



**Expression of Interest**

**For Non-Profit Service Providers**

**to Operate Projects Within British Columbia for:**

**Building BC: Supportive Housing Fund**

**Expression of Interest No.: 1070-1819/17**

**Issued: 26 July 2018**

**Submission Date: 30 October 2018 @ 2 pm Pacific Standard Time**

## **EXPRESSION OF INTEREST**

### **1. Introduction**

This Expression of Interest (“EOI”) is issued by BC Housing Management Commission (“BC Housing”) for the purposes of identifying non-profit housing providers that are interested in providing property management and support services for new housing projects throughout the Province of British Columbia (“the Province”).

### **2. Background and Requirements**

In partnership with non-profit housing providers, government authorities and community groups, BC Housing will lead the creation of new projects under the Building BC: Supportive Housing Fund for individuals who are homeless or at risk of homelessness (the “Program”). Buildings and land will be owned by the Provincial Rental Housing Corporation (“PRHC”), the land holding corporation for provincially owned social housing. BC Housing administers activities on behalf of PRHC, which buys, holds and disposes of properties, and leases residential properties to non-profit societies and co-operatives.

BC Housing is authorized to act on its own behalf and also for PRHC. All terms and conditions of an agreement naming both entities are for the benefit of both BC Housing and PRHC and may be enforced against the other party(ies) in any resulting agreement in the name of BC Housing or PRHC or both.

### **3. Locations within the Province**

Through this EOI, BC Housing is seeking to identify service providers and the respective communities or regions that need Program support. BC Housing will also utilize data from the recent Provincial Homeless Count to better understand the various regional needs for the Program.

Service providers will be selected based upon the requirements of each specific community and the level of provider interest. BC Housing will lead the development process and work with the selected service provider on planning the commencement of services.

### **4. Supportive Housing**

The service provider will provide property management and support services that are beneficial to the residents of a housing development. The support services are intended to help the residents to achieve and maintain stability in housing and enhance access to community-based supports and services which help individuals build self reliance and foster resilience against homelessness.

For supportive housing projects the service provider will provide 24/7 on-site staffing and support services including, but not limited to the following:

- A meal program;

- Supporting residents to maintain their residencies, such as: directly assisting with room de-cluttering, resident rent contribution and/or repayment plans;
- Individual or group support services such as: life skills, community information, social and recreational programs;
- Connecting residents to community supports and services such as: education, employment, health, life skills, long-term housing;
- Case planning and resident needs assessment, including the Vulnerability Assessment Tool (VAT); and,
- Assistance in accessing income assistance, pension benefits, disability benefits, obtaining a BC identification card, or establishing a bank account as appropriate.

The support services funding provided by BC Housing does not cover clinical support services. Given the needs of the target population, clinical services or access to these services, may be established through a formal partnership with health authorities or programs such as Intensive Case Management teams which provide targeted supports for tenants in need.

Individual, site-specific operator agreements will be developed for each successful service provider. A sample operator agreement is attached as Appendix E.

#### **4.1 Resident Eligibility**

Individuals who have an income that is at or below the Housing Income Limits (“HILs”) and are experiencing homelessness or are at risk of homelessness, are eligible for housing and supports.

Adults (aged 19 and older) are the primary target population but youth, families and seniors may also be served provided appropriate approvals, accommodation and support services are available and established and are consistent with the service provider’s mandate and community need and demand.

Residents will typically pay a fixed rent, set at the shelter component of income assistance or a rent that is geared to income, based on the rent scale outlined in the operator agreement.

The resident selection process will include use of the Vulnerability Assessment Tool (VAT) to ensure a balanced tenant population that is appropriate for the staffing levels and related support services that are available in the development and surrounding community based resources.

The service provider will be responsible for final tenant selection through the Supportive Housing Registry (provided by BC Housing) and will be required to participate in the Regional Coordinated Access and Assessment approach currently being implemented by BC Housing and other key partners throughout the province.

#### **4.2 Staffing Requirements**

The service provider will have written policies on eligibility, selection, remuneration, training, safety and security for all staff working with the tenants, whether part-time or full-time, paid or voluntary. The safety and security policies and procedures must be in accordance with current

Occupational Health and Safety Regulations contained within the *Workers Compensation Act* of British Columbia. The service provider shall ensure that all staff possesses the appropriate skills, training and qualifications for the tasks that they perform. The service provider will also ensure staff have the following training to a level approved by BC Housing:

- Crisis prevention training and/or de-escalation training, non-violent intervention;
- Standard First Aid and CPR. At least one (1) staff member certified in Standard First Aid and the appropriate CPR level training must be on duty at all times;
- Indigenous awareness training;
- Mental health first aid training, including naloxone training;
- Domestic violence safety planning;
- Safety for women in co-ed shelters training;
- Substance use awareness and safety training;
- LGBTQ+ awareness training;
- Trauma-informed practice training;
- Staff self-care training;
- Vulnerability Assessment Tool (VAT) training; and,
- BC Housing database training.

The service provider must also ensure that the staff undergoes a criminal record check in accordance with the *Criminal Records Review Act* and keep evidence on file that the criminal record check was completed. The service provider is required to have a written policy on the frequency of subsequent criminal record checks.

## **5. Information Requested**

Respondents are requested to demonstrate they meet the minimum requirements in section 5.1 and 5.2, submit the requisite Appendices listed at 5.3 and provide summary level responses to sections 5.4 and 5.5 in their submissions.

### **5.1 Service providers must meet the following corporate governance requirements;**

- a. Operate as a non-profit entity;
- b. Be in good standing with the appropriate registry;
- c. Have constating documents that meet BC Housing's current requirements or be willing to make modifications accordingly (see <https://www.bchousing.org/partner-services/non-profit-training-resources/non-profit-governance>);
- d. Have a stated purpose to provide affordable housing for low (or low and moderate) income households, or another similar purpose consistent with the type of services being provided;
- e. Have a provision regarding non-remuneration of directors in any capacity; bylaws must not permit directors to serve as employees;
- f. Have a provision regarding the disposition of assets upon dissolution or wind up of an organization(s) with a similar charitable purpose;
- g. The requirements outlined in sections 5.1(d), 5.1(e) and 5.1(f) must be unalterable or otherwise restricted in accordance with the applicable legislation or regulation, or require the prior written consent of BC Housing to alter; and,
- h. Have rules of conduct in accordance with the provider's purposes and applicable legislation.

- 5.2** Service providers must demonstrate previous experience providing similar services by populating and submitting Appendix B with their submission.
- 5.3** As required by each, service providers must populate and/or sign and submit Appendix A, B, C and D.
- 5.4** Service providers must provide a summary, limited to one page, of the highest-prioritized project and specific community and include the following:
- a. Why is there a need for the Program in the regions/communities the Respondent identifies at Appendix D; and,
  - b. What support services the Respondent envisions providing (e.g. staffing complement).
- 5.5** Service providers must provide a summary, limited to one page indicating, their current capacity to support the Project.

## **6. Agreement**

A sample operator agreement is attached at Appendix E for information purposes only.

## **7. Submission Instructions**

Respondents are asked to submit their information by 30 October 2018 @ 2:00 pm PST to the following email address: [purchasing@bchousing.org](mailto:purchasing@bchousing.org)

Respondents should direct any questions by e-mail to the above BC Housing email address.

Submissions should include a completed and signed Respondent Submission Form (Appendix A) that acknowledges, among other things, that this EOI and any Respondent submissions shall not create a legal relationship or obligation regarding the procurement of any good or service.

## **8. EOI Process**

BC Housing will review the submissions to this EOI to identify potential Service Providers for new projects to be developed under the Program. BC Housing may issue a subsequent solicitation to further describe the Program requirements and be used for future selection of Service Providers.

Please note that there are four distinct geographic regions defined by BC Housing.

Respondents are invited to respond to any, or all, of the regions as defined in Appendix C.

## **APPENDIX A – RESPONDENT SUBMISSION FORM**

### **1. Respondent's Information**

- (a) Respondent's registered legal business name and any other name under which it carries out business:

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- (b) Respondent's address, telephone and email address.

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- (b) Name, address, telephone and e-mail address of the contact person(s) for the Respondent:

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- (d) Name of the person who is primarily responsible for the submission:

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- (e) Whether the Respondent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

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### **2. Terms of Reference**

In responding to this EOI, each Respondent should submit a completed and signed Respondent Submission Form that, among other things, acknowledges its acceptance of the EOI Terms of Reference as contained hereunder:

#### **2.1 Expression of Interest Not a Formal Competitive Bidding Process**

This EOI is issued for information-gathering purposes and is not intended to be a formal legally binding "Contract A" bidding process. Without limiting the generality of the foregoing, this EOI may result in subsequent negotiations, direct contract award, invitational solicitation process or open solicitation process. Any pricing figures submitted by the Respondent shall be for general information purposes and will not be binding on the Respondent.

No legal relationship or obligation regarding the procurement of any good or service shall be created between the Respondent and BC Housing by the EOI process until the successful negotiation and execution of an Agreement.

#### **2.2 EOI Shall Not Limit BC Housing's Pre-existing Rights**

This EOI shall not limit any of BC Housing's pre-existing rights. Without limiting the generality of the foregoing, BC Housing expressly reserves the right, at its sole discretion to:

- (a) seek subsequent information or initiate discussions with any firm, including any entity that did not respond to this EOI;
- (b) initiate direct negotiations for the procurement of any good or service with any Respondent or other entity, regardless of whether the entity responded to this EOI;
- (c) contact a limited number of Respondents, which may be limited to those that responded to this EOI, or may include an entity that did not respond to this EOI, for the purpose of a competitive procurement for the procurement of any good or service;
- (d) to elect to proceed by way of open solicitation where all potential Respondents, including any entity that did not respond to this EOI, are eligible to compete for the award of a contract for the supply of any good or service; and
- (e) to elect not to procure the good or service that is the subject of this EOI.

These expressly reserved rights are in addition to any and all other rights of BC Housing that existed prior to the issuance of this EOI.

### **2.3 Pricing Information for General Information Purposes Only**

Any pricing information provided by Respondents is for general information purposes and is not intended to be binding on the Respondents. Any legally binding pricing or purchasing commitments will be established only where specified by the express terms of a subsequent solicitation process or where established through the execution of a written agreement.

### **2.4 Information in EOI Only an Estimate**

BC Housing and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the EOI or issued by way of addenda. Any quantities shown or data contained in this EOI, or provided by way of addenda, are estimates provided only as general background information.

### **2.5 Parties Shall Bear Their Own Costs**

BC Housing shall not be liable for any expenses incurred, including the expenses associated with the cost of preparing responses to this EOI. The parties shall bear their own costs associated with or incurred through this EOI process, including any costs arising out of, or incurred in, (a) the preparation and issuance of this EOI; (b) the preparation and making of a submission; or (c) any other activities related to this EOI process.

### **2.6 Accuracy of Responses**

The Respondent acknowledges that the information provided is, to the best of its knowledge, complete and accurate.

### **2.7 Submissions Are the Property of BC Housing**

Except where expressly set out to the contrary in this EOI or in the Respondent's submission, the submission and any accompanying documentation provided by a Respondent shall not be returned.

## **2.8 Confidential Information of BC Housing**

All information provided by or obtained from BC Housing in any form in connection with this EOI either before or after the issuance of this EOI: (a) is the sole property of BC Housing and must be treated as confidential; (b) is not to be used for any purpose other than replying to this EOI; (c) must not be disclosed without prior written authorization from BC Housing; and (d) shall be returned by the Respondents to BC Housing immediately upon the request of BC Housing.

A Respondent may not at any time directly or indirectly communicate with the media in relation to this EOI without first obtaining the written permission of BC Housing.

## **2.9 Respondent Confidential or Proprietary Information**

The Respondent consents to BC Housing's collection of information as contemplated under the EOI for the uses contemplated under the EOI.

A Respondent should identify any information in its submission or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by BC Housing. The confidentiality of such information will be maintained by BC Housing, except where an order by a court or tribunal requires BC Housing to do otherwise. The Respondent consents to the disclosure, on a confidential basis, of this submission by BC Housing to advisers retained by BC Housing for the purpose of evaluating or participating in the evaluation of this submission.

The Respondent acknowledges that BC Housing may make public the name of any and all Respondents.

## **2.10 Governing Law**

This EOI process shall be governed by and construed in accordance with the laws of British Columbia and the federal laws of Canada applicable therein.

The Respondent hereby agrees to the terms set out in the Terms of Reference and in this EOI.

### **I have authority to bind the Proponent:**

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Signature of Proponent Representative

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Signature of Witness

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Name and Title

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Name of Witness

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Date Signed

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Date Signed

## APPENDIX B – RESPONDENT EXPERIENCE

EOI: **1070-1819/17**

Respondent: \_\_\_\_\_

Please provide a list of projects operated by your organization that receive funding from BC Housing:

Project Name	Type of project	Date Established	Street Address (optional)	Community	Number of Units/spaces

Please provide details regarding any project management/development experience leading construction of new housing projects:

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## APPENDIX C – GEOGRAPHIC REGIONS

### Map of BC Housing Regions:



Please advise which BC Housing Region(s) you are interested in. Please check all applicable regions:

- ☐ Northern Region
- ☐ Interior Region
- ☐ Vancouver Island Region
- ☐ Lower Mainland Region

Within the selected BC Housing Region(s) please indicate the specific communities you are interested in providing services for.

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## APPENDIX D – HOUSING OPTIONS

EOI: **1070-1819/17**

Within the selected BC Housing Region(s) please indicate the specific community(ies) and the type(s) of housing you are interested in providing. Please check all applicable:

Regions	Specific Communities	Target Population, Type of Supportive Housing
<input type="checkbox"/> <b>NORTH</b>		
<input type="checkbox"/> <b>INTERIOR</b>		
<input type="checkbox"/> <b>VAN. ISLAND</b>		
<input type="checkbox"/> <b>LOWER MAINLAND</b>		

## **APPENDIX E – SAMPLE OPERATOR AGREEMENT**

(Please see separate attachment)