only be made by a Proponent with the prior approval of BC Housing, which approval should be requested through the Contact Person by email.

#### **6.3 Ownership of Proposals**

All Proposals, including any intellectual property therein, submitted to BC Housing will become the property of BC Housing, unless otherwise specified in this RFP.

#### **6.4 Risk Regarding Electronic Communications**

BC Housing does not assume any risk or responsibility or liability whatsoever to any Proponent:

- (a) for ensuring that any website, online portal or any email system being operated by or for, or used by BC Housing is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received; and/or
- (b) if a permitted email communication or delivery is not received by BC Housing, or received in less than its entirety, within any time limit specified by this RFP.

All permitted email or electronic communications with, or delivery of documents to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

#### **6.5 Unbalanced Pricing – NOT USED**

#### **6.6 Language**

Proposals should be in English. BC Housing reserves the right to not review or evaluate any portion of a Proposal that is not in English.

#### **6.7 Freedom of Information and Protection of Privacy Act**

All documents and other records in the custody, or under the control of, BC Housing are subject to FOIPAA and other applicable legislation. By submitting a Proposal, the Proponent represents and warrants to BC Housing that the Proponent has complied with all applicable laws, including by obtaining from each individual any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to BC Housing as part of the Proposal for the purposes of this RFP and the procurement process.

#### **6.8 Confidentiality**

Except as expressly stated in this RFP and subject to FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFP will be considered confidential; however, such information or parts thereof may be released pursuant to requests under the FOIPPA, other applicable legislation or as necessary to prepare for or in connection with the performance of the Deliverables.

#### **6.9 Reservation of Rights**

Notwithstanding any other provision in this RFP, no term or condition will be implied based on any industry practice or custom, and BC Housing reserves the right, in its discretion, to:

- (a) make public the names and proposed budget of any or all Proponents;
- (b) if a single Proposal is received, open the Proposal privately and if the Proposal is in excess of BC Housing's budget, then BC Housing may re-issue the RFP without material revisions being made to the RFP and without disclosing the Proponent's name or proposed budget;
- (c) waive a defect, irregularity, non-conformity or non-compliance (including material non-compliances but excluding any Mandatory Requirements) in or with respect to a Proposal or failure to comply with the requirements of this RFP, and accept that Proposal even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFP would otherwise render the Proposal null and void;
- (d) disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information.

- (e) disqualify any Proponent who has engaged in conduct prohibited by this RFP or conduct that compromises the competitive process.
- (f) make changes, including substantial changes, to this RFP provided that those changes are issued by way of Addenda in the manner set out in this RFP.
- (g) cancel this RFP process at any stage.
- (h) cancel this RFP process at any stage and issue a new procurement for the same or similar deliverables.
- (i) reject any or all Proposals.
- (j) modify, suspend or terminate this RFP at any time for any reason (including if the proposed budget in the Proposals exceed available funding) and to reissue a request for proposals, or to undertake another procurement process for the Deliverables, or to obtain the Deliverables in some other manner or decide not to proceed with the Deliverables;
- (k) negotiate any aspects of a Preferred Proponent's Proposal.

This RFP does not commit BC Housing in any way to select a Preferred Proponent or to enter into any agreement or to proceed with a procurement process for the Deliverables.

#### **6.10 No Representation or Warranty**

By submitting a Proposal, each Proponent acknowledges and represents that its Proposal is based on its own examination, knowledge, information, and judgment, and is not based upon any statement, representation, or information made or given by BC Housing, the Contact Person or any other person, other than the information contained in this RFP. Submission of a Proposal is deemed to be conclusive evidence that the Proponent accepts the terms of this Section 6.10.

#### **6.11 Proponent's Expenses**

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with BC Housing or their representatives and consultants, relating to or arising from this RFP.

#### **6.12 Limited Claim for Compensation**

Each Proponent:

- (a) agrees that it will not bring any claim, action, demand, suit or cause of action, whether arising in contract, tort (including negligence) or otherwise (a "**Claim**") in excess of the amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal against BC Housing or any of BC Housing's respective employees, directors, officers, advisors or representatives for any costs, damages or other compensation for any matter relating directly or indirectly to this RFP (including, without limitation, in the event that BC Housing rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant or materially non-compliant Proposal, fails to proceed

with the Deliverables or otherwise breaches the terms of this RFP or any duties arising from this RFP); and

- (b) except for Claims for amounts less than or equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal, as described in Section 6.12(a), waives any Claim against BC Housing or any of its respective employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind including, without limitation, for loss of anticipated profits, indirect, incidental or consequential damages or losses if the Deliverables do not proceed or no Contract is entered into between a Proponent and BC Housing for any reason whatsoever, including, without limitation, in the event that BC Housing rejects or disqualifies or for any other reason fails to accept a Proposal.

### **6.13 No Collusion**

By submitting a Proposal, the Proponent, and each firm, corporation or individual member of the Proponent represents and confirms to BC Housing that the Proponent has prepared its Proposal without any connection, knowledge, comparison of figures, arrangement or collusion with any other person or persons submitting or participating in the preparation of any other Proposal.

### **6.14 No Solicitation**

The Proponent should not make any representations or solicitations to any elected or appointed official or to any director, officer or employee of BC Housing with respect to the RFP or a Proposal either before or after submission of the Proposal except as expressly provided herein. If any director, officer, employee, agent sub-contractor, supplier or other representative of the Proponent communicates with any elected or appointed official or any director, officer or employee of BC Housing, or any consultant engaged by BC Housing in connection with this RFP about this RFP, other than the Contact Person, BC Housing may, at its discretion and regardless of the nature of the communication, reject the Proposal submitted by the Proponent.

### **6.15 Trade Agreements**

The procurement process described in this RFP is subject to various trade agreements, including the Canadian Free Trade Agreement, Comprehensive Economic Trade Agreement and New West Partnership Trade Agreement.

## **7. INTERPRETATION**

### **7.1 Governing Law**

This RFP is governed by the law of British Columbia and the laws of Canada applicable therein.

### **7.2 Interpretation**

In this RFP:

- (a) any action, decision, determination, consent, approval or any other thing to be performed, made, or exercised by or on behalf of BC Housing, including the exercise of “discretion” or words of like effect, unless the context requires it, is at the sole, absolute and unfettered discretion of BC Housing;
- (b) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFP; and
- (c) the word “including” when used in this RFP is not to be read as limiting.

## APPENDIX 1 - SUBMISSION REQUIREMENTS

### General:

Without limiting the terms of this RFP, this Appendix describes the specific documentation that a Proponent should submit. The Proponent's Proposal documents should comprehensively address the requirements set out in this Appendix. The Proposal should include sufficient information to demonstrate that the Proponent has a good understanding of the Deliverables and to demonstrate that the Proponent is capable of performing the responsibilities and obligations under the Contract.

If a template is supplied, all required fields should be populated, and the format of the template should not be changed (including the native file format).

Proponents should arrange the content of their Proposal in accordance with the sequencing of and using the section numbers and corresponding titles shown in, this Appendix. Any unsolicited information should be included in the section titled "Additional Information".

### Submission Requirements:

Proponents should submit the following information:

#### 1. Cover Page

The cover page should include the solicitation title and number, Submission Time, Proponent's legal name, address, contact person, telephone number, and email address.

#### 2. Table of Contents

The table of contents should include all sections and key subsections of the Proposal.

#### 3. Submission Form ([Appendix 2](#))

Each proposal should include a Submission Form (Appendix 2) completed and signed by an authorized representative of the Proponent.

#### 4. Relationship and Conflict Disclosure Form ([Appendix 5](#))

This form should be completed by the Proponent on its own behalf and on behalf of each member of the Proponent's team including the Key Supplier Resources and Key Firms (if any).

#### 5. Response Template Parts A and B ([Appendix 14](#))

Proponents are required to respond to each facet of the RFP's objectives, expectations, and requirements by completing **both Part A and B of the Appendix 14 Response Template** in its entirety.

**NOTE: Appendix 14 Response Template** will be released at a later date via Addendum to this RFP.

*In order to ensure your responses are complete and encompass your organizations' philosophies, policies and experience, it is important to provide as much detailed information as possible.*

*Please assume those reviewing your submission have no understanding of your organization.*



**APPENDIX 2 - SUBMISSION FORM**

(see separate attachment)

**APPENDIX 3 – BC HOUSING DEVELOPMENT CONSULTANT AGREEMENT**

(see separate attachment)

**APPENDIX 4 – NOT USED**

**APPENDIX 5 - RELATIONSHIP AND CONFLICT DISCLOSURE FORM**

(see separate attachment)

## APPENDIX 6 - EVALUATION CRITERIA AND PROCESS

BC Housing will evaluate Proposals by applying the qualitative rated evaluation criteria set out in this Appendix. Qualitative criteria evaluation will be completed by Evaluation Committee.

**IMPORTANT!** Proponents are required to respond to each facet of the RFP's objectives, expectations, and requirements by completing [Appendix 14 Response Template](#) in its entirety.

**Appendix 14 Response Template Part A** is provided in Excel format and contains various tabs dedicated to different aspects of this RFP requirements. Proponents must complete **all** tabs of **Appendix 14 Response Template Part A**. Proposals submitted without a properly completed Appendix 14 Response Template in the format provided by BC Housing will be withdrawn from evaluation. No alterations to locked/protected cells, columns or tabs will be accepted. **Appendix 14 Response Template Part A** shall **NOT** be converted into Pdf format.

**Appendix 14 Response Template Part B** is provided in Word format. Proponents must complete it and submit either in Word format or Pdf format, **NOT** both.

**NOTE: Appendix 14 Response Template Part A and Part B** will be released at a later date via Addendum to this RFP.

### 1. Qualitative Evaluation Criteria.

For evaluation of qualitative criteria, the Evaluation Committee will apply the rated evaluation criteria and weightings on a stand-alone basis in accordance with evaluation guidelines developed and established for the Services requested in this RFP.

#### 1.1 Rated Criteria

BC Housing will score each proposal submitted based on the rated criteria as provided below.

	<u><a href="#">Rated Criteria Category</a></u>	<u><a href="#">Weighting (Percent)</a></u>
1.2	Proposed Project Profile (Plan, Team & Capacity, Risk, Building and Construction)	37.5
1.3	Sustainability and Resilience	10
1.4	Financial Contribution	10
1.5	Operations Planning, Capability, Capacity, Financial Viability	37.5
1.6	Equity, Diversity, Inclusion and Belonging	5
	<b>Total Percentage</b>	<b>100</b>

BC Housing recognizes that the project information provided may not be in a finalized state. Proponents are however required to provide their best estimate proformas and include any relevant assumptions.

To conduct a thorough evaluation of all proposals received, proposals should be well ordered, detailed and concise. Clarity of language and adequate documentation are essential. General sales and promotional literature will not suffice and will not be considered.

## 1.2 Proposed Project Profile - 37.5%

### 1. Project Profile

In **Appendix 14 Response Template Part A** in the **Project Profile Tab** provide information about proposed project concept to include:

- a. **Project Location:** Provide project location/address, number of units, unit distribution and targeted residents per each unit type.
- b. **Property Tenure:** Submit supporting documentation such as letters of intent, purchase and sale agreement, Council Resolutions, Band Council Resolutions, other relevant approvals to demonstrate freehold and leasehold requirements are in place as well as which stage land designation is currently at.
- c. **Zoning and subdivision status:** Confirm current zoning and demonstrate whether jurisdiction requirements have been or could be satisfied to commence construction within 18-24 months of award date. Confirm subdivision status.
- d. **Housing Development Concept:** Provide details about the development such as building type, number of storeys, units (size, suite type, target population, accessibility), parking, green spaces, non-residential spaces (commercial units, offices, meeting rooms). Submit floor plans, drawings, schematic design, and layouts (if any).
- e. **Construction Strategy:** Describe construction strategy and the rationale behind choosing it. Identify the form of construction contract used or intended to be used to engage a contractor. For completed/turnkey projects provide details about the initial and actual construction goals including but not limited to initial and actual budget and design changes.
- f. If a redevelopment project is proposed, complete the **Tenant Relocation Plan in the Project Profile Tab**.

Provide a brief analysis of need and demand. Describe how proposed project is going to impact the community. Include details about other similar projects nearby (location, proximity from the proposed project), either existing or projected that Proponent is aware of, and which target population it serves or intends to serve.

**Note:** Need and demand analysis will be included in the Risk evaluation.

Proposals that closely align with or exceed this RFP's specifications and IHF program criteria, and better address proposed project complexity will receive higher scores.

### 2. BC Housing Design Guidelines and Construction Standards

Developments with advanced design and construction which meet or exceed BC Housing Design Guidelines and Construction Standards will be scored higher, based on drawings and responses about the project concept.

Proponents proposing project at early stages of design shall commit to aligning their design and construction with BC Housing Design Guidelines and Construction Standards, unless otherwise approved by BC Housing.

### 3. Proponent's Capacity and Project Team

In **Appendix 14 Response Template Part A** in the **Project Profile Tab** provide information about project management, design and construction teams assigned to the proposed project. For new non-profits provide a comprehensive Action Plan on how project governance and partnerships management is intended to be performed:

- a. Provide the names of Board Chair, Executive Director, or Council Members and describe the roles in governing the proposed project at development and construction stage.
- b. Declare if the organization is under third-party administration. If under third-party administration, provide the name and reference point of contact for the organization, performing third-party administration.
- c. Identify partnerships related to project delivery, the reason for the partnership and plans to manage these partnerships going forward. Indicate if the partner has Indigenous ownership. Responsibilities and accountabilities of partners through the duration of the project should be reflected in the **Project Governance** section in **Project Profile Tab** of **Appendix 14 Response Template Part A**.
- d. Provide information and references for three development projects, years of development experience, and project/portfolio capacity. New non-profits shall submit an Action Plan to demonstrate their ability to manage a development project, adequate capacity and act as the owner.
- e. For the development team, identify individuals and their respective firms who fulfill the responsibilities of:
  - Development Consultant,
  - Lead Architect, and
  - Construction Contractor.

Include two references, license information (if applicable) and years of industry experience, and capacity information.

If project team has not been retained yet, describe the procurement strategy to engage these roles.

**NOTE:** If Development Consultant has been retained as a third-party consultant, Proponents are anticipated to submit a copy of the executed BC Housing Development Consultant Agreement with their Development Consultant. **No altered BC Housing Development Consultant Agreement will be accepted.**

BC Housing Supplementary General Conditions (SGC) apply for Architect and Construction contracts, and shall **NOT** be altered or amended without receiving BC Housing approval.

Proposals will receive higher scores if proposed project governance is efficient and proposed teams possess more experience that is relevant to proposed project requirements, and if Proponent engages Indigenous owned organizations to deliver the above mentioned services.

#### 4. Project Structure (included in Project Profile)

In **Appendix 14 Response Template Part A** in the **Project Profile Tab** provide include details on the real estate or land structure of the development such as:

- a. Type of ownership, current and proposed land and building ownership interest structure, current and proposed financing partnerships.
- b. Provide details of any other project, building or use proposed, or currently located on the site. If the proposed project consists of a strata title, airspace or any other 'partial' interest in the site (note premise leases, sub-leases or partial ownerships in one parcel are not permitted under CMHC Handbook), provide full details of all other components including financial and operational independence and compatibility with the IHF Program proposal as set out in [Appendix 9 \[Requirements and Deliverables\]](#). Disclose/attach lease terms, municipal agreement, approvals required for the use of the municipal-owned land and other restrictions for the proposed site and land use and submit copies of such documents.
- c. Confirm if land is On-Reserve and identify if site servicing exists or is in-process. Identify if the land has received member approval for use as affordable housing.

Proposals offering projects that meet or exceed the project requirements set out in this RFP will receive higher scores.

#### 5. Capital Budget

Complete **Appendix 14 Response Template Part A / Capital Budget Tab** with realistic estimated costs directly related to the building concept including contingencies.

Use comments to identify assumptions or rationale for specified values.

Proponents should use their own financial calculations. Evaluation of the capital budget will include recalculation using BC Housing's standards.

An additional factor for selecting proposals is the limited funding available through IHF. Projects will be selected with consideration for the available funding.

In the **Project Profile Tab** of **Appendix 14 Response Template Part A**

Confirm the source of the construction budget (i.e., Construction Contractor, Quantity Surveyor). Include the estimated cost per a square foot and explain what constitutes a basis for this number.

More realistic capital budget that align with proposed project concept and supported by professional review will receive higher score. Projects with land at a nominal value will be scored higher.

#### 6. Project Risks and Mitigation Strategy

Complete **Risk Tab** in **Appendix 14 Response Template Part A** to identify risks specific to the proposed project and propose mitigation strategy/plan as required.

**NOTE:** BC Housing will review project risks and develop a BC Housing score for evaluation.

Proposals offering projects with lower risk profile will be scored higher.

## 7. Project Communication Plan

Propose a communication plan to support project goals and address project changes, such as schedule and risks. Complete **Project Communication** in the **Project Profile Tab** in **Appendix 14 Response Template Part A**.

Proposals with communication plan addressing all project phases and identifying more efficient communication structure and channels will receive higher scores.

## 8. Project Schedule

Complete the Project Schedule in **Appendix 14 Response Template Part A** in the **Project Profile Tab** for all projects regardless of which stage the proposed project is at. Include status & outstanding requirements of development and building permit applications, and if applicable, rezoning, subdivision (if any) any First Nation membership voting and any land designation processes.

Proposals with more detailed, consistent and realistic project schedule will receive higher score.

### 1.3 Sustainability and Resilience - 10%

Complete **Appendix 14 Response Template Part A / Sustainability & Resilience** in the **Project Profile Tab** to supply the following information and submit **Energy Modelling** report with **Thermal Comfort Analysis** and **Sensitivity Analysis** with 2050 weather file as per Tech Bulletin No. 3 if completed for the proposed development and provide information on when it will be completed if not undertaken yet:

Identify which Energy Step Code level the project is designed to, Greenhouse Gas Intensity (GHGI), electrification of the building.

Verify that the building is designed as fully electrified with a low or zero carbon electrical source. If not, include a justification of how a fully electric design jeopardizes the delivery of the project. Indicate in the response template if a justification is included.

In the Passive Cooling Strategies table, select strategies incorporated into the project, and a brief description of how the strategy is included or explain why it is not included.

Indicate third-party standards, resilience measures and sustainability features not already included in the Energy Modelling Report.

**NOTE:** See [Appendix 11 \[Information links\]](#) for a Sample Energy Model Report and BC Housing Sustainability Checklist.

Proposals offering projects that exceed or are intended to exceed BC Housing standards set out in this RFP and BC Housing Technical Bulletins will receive higher score.

### 1.4 Equity, Contributions and Financial Evidence - 10%

In **Appendix 14 Response Template Part A** in the **Project Profile Tab**:

1. List contribution amounts included in the capital budget (land equity, cash contributions, grants, development cost waivers, grants, etc.) and the status of the funds. Indicate if related documents are included as evidence.

2. Note: Capital contribution in the form of land will be valued at the current market value.
3. Submit documentation of confirmed or conditional commitments for financial support or other contributions from community supporters, including letters of support from service clubs, foundations, municipalities, or other organizations.

BC Housing will score proposals higher based in part upon level of contribution being brought forward and level of support from local government.

### **1.5 Operations Planning, Capability & Capacity (37.5%)**

Complete **Appendix 14 Response Template Part B** to provide information regarding below listed requirements.

**NOTE:** Proponents without an established non-profit must demonstrate their approach to fulfilling the requirement outlined in Section 1.5 Operations Planning, Capability & Capacity. This should be accompanied by a well-defined, realistic, and consistent Action Plan, as such proposals will receive higher scores.

#### **1. Housing Provider's /Proponent's Operator Capability**

- a. **Organization Structure:** describe organization structure from operations perspective: Board/Committee Members or Council Members, organization's officers, directors, and senior staff including their roles and their relevant experience, skills and/or education, particularly in the context of incorporating the proposed project. If involving any external individuals or organizations include this information.
- b. **Relations with Stakeholders and Rights Holders:** demonstrate ability to manage relations with stakeholders and rights holders, such as service providers, Indigenous service providers, and providers who provide specialized supports for targeted population (i.e., People with Disabilities, racialized, LGBTQAI2S+, etc.), funders, Health Authorities, local and senior governments, host First Nations, neighbours and community members.
- c. **Compliance with funder requirements:** demonstrate the organization's ability to comply with funder requirements, including timely submission of required reporting. Provide most recently audited Financial Statements. If applicable, provide dates of submitting those statements to BC Housing and operating budgets (for existing Operating Agreements (OA) due to BC Housing, showing they were submitted on time and complete. Confirm your organization is in compliance with existing operating agreements with BC Housing (if any). BC Housing may verify the submitted information with internal records.

Proposals that demonstrate higher capacity, greater experience, stronger relations with Stakeholders and Rights Holders and better compliance with funder requirements will be scored higher.

#### **2. Operations**

Complete **Appendix 14 Response Template Part B** to provide details on how operations at the project will be managed once construction is complete including:

### **2.1 Property management:**

- a. Property management, and any details of previous property management experience.
- b. Maintenance.
- c. Capital Management Plans.
- d. Operational Management Plan.
- e. If applicable, any Strata Council management or Air Space Parcel Remainder management.
- f. Involvement of any third parties – identify these parties and provide the rationale (i.e., cleaning, waste management, other outsourced functions).

### **2.2 Resident management:**

- a. Resident selection methodology, including how the provider ensures transparency and consistency.
- b. Vacancy management, including demonstrated need and demand for the proposed project and target households.
- c. Resident management including rent collection policy.

### **2.3 Project integration within existing operations**

Demonstrate the organization’s capacity and ability to undertake this project on an on-going operational capacity. Include a description of existing portfolio demands. In case of insufficient capacity, Proponents shall explain how they intend to increase their capacity and further develop their organization to meet requirements of this RFP and the Operating Agreement.

### **2.4 Project integration within community & neighbourhood, and stakeholder philosophy**

Explain:

- a. The society’s philosophy towards serving the target population and description of any key priority groups targeted within the broader program parameters (Refer to [Appendix 9 Section 3.d](#) Target Population).
- b. Explain how the project will fit into the surrounding existing neighbourhood and how the Proponent will communicate with and build neighborhood relationships.

Proposals developed from prior experience review and analysis, showcasing sound property and resident management, seamless project integration within existing operations and the community, and robust support for equity-seeking groups, will receive higher scores.

## **3. Operations Budget**

Fully complete the **Operating Budget Tab** in **Appendix 14 Response Template Part A**:

- a. Monthly expected rents (Refer to Rent Calculation Guide in [Appendix 11](#))
- b. Anticipated maintenance costs – including Service Contracts
- c. Staffing costs
- d. Anticipated Capital Replacement Reserves
- e. Anticipated Strata or reciprocal easement and cost sharing charges (if applicable)
- f. Any other identified costs



- g. Identify any anticipated surplus or deficit. If project will be in a deficit position, provide a financial plan by which the society will meet this shortfall, including any request for subsidy to offset operating deficits (limited subsidy is available)
- h. Where cost sharing applies, provide full operating budget for the other components, including all revenues and expenses.

Include assumptions, and/or rationale explaining how each figure in the budget was determined.

Proponents should demonstrate that the rents that they are intending to charge will be affordable and achievable within the community for the identified target population.

Additional space is provided in **Appendix 14 Response Template Part B** to supply further information on alignment between the proposed expenses and revenues, particular location and/or identified target population.

A comprehensive Operating Budget with realistic estimates demonstrating financially viable and sustainable operations, independent of any subsidy from BC Housing will receive higher scores.

### **1.6 Equity, Diversity, Inclusion and Belonging (EDIB) - 5%**

In **Appendix 14 Response Template Part B** describe your organization's demonstrated commitment to equity, diversity and inclusion in such areas as:

- .1 Inclusive governance models, board composition and/or community-based, lived-experience advisory committees.
- .2 Policies, processes, or practices.
- .3 Targeted programs or partnerships with service providers who support equity-seeking community members (2SLGBTQAI, People with Disabilities, etc.).

#### **Support your proposal with examples.**

Proposals showcasing Proponent's high commitment to EDIB principles, actively promoting them within organization and in communications with the community and lived-experience advisory committees will receive higher scores.

## **2. Cumulative Score and Proponent Selection**

After completion of qualitative criteria evaluation all scores from rated criteria will be totalled and ranked from highest to lowest.

Proponents will be selected from highest ranked to the lowest ranked Proponents to create regional parity. The allocation resulted from this RFP will aim to balance Indigenous communities housing needs. Submissions from all British Columbia municipalities will be considered.

Allocation of proposed projects and award of respective Proponents will continue from highest to lower ranked Proponents until goals and limitations as set out in Section 4 Funding Allocation of [Appendix 9 \[Deliverables and Requirements\]](#) are reached.

## **3. Withdrawal of the Submission from Further Evaluation**

BC Housing will disqualify the submissions from further evaluation if:

1. Mandatory Requirements set out in Section 4.1 of this RFP are not met. This includes mandatory submission of properly completed **Appendix 14 Response Template Part A & Part B** in the format provided by BC Housing. No alterations to locked/protected cells, columns or tabs will be accepted.
2. Mandatory Requirements set out Section 2 of Appendix 9 Requirements and Deliverables of this RFP are not met.

## APPENDIX 7 – POST SELECTION DOCUMENTATION AND REQUIREMENTS

Upon notification of award, the Preferred Proponent, as described within section 4.7 of this document, will be requested to submit the following documentation (***do not include this information as part of your submission***):

### **a. Leasehold and mortgageable interest**

For Off-Reserve projects: upon selection Proponents must be able to establish leasehold and mortgageable interest prior to requesting BC Housing funding approval, unless otherwise approved by BC Housing.

For On-Reserve projects: upon selection Proponents must in accordance with respective land regime confirm appropriate approvals such as government approval, Band Council Resolutions, or any required membership votes, to deliver leasehold and mortgageable interest prior to requesting BC Housing funding approval, unless otherwise approved by BC Housing.

### **b. Constatting Documents**

If deemed necessary by BC Housing, the Preferred Proponent shall be required to provide certain documentation specific to their organizational structure. For example, a Non-profit Society may be required to provide a copy of their constating documents and any registered amendments or indicate that they are currently on file with BC Housing. BC Housing will verify that the Preferred Proponent's documents comply with BC Housing requirements. BC Housing's constating document requirements are available on the BC Housing [website](#) for information only and Proponents are advised not to make any pre-emptive changes to their documents without consulting with BC Housing.

### **c. Insurance**

The successful Proponent must, without limiting its obligation or liabilities and at its own expense, purchase and maintain (with insurers licensed in Canada) throughout the term of this agreement Commercial General Liability Insurance in an amount not less than **\$10,000,000.00** inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement.

### **d. Criminal Records Review Act check**

All Suppliers, their employees, subcontractors/trades who are providing services or performing work on BC Housing property (occupied buildings only) are governed by the requirements of the BC Criminal Records Review Act (the "Act") and must pass a CRRA check prior to working on projects that place them around children and/or vulnerable people.

In order for BC Housing to ensure that suppliers, their employees, sub-contractors/trades who are performing work or providing services conform to the requirements of the Act, a CRRA check must be performed.

BC Criminal Records Review Act states; “All individuals who work with children or vulnerable adults, or have unsupervised access to children or vulnerable adults in the ordinary course of their employment, or in the practice of an occupation, or during the course of an education program and who are employed by or licensed by, or receive regular ongoing operating funds from the provincial government are covered under the Criminal Records Review Act.”

The selected Proponent must complete a Criminal Records Review Act (CRRRA) check through the Ministry of Public Safety and Solicitor General (the Ministry) Criminal Records Review Program (CRRP) for all current employees and new employees hired during the term of the contract, as well as any sub contractors and/or trades who will be performing work on BC Housing properties. Only those with a cleared Criminal Records Review Program check will be allowed to perform work under the contract.

Upon notification of Award, the preferred Proponent will be provided with additional, specific instructions to complete this process.

NOTE: RCMP clearance or any other third-party clearance are not acceptable and will not be considered equivalent.

BC Housing is not responsible for any costs associated with the Criminal Records Review Program checks.

## **APPENDIX 8 - DRAFT CONTRACT**

The Contract includes all the following documents:

- 1. SAMPLE SECTION 219 COVENANT/ OPTION TO PURCHASE (OTP)** (Attached)
- 2. BC HOUSING IHF OPERATING SAMPLE AGREEMENT** (Attached)
- 3. BC Housing Supplier Code of Conduct** (Attached), also available at:  
<https://www.bchousing.org/about/doing-business/supplier-centre/contract-essentials>

**APPENDIX 9 – REQUIREMENTS AND DELIVERABLES**

(Please see Appendix 9 at the beginning of this RFP, page 1)

**APPENDIX 10 – NOT USED**

## APPENDIX 11 – INFORMATION LINKS

### **Procurement Guidelines for Non-Profit Housing**

<https://www.bchousing.org/publications/Procurement-Guidelines-for-Non-Profit-Housing.pdf>

### **BC Housing Construction Standards & Guidelines**

<https://www.bchousing.org/projects-partners/asset-management-redevelopment/construction-standards>

### **BC Housing’s Design Guidelines & Construction Standards**

<https://www.bchousing.org/publications/BCH-Design-Guidelines-Construction-Standards.pdf>

### **BC Housing Design Guidelines and Construction Standards Technical Bulletin No. 3-2013: Sections 2 and 4**

<https://www.bchousing.org/sites/default/files/media/documents/BC-Housing-Design-Guidelines-and-Construction-Standards-Technical-Bulletin-No-3-Sections-2-and-4.pdf>

### **BC Housing Energy Step Code Model Sample Report Guideline**

<https://www.bchousing.org/sites/default/files/media/documents/BC-Housing-Step-Code-Energy-Model-Report-Template.pdf>

### **BC Housing Sustainability Checklist**

<https://www.bchousing.org/sites/default/files/media/documents/BCHousing-Sustainability-Standard-Checklist-2023.pdf>

### **BC Housing Guide to Financing for Affordable Rental Housing**

<https://www.bchousing.org/publications/CPI-Financing-Affordable-Rental-Housing-Lending-Criteria-Guide.pdf>

### **Community Profiles & Homeless Counts**

<https://www.bchousing.org/research-centre/housing-data/homeless-counts>

### **Indigenous Housing Fund Program Overview and Optional 2023 IHF Fixed Rates On-Reserve**

<https://www.bchousing.org/projects-partners/Building-BC/IHF>

### **Housing Income Limits**

<https://www.bchousing.org/sites/default/files/media/documents/2023-Housing-Income-Limits-HILS-Effective-January-1-2023.pdf>

### **BC Housing’s Rent Calculation Guide**

<https://www.bchousing.org/projects-partners/guides-toolkits/rent-calculation-guide>

### **BC Housing’s Housing Registry for Housing Providers**

<https://www.bchousing.org/projects-partners/program-provider-information/housing-registry-for-housing-providers>

**CMHC Rental Market Report**

<https://www.cmhc-schl.gc.ca/professionals/housing-markets-data-and-research/market-reports/rental-market-reports-major-centres>

**CMHC Co-Investment for New Construction**

<https://www.cmhc-schl.gc.ca/professionals/project-funding-and-mortgage-financing/funding-programs/all-funding-programs/co-investment-fund/co-investment-fund-new-construction-stream>

**BC Housing's Guide to Building Handover**

[Guide to Building Handover \(bchousing.org\)](https://www.bchousing.org/guide-to-building-handover)

**BC Housing's Supplementary General Conditions for Architectural Services**

<https://www.bchousing.org/about/doing-business/supplier-centre/construction-contracts>

**BC Housing's Supplementary General Conditions for General Contractors CCDC contracts and Notice of Changes to BC Housing Supplementary General Conditions**

<https://www.bchousing.org/about/doing-business/supplier-centre/construction-contracts>



**APPENDIX 12 – NOT USED**

**APPENDIX 13 – EMPLOYMENT FOR EQUITY SEEKING GROUPS**

<b>Equity Seeking Groups</b>	<b>Individuals for Employment Definition</b>
Indigenous Peoples	<i>First Nations, Métis, and Inuit people. Sometimes used interchangeably with ‘Aboriginal Peoples’.</i>
Racialized communities	<i>Refers to an individual or group of individuals including those who are non-white, including Chinese, South Asian, Black, Filipino, Latin American, Southeast Asian, Arab, West Asian, Japanese, Korean, other visible minorities and multiple visible minorities. Racialized communities also include Indigenous People of nations outside of Canada. Often used interchangeably with “Visible minority group”.</i>
Recent Immigrants and Refugees	<i>Immigrant: A person who has been granted the right to live in Canada by immigration authorities and has resided in Canada for less than 5 years. Refugee: A person who is forced to flee from persecution and who is located outside of their home country. A person who has been recognized as a refugee and who has been granted the right to live in Canada by immigration authorities.</i>
Persons with disabilities/ Disabled Persons	<i>A person with a long-term or recurring physical, mental, psychiatric, intellectual or sensory impairment which, in interaction with various attitudinal and environmental barriers, hinders their full and effective participation in society on an equal basis with others. This is a self-defined characteristic and does not require an external or formal recognition of disability.</i>
Women	<i>Self-identified</i>
Members of the LGBTQ2S+ community	<i>An acronym for lesbian, gay, bisexual, transgender, transsexual, queer, questioning, and 2-Spirit</i>
People identifying as experiencing other barriers to economic opportunity and participation (not included in other Equity-seeking group definitions)	<i>A person who identifies as experiencing barriers to their economic opportunity and participation. This could include but is not limited to, an individual with a previous criminal conviction, an individual who identifies as having a drug or alcohol addiction that has affected their ability to participate economically, a person who has experienced domestic violence that has affected their ability to participate economically, a person who is currently experiencing or has experienced homelessness within the last 5 years, single parents, social housing tenants, and youth aging out of the foster care system If an employee identifies themselves in this category, you may consider asking for more information on what they consider this barrier to be – this is voluntary information.</i>
Youth	<i>Individuals aged 29 and under</i>
Veterans	<i>A person who is serving or who has honourably served in the Canadian Armed Forces, the commonwealth or its wartime allies, or as a Regular Member of the Royal Canadian Mounted Police, or as a Peace Officer in a Special Duty Area or</i>

	<i>on a Special Duty Operation, or who has served in the Merchant Navy or Ferry Command during wartime.</i>
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#### **APPENDIX 14 – RESPONSE TEMPLATE**

- **PART A – Project Profile, Risks, Capital Budget, Operating Budget** *(in excel format)*  
(will be released at a later date via Addendum to this RFP)
- **PART B – Operations and EDIB** *(in word format)*  
(will be released at a later date via Addendum to this RFP)