



***Home and Community Care  
Residential Care and Assisted Living Campus***



**Part 2 of 2  
Assisted Living Component**

**This document outlines the criteria for Residential Care units and should be used with *Part 1 of 2, Residential Care Component* during the preparation of a Proposal.**

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## I. INTRODUCTION

Through the *Independent Living BC* (ILBC) program, BC Housing and Interior Health (“IH”) are seeking proposals to develop a Campus of Care in Kamloops

This document refers to the requirements for making a proposal for assistance from ILBC for the assisted living portion of a campus.

Proposals for the assisted living units must meet the following criteria:

- will be available for occupancy no later than December 1, 2008;
- will provide a home-like setting, specifically a self-contained living unit for each Tenant with a lockable door and the features necessary for independent living;
- will provide hospitality services including two meals a day, one of which is the main daily nutritious meal, housekeeping and laundry service once a week, and facilitation of social and recreational activities;
- will provide monitoring and 24-hour on-call emergency response system;
- will provide scheduled and unscheduled personal care services to assist the Tenants with the activities of daily living including transferring, moving around safely, assistance with personal hygiene, bathing, dressing, grooming, eating, and managing medications;
- will provide to the Tenants and IH a cost-effective, flexible and attractive assisted living option;
- will provide the Tenants and IH assisted living as part of a functional campus of care (i.e. will be co-located with residential care); and
- will be made available by the Proponent for a minimum of five years.

## II. BACKGROUND ON INDEPENDENT LIVING BC

The Province of British Columbia's *Independent Living BC — A Housing for Health Partnership* ("ILBC") is a program which brings together BC Housing and the five regional health authorities to improve the continuum of service options for British Columbia's elderly and disabled citizens (the "Tenants").

*Independent Living BC* emphasizes the principles of individuality, choice, dignity, privacy, and independence for individuals and assists the health authorities to provide the range of hospitality and personal care services individuals need in combination with affordable housing for low to moderate income persons.

Proposals that are based on existing assisted living, new construction or conversion of existing buildings will be considered if they offer units within the target timeframe preferred by IH.

Proposals for new construction or renovation of existing buildings should include sufficiently detailed information to facilitate a comparative evaluation with regard to the design and construction criteria specified in Appendix A. and with existing project proposals. This information should include design drawings and specifications, and a development schedule indicating when the new or renovated units will be available.

While the standard operating agreements will be five years, longer terms will be considered for new construction or renovation of existing buildings. Proponents should specify their preferred operating agreement duration, up to a maximum of 10 years.

Respondents to this RFP are encouraged to present submissions that are thorough in the descriptions of programs being offered. BC Housing and IH welcome proposals that are innovative, affordable, and support the principles of *Independent Living BC*.

Hospitality services refer to those services that are "hotel-like" in nature and must include two meals a day, one of which is the main daily nutritious meal, housekeeping and laundry services on a weekly basis, social and recreational opportunities, and a 24-hour emergency response system.

Personal care services refer to services that assist Tenants with activities of daily living ("ADLs") and specific nursing and rehabilitation tasks delegated under the provincial Personal Assistance Guidelines (Ministry of Health, January, 1997). Related skills include transferring, moving around safely, and assistance with personal hygiene, bathing, dressing, grooming, eating, and managing medications.

### III. THE TENANTS

All Tenants to be assisted through *Independent Living BC* will be identified and selected by IH. They will be seniors and/or adults with disabilities who are able to direct their own care and whose health will be better managed by support and care within a community setting rather than within a residential care setting.

Typical potential Tenants will be physically frail or have physical challenges and will need assistance in maintaining their independence. They are susceptible to becoming isolated living in their existing homes, often because of mobility problems and/or weak support networks. This isolation may lead to depression, neglect, and stress which become reflected in health symptoms.

The Tenants will require varying degrees of assistance with support and personal care at scheduled and/or unscheduled times throughout the day. They will have health or medical issues that are predictable. This means they will be able to be managed by scheduled professional care from their physician and/or Community Care clinician. They will be motivated and able to share responsibility for managing the risks, due to their frailty, of living in the community.

Each Tenant must meet the following criteria:

- is a beneficiary (i.e. eligible for health services in the Province of British Columbia;
- requires both hospitality and personal care services;
- is at significant risk in their current living environment; and
- has care needs most appropriately met in independent housing with some support services or assisted living environment.

People who are able to self direct their own care are cognitively capable of making decisions regarding their own care relevant to the specific task. They can communicate effectively, verbally or non-verbally through communication devices, so as to be understood by any authorized caregiver or spouse living with the Tenant. They have the ability to make informed, voluntary decisions regarding care requirements and participate in the development of their care plan, or alternatively make their needs known to the person they are living with who then participates in the development of that person's care plan. They are able to use the emergency response system and take direction in an emergency situation.

The Tenants, many of whom will have gross incomes of approximately \$1020 per month, will pay no more than 70% of their after-tax income for the accommodation and the support they need. (Some disabled adults younger than 65 years will have incomes of about \$800.)

The Tenant will be required to move out of their *Independent Living BC* unit if they meet one of the following criteria:

- has care needs that are more appropriately met in residential care;
- exhibits behaviours that jeopardize that Tenant's safety and well-being or the safety and well-being of others; or
- is not complying with the terms of his or her Residency Agreement or Managed Risk Agreement.

All Tenants will be assessed and selected for entrance to and exit from a rent supplement apartment by IH. The selected Tenants will be reviewed with the Operator prior to tenancy.

#### **IV. ACCOMMODATION AND SERVICES**

In an *Independent Living BC* environment, Tenants will need a home-like environment, hospitality services, and personal care.

##### **Home-like environment**

The accommodation must be a private space with a lockable entrance door. The design and construction criteria (See Appendix A.) will be used to evaluate the housing being offered in the proposals. These criteria will be used on a comparative basis to evaluate the various proposals. Those submissions that most closely match these criteria will score highest in this aspect of the proposal evaluation.

##### **Hospitality services**

Hospitality services refers to those services that are “hotel-like” in nature and include two meals a day, one of which is the main daily nutritious meal, housekeeping, laundry services, social and recreational opportunities, monitoring and a 24-hour emergency response system.

Hospitality services will be evaluated as follows:

###### 1. Food services

Preferably meal service will be restaurant style, that is with menu choices and some flexibility as to when Tenants can eat, and with the capacity to handle special dietary needs of Tenants, for example, with diabetes, diverticulitis or high cholesterol. As well as meeting the basic Food Safe preparation qualifications, the kitchen staff or those responsible for menu preparation should demonstrate the ability to plan nutritious, balanced meals.

###### 2. Housekeeping services

The standard for housekeeping and heavy laundry (linens and towels) is weekly service with periodic cleaning of carpets and drapes, and wipe up after spills and accidents.

###### 3. Social and recreational opportunities

The Operator is expected to facilitate the Tenant’s participation in social and recreational activities. That may mean organizing opportunities on-site or easy access to events off-site. These opportunities should be regular and involve the Tenants who may choose to influence the nature of the activities.

###### 4. Emergency on-call service and monitoring

The Operator must provide 24-hour emergency on-call response through a staff person preferably on-site. Where the Operator has staff on duty 24 hours a day, for example to provide personal care, no additional staffing is required.

Neither “monitoring” nor “on-call emergency support” imply medical expertise.

“Monitoring” means the Operator’s staff are sensitive, in the course of everyday interaction with the Tenants, to any signs of concern which should be raised with the Tenant, family and/or the IH staff responsible for the Tenant’s care. “On-call emergency support” means the ready availability, preferably on-site, of a person able to respond when a Tenant is experiencing difficulties, and able to follow a protocol established by IH, depending on the nature of the difficulty.

## V. PERSONAL CARE SERVICES

All Tenants will also require some level of personal care services. Personal care services means those services that assist a person with the activities of daily living and specific nursing and rehabilitation tasks delegated under the provincial Personal Assistance Guidelines (Ministry of Health, January, 1997). Related skills include transferring, moving around safely, and assistance with personal hygiene, bathing, dressing, grooming, eating, and managing medications.

All Tenants in assisted living must meet the following requirements:

- require one, *but not more than two*, prescribed services (see next section directly below) and/or be at significant risk in their current living situation
- require all three services, *housing, hospitality and personal care*
- be able to direct own care

“Prescribed Services” are defined by the Assisted Living Registrar and include the following:

- Assistance with the “activities of daily living” (ADL’s)
- Medication Administration & Monitoring
- Maintenance or Management of Cash, Resources or Property
- Intensive Physical Rehabilitation
- Psychosocial Rehabilitation
- Monitoring of Food Intake or Therapeutic Diets
- Structured Behavioral Program

The standards for evaluating the provision of personal care services are:

1. philosophy of personalized assistance which reflects an understanding of the target population;
2. staff with the skills to serve the target population (including educational and training requirements and/or opportunities for staff);
3. staffing history to indicate good potential for consistency of care;
4. processes in place to provide quality assurance, accountability to Tenants, and risk management including Managed Risk Agreements;
5. ability to meet unscheduled personal care needs of Tenants.

## VI. THE ASSISTANCE AVAILABLE

The Tenants will pay no more than 70% of their after-tax income for the accommodation, hospitality, and personal care services they require. For example a Tenant with a monthly income of \$1020 will pay \$714 for their rent and hospitality services.

BC Housing and IH will together provide monthly funding to the Operator to bridge the gap between what each Tenant will pay and the price agreed with the Proponent.

Please use Appendix C. Operating Budget Expense Allocations to provide a breakdown to allow the Funding Partners to determine their share of the financial assistance.

## VII. RESPONSIBILITIES

### IHA Responsibility

The IHA is required to:

- determine if a Tenant meets the move in/move out criteria, authorizing a Tenant's entry into and exit from *Independent Living BC* and determining the nature and amount of services to be provided to Tenants;
- establish a process for the resolution of disputes between IH and the Operator(s);
- establish policies respecting the delegation of specific nursing and rehabilitation tasks to the Operator's staff which are consistent with the provincial Personal Assistance Guidelines; and
- advise clients of the home care services that will be authorized to assist the client to remain at home until they move into an *Independent Living BC* residence or should the client choose not to move into an *Independent Living BC* residence.

### Operator Responsibility

The Operator is required to:

- negotiate individual Residency Agreements with each Tenant in the independent living residence;
- negotiate, when necessary and in partnership with IH, behaviour specific Managed Risk Agreements with Tenants;
- be registered under the *Community Care and Assisted Living Act*; and
- have processes to ensure quality of care and services including:
  - Tenant input into services;
  - Tenant dispute resolution; and
  - Tenant abuse prevention.

### Tenant Responsibility

The Tenant is required to:

- assume and retain maximum personal responsibility for their own health and well-being, and maximum involvement in decision-making;
- direct and participate in their own care;
- pay for assessed applicable costs; and
- pay for additional support services desired by the Tenant such as having a companion attend on medical or social outings.

## VIII. PROPOSAL REQUIREMENTS

The Proposal section(s) addressing the requirements of this section, being **Part 2 of 2, Section IX, Submission Contents Assisted Living Component** must follow the format on of this section.

- Proposals are to be submitted, with written information on 8 1/2" x 11" paper, and any drawings or renderings on paper which is no less than 11" x 17" and which must be clearly legible. Each page is to be numbered and clearly marked with the Proponent's name.

Proponents must submit **ten (10)** identically printed copies of the Proposal and one identical copy in electronic format. If there is a discrepancy between the printed and electronic copies the printed copy will take precedence. The electronic copy must meet the following specifications:

- PDF format which can be read by Adobe Acrobat Reader Version 5.0 or newer (electronic copies of the Proposal sent by e-mail will not be accepted);
- PDF Page sizes must be the same as required for hard copy (see above); and
- Stored on one read only compact disk.
- Proposals received after the due time and date will not be evaluated.

Documents must be submitted:

- To the contact and location identified on the front cover of this document;
- **By 14:00**
- **on March 16, 2006;** and
- In a package which clearly identifies this RFP number (**032RFP-IHACC06**), and the Proponent's name.

The Operator must submit a Letter of Committal in the form outlined in Appendix B.

If the Operator submits a proposal for new construction or conversion of existing privately owned and operated building, design drawings and outline specifications are required. Please forward one regulation size copy of design drawings and three copies on 11" x 17" paper. Please clearly provide answers to the questions in Section IX. Submission Contents e.g. "Information provided on drawings submitted". Provide four copies of the outline specifications. (Refer to Appendix A for details on the outline specification requirements.)

Section V. Submission Contents sets out the basic information required in a proposal and is followed by a sub-section entitled "**Support Documentation**". The sub-sections list information that should be submitted in the proposal if it is available.

## MANDATORY REQUIREMENTS

All proposals must meet the following requirements:

- The Operator must make available the required number of units in the community specified.
- The Operator must be able to secure the insurance coverage required by Interior Health (see Appendix F)

- The building must meet mandatory criteria as determined by BC Housing. (See Appendix B.)
- Proposals must be received by the date, time and location specified above
- Proposals must follow the format contained in **Section IX- Submission Contents** of the RFP.
- The Operator must submit a Letter of Committal in the form outlined in Appendix B.

**IX. SUBMISSION CONTENTS**

<p><b>(For internal use only)</b>  <b>BC Housing#</b> _____  <b>IH #</b> _____</p>
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**1.1 Letter of Committal**

Every proposal must be accompanied by a letter of committal. This letter should be on the letterhead or from the business address of the proponent and over the signature of an authorized signatory of the proponent. Please refer to the example outlined in Appendix B.

**2.1 Operator – Summary Information**

**Company / Society Name:**

\_\_\_\_\_  
 (Legal entity which will enter into the operating agreements.)

**Address:**

\_\_\_\_\_  
 \_\_\_\_\_ Postal code: \_\_\_\_\_

**Contact Person:**

\_\_\_\_\_

**Position:**

\_\_\_\_\_

**Telephone:**

\_\_\_\_\_

**Fax:**

\_\_\_\_\_

**Building Name:**

\_\_\_\_\_

**Building Address:**

\_\_\_\_\_  
 \_\_\_\_\_ Postal code: \_\_\_\_\_

**Legal description and PID numbers:**

\_\_\_\_\_  
 (Full legal description of the land with PID numbers.)

**Experience**

Indicate the number of units and years the company/society (“Proponent”) has operated any of the following:

_____	Units of independent seniors housing for	_____ years	1.
_____	Units of supportive housing (including hospitality services) for	_____ years	2.
_____	Units of assisted living (including hospitality and personal care services) for	_____ years	3.
_____	Units of residential care (licensed facility with 24-hour access to medical services) for	_____ years	4.
_____	Other units (specify) _____ for	_____ years	5.

**Insurance**

Summarize Proponent’s existing insurance coverage limits below:

- “All Risks” Property: \_\_\_\_\_ 6.
- “All Risks” Business Interruption: \_\_\_\_\_ 7.
- Comprehensive Boiler and Machinery (if applicable): \_\_\_\_\_ 8.
- Automobile Liability: \_\_\_\_\_ 9.
- Comprehensive General Liability: \_\_\_\_\_ 10.
- Professional Liability: \_\_\_\_\_ 11.

**Staff**

Existing staff of the building in which the proposed rent supplement apartments are located:

- \_\_\_\_\_ Full Time Employees (FTEs) for \_\_\_\_\_ units (total in project), including: 12.
- \_\_\_\_\_ Management and administrative staff 13.
- \_\_\_\_\_ Building maintenance staff 14.
- \_\_\_\_\_ Other staff including social/recreational activities co-ordinator, 15.
- \_\_\_\_\_ food preparation and service staff, housekeeping staff (please describe):
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_



**2.2 OPERATOR - SUPPORT DOCUMENTATION**

- 1. List of projects owned and operated by the Operator in the Province of BC, identifying the location, size, and type of project e.g. independent seniors, supportive housing/congregate living, residential care. 18.
- 2. References from:
  - Community, religious, service or volunteer organization or agency familiar with the Operator’s developments (letter or name and telephone number of contact person) 19.
  - Health authority, home support or medical staff (name and telephone number of person) 20.
- 3. Job descriptions and qualifications for all staff directly responsible for the Tenants including the manager and persons responsible for food preparation and the staff schedule. 21.
- 4. Description of all training programs the Operator delivers directly to its staff or any formal programs it requires that staff take. 22.
- 5. Mission statement or company philosophy. 23.
- 6. References from bank/financial institution. 24.

**3.1 PROPOSAL – SUMMARY INFORMATION**

This proposal is for units in (please check one):

<input type="checkbox"/>	Existing building	<input type="checkbox"/>	Number of units offered
<input type="checkbox"/>	Building to be converted	<input type="checkbox"/>	Estimated date for completion
<input type="checkbox"/>	New building	<input type="checkbox"/>	Estimated date for completion

The standard operating agreement is five years; however, longer terms will be considered for proposals for renovation of an existing privately owned and operated building. Please specify the minimum duration of the operating agreement [to a maximum of 10 years]. \_\_\_\_\_ Years

**Building location**

**Surrounding land use:**

<input type="checkbox"/>	Primarily residential	25.
<input type="checkbox"/>	Mixed residential/commercial	26.
<input type="checkbox"/>	Primarily commercial/institutional	27.

**Public transportation:**

<input type="checkbox"/>	Within 300 meters of a bus stop	28.
<input type="checkbox"/>	More than 300 meters to a bus stop. Specify distance: _____ meters	29.
<input type="checkbox"/>	Not available in community	30.
<input type="checkbox"/>	Other community transportation (please describe):	31.

If transportation is provided by the Operator, indicate costs: 32.

---

**Proximity to** (estimate distance in kilometers):

**Commercial services:**

- \_\_\_\_\_ Drug store 33.
- \_\_\_\_\_ Convenience store 34.
- \_\_\_\_\_ Food shopping 35.
- \_\_\_\_\_ Clothes/sundries 36.
- \_\_\_\_\_ Bank 37.

**Health services:**

- \_\_\_\_\_ Medical clinic or doctors' offices 38.
- \_\_\_\_\_ Dentist 39.
- \_\_\_\_\_ Hospital 40.

**Other services:**

- \_\_\_\_\_ Seniors recreation/social centre e.g. community centre 41.
  - \_\_\_\_\_ Library 42.
  - \_\_\_\_\_ Place of worship 43.
  - \_\_\_\_\_ Park 44.
  - \_\_\_\_\_ Other (please describe): \_\_\_\_\_ 45.
- 

**General building description**

**N.B. If the existing building is different from what is being proposed, please indicate the changes to be made in the Comment sections.**

	<u>Comments</u>	
_____ <b>Total number of units in building</b>		46.

**Building construction type:**

- \_\_\_\_\_ Wood-frame 47.
- \_\_\_\_\_ Non-combustible 48.

**Age:** \_\_\_\_\_ Years 49.

	<b><u>Comments</u></b>	
<b>Number of storeys:</b> _____	_____	50.

	<b><u>Comments</u></b>	
<b>Number of elevators:</b>	_____	51.
_____ Specify cab size(s)	_____	52.
_____ Automatic sliding doors	_____	53.
_____ Chairs/benches next to elevator	_____	54.

		<b><u>Comments</u></b>
Greatest distance an apartment is from an elevator?	_____ meters _____	55.
Greatest distance an apartment is from the exit stairs?	_____ meters _____	56.
Greatest distance an apartment is from the dining room?	_____ meters _____	57.
Greatest distance an apartment is from other common areas?	_____ meters _____	58.

**Building accessibility** (check or insert data as appropriate):

	<b><u>Comments</u></b>	
<b>Main entrance</b>		
_____ Is at grade (no steps or ramps)	_____	59.
_____ Is accessible by ramp	_____	60.
<b>Main door</b>		
_____ Manually open	_____	61.
_____ Automatic door opener	_____	62.
_____ Standard door closer	_____	63.
_____ Low resistance delayed action closer	_____	64.

**Building accessibility** (check or insert data as appropriate):

		<u>Comments</u>	
Corridor is	_____ Meters wide	_____	65.
Corridor has	_____ Full length handrails	_____	66.
Describe any changes in levels that occur within the building on the first floor of the building, i.e. any steps or ramps.			67.
_____			
_____			
_____			

**Life-safety and security systems:**

		<u>Comments</u>	
_____	Audible fire alarm system	_____	68.
_____	Visual fire alarm system	_____	69.
_____	Hard-wired smoke detectors in units	_____	70.
_____	Sprinkler system	_____	71.
_____	On-call system. (please describe):	_____	72.
_____			
_____	Emergency generator	_____	73.
_____	Emergency lighting	_____	74.
_____	Appropriate exit signage	_____	75.
_____	Posted fire plans	_____	76.
_____	Alternate exits	_____	77.
_____	Areas of refuge	_____	78.
_____	Intercom/entry system	_____	79.
_____	Desk at main entrance	_____	80.
_____	Security camera(s)	_____	81.

**Kitchen:**

	<u>Comments</u>	
_____ Commercial standard full-service	_____	82.
_____ Servery capacity only	_____	83.

**Dining room(s) seating capacity:**

	<u>Comments</u>	
_____ size	_____	
_____ sq. m.	_____	84.

**Lounge(s) seating capacity:**

	<u>Comments</u>	
_____ size	_____	
_____ sq. m.	_____	85.

**Bathing room(s):**

	<u>Comments</u>	
_____ Indicate how many.	_____	
_____ size	_____	
_____ sq. m.	_____	86.

**Describe bathing equipment type:**

_____	_____	87.
_____	_____	
_____	_____	

**Laundry equipment:**

	<u>Comments</u>	
<b>Number of washing machines</b>		88.
_____ units	_____	
<b>Number of dryers</b>		89.
_____ units	_____	

What laundry facilities are available on-site for the Tenant's personal use? Please explain. Is there a charge?

_____	_____	90.
_____	_____	
_____	_____	

**Other amenity space(s):**

		<u>Comments</u>	
_____	TV room	_____	91.
_____	Library	_____	92.
_____	Hobby (arts and crafts) room	_____	93.
_____	Equipped exercise room	_____	94.
_____	Workshop	_____	95.
_____	Scooter storage	_____	96.
_____	Scooter charging	_____	97.
_____	Other (please describe):	_____	98.

**Description of the apartments**

**Number of units by type:**

		<u>Comments</u>	
_____	Bed sitting units	sq. m.	99.
_____	Studio units	sq. m.	100.
_____	One-bedroom units	sq. m.	101.
_____	Two-bedroom units	sq. m.	102.
_____	<b>Total Units</b>		103.

**Unit accessibility:**

**Comments**

Suite entry door		
_____ mm wide	_____	104.
_____ lever passage set	_____	105.
_____ low resistance delayed action door closer	_____	106.
<b>Bathroom</b>		
_____ door _____ mm wide	_____	107.
_____ lever passage set	_____	108.
_____ size _____ sq. m.	_____	109.
_____ sink taps lever	_____	110.
_____ roll-in shower	_____	111.
_____ step-in shower	_____	112.
_____ hand-held shower head	_____	113.
_____ side-entry bath	_____	114.
_____ standard bath	_____	115.
_____ bath / shower taps lever	_____	116.
<b>Grab bars</b>		
_____ bath / shower	_____	117.
_____ next to toilet	_____	118.
<b>Bath / Shower bottom surface</b>		
_____ slip resistance	_____	119.
<b>Height of toilet</b>		
_____ mm	_____	120.
<b>Kitchen</b>		
_____ tap levers	_____	121.
<b>Please describe unit floor surface coverings:</b>		122.
_____		
_____		
_____		

**Unit appliances:**

		<u>Comments</u>	
_____	Refrigerator _____ bar size	_____	123.
_____	_____ full size	_____	124.
_____	Stove/oven	_____	125.
_____	Stove over-ride switch	_____	126.
_____	Range top	_____	127.
_____	Microwave	_____	128.
_____	Dishwasher	_____	129.
_____	Washer/dryer	_____	130.

**Other:**

		<u>Comments</u>	
_____	Wired for telephone	_____	131.
_____	Wired for cable	_____	132.
_____	Wired for satellite	_____	133.
_____	Air conditioning	_____	134.
_____	Temperature control	_____	135.
_____	Enterphone system	_____	136.
_____	En-suite storage	_____	137.
_____	_____ sq. m.	_____	

**Description of outdoor amenity spaces**

		<u>Comments</u>	
_____	Fenced lawn or courtyard	_____	138.
_____	Benches	_____	139.
_____	Lawn furniture	_____	140.
_____	Garden plots for Tenants	_____	141.
_____	Rooftop garden	_____	142.
_____	Other (please describe)	_____	143.

**Description of support services**

Briefly describe Tenants whom the Operator anticipates will be living in the *Independent Living BC* units and the type of hospitality services they will require.

	144.

**N.B. If the hospitality services that the Operator is delivering at present are different from what the Operator is proposing to deliver, please explain in the Comment sections below.**

**Basic meal package includes** (check as appropriate):

	<u>Comments</u> (Describe how meals are served.)
_____ Breakfast _____	145.
_____ Lunch _____	146.
_____ Dinner _____	147.

**Food services** (check as appropriate):

	<u>Comments</u>
_____ Scheduled seating (indicate time periods for breakfast, lunch and dinner)	148.
_____ Open seating (indicate time periods for breakfast, lunch and dinner)	149.
_____ Menu, typically with _____ Main entrée choices	150.
_____ Ability to meet special dietary needs e.g. for diabetics	151.
_____ Prepared on-site	152.
_____ Prepared off-site; reheated on-site	153.
_____ Daily snacks/baking provided	154.
_____ Capacity for Tenant’s guests and family dining	155.
_____ Opportunity for Tenant input to menu (Please describe.)	156.

How are meals provided to Tenants who are ill? Please explain. 157.

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Explain how the Operator ensures the nutritional requirements of the Tenants are met. 158.

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**Housekeeping services**

Please indicate which of the following tasks will be included in the regular basic housekeeping services within **Tenant’s suites** and the frequency of them being performed.

	<u>Comments</u>	
_____ Vacuum	_____	159.
_____ per _____	_____	
_____ Dust	_____	160.
_____ Per _____	_____	
_____ Clean kitchen and bathroom sinks, tubs, showers, and toilets	_____	161.
_____ per _____	_____	
_____ Wash all tile floors	_____	162.
_____ per _____	_____	
_____ Clean stove, refrigerator, microwave, etc.	_____	163.
_____ per _____	_____	
_____ Launder towels and linens	_____	164.
_____ per _____	_____	

Other (Please specify.): 165.

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Please indicate which of the following tasks are included with the regular housekeeping services for the **common areas** and the frequency of them being performed.

	<u>Comments</u>	
_____ Clean dining room	_____	166.
_____ per _____	_____	
_____ Vacuum common hallways	_____	167.
_____ per _____	_____	
_____ Vacuum common room	_____	168.
_____ per _____	_____	
_____ Clean common bathrooms	_____	169.
_____ per _____	_____	
_____ Wash tile flooring	_____	170.
_____ per _____	_____	
_____ Clean common care spaces	_____	171.
_____ per _____	_____	
_____ Wash exterior windows	_____	172.
_____ per _____	_____	
_____ Clean common area fridges, microwaves, stoves, coffee makers, etc.	_____	173.
_____ per _____	_____	

Are any or all of the hospitality services sub-contracted? Please provide details. 174.

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**Description of recreational and social activities**

Please check which of the following activities are organized by the Operator:

	<u>Comments</u>	
_____ exercise classes	_____	175.
_____ weekly	_____	
_____ monthly	_____	
_____ newsletter	_____	176.
_____ weekly	_____	
_____ monthly	_____	
_____ organized cards, darts, shuffleboard or bingo	_____	177.
_____ weekly	_____	
_____ monthly	_____	
_____ musical entertainment/ dancing	_____	178.
_____ weekly	_____	
_____ daily	_____	
_____ scheduled tea	_____	179.
_____ weekly	_____	
_____ special outings/trips	_____	180.
_____ monthly	_____	
_____ annually	_____	
_____ scheduled transportation to shopping	_____	181.
_____ weekly	_____	
_____ monthly	_____	
_____ other	_____	182.

How is the provision of these services communicated to Tenants? 183.

\_\_\_\_\_

\_\_\_\_\_

What special equipment or resources (if any) is available to facilitate these activities? 184.

\_\_\_\_\_

\_\_\_\_\_

Please outline any costs to the Tenant for accessing social and recreational activities. 185.

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Please indicate the skill levels of individuals offering these services and any specialized training that they may receive. 186.

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Please describe the quality and performance indicators utilized for hospitality services. 187.

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**Description of personal care services**

Will personal care services be provided: 188.

\_\_\_\_\_ by the Operator OR \_\_\_\_\_ by subcontracted third party

If the Operator currently provides personal care services to the existing Tenants, indicate the approximate average number of hours provided per Tenant:

\_\_\_\_\_ 10 hours per month 189.

\_\_\_\_\_ 15 hours per month 190.

\_\_\_\_\_ 20 hours per month 191.

\_\_\_\_\_ 30 hours per month 192.

\_\_\_\_\_ Other (specify): \_\_\_\_\_ 193.

**Monitoring and 24-hour on-call emergency response system comprises:** (indicate call system, staff backup and specific location of staff, either on-site or distance off-site) 194.

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Please describe the Operator’s philosophy of care. 195.

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Briefly describe the type of Tenants who the Operator anticipates will be occupying the units and the kind of care that they will require. 196.

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Indicate the education and training of staff persons providing the personal care services. 197.

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Indicate the ongoing training and education plan that would be undertaken to ensure that all staff remains current in developments related to the provision of care for Tenants. 198.

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Indicate the length of time each staff person providing personal care services has worked for the Operator.

199.

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Briefly describe the personal care services that staff can provide to Tenants. Are these personal care services combined with hospitality services in multi-task roles?

200.

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Outline how the Tenants will be involved in decisions that effect them.

201.

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Outline the role of family, friends and other caregivers in the provision of care.

202.

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Indicate the Operator's policies for development, implementation, and monitoring of Managed Risk Agreements.

203.

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Please describe the quality and performance indicators utilized for personal care services.

204.

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### 3.2 Proposal - Support Documentation

- |  |      |
|--|------|
| 1. Neighbourhood plan indicating proximity of building to amenities, including food shopping, medical offices, public transportation, and social/recreational centres. | 205. |
| 2. Proposed ground floor (or amenity floor) plan.  | 206. |
| 3. Proposed dimensioned unit plan(s), preferably with schematic furniture layouts.   | 207. |
| 4. Description of the social/recreational programs that are proposed for Tenants in this building.   | 208. |
| 5. Fire / emergency plan for the building.   | 209. |
| 6. Typical menu over a monthly cycle.  | 210. |

### 4.0 Schedule of Unit Availability

Please estimate which months the Operator’s units can begin to be made available:

<u>Month</u>	<u>Number of Units</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

### 5.0 Price – Summary Information

It is recognized that some proponents may choose to use their resources to support more than one element of the services, for example, multi-tasking support workers across hospitality and personal care or managers across housing and hospitality. This creativity and flexibility is encouraged and proponents in these circumstances are requested to identify this in their operating plan and to allocate nominal costs across the components in this section.

Please use Appendix C. Operating Budget Expense Allocations to provide a breakdown to allow the Funding Partners to determine their share of the financial assistance.

Unit Description	Number of Units	Price per Unit (\$)
Studio		
One-bedroom		

## **X. EVALUATION OF THE PROPOSALS, CONTRACT AWARD AND ADMINISTRATION**

General terms and conditions are attached as Appendix G.

### **Evaluation**

BC Housing and IH will use the criteria and weighting attached to evaluate the proposals received. As part of the evaluation process, the evaluation team (representatives of BC Housing and IH) may tour the building being proposed and may request an interview with the Operator's manager responsible for the building where the units are located. This visit will be organized through the contact person indicated in the proposal.

### **Clarification of Proposal**

BC Housing and IH reserve the right to request the clarification of the contents of any proposal. BC Housing and IH may require Operators to submit supplementary documentation clarifying any matters contained in their proposals and may seek the respective Operator's acknowledgement of that interpretation. BC Housing and IH are not obliged to seek clarification of any aspect of a proposal.

Any written information received by the BC Housing and IH from an Operator pursuant to a request for clarification as part of the RFP process shall be considered as an integral part of the proposal.

### **Deemed Acceptance of Provisions**

All of the terms, conditions and provisions of this RFP are deemed to be accepted by each Operator responding and incorporated into each Operator's proposal by this reference.

### **Operator's Expenses**

Operators are solely responsible for their own costs and expenses in preparing or presenting their proposal and for subsequent negotiations with BC Housing and IH, if any. Neither BC Housing nor IH is liable to pay such costs and expenses or to reimburse or compensate an Operator under any circumstances.

### **Notifying all Proponents of the Outcome**

Proponents will be notified in writing of the status of their responses within a reasonable period of time after award. Unsuccessful Proponents may request a debriefing from the Authority. The Authority may, at its absolute discretion, provide such a debriefing, at which time, the Authority may advise the Proponent, in a general manner, the reason for the non-acceptance of the Proponent's response

### **Award and Terms of the Agreement**

BC Housing and IH will each enter into an agreement with the Operator for five years for an existing facility, and a ten-year agreement for a newly constructed facility.

These two operating agreements (See Appendix E for BC Housing's Operating Agreement.) will set out each party's responsibilities and obligations, the standards of service to the Tenants, the admissions and exit procedures, the process for adjusting assistance based on changes in the Tenants' incomes, the monitoring and accountability requirements, and the termination clause.

**Performance and Accountability**

BC Housing and IH will regularly inspect and review the building, the rent supplement apartments, and the services provided to ensure compliance with the operating agreements.

## APPENDIX A - DESIGN AND CONSTRUCTION STANDARDS FOR ASSISTED LIVING

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The design and construction standards are listed in two categories: *mandatory* and *desirable*. To be considered for this proposal call, the *mandatory* standards must be provided or the application will be rejected. Buildings that do not currently meet the mandatory requirements may propose to incorporate them through renovation or retrofit.

The *desirable* features will be used as a reference to evaluate all proposals. Although proposals are not required to meet these criteria, they will be evaluated on the basis of how close they come to meeting these desirable features. Buildings that include more of the features in the *desirable* category will score higher in the “Building” component of the evaluation, relative to other projects.

### Outline Specifications

In a new construction or conversion proposal, outline specifications are required. The outline specifications should include:

- Brief description of the assembly or system (If applicable, describe retrofit work.)
- Basic materials, products, or equipment.
- Regulatory standard, quality assurance, or reference standard, if applicable, for example, sprinklers to NFPA 13, asphalt shingles with 5-year RCABC guarantee.
- Any deviations from Appendix A.

The building systems and assemblies that need to be described in the above manner are:

#### 1. Building Structure

Construction type (non-combustible, combustible)

Foundation type

Typical construction assemblies of exterior wall, party wall, corridor wall and floor assembly

#### 2. Building systems

**Mechanical:** Heating, cooling, ventilation for suites and common areas, sanitary system, domestic hot water, plumbing fixtures

**Electrical:** Power supply, lighting, emergency lighting, emergency generator, exit signs

**Fire and life safety:** Sprinkler systems, fire alarm system

**Communications:** Emergency response, entry phone, telephone, cable TV, data communications

**Elevator:** Number and capacity (or weight)

#### 3. Finishes

Typical floor, wall and ceiling finishes for Tenant suites and common areas

## **MANDATORY DESIGN AND CONSTRUCTION STANDARDS**

### **M.1 Accessibility - Building**

The building, including the main entrance, circulation, amenity spaces and the entry to all rent supplement dwelling units, shall facilitate easy access for frail seniors and people with disabilities.

### **M.2 Accessibility - Dwelling Unit**

Dwelling unit shall have sufficient clearances, particularly in the bathroom, to facilitate easy access for frail seniors and people with disabilities who require the use of mobility aids such as walkers and assistance by care aides.

Grab bars shall be provided at the shower or tub and the toilet and shall be securely mounted.

Shower or bathtub shall have a non-slip surface.

### **M.3 Dwelling Unit - Features**

Dwelling unit shall be self-contained with a lock on the entry door.

Dwelling unit shall include a three-piece bathroom with sink, toilet, and shower or bathtub, and sleeping / living area.

### **M.4 Life-Safety Systems**

Sprinklers and fire alarm system shall be provided in both common areas and dwelling units in compliance with NFPA 13 or NFPA.

Dwelling unit shall be equipped with hard-wired, in suite audible smoke alarms or detectors.

### **M.5 Emergency Response System and Monitoring**

Dwelling unit shall be provided with an emergency response system.

## DESIRABLE DESIGN AND CONSTRUCTION STANDARDS

### D.1 Location, Building Form and Site Planning

Location - close to services such as shopping and public transportation.

Site Topography - flat or gently sloping site with landscaped outdoor spaces, accessible pedestrian walkways and parking.

Building Entry - weather-protected passenger drop off area at the building entry.

Building Layout – administrative, amenity and hospitality spaces grouped for efficiency and social interaction.

Outdoor Amenity - weather protected outdoor amenity area with wheelchair access from the in-door common amenity area.

### D.2 Accessibility – Building

Building Entry - should comply with the current BC Building Code requirements for accessibility, for example, a minimum 864 mm (2'-10") wide door, level entry area, minimum 1200 mm (4'-0") vestibule clearance; latch side clearance – 610 mm (2'-0") door swing toward, 305 mm (1'-0") door swing away.

Building Entry Door - auto opener with buttons in an accessible location at interior and exterior.

Exit Stairs - minimum 1100 mm (3'-7") wide with handrails both sides.

Corridors - 1524 mm (5'-0") wide with handrails on both sides. Bright and evenly lighted for visibility.

Elevator - two accessible, 1134 kg. (2500 lb.) capacity elevators are preferred for all buildings that are two stories and higher.

Elevator Features - interior dimensions 2032 x 1295 mm (80 x 51 in.) minimum; handrails in cab; large format buttons mounted at accessible height; high level of illumination; automatic recall when fire alarm is activated.

Elevator Lobby - main floor lobby to have adequate clearance for peak traffic times, minimum 3.0 m (10'-0") clearance to elevator; typical floor lobbies minimum 1.8 m (6'-0") clear.

### D.3 Accessibility - Dwelling Unit

Suite Entry Door - if a closer is required at suite entry door, provide low resistance closer. Provide paddle type deadbolt at interior.

Bathroom - 914 x 1524 mm (3 x 5 ft.) shower is preferred for accessibility. Shower or tub should have an adjustable height, telephone type shower fixture.

Bathroom Grab Bars - grab bar layout in compliance with CMHC *Housing for Persons with Disabilities* or other recognized standard. Install grab bars in lieu of towel bar.

Doors - all doors minimum 864 mm (2'-10") wide, with latch side clearance as noted in item D.2 above and lever handles.

Turning Radius - provide 1500 mm (5 ft.) turning radius at the entry, bathroom, sleeping and living areas and 914 mm (3'-0") clear for circulation.

#### **D.4 Dwelling Unit - Features**

Area - 51.1 m<sup>2</sup> (550 ft<sup>2</sup>) one-bedroom unit.

Kitchen - kitchen area provided with refrigerator, sink, cooking facilities, and kitchen cabinetry.

Water Temperature - domestic hot water system and/or sinks, bathtubs and showers for use by tenants shall be provided with temperature controls to prevent scalding.

Unit Temperature - individual controls e.g., a wall-mounted thermostat in each unit to permit heating system control by Tenant.

Other features such as in-suite storage or balcony / patio that increase independence or amenity.

#### **D.5 Common Areas**

Administration and Staff - offices and staff rooms adequate to the staffing model.

Amenity - entrance lobby, lounge and activity rooms. Separate active and passive lounges and activity rooms are preferred, approximately 0.93 m<sup>2</sup> (10 ft<sup>2</sup>) / dwelling unit for the tenant lounge and activity rooms.

Hospitality - commercial kitchen / servery and a common dining room with seating for 75% of tenants. Common laundry rooms are preferred on each floor with a small sitting area adjacent.

Personal Care Services - assisted bathing, hairdressing, podiatry, visiting consult room.

Service Rooms - scooter storage; tenant storage if in suite storage is not available; garbage.

#### **D.6 Life-Safety Systems**

Compartmentalization - a fire separation at the mid-point of the corridor on each floor consisting of a fire door and hold open device connected to the fire alarm system.

Exiting - 1524 mm (5'-0") wide corridors and 1100 mm. (3'-7") wide exit stairs, handrails on both sides of the exit stairs, high level of illumination for regular and emergency lighting at the corridor and stair, tactile warning strips at the landings.

Detection - provision for visual fire alarms for the hearing impaired (strobes) in all suites and common areas; a recorded voice message with the fire alarm; the activation of the in-suite smoke alarm displays at the annunciator panel, corridor and/or the emergency call system.

Smoke Control - corridor pressurization on activation of in-suite alarms to provide 100% fresh air and to limit smoke migration into the corridor. Electronic suite entry door closers, activated by a smoke detector in the unit.

Note: These measures exceed the BC Building Code requirements for group C residential occupancy, but they are recommended to address the needs of *Independent Living BC* Tenants.

#### **D.7 Emergency Response System and Monitoring**

All rent supplement dwelling units and common areas to be provided with telephone and electrical outlet for installation of Tenant activated, wireless, monitored emergency response system.

Continuous monitoring of the response system to be provided by a monitoring agency. System to permit local signal to be transmitted via pager or cellular phone to staff.

**APPENDIX B – LETTER OF COMMITTAL**

Sample

Date: \_\_\_\_\_

Sylvia Weir  
Director, Strategic Business Development  
Interior Health Authority  
1440 14<sup>th</sup> Avenue  
Vernon, BC  
V1B 2T1

Ashley Chester  
Co-ordinator, Program Implementation  
BC Housing  
601 – 4555 Kingsway  
Burnaby, BC V5H 4V8  
Attention: Manager, Program Development

**Re: Request for Proposals**

I, (name) am the (position) of (company or corporate entity), the Proponent of the attached Proposal. I have the authority to submit this Proposal and bind and make representations for the Proponent. Through submission of this Proposal, we agree to all the terms and conditions of the Request for Proposals and we agree to be bound by statements and representations made in this Proposal.

We understand that our Proposal is subject to the *Freedom of Information and Protection of Privacy Act* under which applicants can request that provincially-funded bodies, such as BC Housing, release information on the allocation of provincial program funds. Records can be withheld if their disclosure would be harmful to the business interests of the provincial body or the party with which it is doing business; however, in the case of a dispute, the final decision is made by the Information and Privacy Commissioner.

We certify that we do not have any actual or potential conflict of interest between our interests and the interests of BC Housing and Interior Health under this Request for Proposals process and that there is no collusion or arrangement between the Proponent and other Proponents in connection with this Proposal. We acknowledge that if a conflict exists, BC Housing and Interior Health may, at their discretion, withhold consideration of our Proposal.

We authorize and consent to BC Housing and Interior Health receiving and exchanging with others, including credit bureaus, the references provided in the Proposal, and with other persons with whom we have had dealings, credit and other information about us. We understand that such information will be a factor in the decision of BC Housing and Interior Health to enter into agreements for this Request for Proposals.

Proponent’s legal name: \_\_\_\_\_

Authorized Officer: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX C - OPERATING BUDGET EXPENSE ALLOCATIONS**

Expense	ILBC Units	Private Units	Total
<b>Direct Care</b>			
Assisted Living Leader (day)			
Assisted Living Worker (eve)			
Assisted Living Worker (night)			
Purchased Service (education)			
<b>TOTAL WAGES</b>			
<b>Accommodations (in-direct)</b>			
Chef			
Plant Maintenance			
Equipment Maintenance			
<b>TOTAL INDIRECT WAGES</b>			
<b>Non Wage</b>			
Food Costs			
Activity / transport			
Housekeeping/Laundry Supplies			
Maintenance Supplies			
Registrar application and annual cost			
<b>TOTAL NON WAGES</b>			
<b>Administration</b>			
Assisted Living Leader			
Leader Education			
<b>TOTAL ADM WAGES</b>			
<b>Non Wage</b>			
Office overhead/supplies			
Audit & Legal Fees			
Travel / Accommodations			
Mentorship Fee			
Service Insurance (liability)			
Building Insurance			
Utilities			
Utilities: Heating & Hot Water			
Utilities: Electrical			
Utilities: Garbage Removal			
Utilities: Water & Sewer			
Replacement Reserve Provision			
Property Tax and Licenses			
Mortgage Principal & Interest			
Other (Please Specify)			
<b>TOTAL NON WAGES</b>			
<b>TOTAL EXPENSES</b>			

## APPENDIX D EVALUATION CRITERIA AND WEIGHTING

Each submission will be evaluated relative to all others received. Proposals which do not meet all of the mandatory requirements will not be scored.

Category	Weighting
<b>Mandatory Requirements:</b> <ul style="list-style-type: none"> <li>• Submission received by deadline</li> <li>• Letter of committal</li> <li>• Mandatory design features</li> </ul>	Pass/Fail
<b>Proponent Capacity:</b> <ul style="list-style-type: none"> <li>• Experience and Strength of Corporate Team</li> <li>• References</li> <li>• Quality Improvement</li> <li>• Relationships with Communities</li> </ul>	
	20
<b>Housing Base:</b> <ul style="list-style-type: none"> <li>• Location</li> <li>• Amenities (interior and exterior)</li> <li>• Unit features</li> <li>• Overall accessibility - common areas and units</li> <li>• Life safety and security</li> </ul>	
	25
<b>Hospitality Services:</b> <ul style="list-style-type: none"> <li>• Food services</li> <li>• Housekeeping services</li> <li>• Recreational and social activities</li> </ul>	
<b>This section must score 50% or greater.</b>	20
<b>Personal Care Services:</b> <ul style="list-style-type: none"> <li>• Philosophy of care</li> <li>• Services Offered</li> <li>• Staff qualifications, experience and training</li> <li>• Respect for Tenants and family</li> <li>• Staffing levels (including 24 hour response and monitoring)</li> </ul>	
<b>This section must score 50% or greater.</b>	35
<b>Business Case (financially feasible to both funding partners)</b>	Pass/Fail

## **APPENDIX E - LANDLORD OPERATING AGREEMENT**

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### **RENT SUPPLEMENT**

### **LANDLORD OPERATING AGREEMENT**

### **HEALTH AUTHORITY SELECTS OCCUPANTS**

# DRAFT

**THIS OPERATING AGREEMENT** dated for reference

**BETWEEN:**

(the "Landlord")

**AND:**

**BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION**  
Suite #601 - 4555 Kingsway, Burnaby, British Columbia V5H 4V8

("BC Housing")

with respect to a housing development at XX, British Columbia (the "Development").

### **BACKGROUND**

- A. Independent Living BC encompasses two types of housing: independent housing with some support services and assisted living for those who need a greater level of care. Independent Living BC offers a middle option between home care and institutional care. Independent Living BC provides subsidized housing and a range of other services, to low and moderate income Tenants that are Seniors or Persons with a Disability, in order to facilitate such Tenants to remain independent for as long as they are able.
- B. The Landlord owns and/or operates the Development and wishes to receive Rent Supplement payments in return for providing Independent Living BC units to low and moderate income Seniors or Persons with a Disability.
- C. BC Housing wishes to provide Rent Supplement payments to the Landlord in order to assist low or moderate income Seniors or Persons with a Disability obtain Independent Living BC accommodation.
- D. Under a separate agreement with the Landlord, (the "Health Agreement"), the Health Authority will select and provide Tenants for the Designated Units and will also provide for personal care services to the Tenants.

## AGREEMENT

The parties agree as follows for the Term of this Agreement:

### PART 1 ROLES AND RESPONSIBILITIES OF THE LANDLORD

**Role of the Landlord.** The Landlord will manage the Development and the Rent Supplements in a proper, efficient and timely manner.

**Management Organization.** The Landlord will establish a well organized management structure, policies and procedures that ensure that the Rent Supplements are well managed and will ensure all relevant staff are fully aware of such policies and procedures and the terms of this Agreement.

**Maintenance.** The Landlord will maintain the Development in a state of good repair for the benefit of the Tenants and the community in which the Development is located, and in particular will:

- ensure that the Development complies with all applicable statutory health and safety standards; and
- ensure that fire regulations are observed and that fire inspections are carried out regularly by the appropriate authorities.

**Tenants.** The Landlord will:

- serve Tenants promptly and courteously, with clear and informative communication;
- provide each Tenant with access to information concerning that Tenant and protect the privacy of Tenants; and
- treat the Tenants in the same manner and afford them the same facilities and privileges as are afforded all other persons living in the Development.

### PART 2 ROLES AND RESPONSIBILITIES OF BC HOUSING

**Rent Supplement.** BC Housing will pay the Rent Supplement to the Landlord in a timely manner in accordance with this Agreement for the Term.

**Monitor Operations.** BC Housing will monitor the operation of the Development and the Landlord's use of the Rent Supplement in accordance with this Agreement.

### PART 3 UNIT SELECTION AND TENANTS

**Unit Selection.** During the Term, the Landlord will ensure that X Units in the Development are occupied by, or are available to be occupied by, Tenants selected by the Health Authority pursuant to the Health Agreement (the "Designated Units").

**Proof of Annual Income for Calculation Purposes.** Unless otherwise directed by BC Housing, the Landlord will obtain a declaration (an "Application Form") and supporting documentation as evidence of the Annual Income for Calculation Purposes of that Tenant, from each Tenant at the time of initial occupancy, and from each Tenant receiving Rent Supplement at least annually, or as required by BC Housing, which declaration will be in a form approved by BC Housing as amended from time to time.

**Tenant Rent Contribution.** The Landlord will review each Tenant's Application Form together with any documentation in support, and use that information to determine the amount a Tenant will contribute towards the Agreed Rent for a Unit (the "Tenant Rent Contribution"), as follows:

- the Tenant Rent Contribution will be based on the application of the Independent Living Rent Scale attached as Schedule B;
- if the Tenant Rent Contribution exceeds the total of the Agreed Rent and the personal care services charge as established by the Health Authority, then the tenant will pay no more than the total of the Agreed Rent and the personal care services charge; and
- if the Tenant Rent Contribution is at or greater than the Agreed Rent, the Tenant and Designated Unit are not eligible for a rent subsidy under this Agreement and the total Rent Supplement will be reduced as set out in Section 4.1. For clarity, if the Health Authority and the Landlord agree to select another Unit as a Designated Unit, then no reduction in Designated Units will apply.

**Landlord and Occupant Relationship.** The Landlord will enter into its standard Residency Agreement for the Agreed Rent with a Tenant. The full normal relationship of landlord and tenant exists between Landlord and Tenant. BC Housing is not liable to the Landlord for any breach by a Tenant of a Residency Agreement including the covenant to pay rent.

**Cleaning and Damages.** BC Housing is not responsible for any cleaning, damages, rent arrears or other such similar claims to/for a Designated Unit. The Landlord is responsible for pursuing the Tenant for any claims for cleaning, damages, arrears or other such similar claims.

## **PART 4 RENT SUPPLEMENT**

**Rent Supplements from BC Housing.** The Rent Supplement will begin once the Health Authority first places a Tenant eligible for subsidy in a Designated Unit. Until all Designated Units have been initially occupied by a Tenant,

BC Housing will pay to the Landlord as Rent Supplement \$XX per month for each Designated Unit occupied by a Tenant. Once all Designated Units have been occupied by a Tenant, and provided thereafter the number of Designated Units identified in Section 3.1 continues during the Term, BC Housing will pay to the Landlord the amount of \$XX monthly. Should the number of Designated Units be reduced for any reason, the amount of Rent Supplement paid will be reduced by \$XX per month for each reduction in the number of Designated Units.

**Vacancy.** The Landlord will report to BC Housing any Designated Unit that is vacant for 3 months or longer. BC Housing will not pay a Rent Supplement on a Designated Unit that is vacant for longer than 3 months and may, at its sole discretion, deem such Units no longer Designated Units and the number of Designated Units set out in Section 3.1, and the total Rent Supplement paid to the Landlord, may be reduced accordingly.

**Rent Supplement.** BC Housing will pay the Rent Supplement to the Landlord monthly in advance.

**Annual Activity Report.** The Landlord will, within 3 months after the end of each Fiscal Year, provide BC Housing, in a format approved by BC Housing, a summary of activity pursuant to this Agreement for the preceding Fiscal Year. Such report will include, but not be limited to: a monthly list of Tenants and Designated Units occupied, Agreed Rent, Tenant Rent Contribution for each Tenant, vacant Designated Units, date of occupancy, date of departure.

**Suspension, Reduction or Cancellation.** BC Housing may reduce, suspend or cancel the Rent Supplement for a Tenant if there is a breach of this Agreement or of any requirements of BC Housing relating to a Tenant's Application Form or proof of income or to a BC Housing audit of a Tenant's Application Form, proof of income and subsequent findings. In such an event, the amount of Rent Supplement set out in Section 4.1 may be reduced. The suspension, reduction or cancellation of the Rent Supplement for a specific Tenant will not affect the payment of Rent Supplement to the remainder of the Tenants.

**Adjustment to Rent Supplement.** After reviewing the annual activity report, BC Housing will adjust Rent Supplement payments, or ask the Landlord for an adjustment re-payment for:

- overpayment on vacant Units (i.e. vacant for longer than 3 months);
- where Designated Units are occupied by Tenants ineligible for subsidy per Section 3.3.3. or Section 4.5.

**Failure to Pay Tenant Rent Contribution.** In order to continue to receive Rent Supplement, the Tenant must continue to pay the Tenant Rent Contribution. The Landlord is responsible to ensure the Tenant pays the Tenant Rent Contribution in a timely manner, however, should the Tenant be more than 30 days in arrears in paying the Tenant Rent Contribution then the Landlord will notify BC Housing.

## **PART 5      GENERAL OPERATIONS**

**Operational Review.** The Landlord will permit BC Housing to inspect the Development, Designated Units and Tenant records held by the Landlord at any reasonable time, and may make extracts from and take photocopies of those records. The review will include, but not be limited to, the following:

- the Landlord's conformance with statutory requirements and the terms of this Agreement; and
- inspection of buildings and/or Designated Units.
- 

**Records.** The Landlord will maintain adequate operational records for the Development and the following will apply:

- the Landlord will retain all documents, vouchers, records and accounts that pertain to the Tenants for not less than 7 years following the date of receipt or production of those records; and
- the Landlord agrees that applicant and Tenant information will be collected, used and disclosed in accordance with the Freedom of Information and Protection of Privacy Act. The Landlord will ensure that persons with access to the Landlord's records on the Development will collect, use and disclose applicant and Tenant information in accordance with that Act.

**Statistical Information.** The Landlord will supply to BC Housing for statistical purposes, in a format requested by BC Housing, information concerning the Rent Supplements, Tenants or other matters dealt with in this Agreement that BC Housing may request from time to time.

**Redecoration.** The Landlord will, without charge to a Tenant or BC Housing, repaint the Designated Units at least once every eight years and clean the carpets and clean the drapes/blinds on a cyclical basis but not less frequently than every two years.

## **PART 6      LIABILITY**

**Indemnity.** The Landlord will indemnify and save harmless BC Housing, the Provincial Rental Housing Corporation and the Provincial Government, and each of their ministers, board members, officers, directors, employees and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from all claims and costs which they may be liable for or incur arising out of any act or omission of the Landlord or its officers, directors, employees, agents, contractors or other persons for whom at law the Landlord is responsible, or the Landlord's ownership, lease, operation, management or financing of the Development or Rent Supplements, except to the extent that it is caused by the negligence of BC Housing or its employees, agents or contractors.

**Release.** The Landlord releases BC Housing, the Provincial Rental Housing Corporation and the Provincial Government, and each of their ministers, board members, officers, directors, employees and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from all claims arising out of advice or direction respecting the ownership, lease, operation or management of the Development or Rent Supplements given to the Landlord by any of them, except to the extent that advice or direction is given negligently.

**Survival.** The obligations of the Landlord set out in Sections 6.1 Indemnity and 6.2 Release survive termination of this Agreement.

## **PART 7      GENERAL PROVISIONS**

**Default.** In the event the Landlord fails to maintain the Development or the Designated Units in a fit state for occupancy, or otherwise commits a breach of this Agreement and fails to take remedial actions as requested by BC Housing within 30 days of such request, then BC Housing may cancel this Agreement immediately without further obligation on the part of BC Housing.

**Health Agreement Breach.** A breach of the Health Agreement will be a breach of this Agreement.

**Determination by BC Housing Binding.** Wherever in this Agreement BC Housing's approval is required for a decision or action of the Landlord, BC Housing's determination, designation or decision with regard to that approval is conclusive and binds the Landlord.

**Rent Supplement Payment When Agreement Terminates.** Neither BC Housing nor the Provincial Government is obliged to pay Rent Supplement or to make any other financial contributions to the Landlord after the termination of this Agreement. At BC Housing's option, however, the Landlord agrees to permit the Tenants to continue occupancy under the same conditions as to the payment of Rent Supplements by BC Housing, and this Agreement will remain binding on both parties with respect to only those Tenants for whom BC Housing exercises its option under this Section as if it were still in force. Pursuant to this Section, when a Tenant moves out or their Annual Income for Calculation Purposes no longer makes them eligible for Rent Supplements, then the Rent Supplement will cease and cannot be transferred to another Tenant or applicant. Where BC Housing exercises this option, the amount of Rent Supplement will be an amount per Tenant, as negotiated by the parties, both acting reasonably. Pursuant to this Section, the Landlord must notify BC Housing immediately on learning that an in situ Tenant has vacated, or intends to vacate, a Designated Unit.

**Notices.** All notices, demands or requests of any kind, which the Landlord or BC Housing may be required or permitted to serve on the other in connection with this Agreement, will be in writing and may be served on the parties by registered mail, by telecopied transmission or by personal service to the addresses set out on page one. Service of that notice, demand or request is deemed complete if made by:

- registered mail, 72 hours after the time of mailing, except where there is a postal service disruption during that period;
- telecopy, on the first business day after the date when that telecopy is transmitted; or
- personal service, upon that personal service being effected.

**Change of Address.** Either party from time to time, by notice in writing served upon the other party, may designate a different address or different or additional personnel to which all those notices, demands or requests are thereafter to be addressed. Any notice, demand or request made to BC Housing, to be effective, will be addressed to the Director, Housing Operations.

**Assignment.** The Landlord will not assign its rights or obligations under this Agreement without BC Housing's prior approval, which will not be unreasonably withheld.

**Whole Agreement.** There are no warranties, representations, conditions or collateral Agreements that pertain to this Agreement, except as set forth in this Agreement.

**Enuring Effect:** This Agreement enures to the benefit of and binds each of BC Housing and the Landlord and their respective successors and permitted assigns.

**Sale or Transfer.** The Landlord will promptly notify BC Housing both in advance and on completion of any transfer of the Development by sale, lease or otherwise, and, subject to Section 7.7, will ensure that all prospective transferees are aware of this Agreement and that any transferee agrees to be bound by this Agreement.

**Renewal.** This Agreement may, by agreement of both parties, be renewed at the end of the Term for a period of 5 years, or such other period as may be agreed upon, provided that both parties agree to the renewal at least 90 days prior to the end of the Term. Such renewal and any subsequent renewals will be upon the same terms and conditions as set out in this Agreement, or as otherwise agreed to by the parties.

## **PART 8 INTERPRETATION**

**Definitions.** The meanings of terms used in this Agreement are set out in Schedule A.

**Schedules.** Attached to this Agreement are Schedules A, B and C. These Schedules are an integral part of this Agreement.

**Time.** Time is of the essence of this Agreement. If either party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party. Any time specified in this Agreement for observing or performing an obligation is local time in Vancouver, British Columbia.

**Governing Law.** This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.

**References.** If the singular, masculine, feminine or neuter is used in this Agreement, the reference is to the plural, masculine, feminine or body corporate according to the context in which it is used

**Construction.** The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply, according to its fair meaning and not strictly for or against either party.

**No Limitation.** The word "including", when following any general statement, term or matter, is not to be construed to limit that general statement, term or matter to the specific items set forth immediately following that word or to similar items. That general statement, term or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of that general statement, term or matter.

**Document Written in Present Tense.** The word "will", where the subject is either or both of the parties, denotes a present obligation.

**Validity of Provisions.** If a court of competent jurisdiction finds that any part of this Agreement is invalid, illegal or unenforceable, that invalidity, illegality or unenforceability does not affect any other provisions of this Agreement. The balance of the Agreement is to be construed as if that invalid, illegal or unenforceable provision had never been included and is enforceable to the fullest extent permitted at law or at equity.

**Waiver.** No consent or waiver, expressed or implied, by a party of any default by the other party in observing or performing its obligations under this Agreement is effective unless given in writing, nor is it a consent or waiver of any other default. Failure on the part of either party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of how long that failure continues, is not a waiver by that party of its rights under this Agreement or at law or at equity.

**Consents and Approvals.** Except as otherwise expressly set out in this Agreement, where this Agreement provides for any approval, consent or Agreement with respect to any matter:

- it will be obtained before any action is taken on it;
- it will be requested and responded to in writing; and
- it will not be unreasonably withheld, except if this Agreement otherwise expressly stipulates, or delayed.

**Extent of Obligations and Costs.** Every obligation of each party in this agreement extends throughout the term. To the extent an obligation ought to have been observed or performed before or upon the expiry or earlier termination of the term, that obligation, including any indemnity, survives the expiry or earlier termination of the term until it has been observed or performed.

**Statutes.** Any reference in this Agreement to a provincial or federal statute includes the statute as it exists on the reference date of this Agreement and any subsequent amendments or replacements.

IN WITNESS OF WHICH the duly authorized signatories of each of the Landlord and BC Housing have executed this Agreement effective as of the reference date of this Agreement.

**COMPANY NAME**

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

**BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION**

Per: \_\_\_\_\_  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

## **SCHEDULE A OPERATING AGREEMENT**

### **DEFINITIONS**

1. "Agreed Rent" means the monthly per Unit amount by Unit size as set out in Schedule C, and is exclusive of any amounts for personal care and any personal services agreed to independently between the Landlord and Tenant.
2. "Annual Income for Calculation Purposes" means an amount determined in accordance with Schedule B, the Independent Living Rent Scale.
3. "Application Form" means the form, completed by the Tenant or a legal representative, declaring the Tenant's income and used to determine the Tenant Rent Contribution as described in Section 3.2.
4. "Development" means the land and improvements at XX, British Columbia.
5. "Designated Unit" means a Unit in the Development where a Tenant is placed by the Health Authority, pursuant to the Health Agreement, as set out in Section 3.1.
6. "Health Agreement" means an agreement between the Health Authority and the Landlord that provides for the selection of applicants for the Designated Units and as set out in Preamble D of the Background.
7. "Health Authority" means XX Health Authority.
8. "Person with a Disability" means a person who meets any criteria of the Health Authority regarding disability.
9. "Provincial Government" means Her Majesty the Queen in Right of the Province of British Columbia.
10. "Rent Supplement" means the amount paid by BC Housing to the Landlord.
11. "Residency Agreement" means a tenancy agreement, lease, license or other right of a Tenant to occupy a Unit.
12. "Senior" means a person who is at least 55 years of age, and includes a person who resides with a person who is at least 55 years of age.
13. "Start Date" means the first day of the month for which Rent Supplement was first paid to the Landlord pursuant to this Agreement.
14. "Tenant" means the person or persons placed by the Health Authority in a Designated Unit pursuant to the Health Agreement, and legally occupying the Designated Unit pursuant to a Residency Agreement, including any person residing in a Designated Unit not named in the Residency Agreement.
15. "Tenant Rent Contribution" means the monthly amount a Tenant must contribute towards the Agreed Rent as set out in Section 3.3.
16. "Term" means the earlier of the termination of the Health Agreement, or a period of X years from and including the Start Date.
17. "Unit" means a dwelling unit in the Development.

**SCHEDULE B  
OPERATING AGREEMENT**

**INDEPENDENT LIVING RENT SCALE**

The Tenant Rent Contribution will not exceed a set percentage, as determined from time to time by BC Housing (currently 70%) of one twelfth of the Annual Income for Calculation Purposes of the Tenants, including any person residing in a Unit who is not named in the Tenancy Agreement and the following will apply:

1. "Annual Income for Calculation Purposes" means the annual amount of net income (currently line 236), less income tax paid (currently line 435), as set out in the Canada Customs and Revenue Agency personal income tax return (T1);
2. a minimum Tenant Rent Contribution is applied based on applicable household size and age of the Tenant; and
3. if the Tenant declares no income or is receiving income assistance under the *Employment and Assistance Act*, the *Employment and Assistance for Persons with Disabilities Act*, or successor legislation, the Tenant Rent Contribution will be set at an amount as determined by BC Housing from time to time.

BC Housing may change all or part of this scale at any time at its sole discretion.

**SCHEDULE C  
OPERATING AGREEMENT**

**AGREED RENT**

<b><u>No. of Units</u></b>	<b><u>Unit Size</u></b>	<b><u>Agreed Rent (Single Occupancy)</u></b>	<b><u>Agreed Rent (Double Occupancy)</u></b>
	Studio		
	1-bed		
	2-bed		

## APPENDIX F - INSURANCE

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1. The Operator shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance policies with insurers licensed in British Columbia and in forms and amounts acceptable to the Authority:
  - 1.1 **Automobile Liability** on all vehicles owned, operated or licensed in the name of the Operator, in an amount not less than \$5,000,000.00.
  - 1.2 **Comprehensive General Liability** in an amount not less than \$5,000,000.00 inclusive per occurrence, insuring against bodily injury, death and property damage in respect of the Services to be provided by the Operator. The Authority is to be added as an additional insured under this policy. Such insurance shall be primary, non-contributing with and not in excess of any insurance maintained by the Authority, shall contain a cross-liability clause and shall include, but shall not be limited to, the following coverage:
    1. Products and Completed Operations Liability;
    2. Owner's and Operator's Protective Liability;
    3. Blanket Written Contractual Liability;
    4. Contingent Employer's Liability;
    5. Personal Injury Liability;
    6. Non-Owned Automobile Liability;
    7. Employees as Additional Insureds;
    8. Broad Form Property Damage; and
    9. If applicable, Resident's Legal Liability in an amount adequate to cover a loss to Premises of the Authority occupied by the Operator.
  - 1.3 **Professional Liability** in an amount not less than \$5,000,000.00\_\_\_\_\_ insuring the Operator's liability resulting from errors and omissions in the performance of professional Services under this Agreement.
2. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Authority.
3. The Operator shall provide the Authority with evidence of all required insurance prior to the commencement of the work or Services. When requested by the Authority, the Operator shall provide certified copies of required policies.
4. All required insurance shall be endorsed to provide the Authority with 30 days advance written notice of cancellation or material change.
5. The Operator hereby waives all rights of recourse against the Authority with regard to damage to the Operator's property.
6. The Operator will as a condition precedent of performance of this contract deliver to the Authority an original and current certification from the Workers' Compensation Board ("WCB") certifying that:
  - a) the Operator is registered and in good standing to date with the WCB.
  - b) the Authority will not have any current or future liability to the WCB as a result of this Agreement and the Operator will indemnify the Authority if such liability arises.

## APPENDIX G GENERAL TERMS AND CONDITIONS

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1. **Acceptance of Proposals** – This RFP must not be construed as an agreement to purchase goods or services and does not constitute an offer of any kind. The Authority and/or BC Housing are not bound to enter into a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. Proposals will be assessed in light of the Evaluation Criteria. The Authority and/or BC Housing will be under no obligation to receive further information, whether written or oral, from any Proponent.  
  
In order for the Authority and/or BC Housing to obtain the Proposal it deems most advantageous to it, the Authority and/or BC Housing reserves the right at its discretion to negotiate with any Proponent as it sees fit, or with one or more Proponent concurrently. In no event will the Authority and/or BC Housing be required to offer any modified terms to any other Proponent prior to entering into an Agreement. The Authority and/or BC Housing shall incur no liability to any Proponent as a result of such negotiations and modifications.  
  
Neither acceptance of a Proposal nor execution of an Agreement will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.
2. **Advertisement** – The successful Proponent will not use the name of the Interior Health, BC Housing or any of the individual Hospital/Facility site names or any contents of this document in any advertising or publications without prior written consent from the Authority and/or BC Housing.
3. **Alternative Solutions** – If alternative solutions are offered, information Should be submitted in the same format, as a separate Proposal
4. **Amendments to RFP** – The Authority and/or BC Housing reserves the right to modify the terms of the RFP prior to the Proposal closing date at its sole discretion. The Authority and/or BC Housing also reserves the right to cancel the RFP at any time prior to entering into a Contract with the successful Proponent(s).  
  
If a written addendum or amendment to the RFP is issued, such addendum or amendment must be incorporated in the RFP.
5. **Clarifications** – Every Proponent who submits a Proposal and who is invited to an interview will be required to provide a formal presentation to the Evaluation Committee.
6. **Collusion** – There shall be no collusion or arrangement between the Proponent and other Proponents in connection with this Proposal.
7. **Completeness of Proposal** – By submission of a Proposal the Proponent warrants that, if this RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Proposal or will be provided by the Proponent at no additional charge.
8. **Confidentiality of Information** – The Proponent shall treat all information that they become privy to as a result of this RFQ and the subsequent contract as confidential. The Authority and/or BC Housing are subject to the provisions of the *Freedom of Information and Protection of Privacy Act (the Act)*. Proprietary information can be protected under the Act (Section 21), which protects for *disclosure harmful to business interests of a third party*. All information contained in the submitted responses will be treated as confidential by the Authority and/or BC Housing and will not be disclosed to any third party except as required by law or by order of the Office of the British Columbia Information and Privacy Commissioner.
9. **Conflict of Interest** – Any Proponent, or their sub-contractor, whose interests may in the opinion of the Authority and/or BC Housing, give rise to conflict of interest may be excluded from competition. Examples of this include but are not limited to:
  - An association or familial relationship with an employee or official of the authority which could place the employee in a conflict;
  - Involvement by a Proponent in requirements definition or in preparation of the RFP or Proposal;
  - Involvement by the Proponent in the evaluation of bids; or
  - Actions by the Proponent which would have the effect of constraining or limiting the ability of other Proponents to prepare and submit a Proposal.
10. **Currency and Taxes** – Prices quoted are to be in Canadian dollars, inclusive of PST and GST.
11. **Debriefing** – At the conclusion of the RFP process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing meeting with the Authority and/or BC Housing. Requests for debriefing sessions must be made in writing to the RFP contact within five business days of receipt of their status notification. A debriefing meeting will be at the sole discretion of the Authority and/or BC Housing. Only the Proponent's submission will be reviewed.
12. **Dispute Process** – If a Proponent is not satisfied with the written response from the debriefing process and they wish further explanation or to initiate the dispute process, a request must be made in writing to the Director of Strategic Business Development Office within five business days of receiving the written response. All submissions must be dated and have an authorized signature. At this point in the process, the following must be provided:
  - Full contact information;

- The nature of the complaint;
- All background information relating to the complaint, including all relevant documents that substantiate the complaint; and
- The outcome that the Proponent is seeking.

In the event that the dispute remains unresolved, unless the parties otherwise agree, it will be referred to and finally resolved by arbitration and will be conducted as follows: Disputes shall in the first instance be referred to non-binding mediation, through the use of a mutually agreeable dispute resolution process. If the dispute is not resolved by mediation then the parties shall refer the dispute to arbitration, to a board of three arbitrators, one of whom will be appointed by each of the parties and the third, who will act as chairman, will be chosen by the first two named.

- 13. Division of Contract Award** – The Authority and/or BC Housing reserves the right to divide the Contract between two or more bidders if applicable.
- 14. Evaluation** – Evaluation of Proposals will be by a committee formed by the Authority and/or BC Housing. The evaluation committee will check Proposals against the evaluation criteria. Proposals not meeting the Mandatory Criteria will be rejected without further consideration. Proposals will be assessed and scored against the evaluation criteria.  
  
Notwithstanding anything contained in this RFP or any custom or usage that might otherwise apply, the Authority and/or BC Housing will not be limited as to its criteria for evaluation of Proposals. The Authority and/or BC Housing may take into account additional criteria and considerations in order to obtain the most advantageous Proposal to the Authority and/or BC Housing and the evaluation process will be conducted solely at the discretion of the Authority and/or BC Housing.
- 15. Firm Pricing** – Prices will be firm for the entire Contract period unless this RFP specifically states otherwise.
- 16. Governing Law** – Any Contract resulting from this RFP will be governed by and will be construed and interpreted by the laws and courts of the Province of British Columbia.
- 17. In-house bids** – The Authority and/or BC Housing reserves the right to submit one or more proposals on its own behalf in response to this Request for Proposals. Any proposal or proposals submitted by Interior Health Authority and/or BC Housing shall be assessed by an independent evaluator in accordance with the criteria set out in this Request for Proposals and in objective comparison to any private sector proposal or proposals received. The submission of a successful proposal by Interior Health Authority and/or BC Housing shall give rise to no liability on the part of Interior Health Authority and/or BC Housing to any private sector proponent with respect to compensation for costs incurred by such proponent in the preparation of its proposal or otherwise.
- 18. Irrevocability of Proposals** – By submission of a clear and detailed written notice, the Proponent may amend or withdraw its response prior to the closing date and time. Upon closing, all responses become irrevocable. By submission of a response, the Proponent agrees that should its response be successful, the Proponent will enter into negotiations and at the sole discretion of the Authority and/or BC Housing into a Contract with the Authority and/or BC Housing.  
  
The Proponent will not change the wording of its Proposal unless requested by the Authority and/or BC Housing for purposes of clarification.
- 19. Language** – The working language of the Province of British Columbia is English and all responses to this RFP must be in English.
- 20. Late Proposals** – Proposals that are received after the closing date and time specified will not be opened nor accepted for consideration. The Proponent's unopened submission will be returned at the Proponent's expense with a non-compliance letter. If a situation arises that is not in the Proponent's control such as a Force Majeure incident, at its sole discretion the Authority and/or BC Housing will make an acceptance decision.
- 21. Law and Regulations** – The Proponent shall comply with and, upon request of the Authority and/or BC Housing, furnish certificates of compliance with all applicable Provincial and Municipal laws and with all applicable rules, orders, regulations or requirements issued thereunder, and shall indemnify the Authority and/or BC Housing against any damages by reason of violations of this paragraph. Any Contract arising from this RFP will be governed in all respects by the laws of the Province of British Columbia.
- 22. Liability for Errors** – While the Authority and/or BC Housing has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Authority and/or BC Housing, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.  
  
Each Proponent acknowledges and agrees that the terms and conditions of this RFP will prevail over the Authority's Expression of Interest or any obligation on the Authority and/or BC Housing that might otherwise be implied.
- 23. License and Registration** – All Proponents must be incorporated and have obtained licenses where required by legislation. Corporations submitting Proposals shall be registered in the Province of British Columbia.
- 24. Mandatory Criteria** – The Authority and/or BC Housing at its sole discretion reserves the right to evaluate Proposals that may not meet the mandatory criteria.
- 25. Modification of Terms** – The Authority and/or BC Housing reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a Contract with the successful Proponent.

26. **Negotiation Delay** – If a written Contract cannot be negotiated within thirty (30) days of notification of the successful Proponent, the Authority and/or BC Housing may at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with another Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.
27. **Non-compliance** – Submission of this Proposal shall be construed by the Authority and/or BC Housing to mean that the Proponent agrees to carry out all of the conditions set forth in this document that may be pertinent for each requirement. Any proposed variation from these conditions must be clearly identified. Provide any details of any non-compliance with the stated terms and conditions including an explanation of the concern and suggested alternative.
28. **Ownership of Proposals** – All documents, including Proposals, submitted to the Authority and/or BC Housing become the property of the Authority. They will be received and held in confidence by the Authority, subject to the provisions of the Freedom of Information and Protection of Privacy Act.
29. **Proponents' Expenses** – Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the Authority and/or BC Housing, if any. If the Authority and/or BC Housing elects to reject all Proposals, the Authority and/or BC Housing will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.
30. **Proposal Validity** – Proposals will be open for acceptance for at least 90 days after the closing date.
31. **Rejection of Proposals** – Proposals which contain qualifying conditions or otherwise fail to conform to these instructions may be disqualified or rejected. Anything to the contrary herein notwithstanding, the Authority and/or BC Housing may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming and may waive any irregularity, failure to comply or time stipulation required by these instructions.

If the Authority and/or BC Housing elects to reject all Proposals, the Authority and/or BC Housing will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Agreement, or any other matter whatsoever.

In requesting Proposals, the Authority and/or BC Housing is providing no assurance whatsoever to any Proponent that the terms of a previously submitted EOI are acceptable. The Authority and/or BC Housing will have no liability whatsoever to any Proponent whose Proposal is rejected on the basis of terms included both in a Proposal and a previously submitted EOI.
32. **Reliance on Oral Representations** - All representations on the scope of this Proposal or clarifications thereof must be in writing to be considered valid.
33. **Subcontracting** - Using a subcontractor (who should be clearly identified in the Proposal) is subject to negotiation with the Authority and/or BC Housing. Where applicable, the names of approved subcontractors listed in the Proposal will be included in the Contract. Additional subcontractors will be neither added, nor other changes made, to this list in the Contract without the written consent of the Authority and/or BC Housing.
34. **Timeframes** – The timetable outlined in this document represents the anticipated schedule for the RFP Timeline. The timing and the sequence of events resulting from this RFP may vary and shall ultimately be determined by the Authority.
35. **Use of RFP** - This document, or any portion thereof, may not be used for any purpose other than the submission of Proposals.