

Request for Pre-Qualification (RFPQ) to Non-Profit Organizations for Temporary Winter Shelter Operator Services within the Province of British Columbia

RFPQ No: 1070-2526-093

Issued: June 24, 2025

Submission Deadline: August 8, 2025 @ 2:00 p.m. PT



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1 Introduction

1.1 Invitation To Respondents

This **Request for Pre-qualification (RFPQ)** is an invitation by the BC Housing Management Commission (BC Housing) to prospective non-profit organizations to submit proposals to be prequalified for providing operator services for the **Temporary Winter Shelters** within the province of British Columbia, as further described in **Part 2 – The Deliverables** and in the **Temporary Shelters Support Services Sample Agreement** attached as <u>Appendix A</u>.

The intent of this RFPQ is to create five (5) regional Source Lists of prequalified non-profit organizations for the Temporary Winter Shelter across all regions¹ within the **province of BC**.

For the purposes of this prequalification process, the "BC Housing Contact" is:

John Wu

BuildingBC@bchousing.org

All queries and information requests are to be made in writing only to the contact at the above email address. No responses to any other form of request will be responded to unless it has been submitted in writing to the above Contact person at the above email address no later than the date and time for the deadline for questions specified in **Section 3.1.1**.

Note: All queries and information request emails shall include the solicitation title and number in the subject title.

1.2 Introduction to BC Housing

BC Housing Management Commission (BC Housing) was established as an agency of the Province of British Columbia in 1967 to administer the Province's social housing programs. BC Housing is accountable to the provincial ministry responsible for housing and provides funding for individuals, families, seniors, and people with differing abilities in need of affordable housing and support.

The Provincial Rental Housing Corporation (PRHC) is the land holding corporation for provincially owned social housing. BC Housing administers PRHC, which buys, holds, and disposes of properties, and leases residential properties to non-profit societies and co-operatives.

When British Columbia Housing Management Commission enters into an agreement on its own behalf it is also acting as agent for the Provincial Rental Housing Corporation. All terms and

¹ Regions are equivalent to the regions determined by Provincial Health Services Authorities: <u>Regional health</u> <u>authorities - Province of British Columbia (gov.bc.ca)</u>



conditions of an agreement are for the benefit of both the British Columbia Housing Management Commission and the Provincial Rental Housing Corporation and may be enforced against the other party(ies) to this agreement in the name of the British Columbia Housing Management Commission or the Provincial Rental Housing Corporation or both.

1.3 Program Background

In 2005, the administration of the Emergency Shelter Program was transferred to BC Housing from the Ministry of Employment and Income Assistance as part of the Province's centralization of housing and homelessness services. The program comprises shelter accommodation, including seasonal and temporary shelter services, Drop-in Services, and other specialized programs.

Services include:

- Essential Services to meet a Client's immediate needs for accommodation, nutritious meals, security and basic hygiene.
- Gateway Services (where funded) to help Clients break the cycle of Homelessness by connecting Clients to appropriate Housing and community services.

Shelters provide short-term responses to the challenge of Homelessness, including temporary accommodation with a strong focus on helping Clients move into Housing. This includes supporting Clients to obtain Housing options and connecting them with appropriate Support Services. Shelters are part of a suite of programs along the housing continuum.

1.4 Procurement Process

The procurement process for selecting Operator for the Temporary Winter Shelters shall be conducted in two (2) stages:

1.4.1 First Stage

1.4.1.1 Qualified Operator Source Lists

Proposals received in response to this RFPQ will be evaluated against the requirements of this RFPQ as established in **Part 3 - Evaluation of Responses** to develop five (5) Regional Source Lists of Prequalified Operators, specified by Provincial Health Authority region. The Respondents whose Proposals meet or exceed the minimum threshold may, in accordance with the stated evaluation criteria, will be placed on the Source List for the Region(s)/Community(ies) they have identified in <u>Appendix C - Identified Region(s) and</u> <u>Community(ies)</u> in this RFPQ.



1.4.1.2 Term of Source List(s)

The Source Lists will be valid for **three (3)** years of initial term from the date of establishing the Source Lists, with the option to extend the initial terms by **four (4)** additional **one-year terms** at BC Housing's discretion. BC Housing may choose to conduct a new RFPQ at the end of the initial term to create new Source Lists.

1.4.1.3 Adding new Qualified Operators to the Source Lists

During the term of the Source Lists, BC Housing may decide to reopen the RFPQ to add more operators. Operators seeking qualification during reopen period must comply with the submission requirements set out in the **RFPQ #1070-2526-093**. All new submissions will be subject to evaluation based on the criteria delineated in this RFPQ.

The added qualified operators shall be entitled to equitable opportunities as the current qualified operators in the Second Stage procurement process throughout the duration of the remaining term of the Source Lists, including any optional terms.

BC Housing may choose to prequalify additional operators to replenish the Source Lists within the initial term of the Source Lists. In such an instance, additional qualified operators will be included in the Source Lists using the same procedures outlined in this section.

1.4.1.4 Removing qualified Operators from the Source Lists

Qualified operators seeking removal from the Source Lists must notify BC Housing in writing at least **sixty (60)** days before the desired removal date. Those opting for removal may requalify for future rounds by following the procedure outlined for adding new qualified operators.

BC Housing retains the authority to remove any qualified operators due to conflict of interest, unethical conduct, failure to maintain good standing or non-compliance of constating documents with BC Housing's requirements.

1.4.2 Second Stage

The second stage selection process will be based on following scenarios:

a. Establish a new Temporary Winter Shelter by BC Housing – Once a new Temporary Winter Shelter is permitted to operate as a shelter, BC Housing will invite the prequalified operators on the Source List pertaining to the site region to respond to a Request for Proposal (RFP) by submitting a proposal on operating the identified shelter, including operating budget, staffing schedule, current operational capacity, and service plan specific to the identified shelter. Award shall be made to the invited operator whose submitted proposal provides the best solution to BC Housing and in some cases, who demonstrates its capacity to support rapid mobilization of the services.



If none of the invited operators accept the opportunity, BC Housing reserves the right to invite operators not on the Source Lists to provide their interest.

- **b.** Open a Shelter from a previous/existing Shelter When a previous shelter space or an existing shelter converting to a Temporary Winter Shelter for the coming winter season, previous operator or incumbent operator who provided or providing operator services for the Shelter will be given a right of first refusal, unless BC Housing determines otherwise due to capacity, operational issues and/or evidenced performance or incompliant issues. In the event the previous operator chooses to give up the opportunity, the Temporary Winter Shelter will be considered as a new Shelter and BC Housing will select a provider for the Shelter base on **Scenario a** as described above.
- c. Partner (including municipality) brings a Temporary Winter Shelter When a partner brings a site to BC Housing as a building (or a part of a building) to be operated as a Temporary Winter Shelter, BC Housing will strive to work with the partner on provider selection, but BC Housing reserves its right to select a qualified provider base on established BC Housing procurement process.
- d. Prequalified Operator brings a Temporary Winter Shelter When an operator from current prequalified operator source list brings a site to BC Housing as a building (or a part of a building) to be operated as a Temporary Winter Shelter, BC Housing will consider directly award proposing operator the Shelter without second stage selection process, unless the proposing operator wishes not to operate the shelter, in which case, the proposed Temporary Winter Shelter will be considered as a newly established shelter by BC Housing and BC Housing will select a provider for this Shelter base on Scenario a as described above.
- e. Non-prequalified Operator brings a Temporary Winter Shelter When an operator NOT from current prequalified operator source list brings a site to BC Housing as a building (or a part of a building) to be operated as a Temporary Winter Shelter, the proposing operator will be requested to go through prequalified process by submitting response to this RFPQ, if they wish to operate the Shelter. If the proposing operator is successful in responding to this RFPQ, they will be added into prequalified operator source list and will be directly awarded the Shelter. In the event the proposing operator didn't pass the prequalification process, BC Housing will strive to work with the proposing operator to review possible solutions. The primary objective is to guarantee high-quality services.

Existing shelter or housing projects adding shelter beds for the coming winter season will **NOT** be considered as the opening of a new Temporary Winter Shelter. In such cases, pre-qualified operator source list may not be used to select operators.

BC Housing may elect to award directly a project to any operator on the Source List, (e.g. only one prequalified operator in the community has capacity) and would be in alignment with BC Housing's Direct Award guidelines.



BC Housing may limit the number of Temporary Winter Shelters operated by any single operator based on operator capacity and operational issues, at its discretion.

Upon award, the Selected Operator will be engaged in the negotiation on the proposed operating budget and staffing schedule prior to entering into a **Support Services Agreement for Temporary Shelters** provided in <u>Appendix A</u> of this RFPQ.

Qualified operators invited to the second stage of procurement will be required to be in good standing and maintain their good standing with the applicable registrar. Upon completion of the second stage of procurement the Selected Operator will be required to maintain good standing with BC Housing throughout the entire term of the Support Services Agreement. Failure to comply with this requirement may cause a replacement of the Selected Operator with the next eligible Respondent.

1.5 Type of Agreement for Deliverables

1.5.1 Agreement and Term

Once selected, the Selected Operator will enter into a Support Services Agreement with BC Housing for the provision of the Deliverables in the form attached as <u>Appendix A</u> to this RFPQ.

The term of the Agreement will be dependent upon the specific requirements of the individual shelter project. BC Housing reserves the right to extend the contract at its discretion to meet client needs. The approximate length of a temporary winter shelter agreement is 6 months.

Respondents are encouraged to review the Support Services Sample Agreement attached in <u>Appendix A</u> for further terms and conditions.

1.5.2 No Guarantee of Volume of Work or Exclusivity of Agreement

Any statistics, historic usage and/or other information provided in this RFPQ are estimates only and have been included to provide Respondents with a general idea and/or expectation of the level of service expected.

Although the intention is to award to a qualified Respondent on the Source Lists, BC Housing makes no guarantee of the value or volume of work to be assigned to the Selected Operators. The Agreement to be negotiated with the Selected Operator may not be exclusive contracts for the provision of the described in **Part 2 - The Deliverables** of this RFPQ. BC Housing may contract with others for the same or similar Deliverables to those described in the RFPQ or may obtain the same or similar Deliverables internally when required.

BC Housing reserves the right at its sole discretion to contract with other qualified operators if:



- It is determined that the skills and specialized expertise required are not provided for in the categories as outlined in the RFPQ document, or
- The Source List members or Operator(s) have not met the service level and/or product quality level requirements described in **Part 2 The Deliverables**.

1.6 Canada Free Trade Agreement

Respondents should note that procurements falling within the scope of Chapter 5 of the Canada Free Trade Agreement are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each tender call. For further reference, please see <u>https://www.cfta-alec.ca/canadian-free-trade-agreement/</u>.

1.7 Sustainable Procurement

BC Housing is committed to sustainable procurement whereby both environmental considerations and socially responsible practices are incorporated into our policies and procedures and impact the products and services we procure. Areas considered include, but are not limited to:

1.7.1 Environmental Considerations:

- Conservation or reduction of natural resources.
- Minimizing primary and secondary sources of pollution.
- Reducing the use of water and energy sources.
- Eliminating or reducing environmental health hazards.
- Supporting comprehensive recycling programs.
- Reduction of materials sent to landfills.
- Increase the use and availability of environmentally preferable products.

1.7.2 Socially Responsible Practices:

- Social Enterprise: Providing opportunities to Indigenous, individuals with barriers to employment and Non-Profit entities.
- Community Benefit: Consideration to small & medium businesses, local labour forces and with strong community involvement.
- Apprenticeship & Training: Consideration to suppliers with targeted recruitment and training programs, providing employment to new entrants.
- Innovation: Suppliers who have developed new, innovative, and value-added methods/products.



1.8 Items Required Upon Notification of Award

1.8.1 Constating Documents

If deemed necessary by BC Housing, the Selected Operator shall be required to provide certain documentation specific to their organizational structure. For example, a Non-profit Society may be required to provide a copy of their constating documents and any registered amendments. BC Housing will verify that the Selected Operator's documents comply with BC Housing requirements. BC Housing's constating document requirements are available on the BC Housing website for information only and Respondents are advised not to make any pre-emptive changes to their documents without consulting with BC Housing.

1.8.2 Insurance

The Selected Operator must, without limiting its obligation or liabilities and at its own expense, purchase and maintain (with insurers licensed in Canada) throughout the term of this agreement Commercial General Liability Insurance in an amount not less than **\$5,000,000.00** inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement.

1.8.3 Criminal Records Review Act check

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

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

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

The Selected Operator must complete a Criminal Records Review Act (CRRA) check through the Ministry of Public Safety and Solicitor General (the Ministry) Criminal Records Review Program (CRRP) for all current employees and new employees hired during the term of the contract, as well as any subcontractors and/or trades who will be performing work on BC Housing properties. Only those with a cleared Criminal Records Review Program check will be allowed to perform work under the contract. Upon notification of Award, the Selected Operator will be provided with additional, specific instructions to complete this process.



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

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

1.8.4 Operator Property Insurance

BC Housing and PRHC will not be responsible for any loss of property of the Operator related to the property or otherwise caused by fire, theft, or other perils and the Selected Operator should ensure it carries adequate insurance coverage against such loss.

1.8.5 Business Continuity Plan and Emergency Preparedness

The Selected Operator will be required to develop and provide their Business Continuity Plan and Emergency Preparedness Plan for the site to BC Housing. These plans will be negotiated and shall not be evaluated as part of the tender call. Operators shall not be required to submit these plans as part of their proposals but should be aware of the requirement.

[End of Part 1]



2 The Deliverables

This RFPQ invites proposals for pre-qualification to provide onsite support services for the **Temporary Winter Shelters** under **Emergency Shelter Program (ESP)** within the province of British Columbia, as further described in this RFPQ and the **Temporary Shelter Support Services Sample Agreement** attached as <u>Appendix A</u>.

2.1 Requirement Background – Temporary Winter Shelters

The **Emergency Shelter Program (ESP)** for **Temporary Winter Shelters** funds providers to offer community-based services that provide extra emergency shelter spaces as required when the health and safety of individuals experiencing Homelessness or At Risk of Homelessness is threatened. The Temporary Winter Shelters provide Essential Services to meet the Clients' immediate needs for overnight accommodation, basic nutrition and hygiene, and may include a range of Gateway Services to help the Clients break the cycle of Homelessness.

- **a.** This initiative is designed to fund time-limited, temporary shelter spaces in communities where there is not sufficient emergency shelter bed capacity.
- **b.** The ESP for Temporary Winter Shelters is guided by these principles:
 - Core Services are accessible and Client focused.
 - Operations are transparent and accountable.
 - The service environment is welcoming, safe and secure.
 - Collaboration among providers to improve service effectiveness.

2.2 Operator Eligibility

The Selected Operator will maintain a well-organized corporate structure and in particular will:

- **a.** operate as a non-profit entity.
- **b.** remain in good standing with the appropriate registry.
- c. have a purpose that is consistent with the principles of the ESP.
- **d.** not permit any director, officer, or member of the Operator to be remunerated except for reimbursement of any expenses necessarily and reasonably incurred by the director, officer, or member while engaged in the affairs of the Operator. Reasonable wages or salary paid to an employee of the Operator who is not an officer or director of the Operator are exempt from this section.
- **e.** provide for the disposition of assets to an organization with a similar charitable purpose in the event of dissolution or wind up of the Operator.
- **f.** not alter its Constating Documents in any way that would make them inconsistent with the terms of the Service Agreement or that would render the Operator unable to fulfill its obligations under the Service Agreement; and



g. remain in compliance with all applicable laws, bylaws, regulations, codes and corporate or contractual obligations and is responsible for obtaining and complying with all necessary approvals, licenses and permits relating to the Operator's obligations under the Service Agreement.

2.3 Client Eligibility

- Individuals who are experiencing Homelessness or At Risk of Homelessness aged nineteen (19) or older are eligible for Services under the Temporary Shelter Program.
- 2. The Selected Operator will have clearly written policies and procedures for providing Services to Clients, including policies for situations where Services to a Client may be restricted for the safety of other Clients or staff. These policies must:
 - a. define reasons for, and conditions of, expulsion;
 - b. be clear and simple to understand;
 - c. describe the conditions and process for re-admission, including the appeal and complaints procedure; and
 - d. require reasonable efforts to provide an appropriate referral.
- **3.** A Client's ability to access Services and remain in the shelter is generally determined by their behaviour towards other Clients and staff and Clients should not be refused Services unless extenuating health or safety issues are present (e.g. assaults/threats to Clients or staff and/or medical needs beyond what the shelter can accommodate).
- **4.** Eligibility requirements may be temporarily amended to accommodate a population in need due to weather or crisis, but should always ensure the safety of all Clients. The Selected Operator will inform BC Housing of any such amendments as soon as is reasonably possible.
- **5.** The Selected Operator will not provide Services to any child under the age of nineteen (19) years unless:
 - a. the child is accompanied by the child's parent(s) or legal guardian; or
 - b. the child is referred to the Selected Operator by a social worker acting under the Child, Family and Community Service Act.
- **6.** If a child presents themselves to the Selected Operator requesting Services, the Selected Operator:
 - a. will immediately inform the Ministry of Children and Family Development (MCFD) that the child is homeless, and request instructions on how to proceed;
 - b. will document the date and time of their contact with MCFD, the name of the MCFD worker spoken to, and the instructions received and agreed to; and
 - c. may, if requested by MCFD, provide Services to the child until MCFD is able to make other arrangements, but only if the Provider can provide a private sleeping space for the child.



2.4 Support Services

A. Essential Services Standards

1. Access to Services.

a. Provide access to the Services for the number of hours specified in the *Agreement*.

2. Admission and Discharge. The Selected Operator will:

- a. have written policies and procedures for admission;
- b. explain the Selected Operator's policies and procedures and the Client's rights and responsibilities to Clients on their admission or as soon after as is possible.
- c. have an intake stop date agreed upon by BC Housing that is within two (2) weeks of the shelter closure date, in order to have time for transition planning to ensure Clients have arrangements in place for Housing or alternative shelter space to transition to

3. Accommodation, Nutrition and Hygiene.

- a. provide safe, secure and appropriate sleeping accommodation for Clients;
- b. provide separate and secure sleeping space for men, women, and couples and families;
- c. have written policies regarding the storage of Clients' personal belongings;
- d. provide Clients with clean sheets, pillowcases, a blanket and towels, at a minimum on a weekly basis and whenever a new Client occupies a bed;
- e. provide Clients with personal hygiene items such as soap, shampoo, deodorant, toothbrush, toothpaste, and feminine hygiene products;
- f. provide laundry facilities or laundry products and services at no cost to the Clients. These services may be either on-site or off-site;
- g. provide the number of meals specified in the Agreement. Meals must meet the standards of Eating Well with Canada's Food Guide as published by the Government of Canada;
- ensure all food handling, preparation, storage, serving, etc., is completed in accordance with the Food Premises Regulation of the Public Health Act (or successor legislation). At least one (1) person with FOODSAFE Level I certification shall be present at all times wherever food is handled or served. It is strongly encouraged that one staff member holds a valid FOODSAFE Level II certificate;
- comply with the Food Safety Act (or successor legislation) and provide BC Housing with documentation of annual Food Inspections carried out by the Regional Health Authority;
- j. ensure all kitchen facilities are in compliance with the Food Premises Regulations of the Public Health Act; and



k. provide Meals on a rotating menu.

B. Gateway Services Standards

- **1.** Provide assistance in obtaining appropriate Housing, including referrals to housing providers and completing applications to apply for Housing;
- 2. Ensure Case Planning includes developing a personal plan for each Client, including activities such as:
 - a. assessment using VAT;
 - b. goal setting;
 - c. referrals to appropriate services or resources including, but not limited to, medical services, mental health services, alcohol and drug treatment services, employment programs and life skills training;
 - d. assistance in accessing Income Assistance, Pension Benefits, Disability Benefits, obtaining a BC Identification Card, or establishing a bank account as appropriate;
- **3.** Maintain records of each Client's plan and the progress each Client has made towards the goals in their plan, and whether they remained Housed for six (6) and twelve (12) months; and
- **4.** Collaborate with outreach providers in the community to support Clients in obtaining and maintaining Housing using the Coordinated Access and Assessment process, where possible.

C. Minimal Barrier Shelter Standards

- 1. The Selected Operator is expected to operate shelters as minimal barrier unless otherwise approved by BC Housing, depending on the availability of other adequate services in the same community.
- 2. Minimal barrier shelter means a shelter that accommodates all individuals, twentyfour (24) hours per day, seven (7) days per week, who require shelter services and focuses on bringing people indoors. A minimal barrier shelter should accommodate individuals who:
 - a. require physical accessibility to the shelter and within the shelter;
 - b. are dealing with addictions and/or mental health issues;
 - c. have a pet;
 - d. require appropriately sized and secure storage facilities for their belongings, including a cart, bike etc.;
 - e. require harm reduction supplies on site, including but not limited to clean needles, access to safe disposal (i.e. sharps containers), condoms etc.



D. Staff Requirements

- 1. For all staff providing the Services, whether part-time or full-time, paid or voluntary, the Selected Operator will ensure the staff have the appropriate skills, training and qualifications for the tasks that they perform.
- 2. General Requirements. The Selected Operator will:
 - a. have written policies on eligibility, selection, remuneration, training, safety and security. The safety and security policies and procedures must be in accordance with current Occupational Health and Safety Regulations contained within the Workers Compensation Act;
 - b. ensure staff have orientation on the Services and standards specified in the Agreement;
 - c. ensure staff have orientation on the Select Operator's standards, written policies and procedures related to the Services including health and safety procedures. This will include written policies and procedures to deal with prevention of infections, infectious diseases, exposure to blood and body fluids, and the safe handling of needles;
 - d. 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 Selected Operator is required to have a written policy on the frequency of subsequent criminal record checks; and
 - e. have written policies regarding the use of hazardous cleaning materials that are in accordance with Workplace Hazardous Materials Information System (WHMIS) guidelines.
- **3. Training**. The Selected Operator will also ensure staff have the following training to a level approved by BC Housing:
 - a. Crisis prevention training and/or de-escalation training, non-violent intervention;
 - b. 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;
 - c. Indigenous awareness training;
 - d. Mental health first aid training, including naloxone training;
 - e. Domestic violence safety planning;
 - f. Safety for women in co-ed shelters training;
 - g. Substance use awareness and safety training;
 - h. LGBT2Q+ awareness training;
 - i. Trauma-informed practice training
 - j. Staff self-care training;
 - k. Vulnerability Assessment Tool (VAT) training; and
 - l. BC Housing Database training.



E. Development

- **1.** Maintain the Development's mechanical systems in a working order sufficient to provide hot water, heating and ventilation appropriate for the occupancy levels;
- **2.** Provide BC Housing with documentation verifying that the facilities in the Development meet all current health, fire, building and zoning regulations; and
- **3.** Have a pest control, inspection and treatment plan in place to deal with any outbreaks of pests.
- **4.** Maintenance. The Provider will maintain the Development in a state of good repair for the benefit of the Clients and the community in which the Development is located, and, in particular, will:
 - **a.** ensure the Development is clean, sanitary, safe and free from hazards;
 - **b.** ensure that the Development complies with all applicable statutory health and safety standards and that all required inspections are carried out regularly by the appropriate authorities; and
 - **c.** ensure that fire regulations are observed and that fire inspections are carried out regularly by the appropriate authorities.

2.5 Community and Partnerships

The Selected Operator will be expected to establish and maintain productive relationships with community-based organizations and agencies to include but not limited to:

- a) multiple levels of government.
- b) regional health authorities.
- c) employment agencies.
- d) community agencies.
- e) indigenous governments and organizations.

2.6 Budget & Staff Schedule

A. Operating Budget

- **1.** The Selected Operator will submit a proposed operating budget, in a format provided by BC Housing, for the period matching the Term of this Agreement.
- 2. The proposed operating budget will include all revenues and expenses related to the operation of the Services provided through the Agreement, including a proportion of the Development's building expenses equal to the proportion of the Development allocated to the Temporary Shelter Component, unless such expenses are paid for through another agreement with BC Housing, the Provincial Government or any other funder.
- **3.** In its review of the proposed operating budget, BC Housing will take into account the operating realities of the Services and the Development, the standards



prescribed by the Agreement and the Temporary Shelters, and the actual expenses of the Selected Operator for the Services in previous Fiscal Years. If BC Housing requires changes to the proposed operating budget it will consult with the Selected Operator before approving a revised proposed operating budget.

4. The proposed operating budget of the Agreement includes accommodation for wage and benefit increases identified through ratified union agreements for unionized agencies for the Term of the Agreement, and board of director approved wage, and benefit increases for non-unionized agencies for the Term of the Agreement. Any adjustments will be negotiated and, if agreed to by both parties, reflected in the Operating Budget.

B. STAFF SCHEDULE

- 1. The Selected Operator will submit, at the same time as the proposed operating budget, a Staff Schedule for the Term of the Agreement in a format provided by BC Housing from time to time.
- 2. The Staff Schedule will include the schedules of all staff and list the salaries and benefits which are paid for in full or in part by the funding provided under the Agreement.

2.7 Reconciliation, Equity and Diversity

BC Housing is committed to the principles and processes of Reconciliation, Equity and Diversity.

It is expected that Respondents have programs that actively support these processes and are involved in activities aimed at boosting opportunities for Indigenous and Equity Seeking Groups. These activities among others should provide employment opportunities to support Indigenous and Equity Seeking Groups in their endeavours to find reliable employment and prosper. Note that Equity Seeking Groups include, but are not limited to those groups mentioned the Employment Equity Act, Paragraph 2 as "Aboriginal peoples(sic), persons with disabilities and members of visible minorities," refer to Appendix E – Employment for Equity Seeking Groups defined as individuals for employment.

Equity Seeking Groups, means groups who have historically been and continue to be denied equal access to employment, education or other opportunities, this includes, women, people living with disabilities, those who have been historically marginalized due to race, Indigenous peoples, members of the 2SLGBTQAI+ (Two-Spirit, Lesbian, Gay, Bisexual, Transgender, Queer, Questioning, Intersex, Androgynous and Asexual) communities, recent immigrants and refugees, those who have experienced barriers due to economic opportunities including those with a criminal record, youth and veterans.



3 Evaluation of Responses

3.1 Timetable and Submission Instructions

Respondents should submit their proposals according to the following timetable and instructions.

3.1.1 Timetable

Issue Date of RFPQ:	June 24, 2025
Deadline for Questions:	July 11, 2025 @ 2:00 p.m. PT (Please note that questions asked after this time may not be responded to)
Deadline for Issuing Addenda:	July 21, 2025
Submission Deadline:	August 8, 2025 @ 2:00 p.m. PT

The RFPQ timetable is tentative only and may be changed by BC Housing at any time.

3.1.2 Proposals Must be Submitted in the Prescribed Manner

The submission procedures listed in this document shall be followed by all Respondents. Respondents are cautioned to read the entire RFPQ and follow the procedures required by this RFPQ carefully, as any deviation from these requirements may be cause for rejection.

Proposals must be submitted electronically and received either:

- 1) By **BC Bid** pursuant to BC Bid's online bid submission system (the "**Submission** Location"), or
- 2) Email: <u>BuildingBC@bchousing.org</u> (the "Submission Location").

Proposals delivered electronically via email should have the Respondent's name clearly identifiable and should include the RFPQ's number and title (as set out on the cover page) in the subject line.

NOTE: Respondents must submit proposals only to one of the above-mentioned Submission Locations. No oral (by telephone or otherwise) or written response(s) (by telegraph, facsimile, courier or otherwise) shall be accepted. All responses must be properly signed and dated where requested. Where a Respondent is a corporation, have the responses signed with the legal name of the corporation followed by the legal signature and capacity of an Authorized Representative to bind the corporation into a Contract.



3.1.3 Submissions Must be Submitted on Time

Proposals must be submitted electronically and received by one of the above-mentioned Submission Locations on or before the Submission Deadline. Proposals submitted after the Submission Deadline will not be accepted or evaluated.

Onus and responsibility rests solely with the Respondent to submit its proposal on time as indicated in the RFPQ. Respondents are advised to make submissions well before the deadline. Respondents making submissions near the deadline do so at their own risk.

3.1.4 Amendment of Proposals

Respondents may amend their proposals prior to the Submission Deadline by the same method as prescribed for submission of proposals.

3.1.5 Withdrawal of Proposals

Respondents may withdraw their proposals prior to the Submission Deadline by the same method as prescribed for submission of proposals.

3.2 Stages / Overview of Proposal Evaluation

BC Housing will evaluate proposals in two (2) stages:

3.2.1 Stage I

Stage I will consist of a review to determine which proposals comply with all of the minimum requirements. BC Housing reserves the right to waive informalities and minor irregularities in proposals received subject to the following:

Respondents shall not be allowed to significantly alter or resubmit new proposals after the Submission Date (see **section 3.1.1 Timetable**).

If a Respondent has not complied with one or more of the requirements of this RFPQ, including failing to provide information requested in the Submission Requirements, BC Housing may, in its discretion, issue a rectification notice to the Respondent identifying the deficiency or deficiencies, in which case the following will apply:

- a. if a Respondent receives a rectification notice, the Respondent will have an opportunity to rectify the deficiency or deficiencies described in the notice within the time period set out in the notice, expected to be no more than one Business Day.
- b. if the Respondent is able to rectify such deficiency or deficiencies to BC Housing's satisfaction within the applicable time period, the rectified or additional information provided by the Respondent in response to the rectification notice will be deemed to form part of the Respondent's original Proposal submission.



- c. if the Respondent fails to rectify the deficiency or deficiencies to BC Housing's satisfaction within the applicable time period, BC Housing may reject the Respondent or may proceed to evaluate the Proposal in accordance with this RFP; and
- d. BC Housing is under no obligation to provide a rectification notice to any Respondent, including if BC Housing elects to provide a notice to a different Respondent for a similar deficiency.

3.2.2 Stage II

Stage II will consist of a scoring by BC Housing of each qualified proposal on the basis of the rated criteria as provided below. Those Respondents who meet or exceed the minimum threshold score will be deemed to be prequalified and added to the Source Lists of qualified operators for the respective region(s)/community(ies) identified in <u>Appendix C</u>.

3.3 Stage I - Minimum Requirements, Submission and Rectification

3.3.1 Minimum Requirements

The Proposal should include sufficient information to demonstrate that the Respondent has a good understanding of the Deliverables and to demonstrate that the Respondent can perform the responsibilities and obligations under the Contract.

Responses that are illegible, conditional, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind may be declared informal and rejected.

Other than inserting the information requested on the submission forms set out in the RFPQ, Respondents may not make any changes to any of the forms. Respondents submitting proposals that do not meet the minimum requirements may be provided an opportunity to rectify any deficiencies.

3.3.2 Cover Page

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

3.3.3 Table of Contents

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

3.3.4 Submission Form (<u>Appendix B</u>)

Each proposal should include a Submission Form (<u>Appendix B</u>) completed and signed by an authorized representative of the Respondent.



3.3.5 Identified Region(s)/Community(ies) (<u>Appendix C</u>)

Identify in which specific Region(s) and/ or specific community(ies) your organization is willing to provide Temporary Shelter support services within.

3.3.6 Response Form (<u>Appendix D</u>)

Complete <u>Appendix D – Response Form</u> fully with all responses to the criteria and submit it in whether Word or PDF format, but **NOT** both. Ensure you responses are clear, concise, and fully address this RFPQ requirements.

Submissions addressing all RFPQ requirements and providing related information in the Response Template will receive higher scores.

3.4 Stage I – Suggested Proposal Form

To receive uniformly formatted submissions, this section is intended to provide a summary for the Respondents as to the preferred structure and contents of the responses to this RFPQ.

Respondents should arrange the content of their Proposal in accordance with the sequencing of and using the section numbers and corresponding titles shown in Section 3.3. Any unsolicited information should be included in the section titled "Additional Information".

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

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

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

3.5 Stage II - Evaluation of Rated Criteria

Stage II will consist of a scoring by the evaluators of each qualified proposal on the basis of the rated criteria as provided below.

IMPORTANT! Respondents are required to complete each section in <u>Appendix D - Response</u> Form. Newly established non-profit societies must address RFPQ requirements and respond to rated criteria by including a comprehensive action plan covering areas where they may lack experience. Submissions addressing all RFPQ requirements and providing related information in the Response Template will receive higher scores.

<u>Appendix D – Response Form</u> shall be submitted in either Word or PDF format, **NOT** both.



Note: Respondents shall include relevant examples illustrating their experience and qualifications specific to the region they apply for. If Respondents apply for multiple regions, examples for each region shall be included in the submission. Failure to provide relevant and regions specific examples may result in lower scoring of the submission.

3.5.1 Rated Criteria

The following is an overview of the categories and weighting for the rated criteria of the RFPQ.

Rated Criteria Category	Weighting (Percent)
Respondent's experience	15
Service Delivery Plan	25
Community Partnership & Relationships	15
Operational Capacity	25
Equity, Diversity, Inclusion and Belonging (EDIB)	10
Reconciliation	10
Threshold	55%
Total Percentage	100%

3.5.2 Respondent's Experience (15%)

Respondents should demonstrate their experience providing shelter support services as per the following:

- 1. Overall operation of your non-profit entity: length of operation (in years), demographics served, and shelter programs under which shelter support services have been provided by your organization.
- 2. Clearly explain your organization's philosophy and how this philosophy is embedded within resident support and programs offered.
- 3. Provide details on your experience operating shelter housing and delivering support services.
- 4. Provide details on your experience of accommodating individuals who are experiencing substance use and/or mental health challenges, require harm reduction supplies on site, require access to primary healthcare.
- 5. Provide details on any culturally appropriate services especially in working with marginalized people and indigenous program participants and how these services have benefitted these groups.
- 6. Describe your experience in property management which include basic upkeep and repairs, policy on health and safety of tenants and staff, security, and building systems maintenance.
- 7. Using the following format, include in your proposal a complete listing of properties currently being operated by your organization that are exact or similar to the requirements identified within this RFPQ (use table below).



Name of Property	Location	# of Bldgs	Years Owned or Leased	# of Units	Client Served	Support Services Offered	Annual Operating Budget
TOTAL							

3.5.3 Service Delivery Plan (25%)

Respondents should clearly outline and provide a detailed description of how their organization intends to manage, operate and provide required services as identified in the RFPQ and further explained in the draft Shelter Support Services Sample Agreement (<u>Appendix A</u>).

- 1. Provide policies and procedures outlining your organization's approach, methods, and actions to ensure client eligibility and equal opportunity to access services.
- 2. Identify and clearly explain each service/program your organization currently offers that will benefit shelter residents.
- 3. Provide procedure of referring clients to other community-based services in case where an individual is not eligible for the service, or cannot be accommodated by your organization.
- 4. Provide policies and procedures outlining your organization's approach to ensure the residents and staff safety as well as site security.
- 5. Describe your organization's approach to address client complaints and procedure for escalation.
- 6. Briefly describe your organization's Business Continuity and Emergency Response Plan.

3.5.4 Community Partnerships & Relationships (15%)

Describe the relationships your organization has developed with community-based organizations and agencies, including multiple levels of government and regional health authorities.

1. Using the following format, provide a list of current relationships working with multiple levels of government, including Indigenous governments.

Name of Government Agency	
Type of relationship	
Contract(s) in place? (Y/N)	
Length of relationship	

2. Using the following format, **identify and provide a list of any current partnerships** your organization has with other complementary organizations in the Region(s)/Community(ies) your organization has identified in <u>Appendix C</u> of this RFPQ.



Name of the organization	
Length of partnership	
Role/actions of the Partnership	
Benefit of partnership	

3. Brief explain your process of addressing community and neighbour concerns and complaints and developing and maintaining trust within the local community.

3.5.5 Operational Capacity (25%)

1. Using the following format **provide a list of existing and future projects** your organization are operating or has scheduled or planned to undertake within the next 3 years in the region(s)/community(ies) your organization has identified in <u>Appendix C</u> of this RFPQ.

List of existing and future projects

Name of project	
Type of housing	
Number of buildings & units	
Date started or plan to start	
Provided services	
Number of Full Time Employees	
required	

2. Using the following format, **identify your resource allocation plan and/or employment strategies** e.g., pool of part-time staff, that would enable your society to staff up and operate a supportive housing site. Please emphasize an ability to rapidly mobilize these services. Identify any potential risks your organization may face and how these would be successfully mitigated.

Resource allocation plan and/or employment strategies

Identify strategy	
Short description	
Risk to strategy	
Mitigation	

3.5.6 Equity, Diversity, Inclusion and Belonging (EDIB) (10%)

Describe your organization's demonstrated commitment to equity, diversity, and inclusion and belonging (EDIB) in such areas as:

a. Governance Models

1. Inclusive governance models, board composition and/or established community-based, advisory committees made up of members with lived-experience.



b. Policies and Practices

- 1. Describe the processes, policies, or procedures your organization has in place to reduce barriers to engagement for Equity Seeking Groups.
- 2. Describe any current programs, initiatives or targets your organization has in place that promote employment or training opportunities (such as apprenticeships) for Equity Seeking Groups.
- 3. Targeted programs or partnerships with service providers. Provide examples of prior projects, actions or initiatives that entailed specific targets benefits to Equity Seeking Groups. Please describe the resulting benefits.

c. EDIB Principles

- 1. Provide examples that demonstrate your organization's ability to execute the required scope of work in a manner which embeds trauma informed service delivery and cultural competency.
- 2. Describe your organization's experience in supporting Equity Seeking Groups.

3.5.7 Reconciliation (10%)

Provide the following information with your response:

a. Indigenous Values and Culture:

 Demonstrate your organization's ability to execute the required scope of work in a manner which embeds Indigenous cultural safety and competency, include examples of practices, protocols or policies that reduce barriers to services that support Indigenous women, children, and 2SLGBTQAI+ (Two-Spirit, Lesbian, Gay, Bisexual, Transgender, Queer, Questioning, Intersex, Androgynous and Asexual) who are at risk of experiencing violence or are leaving violence.

Describe practices, protocols or policies that reduce barriers to services that support Indigenous women, girls, and 2SLGBTQAI+ who are fleeing violence in reference to <u>MMIWG</u> <u>Calls for Justice</u> Paragraph 4.7

We call upon all governments to support the establishment and long-term sustainable funding of Indigenous-led low-barrier shelters, safe spaces, transition homes, second-stage housing, and services for Indigenous women, girls, and 2SLGBTQAI+ people who are homeless, near homeless, dealing with food insecurity, or in poverty, and who are fleeing violence or have been subjected to sexualized violence and exploitation. All governments must ensure that shelters, transitional housing, second-stage housing, and services are appropriate to cultural needs, and available wherever Indigenous women, girls, and 2SLGBTQAI+ people reside.

2. Provide examples of prior projects or activities your organization has executed where Indigenous culture and values were factored into the executed workflow. Describe how the engagement with Indigenous rightsholders occurred and how Indigenous values and culture impacted the executed work. Provide examples of engagement or how your organization implemented any cultural needs where Indigenous peoples reside.



3. Describe the processes, policies, or procedures your organization has in place to reduce barriers to engagement for Indigenous organizations/peoples (may include but not limited to; Indigenous employment, mission statements, engagement mandates, language fluencies).

b. Indigenous Engagement:

- 1. Provide examples of vendors or partners previously engaged by your organization who maintain active Indigenous ownership, control, participation, connections (joint-ventures or partnerships) or leadership.
- 2. Describe any policies, procedures or processes your organization has in place that promote engagement and connection with Indigenous communities. Please describe how these policies, procedures or process are conducive to strengthening relationships and achieving the long-term goals of Indigenous communities.

c. Indigenous Community Impacts:

- 1. Describe any current programs, initiatives or targets your organization has in place that promote employment or training opportunities (such as apprenticeships) for Indigenous peoples.
- 2. Provide examples of prior projects, actions or initiatives that entailed specific targets to benefit Indigenous communities. Please describe the resulting benefits.

3.6 Cumulative Score

At the conclusion of qualitative evaluation, all scores will be totalled for proposals. Respondents meeting or exceeded the threshold score will be deemed as prequalified Supportive Housing operators in the Region(s)/Community(ies) your organization has identified in <u>Appendix C</u> of this RFPQ.

[End of Part 3]



4 Terms and Conditions of the RFPQ Process

4.1 General Information and Instructions

4.1.1 Respondents to Follow Instructions

Respondents should structure their proposals in accordance with the instructions in the RFPQ. Where information is requested in the RFPQ, any response made in a proposal should reference the applicable section numbers of the RFPQ where that request was made.

4.1.2 Proposals in English

All proposals are to be in English only.

4.1.3 BC Housing's Information in RFPQ Only an Estimate

BC Housing and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in the RFPQ or issued by way of addenda. Any quantities shown or data contained in the RFPQ or provided by way of addenda are estimates only and are for the sole purpose of indicating to Respondents the general size of the work. It is the Respondent's responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFPQ.

4.1.4 Respondents Shall Bear Their Own Costs

The Respondent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

4.2 Communication after Issuance of RFPQ

4.2.1 Respondents to Review RFPQ

Respondents shall promptly examine all the documents comprising the RFPQ, and

- a. shall report any errors, omissions, or ambiguities; and
- b. may direct questions or seek additional information in writing by email on or before the Deadline for Questions to the BC Housing Contact. All questions submitted by Respondents by email to the BC Housing Contact shall be deemed to be received once the email has entered the BC Housing Contact's email inbox. No such communications are to be directed to anyone other than the BC Housing Contact. BC Housing is under no obligation to provide additional information.



It is the responsibility of the Respondent to seek clarification from the BC Housing Contact on any matter it considers to be unclear. BC Housing shall not be responsible for any misunderstanding on the part of the Respondent concerning the RFPQ or its process.

4.2.2 All New Information to Respondents by Way of Addenda

The RFPQ may be amended only by an addendum in accordance with this section. If BC Housing, for any reason, determines that it is necessary to provide additional information relating to the RFPQ, such information will be communicated to all Respondents by addenda. Each addendum forms an integral part of the RFPQ.

Such addenda may contain important information, including significant changes to the RFPQ. Respondents are responsible for obtaining all addenda issued by BC Housing. In the Submission Form (Appendix B), Respondents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

4.2.3 Post-Deadline Addenda and Extension of Submission Date

If any addendum is issued after the Deadline for Issuing Addenda, BC Housing may at its discretion extend the Submission Date for a reasonable amount of time.

4.2.4 Verify, Clarify and Supplement

When evaluating responses, BC Housing may request further information from the Respondent or third parties in order to verify or clarify or supplement the information provided in the Respondent's proposal. BC Housing may revisit and re-evaluate the Respondent's response or ranking on the basis of any such information.

4.2.5 No Incorporation by Reference

The entire content of the Respondent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the Respondent's proposal will not be considered to form part of its proposal.

4.2.6 Proposal to Be Retained by BC Housing

BC Housing will not return the proposal, or any accompanying documentation submitted by a Respondent.

4.3 Negotiations, Notification and Debriefing

4.3.1 Selection of Top-Ranked Respondent

The top-ranked Respondent, as established under Part 3 – Evaluation of Responses, may receive a written invitation to enter direct contract negotiations with BC Housing.



4.3.2 Timeframe for Negotiations

BC Housing intends to conclude negotiations within thirty (30) days commencing from the date BC Housing invites the top-ranked Respondent to enter negotiations. A Respondent invited to enter direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

4.3.3 Process Rules for Negotiations

Any negotiations will be subject to the process rules contained in this Part 4 – Terms and Conditions of RFPQ Process and the Submission Form (<u>Appendix B</u>) and will not constitute a legally binding offer to enter a contract on the part of BC Housing or the Respondent. Negotiations may include requests by BC Housing for supplementary information from the Respondent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by BC Housing for improved pricing from the Respondent.

4.3.4 Terms and Conditions

The terms and conditions found in the Form of Agreement (<u>Appendix A</u>) are to form the starting point for negotiations between BC Housing and the selected Operator.

4.3.5 Failure to Enter into Agreement

Respondents should note that if the parties cannot execute a contract within the allotted thirty (30) days, BC Housing may invite the next-best-ranked Respondent to enter negotiations. In accordance with the process rules in this Part 4 – Terms and Conditions of RFPQ Process and the Submission Form (Appendix B), there will be no legally binding relationship created with any Respondent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, BC Housing may elect to initiate concurrent negotiations with the next-best-ranked Respondent. Once the above-noted timeframe lapses, BC Housing may discontinue further negotiations with that Respondent. This process shall continue until a contract is formalized, until there are no more Respondents remaining that are eligible for negotiations or until BC Housing elects to cancel the RFPQ process.

4.3.6 Notification to Other Respondents

Other Respondents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once a contract is executed between BC Housing and a Respondent, the other Respondents may be notified directly in writing and shall be notified by public posting in the same manner that the RFPQ was originally posted of the outcome of the procurement process and the award of the contract.



4.3.7 Debriefing

Respondents may request a debriefing after receipt of a notification of award. All requests must be in writing to BC Housing Contact and must be made within thirty (30) days of notification of award. The intent of the debriefing information session is to aid the Respondent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

4.3.8 Bid Protest Procedure

If a Respondent wishes to challenge the outcome of the RFPQ process, it should provide written notice to the BC Housing Contact within sixty (60) days of notification of award, and BC Housing will respond in accordance with its bid protest procedures.

4.4 Prohibited Communications/Confidential Information

4.4.1 Prohibited Respondent Communications

The Respondent shall not engage in any Conflict-of-Interest communications and should take note of the Conflict-of-Interest declaration set out in the Submission Form (<u>Appendix B</u>). For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (<u>Appendix B</u>).

4.4.2 Respondent Not to Communicate with Media

A Respondent may not at any time directly or indirectly communicate with the media in relation to the RFPQ or any contract awarded pursuant to the RFPQ without first obtaining the written permission of the BC Housing Contact.

4.4.3 Confidential Information of BC Housing

All information provided by or obtained from BC Housing in any form in connection with the RFPQ either before or after the issuance of the RFPQ:

- 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 the RFPQ and the performance of any subsequent Contract.
- 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.

4.4.4 Confidential Information of Respondent

The confidentiality of information will be maintained by BC Housing, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their proposals



will, as necessary, be disclosed on a confidential basis, to BC Housing's advisers retained for the purpose of evaluating or participating in the evaluation of their proposals. If a Respondent has any questions about the collection and use of personal information pursuant to the RFPQ, questions are to be submitted to the BC Housing Contact.

4.5 Procurement Process Non-binding

4.5.1 No Contract A and No Claims

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFPQ shall not give rise to any "Contract A"-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the Respondent nor BC Housing shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFPQ.

4.5.2 No Contract until Execution of Written Agreement

The RFPQ process is intended to identify prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Respondent and BC Housing by the RFPQ process until the selected negotiation and execution of a written agreement for the acquisition of such goods and/or services.

4.5.3 Non-binding Price Estimates

While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the Respondents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

4.5.4 Disqualification for Misrepresentation

BC Housing may disqualify the Respondent or rescind a contract subsequently entered if the Respondent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

4.5.5 References and Past Performance

BC Housing's evaluation may include information provided by the Respondent's references and may also consider the Respondent's past performance on previous contracts with BC Housing or other institutions.



4.5.6 Inappropriate Conduct

BC Housing may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by BC Housing, which constitutes a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (<u>Appendix B</u>).

4.5.7 Cancellation

BC Housing may cancel or amend the RFPQ process without liability at any time.

4.6 Governing Law and Interpretation

4.6.1 Governing Law

The terms and conditions in this Part 4 – Terms and Conditions of RFPQ Process (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and construed in accordance with the laws of the province or territory within which BC Housing is located and the federal laws of Canada applicable therein.

[End of Part 4]



Appendix A – Draft Agreement

The Contract includes all the following documents:

- 1. Temporary Shelter Support Services Sample Agreement (Attached)
- BC Housing Supplier Code of Conduct, available at: <u>https://www.bchousing.org/about/doing-business/supplier-centre/contract-essentials</u> (Not Attached)



RFPQ #1070-2526-093 Temporary Winter Shelter Operator Services Within the Province of British Columbia

Appendix B – Submission Form

(See separate attachment)

Appendix C – Identified Regions(s) and Community(ies)

(See separate attachment)

Appendix D – Response Form

(See separate attachment)



Appendix E – Employment for Equity Seeking Groups

Equity Seeking Groups	Individuals for Employment Definition
Indigenous Peoples	First Nations, Métis, and Inuit people. Sometimes used interchangeably with 'Aboriginal Peoples'.
Racialized communities	Refers to an individual or group of individuals including those who are non-white, including Chinese, South Asian, Black, Filipino, Latin American, Southeast Asian, Arab, West Asian, Japanese, Korean, other visible minorities and multiple visible minorities. Racialized communities also include Indigenous People of nations outside of Canada. Often used interchangeably with "Visible minority group."
Recent Immigrants and Refugees	Immigrant: A person who has been granted the right to live in Canada by immigration authorities and has resided in Canada for less than 5 years. Refugee: A person who is forced to flee from persecution and who is located outside of their home country. A person who has been recognized as a refugee and who has been granted the right to live in Canada by immigration authorities.
Persons with-disabilities/ Disabled Persons	A person with a long-term or recurring physical, mental, psychiatric, intellectual, or sensory impairment which, in interaction with various attitudinal and environmental barriers, hinders their full and effective participation in society on an equal basis with others. This is a self-defined characteristic and does not require an external or formal recognition of disability.
Women	Self-identified
Members of the 2SLGBTQIA+ community	An acronym for lesbian, gay, bisexual, transgender, transsexual, queer, questioning, and 2-Spirit.



People identifying as experiencing other barriers to economic opportunity and participation (not included in other Equity- seeking group definitions)	A person who identifies as experiencing barriers to their economic opportunity and participation. This could include but is not limited to, an individual with a previous criminal conviction, an individual who identifies as having a drug or alcohol addiction that has affected their ability to participate economically, a person who has experienced domestic violence that has affected their ability to participate economically, a person who is currently experiencing or has experienced homelessness within the last 5 years, single parents, social housing tenants, and youth aging out of the foster care system
	If an employee identifies themselves in this category, you may consider asking for more information on what they consider this barrier to be – this is voluntary information.
Youth	Individuals aged 29 and under.
Veterans	A person who is serving or who has honourably served in the Canadian Armed Forces, the commonwealth, or its wartime allies, or as a Regular Member of the Royal Canadian Mounted Police, or as a Peace Officer in a Special Duty Area or on a Special Duty Operation, or who has served in the Merchant Navy or Ferry Command during wartime.