



BC Housing

**REQUEST FOR QUALIFICATIONS  
For the  
SRO Renewal Initiative  
RFQ #4221**

**[Conformed: as at November 22, 2011 includes Addenda 1 thru 5]**

**SUMMARY OF KEY INFORMATION**

<b>RFQ TITLE</b>	<p>The title of this RFQ is:</p> <p><b>RFQ – SRO Renewal Initiative</b></p> <p>Please use this title on all correspondence.</p>
<b>CONTACT PERSON</b>	<p>The Contact Person for this RFQ is:</p> <p>Dawn Hart</p> <p>Email: SRI@bchousing.org</p> <p>Please direct all enquiries, by email, to the above named Contact Person.</p> <p><u>No telephone enquiries please.</u></p>
<b>ENQUIRIES</b>	<p>Respondents are encouraged to submit enquiries at an early date to permit consideration by BC Housing; BC Housing may, in its discretion, decide not to respond to any enquiry received after 3:00 p.m. (local time) on the day that is 15 days before the Submission Time.</p>
<b>RECEIPT CONFIRMATION FORM</b>	<p>Addenda and any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form.</p>
<b>SUBMISSION TIME</b>	<p>The Submission Time is:</p> <p><b>11:00 A.M. local Vancouver time on December 15, 2011</b></p>
<b>SUBMISSION LOCATION</b>	<p>Responses are to be submitted to:</p> <p>BC Housing        Suite 1701 - 4555 Kingsway        Burnaby BC V5H 4V8</p>

	<b>Attention:</b> Dawn Hart
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## **1. INTRODUCTION**

### **1.1 PURPOSE OF THIS RFQ**

The purpose of this Request for Qualifications (RFQ) is to invite interested parties to submit Responses indicating their interest in, and qualifications for, the Single Room Occupancy (SRO) Renewal Initiative (the Project). Based on these Responses, the British Columbia Housing Management Commission (BC Housing) intends to select, in accordance with the terms of this RFQ, a shortlist of up to three Proponents to be invited to participate in the next stage of the Competitive Selection Process, the Request for Proposals (RFP) stage.

This RFQ is not a tender or an offer or a request for proposals, and there is no intention by BC Housing to make an offer by issuing this RFQ.

Under the Competitive Selection Process, BC Housing is seeking to enter into a contract (the Project Agreement) with a qualified entity (Project Co) to undertake major renovation and maintenance work to 13 SRO buildings (the Buildings) under a design, build, finance and maintain (DBFM) model.

If a capitalized term used in this RFQ is not defined in Section 7 of this RFQ it will be defined in the section of the RFQ in which it is first used.

### **1.2 ADMINISTRATION OF THIS RFQ**

Partnerships British Columbia Inc. (Partnerships BC) is managing this RFQ and the Competitive Selection Process with BC Housing.

### **1.3 ELIGIBILITY**

Any interested party, or parties, may submit a Response to this RFQ. Respondents may be individuals, corporations, joint ventures, partnerships or any other legal entities.

### **1.4 PROJECT BRIEF**

BC Housing has issued a Project Brief for the purpose of providing an informal and convenient summary of aspects of the Project. The Project Brief is not included as part of the RFQ or RFP, and is not intended to be included with, or referred to in any way in interpreting the requirements of, the RFQ, the RFP, the Project Agreement, or to in any way define or describe any party's rights with respect to the Project.

### **1.5 THE DATA ROOM**

An RFQ Data Room (the Data Room) with background data relating to the Project is available. To receive access to the Data Room and any further information in connection with this RFQ, recipients of this RFQ are required to fully complete, sign and return the Receipt Confirmation Form.

## **2. THE PROJECT**

### **2.1 SRO RENEWAL INITIATIVE**

To address the need for building improvements and to support the residents, the Project will improve the Buildings in the Downtown Eastside (DTES) of Vancouver, providing approximately 900 residents with improved stability in their lives through safer, supportive housing. The improvements will also address the requirement for improvements to commercial space in some of the Buildings.

### **2.2 PROJECT PURPOSE**

The purpose of the Project is to perform renovations and provide maintenance services designed to provide satisfactory accommodation for the residents of the Buildings according to the Project Agreement.

The Project Agreement will require the successful Proponent to design, build, finance, and provide building maintenance and life cycle maintenance services for the renovated buildings for a Project period of approximately 15 years following substantial completion of the 13 Buildings.

### **2.3 PROJECT TEAM**

#### **2.3.1 British Columbia Housing Management Commission (BC Housing)**

BC Housing's mandate is to fulfill the government's commitment to the development, management and administration of subsidized housing as reflected in an Order-in-Council under the Housing Act establishing the British Columbia Housing Management Commission (BC Housing) in 1967.

BC Housing's vision is housing solutions for healthier futures, and its values are integrity, respect, commitment, service and accountability.

Additional information about BC Housing is available at: [www.bchousing.org](http://www.bchousing.org).

#### **2.3.2 Partnerships BC**

Partnerships BC was established by the Province of British Columbia to evaluate, structure and implement partnership delivery solutions for public infrastructure which achieve value for money. BC Housing has engaged Partnerships BC to manage the procurement of the Project.



Additional information about Partnerships BC is available at [www.partnershipsbc.ca](http://www.partnershipsbc.ca).

## 2.4 ADVANCE WORK BY BC HOUSING

Several of the Buildings have had work completed since BC Housing assumed ownership in 2007/2008 to address immediate health and safety issues.

The following sections provide an overview of additional work undertaken on the Project to date, and work planned to be undertaken prior to Financial Close.

### 2.4.1 Building Condition Assessment

The 13 Buildings have had condition surveys and energy audits conducted as part of a broader needs assessment so that the requirements and potential for each Building are understood.

Additional work has been completed by BC Housing and their technical team to verify building condition reports and to identify potential gaps in existing information. These building condition assessments will be made available to proponents during the RFP stage.

### 2.4.2 Consultation with the City of Vancouver

BC Housing anticipates including in the RFP information regarding any variances confirmed with City.

### 2.4.3 Disaster Mitigation

BC Housing expects to include disaster mitigation measures as part of the scope of work for the Project based on the condition surveys conducted. Disaster mitigation measures include various forms of seismic upgrades to identified Buildings.

### 2.4.4 Decant Requirements

BC Housing is developing a decanting protocol and determining requirements to ensure that the Building residents are adequately housed during construction, and to comply with the provisions of the Residential Tenancy Act (RTA). BC Housing expects to provide more detail in the RFP stage.

### 2.4.5 Consultation with Stakeholders and the Public

Relationship building with the DTES community and key stakeholders is an important part of the Project. The following is a current list of identified stakeholder groups:

- First Nations;
- Non-profit SRO partners;
- Downtown Eastside community groups;

- Social Development, Business Development, Employment and Training Organizations;
- Business Improvement Associations (BIA);
- Civic bodies; and
- Other housing providers.

#### 2.4.6 Approval

The Project has been approved to proceed to procurement by the Province of British Columbia. Further approvals from the Project's executive board and the Province are expected to be required prior to issuance of the RFP and prior to Financial Close.

#### 2.4.7 Project Scope

The Project Scope is to undertake major renovations and maintain 13 historic SRO buildings in the DTES involving a range of activities that will include improving:

- Structural elements;
- Exterior enclosures;
- Partitions and doors;
- Finishes;
- Mechanical systems;
- Heritage conservation;
- Building envelope renewal;
- Electrical systems;
- Pest control (through design); and
- Hazardous materials abatement.

#### 2.4.8 Site

All of the Buildings are controlled by BC Housing and their intended use is not anticipated to change. As these are existing buildings, site preparation should not be required; however some minor site work may be required for certain buildings. BC Housing expects to provide more detail in the RFP phase of the Project.

#### 2.4.9 Functional Changes

Buildings will be renovated primarily based on their existing use; however some minor functional changes are anticipated. BC Housing is in the process of completing this functional assessment and related Performance Specifications and expects to provide more detail in the RFP phase of the Project.

#### 2.4.10 Performance Specifications

BC Housing is in the process of completing its requirements and drafting of Performance Specifications, including general requirements and those specific to each Building.

### 2.5 GENERAL SCOPE OF PROJECT CO'S RESPONSIBILITY

BC Housing is seeking a Project Co possessing expertise working with older, tenanted buildings, including expertise in dealing with the following unique considerations relevant to the Project:

#### Design and Major Renovation

The Buildings present unique renovation challenges due to their age, condition, configuration and use. These challenges can include the need for hazardous material abatement, some seismic work, addressing heritage conservation requirements and pest control. It will also be important for Project Co to have experience that will enable it to work effectively with the City as a stakeholder to address these challenges, particularly understanding and implementing code requirements for the Buildings. Experience with planning and scheduling for residential tenant relocation during renovation will also be important, as will reducing the impact on commercial tenants.

#### Long Term Facility Maintenance and Rehabilitation

Project Co will have an ongoing, working relationship with the Building operators both during renovations and throughout the facility maintenance and rehabilitation period (15 years after the last Building is to be completed). The Buildings are currently operated by four non-profit groups that are responsible for running the Buildings including tenant management and provision of services. Project Co should therefore also have expertise working closely with comparable organizations, particularly organizations working with populations that have a similar profile to the Building residents.

#### Community Engagement

The Building tenants represent a unique demographic as they are considered "hard to house" and at risk of homelessness, and may include people who suffer from addictions and/or mental illness and/or are unable to communicate in English. The partner should have experience and an understanding of the requirements for working with tenants in situ, as well as with supporting ongoing communications and engagement with tenants and their community.

BC Housing is also seeking a Project Co with experience: (1) effectively working with social development agencies (including those supporting aboriginal groups); (2) with education, skills training and employing local residents and services; and (3) developing longer term legacy initiatives to benefit residents and the community beyond a Project's term.

Background information on the Buildings and organizations working with BC Housing to manage the Buildings will be made available during the RFQ process in the Data Room as outlined in section 1.5.

**WITHOUT THE WRITTEN CONSENT OF BC HOUSING, RESPONDENTS MAY NOT VISIT OR OTHERWISE ACCESS THE BUILDINGS, OR CONTACT THE BUILDING RESIDENTS.**

Additional details regarding the general scope of Project Co's responsibility are outlined in the following sections.

#### 2.5.1 Project Agreement

The Project will be managed under one Project Agreement. BC Housing intends to attach a Draft Project Agreement to the RFP which will include:

- (a) Performance Specifications for the design, construction and maintenance of the Project;
- (b) the scope of services to be provided by the successful Proponent; and
- (c) proposed commercial terms.

The Final Draft Project Agreement will be the basis upon which Proposals will be prepared in response to the RFP.

#### 2.5.2 General Scope of Responsibility

BC Housing anticipates that the general scope of Project Co's responsibility under the Project Agreement will be as follows:

- (a) Design

Project Co will be responsible for all aspects of the design for the Project including the integration of the various building components with each other. The final design will comply with the Performance Specifications that will be included in the Project Agreement, and all applicable laws, zoning, code and heritage requirements. The RFP will request Proposals that include representative schematic designs.

- (b) Renovations

Project Co will be completely responsible for:

- i. obtaining all permits and approvals necessary for the Project, excluding zoning approvals already in place; and

ii. substantial completion of all Buildings by January 2017.

(c) Equipment

Project Co will be responsible to design the Project and to supply, procure, install and maintain items of equipment as identified in the Project Agreement. Typically, this will be equipment that needs to be integrated into the design, such as building security and control systems, or equipment that is needed to operate the physical infrastructure, such as elevators and mechanical systems.

The Project Agreement may also include the management of contracts for specified equipment.

Other equipment may be purchased by BC Housing and will need to be integrated into the design, and in some cases installed by Project Co.

The relevant categories of equipment, and responsibilities for each, will be set out in the Project Agreement.

(d) Finance

It is anticipated that BC Housing will make milestone payments during construction (the amount, timing and terms and conditions of which will be set out in the RFP, but which are anticipated to be up to 25 per cent of Project capital costs). Project Co will be required to provide all other required funding for design, construction, finance costs and maintenance, by way of equity and/or debt financing.

BC Housing will pay Project Co annual service payments over the term of the Project in accordance with the Project Agreement. The annual service payments are subject to deductions if performance requirements are not met. Details will be available in the RFP. It is anticipated that there will be an affordability ceiling in the RFP stipulating a maximum net present cost of the annual service payments over the term of the Project Agreement and that it will be mandatory to comply with this requirement.

(e) Maintenance Services

During the term of the Project Agreement after occupation of the Project by BC Housing, Project Co will be required to provide maintenance services, which may include:

- Maintenance planning;
- Major systems condition assessment;
- Major building system operations;
- Compliance and regulatory inspections;
- Building security systems;
- Grounds maintenance; and

- 24 hour maintenance call centre.

Day to day building management, tenant management and tenant support services will continue to remain the responsibility of BC Housing and/or BC Housing's designated operator. Non-profit organizations currently provide these services under contract to BC Housing.

(f) Life Cycle Maintenance

Project Co will be responsible for the life cycle maintenance of the Buildings. In addition, Project Co will be required to maintain the Buildings to the agreed physical and performance standards during the term of the Project Agreement, and to return the Buildings to BC Housing in the specified condition at the end of the term. Examples of included Life Cycle Maintenance activities are:

- Short term and long term capital planning;
- Major capital renewals; and
- Major capital repairs.

(g) Wood First

As contemplated by the Wood First Act (British Columbia), Project Co will be required to use wood in the Buildings consistent with Wood First legislation.

(h) Community Engagement

(i) Social Development

BC Housing values social development and community engagement. Each Proponent will be asked in the RFP to propose a social development initiative, for which Project Co will be responsible under the Project Agreement, which may include activities such as:

- Community economic development, skills training and/or other forms of capacity building;
- Aboriginal capacity building; and
- Tenant and/or community activities such as hosting community events and/or other forms of community interaction;

(ii) Communication and Consultation

BC Housing and Project Co will work together on all aspects of public communication and consultation as set out in the Project Agreement, which may include activities such as providing residents and the community with regular updates and other means of accessing information on the Project's goals, scope and progress.

(i) Tenant Impact

Project Co, BC Housing and the Building operators will work together to minimize the impact on residents and commercial tenants in implementing the Project.

## 2.6 COMMERCIAL TERMS

### 2.6.1 Key Commercial Terms

The following are some of the key commercial terms that BC Housing anticipates will be included in the Project Agreement:

- (a) Term: The term of the Project Agreement will commence on signing and will expire 15 years after the anticipated substantial completion of all of the Buildings. It is anticipated that construction activity will commence in August, 2012 and the Buildings will all be substantially complete and available for use in January, 2017.;BC Housing may desire to enter into an early works agreement with the Preferred Proponent on specific elements of the Project;
- (b) Payment: BC Housing will pay Project Co a monthly service payment . At this time BC Housing anticipates that service payments in respect of particular Buildings or group of Buildings will commence when those Buildings are completed even though work has not been completed on all of the Buildings. Further details will be available in the Draft Project Agreement;
- (c) Payment Deductions: The Project Agreement will permit BC Housing to make deductions from the payments if Project Co fails to make the functional areas available for use as required by the Project Agreement, or fails to meet the defined performance standards; and
- (d) End of Term: The Project Agreement will describe the hand-back requirements for the Buildings at the end of the term and describe the provisions to enforce those requirements.

## 3. COMPETITIVE SELECTION PROCESS

This section describes the process that BC Housing expects to use in the selection of a Preferred Proponent and the execution of the Project Agreement. The anticipated Competitive Selection Process includes two stages: the RFQ stage, and the RFP stage which includes Financial Close.

### 3.1 RFQ STAGE

BC Housing anticipates that it will select a shortlist of no more than three Respondents, and then issue an RFP to that shortlist only, from which the Preferred Proponent will be selected in accordance with the terms of the RFP.

### 3.2 RFP STAGE

The objective of the RFP stage is to select the Preferred Proponent who may be offered the opportunity to enter into the Project Agreement, and to award the Project Agreement.

### 3.2.1 Collaborative Discussions

The RFP stage will include collaborative discussions relating to technical and commercial matters through workshops and topic meetings in accordance with the terms of the RFP, to allow Proponents to provide comments on Project-specific issues raised through the process.

BC Housing anticipates that the RFP stage will allow Proponents to provide input on the Draft Project Agreement as follows:

- (a) BC Housing will invite each Proponent to review the Draft Project Agreement as attached to the RFP and then meet confidentially and separately with BC Housing to discuss any comments or amendments that the Proponent requests to be considered; and
- (b) BC Housing will consider all comments and requested amendments received from the Proponents and may, at the absolute discretion of BC Housing, amend the Draft Project Agreement, and by one or more Addenda issue a revised Draft Project Agreement. Ultimately BC Housing will issue a final version of the Draft Project Agreement (the Final Draft Project Agreement) as the common basis for the preparation of Proposals by the Proponents.

### 3.2.2 Investigations

BC Housing has completed building condition assessments. Depending on the result of the Collaborative Discussions, additional building condition investigations may be undertaken, either by Proponents, or by BC Housing based on input from Proponents.

### 3.2.3 RFP Submission

The form of the RFP submission will be described in the RFP and will address both technical and financial aspects of the Project. It is anticipated that a technical submission addressing the technical aspects of the RFP will be submitted in advance of the financial submission.

The technical submission will not require pricing, but is anticipated to be well-developed and include the following:

- (a) a conceptual layout identifying key elements of the Proponent's technical proposal; and
- (b) plans outlining the Proponent's approach to items such as: tenant decanting and occupancy, quality assurance, construction management, maintenance, heritage requirements, communications, traffic and environmental management, including the handling of hazardous materials.



It is anticipated that the financial submission during the RFP stage will occur shortly after the technical submission. The financial submission is expected to include the following:

- (c) fully committed equity and debt financing including confirmation from the Proponent’s funding sources confirming acceptance of the terms of the Project Agreement;
- (d) a commitment to enter into the Project Agreement by Project Co; and
- (e) committed pricing for the Project.

### 3.3 COMPENSATION FOR PARTICIPATION IN THE COMPETITIVE SELECTION PROCESS

BC Housing will not provide any compensation to Respondents for participating in the RFQ stage of the Competitive Selection Process.

If the Competitive Selection Process continues into the RFP stage BC Housing intends to make provision for partial compensation being payable in accordance with the terms of the RFP, in the amount of \$400,000.

If the Competitive Selection Process is successfully completed, partial compensation will be paid to each Proponent that is not selected as the Preferred Proponent, subject to the terms of the RFP and provided that such Proponent meets all the conditions for payment described in the RFP. These conditions are anticipated to include, but will not be limited to, the submission of a compliant Proposal, the transfer of all intellectual property rights to BC Housing and the execution and delivery of a full release of any and all Claims and a waiver of liability in favour of BC Housing.

### 3.4 COMPETITIVE SELECTION TIMELINE

The following is BC Housing’s estimated timeline for the Competitive Selection Process and the Project:

Activity	Timeline
RFQ Issue Date	October 20, 2011
Introductory Project Meeting	October 26, 2011
RFQ Submission Time	December 8, 2011
Respondent interviews/presentations (optional)	TBD
Announce Shortlisted Respondents	January 20, 2012
Issue RFP and Draft Project Agreement to Proponents	January 23, 2012
Collaborative Sessions #1	February 13 – 17, 2012
Investigations	February 20 – March 23, 2012

<b>Activity</b>	<b>Timeline</b>
Collaborative Sessions #2	March 26 – 30, 2012
Collaborative Session #3 (if required)	April 23 - 26, 2012
Issue Final Draft Project Agreement	April 30, 2012
Technical Submission	May 15, 2012
Financial Submission	June 30, 2012
Selection of Preferred Proponent	July 23, 2012
Early Works Commences	August 31, 2012
Financial Close	September 27, 2012
Construction Commences	September 28, 2012
All Buildings Substantially Completed	January, 2017

All dates in the above timeline are subject to change at the sole and absolute discretion of BC Housing.

### 3.5 INTRODUCTORY PROJECT MEETING

BC Housing intends to hold an introductory meeting to introduce the Project to which all interested parties will be invited. Attendance will not be mandatory. Minutes will not be prepared or circulated. Any issues arising that require clarification will be included in this RFQ by way of Addendum. The meeting will not include a tour of any of the Buildings. The date of this meeting will be October 26, 2011 in Vancouver, British Columbia. All parties who wish to attend should complete and submit a Receipt Confirmation Form for further details.

## 4. SUBMISSION AND PROCESS INSTRUCTIONS

### 4.1 MANDATORY SUBMISSION REQUIREMENTS

Responses to this RFQ must be received at the Submission Location before the Submission Time as stated in the Summary of Key Information. Responses received after the Submission Time will not be considered and will be returned unopened. All times will be determined with reference to the clock used by the Contact Person for that purpose.

### 4.2 RESPONSE FORM AND CONTENT

Responses to this RFQ should be in the form and content described in Appendix A.

### 4.3 LANGUAGE OF RESPONSES AND ENQUIRIES

Responses should be in English. Any portion of a Response not in English may not be evaluated.

### 4.4 NO FAX OR EMAIL SUBMISSION

Responses submitted by fax or email will **not** be accepted.

### 4.5 RECEIPT OF COMPLETE RFQ

Respondents are solely responsible to ensure that they have received the complete RFQ, as listed in the table of contents of this RFQ, plus any Addenda. Each and every Response is deemed to be made on the basis of the complete RFQ issued prior to the Submission Time. BC Housing accepts no responsibility for any Respondent that does not receive all RFQ information.

### 4.6 RECEIPT CONFIRMATION FORM

Any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form (Appendix B). This form will be completed, executed and delivered to the Contact Person via email.

### 4.7 ENQUIRIES

Respondents are encouraged to submit enquiries using the Request for Information Form (Appendix G) at an early date to permit consideration by BC Housing; BC Housing may, in its discretion, decide not to respond to any enquiry received after 3:00 p.m. (local time) on the day that is 15 days before the Submission Time.

All enquiries regarding any aspect of this RFQ should be directed to the Contact Person by email, and the following will apply to any enquiry:

- (a) any responses will be in writing;
- (b) enquiries to, and responses from, the Contact Person will be recorded;
- (c) a Respondent may request that a response to an enquiry be kept confidential if the Respondent considers the enquiry to be commercially sensitive, and if BC Housing decides that an enquiry should be distributed to all Respondents, then BC Housing will permit the enquirer to withdraw the enquiry rather than receive a response; and
- (d) subject to section 4.7(c) any enquiry and response may, in BC Housing's discretion, be distributed to all Respondents, if BC Housing in its absolute discretion considers the matter to be a matter of substance or a matter that should be brought to the attention of all Respondents for purposes of fairness in, or maintaining the integrity of, the Competitive Selection Process. BC Housing may keep either or both the enquiry and response confidential if in the judgment of BC Housing it is fair or appropriate to do so.

#### 4.8 UNOFFICIAL INFORMATION

Information offered to Respondents in respect of this RFQ from sources other than the Contact Person is not official, may be inaccurate, and should not be relied on in any way, by any person for any purpose.

#### 4.9 DELIVERY AND RECEIPT OF FAX AND EMAIL COMMUNICATIONS

No fax communication with the Contact Person is permitted with respect to the Project.

The following provisions apply to any communications with the Contact Person, or the delivery of documents to the Contact Person, by email where such email communications or delivery is permitted by the terms of this RFQ:

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

- (a) for ensuring that any electronic email system being operated for BC Housing or Partnerships BC is in good working order, able to receive emails, or not engaged in receiving other emails such that a Respondent's email cannot be received; and/or
- (b) if a permitted email communication or delivery is not received by the Contact Person, or received in less than its entirety, within any time limit specified by this RFQ.

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

#### 4.10 ADDENDA

BC Housing may, in its absolute discretion through the Contact Person, amend or clarify the terms or contents of this RFQ at any time before the Submission Time by issuing a written Addendum. Written

Addenda are the only means of amending or clarifying this RFQ, and no other form of communication, whether written or oral, including written responses to enquiries as provided by section 4.7, will be included in or in, any way amend or clarify this RFQ. Only the Contact Person is authorized to amend or clarify this RFQ by issuing an Addendum. No other employee or agent of BC Housing is authorized to amend or clarify this RFQ. BC Housing will send a notification of any Addendum to all parties who have delivered a completed Receipt Confirmation Form. All future Addenda will be posted only in the Data Room.

#### 4.11 INCONSISTENCY BETWEEN PAPER AND ELECTRONIC FORM

If there is any inconsistency between the paper form of a document and the digital, electronic or other computer readable form, the paper form of the document in the custody of BC Housing prevails.

#### 4.12 REVISIONS PRIOR TO THE SUBMISSION TIME

A Respondent may amend or withdraw its Response at any time prior to the Submission Time by delivering written notice to the Contact Person at the Submission Location prior to the Submission Time.

#### 4.13 RESPONSE DECLARATION FORM

Respondents are required to complete the Response Declaration Form, substantially in the form attached as Appendix D or as otherwise acceptable to BC Housing in BC Housing's discretion, and should include the completed form as part of its Response. The Response Declaration Form must be executed by a signatory with authority to bind each member of the Respondent Team, and for clarity such signatory may be different than the Respondent's Representative.

#### 4.14 RELATIONSHIP DISCLOSURE FORM

A Respondent is required to complete and execute the Relationship Disclosure Form, substantially in the form attached as Appendix E, or as otherwise acceptable to BC Housing in BC Housing's discretion.

## 5. EVALUATION

### 5.1 EVALUATION

The evaluation of Responses will be carried out by BC Housing with assistance from other persons as BC Housing may decide it requires, including technical, financial, legal and other advisors or employees of BC Housing or Partnerships BC.

### 5.2 EVALUATION CRITERIA

BC Housing will evaluate Responses by application of the Evaluation Criteria as outlined in Appendix A.

### 5.3 EVALUATION AND SELECTION PROCEDURES

To assist in the evaluation of the Responses, BC Housing may, in its sole and absolute discretion, but is not required to:

- (a) conduct reference checks relevant to the Project with any or all of the references cited in a Response to verify any and all information regarding a Respondent, inclusive of its directors/officers and Key Individuals;
- (b) conduct any background investigations and/or seek any additional information that it considers necessary in the course of the Competitive Selection Process;
- (c) seek clarification of a Response or supplementary information from any or all Respondents;
- (d) request interviews/presentations with any, some or all Respondents to clarify any questions or considerations based on the information included in Responses or seek any supplementary information; and
- (e) rely on and consider any information obtained as a result of such reference checks, background investigations, requests for clarification or supplementary information, interviews/presentations, and/or any additional information in the evaluation of Responses.

BC Housing is not obligated to complete a detailed evaluation of all Responses and may, in its discretion, after completing a preliminary review of all the Responses, discontinue detailed evaluation of any Respondent who, when compared to the other Respondents, BC Housing judges is not in contention to be shortlisted.

BC Housing will notify Respondents of the RFQ results by sending a written notice to the Respondent's Representative.

BC Housing will conduct a debriefing, upon request, for any Respondent if the debriefing is requested within three months after a shortlist has been announced. In a debriefing BC Housing will discuss the

relative strengths and weaknesses of that Respondent's Response, but BC Housing will not disclose or discuss any Confidential Information of another Respondent.

#### 5.4 INTERVIEWS/PRESENTATIONS

Respondents may be required by BC Housing to have interviews or present their Response during the evaluation process at the request of BC Housing. The presentations should be specific to the Project and may not contain any marketing information of the Respondent or any member of the Respondent Team.

#### 5.5 CHANGES TO PROPONENT TEAMS

BC Housing intends to issue the RFP only to the entities that have been shortlisted under this RFQ (Proponents). If for any reason a Proponent wishes or requires to make a change to its list of team members as listed in the Respondent's Response (either by adding new members, deleting listed members or substituting new members for listed members), then the Proponent will submit a written application (with such information as BC Housing may require, including a comprehensive description of the change, the reason for the change and sufficient information and documentation, including as to suitability, knowledge, skills, resources, experience, qualification and abilities of the new member(s)) to BC Housing for approval. BC Housing, in its sole and absolute discretion, may grant or refuse to grant permission for a change to a Proponent's team list, considering BC Housing's objective of achieving a Competitive Selection Process that is not unfair to other Proponents, and without limiting the above.

BC Housing's discretion to give approval for changes to a Proponent's team membership includes discretion to approve requests for changes to facilitate or permit changes in ownership or control of a Respondent or a team member; and discretion to approve changes to the legal relationship between team members such as the creation of a new joint venture or other legal entity that will take the place of the Proponent.

BC Housing may refuse to permit a change to the membership of a Proponent's team if:

- (a) the change would, in BC Housing's judgment, result in a weaker team than the Respondent's team as listed in its Response to this RFQ; or
- (b) the evaluation of the new team, using the Evaluation Criteria described in Appendix A, would rank the Respondent with its changed team lower than another Respondent that had not been shortlisted.

## **6. RFQ TERMS AND CONDITIONS**

### **6.1 NO OBLIGATION TO PROCEED**

This RFQ does not commit BC Housing in any way to proceed to an RFP stage or award a contract, and BC Housing reserves the complete right to at any time reject all Responses and to terminate the Competitive Selection Process established by this RFQ and proceed with the Project in some other manner as BC Housing may decide in its absolute discretion.

### **6.2 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT AND CONFIDENTIALITY**

All documents and other records in the custody of, or under the control of, BC Housing are subject to the Freedom of Information and Protection of Privacy Act (FOIPPA) and other applicable legislation. Except as expressly stated in this RFQ and subject to the FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFQ will be considered confidential; however such information or parts thereof may be released pursuant to requests under FOIPPA or other applicable legislation.

By submitting a Response, the Respondent represents and warrants to the Province that the Respondent has complied with applicable Laws, including by obtaining from each Person any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Province as part of the Response for the purposes of this RFQ and the Competitive Selection Process.

### **6.3 CONFIDENTIALITY OF BC HOUSING INFORMATION**

All non-public information pertaining to, or provided by, Partnerships BC or BC Housing obtained by a Respondent as a result of participation in this RFQ is confidential and will not be disclosed without written authorization from Partnerships BC or BC Housing (as applicable). By submitting a Response a Respondent will be deemed to have agreed to all the terms of the Confidentiality Agreement attached as part of Appendix C to this RFQ.

Proponents will also be required to sign a Participation Agreement as a condition of participating in the RFP, and such agreement will include confidentiality and other provisions. BC Housing expects that the form of the Participation Agreement will be substantially as set out in Appendix F.

### **6.4 COST OF PREPARING THE RESPONSE**



Each Respondent is solely responsible for all costs it incurs in the preparation of its Response, including without limitation all costs of providing information requested by BC Housing, attending meetings and conducting due diligence.

#### 6.5 NO REPRESENTATION OR WARRANTY

Each Respondent acknowledges by its submission of a Response that it has investigated and satisfied itself of every condition that affects the Project. Each Respondent further acknowledges and represents that its investigations have been based on its own examination, knowledge, information and judgment, and not upon any statement, representation, or information made or given by BC Housing, the Contact Person or any advisor to BC Housing, other than the information contained in this RFQ. Submission of a Response is deemed to be conclusive evidence that the Respondent has made such investigations and that the Respondent is willing to assume, and does assume, all risks affecting the Project, except as otherwise specifically stated in this RFQ. BC Housing accepts no responsibility for any Respondent lacking any information.

#### 6.6 RESERVATION OF RIGHTS

BC Housing reserves the right, in its sole and absolute discretion, to exercise any or all of the following rights:

- (a) amend the scope of the Project, modify, cancel or suspend the RFQ process or any or all stages of the Competitive Selection Process, at any time for any reason;
- (b) accept or reject any Response based on the Evaluation Criteria as evaluated by BC Housing;
- (c) disqualify a Response that fails to meet the stated Mandatory Submission Requirements under section 4 of this RFQ, or for any of the reasons set out in section 2.2 of Appendix A, or any other reason BC Housing determines appropriate;
- (d) waive a defect, irregularity, non-conformity or non-compliance in or with respect to a Response or failure to comply with the requirements of this RFQ, except for Mandatory Submission Requirements, and accept that Response even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFQ would otherwise render the Response null and void;
- (e) not accept any or all Responses;
- (f) reject or disqualify any or all Response(s) for any reason without any obligation, compensation or reimbursement to any Respondent or any of its team members;
- (g) re-advertise for new Responses, call for quotes, proposals or tenders, or enter into negotiations for this Project or for work of a similar nature;

- (h) make any changes to the terms of the business opportunity described in this RFQ; and
- (i) extend, from time to time, any date, any time period or deadline provided in this RFQ, upon written notice to all Respondents who submitted a Receipt Confirmation Form.

## 6.7 LIMITATION OF DAMAGES

Each Respondent, by submitting a Response, agrees that in no event will BC Housing or Partnerships BC or any of their employees, advisors or representatives, be liable, under any circumstances, for any Claim, or to reimburse or compensate the Respondent in any manner whatsoever, including but not limited to costs of preparation of the Response, loss of anticipated profits, loss of opportunity, or for any other matter. Without in any way limiting the above, each Respondent specifically agrees that it will have absolutely no Claim against BC Housing or any of its employees, advisors or representatives if BC Housing for any reason whatsoever:

- (a) does not select a shortlist of Respondents;
- (b) suspends, cancels, or in any way modifies the Project or the Competitive Selection Process (including modification of the scope of the Project or modification of this RFQ or both);
- (c) accepts any compliant or non-compliant Response or selects a shortlist of one or more Respondent(s);
- (d) under the terms of this RFQ permits or does not permit a Restricted Party to advise, assist, or participate as part of a Respondent Team; or
- (e) for any breach or fundamental breach of contract or legal duty of BC Housing, whether express or implied.

The Respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, if the Respondent is not shortlisted in the Competitive Selection Process or for any other reason whatsoever.

## 6.8 OWNERSHIP OF RESPONSES

All Responses submitted to BC Housing become the property of BC Housing.

## 6.9 CONFIDENTIALITY, DISCLOSURE AND TRANSPARENCY

BC Housing is committed to an open and transparent Competitive Selection Process, while understanding the Respondents' need for protection of confidential commercial information. To assist BC Housing in meeting its commitment, Respondents will cooperate and extend all reasonable accommodation to this endeavour.

BC Housing expects to disclose the following information during this stage of the Competitive Selection Process: this RFQ document, the number of Respondents, and the names of Proponents.

To ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the outcome of the Competitive Selection Process, the disclosure of any public information generated in relation to the Project, including communications with the media and the public, will be coordinated with, and is subject to prior approval of, BC Housing.

Respondents will notify BC Housing of any and all requests for information or interviews received from the media.

Respondents will ensure that all members of the Respondent Team and all others associated with the Respondent also comply with these requirements.

#### 6.10 NO COMMUNICATION OR COLLUSION

By submitting a Response, a Respondent, on its own behalf and as authorized agent of each firm, corporation or individual member of the Respondent Team, represents and confirms to BC Housing, with the knowledge and intention that BC Housing may rely on such representation and confirmation, that its Response has been prepared without collusion or fraud, and in fair competition with Responses from other Respondents.

Respondents and their Respondent Team members are not to discuss or communicate, directly or indirectly, with other Respondents or their Respondent Team members or any of their respective directors, officers, employees, consultants, advisors, agents or representatives regarding the preparation, content or submission of their Responses or any other aspect of the Competitive Selection Process.

#### 6.11 NO LOBBYING

A Respondent, and any firms, corporations or individual members of a Respondent Team, or any of their respective representatives, will not attempt to communicate directly or indirectly with any representative of BC Housing, Partnerships BC, the Fairness Advisor's firm except the individual appointed as Fairness Advisor, or any representative of BC Housing, at any stage of this RFQ process, including during the evaluation process, except as expressly directed or permitted by BC Housing. BC Housing reserves the right to disqualify a Respondent that contravenes this section 6.11.

#### 6.12 RELATIONSHIP DISCLOSURE AND REVIEW PROCESS

BC Housing reserves the right to disqualify any Respondent that in BC Housing's opinion has a conflict of interest or an unfair advantage, whether existing now or is likely to arise in the future, or may permit the

Respondent to continue and impose such conditions as BC Housing may consider to be in the public interest or otherwise required by BC Housing.

Respondents must submit the form attached as Appendix E and disclose all conflicts of interest or unfair advantage.

Respondents, including all firms, corporations or individual members of a Respondent Team, will promptly disclose to the Contact Person any potential conflict of interest and existing business relationships they may have with BC Housing, Partnerships BC or any members of BC Housing or others providing advice or services to BC Housing with respect to the Project, or any other matter that gives rise, or might give rise, to an unfair advantage. At the time of such disclosure, the Respondent will advise the Contact Person how the Respondent proposes to mitigate, minimize or eliminate the situation.

For the purposes of this RFQ, references to unfair advantage include references to Confidential Information that is not, or would not reasonably be expected to be, available to all Respondents.

BC Housing and the COI Adjudicator may, in their discretion, consider actual, perceived or potential conflicts of interest and unfair advantage.

#### 6.12.1 Use or Inclusion of Restricted Parties

BC Housing may, in its sole and absolute discretion, disqualify a Respondent, or may permit a Respondent to continue and impose such conditions as BC Housing may consider to be in the public interest or otherwise required by BC Housing, if the Respondent is a Restricted Party, or if the Respondent uses a Restricted Party:

- (a) to advise or otherwise assist the Respondent respecting the Respondent's participation in the Competitive Selection Process; or
- (b) as a Respondent Team member or as an employee, advisor or consultant to the Respondent or a Respondent Team member.

Each Respondent is responsible, and bears the onus, to ensure that neither the Respondent nor any Respondent Team member uses or seeks advice or assistance from any Restricted Party or includes any Restricted Party in the Respondent Team except as permitted by this Section 6.12.

#### 6.12.2 Current Restricted Parties

At this RFQ stage, and without limiting the definition of Restricted Parties, BC Housing has identified the following persons, firms or organizations as Restricted Parties.

- exp Global Inc. (formerly Trow Associates Inc.) and their sub-consultants (BC Housing's compliance team) including;

- McGinn Engineering & Preservation Ltd / Barry McGinn, Architect;
- Omicron;
- LMDG Building Code Consultants Ltd.;
- Luiz Leon & Associates Ltd.;
- Pioneer Engineering Consultants Ltd.;
- Prism Engineering Ltd.;
- Pacific Meridian Consulting Inc.;
- Pacific Environmental Consulting and Occupational Hygiene Services; and
- Liahona Security.
- Gordon MacKenzie Architect Incorporated and their sub-consultants including;
  - JM Engineering Ltd.;
  - FWD Systems Design Ltd.; and
  - Roy Campbell Ltd.
- PricewaterhouseCoopers LLP (Business Advisor);
- MHPM Project Managers Inc.;
- Boughton Law Corporation (COI Adjudicator);
- Joan M. Young, McMillan LLP, Fairness Advisor;
- BTY Group (Quantity Surveyor);
- Bull Housser & Tupper LLP (Legal Advisor);
- Better Outcomes Consulting Inc.; and
- The Province of British Columbia, BC Housing and Partnerships BC, including their former and current employees who fall within the definition of Restricted Party.

This is not an exhaustive list of Restricted Parties. Additional persons, firms or organizations may be added to or deleted from the list during any stage of the Competitive Selection Process through an Addendum.

### 6.12.3 Shared Use

A Shared Use Person is a person identified by BC Housing as eligible to enter into arrangements with any and all Respondents but may not enter into exclusive arrangements with any Respondent. As of the date of this RFQ, no Shared Use Persons have been identified.

### 6.12.4 Conflict of Interest Adjudicator

BC Housing has appointed a conflict of interest adjudicator (COI Adjudicator) to provide decisions on any conflict of interest or unfair advantage issues that are referred to the COI Adjudicator, including whether a person is a Restricted Party.

The COI Adjudicator and BC Housing may make decisions or exercise rights under this section 6.12 and this RFQ for conflicts of interest or unfair advantage whether addressed in advance or otherwise, and all provisions of this section 6.12 will apply with such modifications as BC Housing or the COI Adjudicator may consider necessary.

There is no requirement to refer all conflict of interest or unfair advantage issues to the COI Adjudicator.

### 6.12.5 Request for Advance Decision

A Respondent or a prospective member or advisor of a Respondent Team who has any concerns regarding whether a current or prospective employee, advisor or member of that Respondent Team is or may be a Restricted Party or has a concern about any conflict or unfair advantage it may have, is encouraged to request an advance decision in accordance with this section.

- To request an advance decision on whether a person is a Restricted Party, a Respondent or prospective team member or advisor of that Respondent Team should submit to the Contact Person, not less than ten (10) days prior to the Submission Time by email, the following information:
  - (a) names and contact information of the Respondent and the person or firm for which the advance opinion is requested;
  - (b) a description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;
  - (c) a description of the steps taken to date, and future steps proposed to be taken, to mitigate the conflict of interest or unfair advantage, including the effect of Confidential Information; and
  - (d) copies of any relevant documentation.

BC Housing may make an advance decision or may refer the request for an advance decision to the COI Adjudicator. If BC Housing refers the request to the COI Adjudicator, BC Housing may provide input regarding the issues raised to the COI Adjudicator.

Subject to section 6.2 all requests for advance decisions will be treated in confidence. If a Respondent or prospective team member or advisor becomes a Restricted Party, it may be listed in an Addendum or in subsequent Competitive Selection Process documents as a Restricted Party.

#### 6.12.6 BC Housing May Request Advance Decision

BC Housing may also independently make advance decisions, or may seek an advance decision from the COI Adjudicator, where BC Housing identifies a potential conflict, unfair advantage or a person who may be a Restricted Party. BC Housing will, if it seeks an advance decision from the COI Adjudicator, provide the COI Adjudicator with relevant information in its possession. If BC Housing seeks an advance decision from the COI Adjudicator, BC Housing will give notice to the possible Respondent and may give notice to the possible Restricted Party so that they may provide input regarding the issues raised to the COI Adjudicator.

The onus is on the Respondent to clear any potential conflict, unfair advantage, or Restricted Party issue, or to establish any conditions for continued participation, and BC Housing may require that the Respondent make an application under section 6.12.5.

#### 6.12.7 Decisions Final and Binding

The decision of BC Housing or the COI Adjudicator, as applicable, is final and binding on the persons requesting the ruling and all other parties including Respondents, Respondent Team members and BC Housing. BC Housing or the COI Adjudicator, as applicable, has discretion to establish the relevant processes from time to time, including any circumstances in which a decision may be reconsidered.

#### 6.12.8 Exclusivity

Unless permitted by BC Housing in its sole and absolute discretion or permitted as a Shared Use Person, the following may only participate as a member of one Respondent Team:

- a Prime Team Member;
- a Key Individual; and
- the Affiliated Persons of a Prime Team Member or a Key Individual.

If any Respondent, Prime Team Members, Key Individuals or their respective Affiliated Persons contravenes the foregoing, BC Housing reserves the right to disqualify any or all of affected Respondents,

or only the lowest-ranked such Respondent, or may permit any or all such Respondents to continue and impose such conditions as may be required by BC Housing. Each Respondent is responsible, and bears the onus, to ensure that the Respondent, its Prime Team Members and Key Individuals and their respective Affiliated Persons do not contravene the foregoing.

A Respondent or a prospective Prime Team Member or a Key Individual of a Respondent who has any concerns regarding whether participation does or will contravene the foregoing is encouraged to request an advance decision. To request an advance decision on matters related to exclusivity, the Respondent or prospective Prime Team Member or Key Individual of that Respondent should submit to the Contact Person, not less than 10 days prior to the Submission Time by email, the following information:

- (a) names and contact information of the Respondent or Prime Team Member or a Key Individual or prospective Respondent or Prime Team Member or a Key Individual making the disclosure;
- (b) a description of the relationship that raises the possibility of non-exclusivity;
- (c) a description of the steps taken to date, and future steps proposed to be taken, to mitigate any material adverse or potential material adverse effect of the non-exclusivity on the competitiveness or integrity of the Competitive Selection Process; and
- (d) copies of any relevant documentation.

BC Housing may require additional information or documentation to demonstrate to the satisfaction of BC Housing in its discretion that no such non-exclusivity exists or, if it does, that measures satisfactory to BC Housing in its discretion have been or will be implemented to eliminate or mitigate any risk to the competitiveness or integrity of the Competitive Selection Process.

### 6.13 FAIRNESS ADVISOR

BC Housing has appointed Joan M. Young (the Fairness Advisor) to monitor the Competitive Selection Process. The Fairness Advisor will act as an independent observer of the fairness of the implementation of the Competitive Selection Process, up to the selection of a Preferred Proponent. The Fairness Advisor will provide a written report to BC Housing that BC Housing will make public.

The Fairness Advisor will be:

- (a) provided full access to all documents, meetings and information related to the process under this RFQ which the Fairness Advisor, in its discretion, decides is required; and
- (b) kept fully informed by BC Housing of all documents and activities associated with this RFQ.



Proponents may contact the Fairness Advisor directly with regard to concerns about the fairness of the Competitive Selection Process.

## 7. DEFINITIONS

In this RFQ:

**Addenda** or **Addendum** means each amendment to this RFQ issued by the Contact Person as described in section 4.10.

**Affiliated Persons**, or “affiliated persons”, or persons affiliated with each other, are:

- a) a corporation and
  - i. a person by whom the corporation is controlled,
  - ii. each member of an affiliated group of persons by which the corporation is controlled, and
  - iii. a spouse or common-law partner of a person described in subparagraph (i) or (ii);
- b) two corporations, if
  - i. each corporation is controlled by a person, and the person by whom one corporation is controlled is affiliated with the person by whom the other corporation is controlled,
  - ii. one corporation is controlled by a person, the other corporation is controlled by a group of persons, and each member of that group is affiliated with that person, or
  - iii. each corporation is controlled by a group of persons, and each member of each group is affiliated with at least one member of the other group;
- c) a corporation and a partnership, if the corporation is controlled by a particular group of persons each member of which is affiliated with at least one member of a majority interest group of partners of the partnership, and each member of that majority interest group is affiliated with at least one member of the particular group;
- d) a partnership and a majority interest partner of the partnership;
- e) two partnerships, if
  - i. the same person is a majority interest partner of both partnerships,
  - ii. a majority interest partner of one partnership is affiliated with each member of a majority interest group of partners of the other partnership, or
  - iii. each member of a majority interest group of partners of each partnership is affiliated with at least one member of a majority interest group of partners of the other partnership;
- f) a person and a trust, if the person
  - i. is a majority interest beneficiary of the trust, or

- ii. would, if this subsection were read without reference to this paragraph, be affiliated with a majority interest beneficiary of the trust; and
- g) two trusts, if a contributor to one of the trusts is affiliated with a contributor to the other trust and
  - i. a majority interest beneficiary of one of the trusts is affiliated with a majority interest beneficiary of the other trust,
  - ii. a majority interest beneficiary of one of the trusts is affiliated with each member of a majority interest group of beneficiaries of the other trust, or
  - iii. each member of a majority interest group of beneficiaries of each of the trusts is affiliated with at least one member of a majority interest group of beneficiaries of the other trust.

**BC Housing** means British Columbia Housing Management Commission.

**Buildings** has the meaning set out in Section 1.1.

**City** means the City of Vancouver.

**Claim** means any claim, demand, liability, damage, loss, suit, action, or cause of action, whether arising in contract, tort or otherwise, and all costs and expenses relating thereto.

**COI Adjudicator** has the meaning set out in section 6.12.4.

**Competitive Selection Process** means the overall process for the selection of a Preferred Proponent for the Project including, but not limited to, this RFQ.

**Confidential Information** has the meaning set out in Appendix C.

**Confidentiality Agreement** means the agreement referred to in Appendix C to this RFQ.

**Contact Person** means the person identified as such in the Summary of Key Information, or such other person as may be appointed by BC Housing for that purpose.

**Data Room** means the secure website established by BC Housing containing documents in the possession of BC Housing that BC Housing has identified as relevant to the Project and to the Project site, and that may be useful to Proponents. BC Housing will grant Proponents access to the Data Room and will require Proponents to execute an agreement to keep information contained in the Data Room confidential.

**Draft Project Agreement** means the draft form of Project Agreement issued under the RFP, as amended pursuant to the terms of the RFP.

**Equity Provider** means an entity providing equity for the Project pursuant to the Project Agreement.

**Evaluation Criteria** means the criteria referred to in section 2.1 of Appendix A to this RFQ.

**Fairness Advisor** has the meaning set out in section 6.13.

**Final Draft Project Agreement** has the meaning set out in section 3.2.1.

**Financial Close** means the time when the Project Agreement and all financing and other agreements related to the Project have been executed and delivered and all conditions to the effectiveness of the Project Agreement and Project financing agreements have been satisfied.

**FOIPPA** has the meaning set out in section 6.2.

**Key Individuals** of a Proponent means the specific firms and persons, exclusive to the Proponent, filling the following roles (or equivalent) in the Proponent's Proposal:

- Project Co's Project Director;
- Design Builder's Program or Project Manager;
- Design Builder's Design Manager;
- Design Builder's Construction Manager;
- Project Co's Maintenance and Rehabilitation Manager; and
- Project Co's Communications Director (or a professional firm that delivers communications/stakeholder engagement services).

**Participation Agreement** means the form substantially as attached as Appendix F to this RFQ.

**Partnerships BC** means Partnerships British Columbia Inc.

**Performance Specifications** means the specifications for the design, construction and maintenance of the Project to be set out in the Project Agreement, including Schedule 3 [Design and Construction Specifications] and Schedule 4 [Services Protocols and Specifications];

**Preferred Proponent** means the company, firm, consortium or other legal entity selected by BC Housing during the RFP stage to negotiate the Project Agreement.

**Prime Team Member** means an individual or entity that:

- a) is the Respondent;
- b) will undertake the lead development role in respect of the Project;
- c) has or will have a risk capital interest in Project Co;
- d) is the Design-builder; or
- e) is the Project Maintenance services provider.

**Project** means the design, construction, financing, testing, commissioning and maintenance of the Project and all other works ancillary to the Project in accordance with the Project Agreement.

**Project Agreement** has the meaning set out in section 1.1.

**Project Brief** has the meaning set out in section 1.4.

**Project Co** means the entity proposed by the Respondent to enter into the Project Agreement with BC Housing.

**Proponent** means a Respondent who has been shortlisted under this RFQ to be eligible to submit a Proposal in response to the RFP.

**Proposal** means the submission prepared by a Proponent in response to the Request for Proposals.

**Receipt Confirmation Form** means the form substantially as attached as Appendix B to this RFQ.

**Relationship Disclosure Form** means the form substantially as attached as Appendix E to this RFQ.

**Respondent** means any company, firm, consortium or other legal entity that signs and submits a Receipt Confirmation Form confirming an intention to submit a Response.

**Respondent's Representative** means the person or firm, identified in the Receipt Confirmation Form (Appendix B) and Response Declaration Form (Appendix D), who is fully authorized to represent the Respondent in any and all matters related to its Response.

**Respondent Team** means the entire team as described in the Respondent's Response that will prepare the Respondent's Proposal under the RFP and will perform the obligations of Project Co under the Project Agreement. For clarity, the Respondent Team includes both firms and individuals.

**Response** means the formal response to this RFQ by a Respondent.

**Response Declaration Form** means the form substantially as attached as Appendix D to this RFQ.

**Restricted Party** means those persons or firms (including their former and current employees) who have a conflict of interest or had, or currently have, participation or involvement in the Competitive Selection Process or the design, planning or implementation of the Project, and who have or may provide a material unfair advantage, including without limitation as a result of any Confidential Information that is not, or would not reasonably be expected to be, available to all other Respondents.

**RFP** means the Request for Proposals which may be issued by BC Housing as a stage of the Competitive Selection Process.

**RFQ** means this Request for Qualifications, including the Appendices, issued by BC Housing as the first stage of the Competitive Selection Process.

**Shared Use Person** means those persons or firms, if any, who are specifically named in Section 6.12.3.

**Submission Location** means the submission location identified as such in the Summary of Key Information.

**Submission Time** means the time and date indicated as such in the Summary of Key Information.

**APPENDIX A RESPONSE GUIDELINES AND EVALUATION CRITERIA**

**Table of Contents – Appendix A**

**Part 1. Response Guidelines**

**Part 2. Evaluation**

**Part 3. Response Format**

Attached Sample Form: Form A-1: Nominated Project Details

**Part 1. Response Guidelines**

**Responses should:**

- (a) Be clearly marked with the words, **“Response to RFQ - SRO Renewal Initiative”** to the Submission Location;
- (b) Include all of the information requested in this Appendix A; and
- (c) Be submitted as follows:

<b>Package</b>	<b>Contents</b>	<b>Number of Copies</b>
Package 1	1. Transmittal Letter; 2. <b>Response Declaration Form (see Appendix D of this RFQ) signed by the Respondent;</b> 3. A table containing the names and company names of the Key Individuals; and 4. <b>Relationship Disclosure Form (see Appendix E of this RFQ) signed by the Respondent and each member of the Respondent Team.</b>	One One One One
Package 2	Response (see Part 3 of this Appendix A) excluding the financial information provided in Package 3.	One unbound copy marked “Master”; 6 bound copies; and One electronic copy.
Package 3	Financial information (see Section 6 of Part 3 of this Appendix A).	One unbound copy marked “Master”; 4 bound copies; and One electronic copy.



**Part 2. Evaluation**

**2.1 Evaluation Criteria**

BC Housing will evaluate Responses and determine in its discretion if the Respondent Team adequately meets the minimum requirements stated in Table 1 below. Should any Respondent Team fail to adequately meet the minimum requirements, BC Housing may discontinue the evaluation of that Respondent Team's Response in accordance with Section 6.6 of the RFQ.

**Table 1. Minimum Requirements**

<b>Financial Capacity</b>
<p>Sufficient financial capacity of each of the following Respondent Team members to undertake the Project:</p> <ul style="list-style-type: none"> <li>a) Equity Provider(s)</li> <li>b) lead construction firm</li> <li>c) lead project management firm</li> <li>d) facility maintenance and rehabilitation services provider</li> </ul> <p>See Section 6 of Response Format (Part 3 of Appendix A).</p>

For those Respondent Teams that adequately meet the minimum requirements, BC Housing will evaluate Responses by applying the Evaluation Criteria and weighting in Table 2, in accordance with each section of the Response content requirements outlined in Table 3.

**Table 2. Evaluation Criteria and Weighting**

<b>Section</b>	<b>Weighting</b>	<b>Evaluation Criteria</b>
<b>Section 1 Introduction and Nominated Projects</b>	<b>Not Evaluated</b>	<p>Each Response should contain the following information:</p> <ul style="list-style-type: none"> <li>1.1 Proposed Respondent Team</li> <li>1.2 Contact Information</li> <li>1.3 Nominated Projects</li> </ul> <p>See section 1 of Response Format (Part 3 of Appendix A).</p>

Section	Weighting	Evaluation Criteria
<b>Section 2 Respondent Team</b>	Strength, relevant experience and demonstrated ability to undertake the complete Project, including:	
	<b>20 Points</b>	2.1 Project Development and Management Experience
		2.2 Strategic Management
		2.3 Respondent Team
		2.4 Value and Innovation
		2.5 Project Financing Experience
See section 2 of Response Format (Part 3 of Appendix A).		
<b>Section 3 Design and Renovation</b>	Strength, relevant experience and demonstrated ability to undertake the design and construction of the Project, including:	
	<b>50 Points</b>	3.1 Project Management
		3.2 Tenant Decanting
		3.3 Sustainability
		3.4 Design
		3.5 Renovation
		3.6 Hazardous Material Abatement
		3.7 Heritage Conservation Requirements
See section 3 of Response Format (Part 3 of Appendix A).		
<b>Section 4 Facility Management / Rehabilitation</b>	Strength, relevant experience and demonstrated ability to undertake the facility management of the completed Project, including:	
	<b>20 Points</b>	4.1 Facility Management Approach
		4.2 Design and Construction Integration
		4.3 Facility Management Experience
See section 4 of Response Format (Part 3 of Appendix A).		
<b>Section 5 Community Engagement</b>	<b>10 Points</b>	Strength, relevant experience and demonstrated ability to address community engagement requirements.
	See section 5 of Response Format (Part 3 of Appendix A).	
<b>Total</b>	<b>100 Points</b>	

## 2.2 Disqualification of Responses

Without limitation, BC Housing may, in its sole and absolute discretion, disqualify a Response if:

- (a) Background investigations reveal any criminal affiliations or activities by the Respondent or a member of the Respondent Team and such affiliations or activities would, in the sole opinion of the BC Housing, interfere with the integrity of the Competitive Selection Process; or
- (b) The Response includes a false or misleading statement, claim or information.

The Respondent and any member of the Respondent Team may be required to undertake a criminal records check in order to participate in the Project.

**Part 3. Response Format**

For Responses, Respondents should use the section numbers and titles provided in Table 3 below.

**Table 3. Response Content Requirements**

Section	Title	Response Content Requirements
<b>1.</b>	<b>Introduction and Nominated Projects (Not Evaluated)</b>	
<b>1.1</b>	<b>Proposed Respondent Team</b>	<p>(a) Provide the legal name of the entity for each of the following:</p> <ul style="list-style-type: none"> <li>i. Respondent Team/lead;</li> <li>ii. Equity Providers;</li> <li>iii. Design team;</li> <li>iv. Construction team;</li> <li>v. Facility Management team;</li> <li>vi. Financial advisor;</li> <li>vii. Legal advisor; and</li> <li>viii. Other(s) (please specify).</li> </ul> <p>(b) Provide organization chart(s), at the corporate level, showing the relationships between Respondent Team members for each of the following stages, indicating the changes contemplated between stages:</p> <ul style="list-style-type: none"> <li>i. RFP stage: from shortlisting under the RFQ to selection as Preferred Proponent under the RFP;</li> <li>ii. Project Agreement stage: from selection of Preferred Proponent to Financial Close;</li> <li>iii. Design and Construction stage: from preliminary design through to commencement of operating payments; and</li> <li>iv. Operations stage: from commencement of operating payments through to end of the Term.</li> </ul> <p>(c) Provide a project organization chart, at the Key Individual level, showing reporting relationships between, and authority of, the Key Individuals and other individuals that will report into them to indicate the proposed approach/management structure for the Project. The Respondent Team should submit an organization chart for each of the four stages listed above. Note: Names only required for Key Individuals at this time.</p> <p>(d) Provide a short description of the Respondent Team (for publication of the teams shortlisted for the RFP stage).</p>
<b>1.2</b>	<b>Contact Information</b>	Provide the name and contact details for the Respondent's Representative.

Section	Title	Response Content Requirements
		<p><b>Please note:</b> The Respondent's Representative will be the <b>only</b> person to receive communication from the Contact Person regarding this RFQ.</p> <p>Respondent's Representative:</p> <ul style="list-style-type: none"> <li>i. Name;</li> <li>ii. Employer;</li> <li>iii. Mailing/courier addresses;</li> <li>iv. Telephone number;</li> <li>v. Email address; and</li> <li>vi. Website address.</li> </ul>
1.3	<b>Nominated Projects</b>	Submit a maximum of 14 Nominated Projects using Form A-1 of this Appendix A.
2.	<b>Respondent Team</b>	
2.1	<b>Project Development and Management Experience</b>	<ul style="list-style-type: none"> <li>(a) Based on up to three of the Nominated Projects that are demonstrated to be most relevant to the Project, describe the Respondent Team Lead's relevant experience and capability with the following:           <ul style="list-style-type: none"> <li>i. Developing and managing projects similar in scope and size to the Project;</li> <li>ii. Assembling and managing multi-disciplinary teams;</li> <li>iii. Managing cost risks and operations over the life of the Nominated Project;</li> <li>iv. Managing major contracts during operations;</li> <li>v. Stewardship of the facilities; and</li> <li>vi. Working with the owner, local authorities and third parties to address issues as they arise.</li> </ul> </li> <li>(b) Describe Respondent Team Lead's experience with PPP arrangements that demonstrates a successful approach to the delivery of projects through partnerships, including social housing and/or projects involving major renovation.</li> </ul>

Section	Title	Response Content Requirements
2.2	<b>Strategic Management</b>	<p>(a) Based on up to three of the Nominated Projects that are demonstrated to be most relevant to the Project, describe the Respondent Team Lead's relevant experience and capability with the following,</p> <ul style="list-style-type: none"> <li>i. Managing contractors in the delivery of complex design build contracts; and</li> <li>ii. Demonstrated leadership of Respondent team members to achieve the desired outcome.</li> </ul> <p>(b) For each of the Nominated Projects referenced above, specifically discuss relevant experience and capability with the following, with reference to a primary agreement (e.g. a Project Agreement):</p> <ul style="list-style-type: none"> <li>i. The Respondent Team Lead's performance in meeting its obligations; and</li> <li>ii. The level of achievement of Performance Specifications, including any cured and uncured contractual deficiencies;</li> </ul> <p>(c) Based on up to three of the Nominated Projects that are demonstrated to be most relevant to the Project, describe the Respondent Team Lead's relevant experience and capability with the following,</p> <ul style="list-style-type: none"> <li>i. Developing positive working relationships and ongoing interaction with building operators and tenants.</li> </ul>
2.3	<b>Key Individuals Qualification, Experience and Availability</b>	<p>(a) Provide comprehensive résumés for the Key Individuals as defined in this RFQ and identified in the Project organization chart(s). At a minimum, the following information is required:</p> <ul style="list-style-type: none"> <li>i. Name;</li> <li>ii. Professional qualifications/designation(s);</li> <li>iii. Role and responsibility for the Project;</li> <li>iv. Summary of education/qualifications; and</li> <li>v. Relevant experience in relation to the Project.</li> </ul> <p>(b) Describe the availability and capacity of the Key Individuals to undertake the Project in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project.</p>
2.4	<b>Value and Innovation</b>	<p>Based on up to three of the Nominated Projects that are demonstrated to be most relevant to the Project, describe the Respondent Team's relevant experience and capability in providing value-added, innovative solutions to design, construction and operations. Information provided should include, but not be limited to, design principles, logistics management and major renovations.</p>
2.5	<b>Project Financing</b>	<p>Based on up to three of the Nominated Projects that reached financial close within the last five years and</p>

Section	Title	Response Content Requirements
	<b>Experience</b>	<p>are demonstrated to be most relevant to the Project, describe the Respondent Team Lead's experience and ability to structure and raise financing. This description should include the following:</p> <ul style="list-style-type: none"> <li>i. Type of project (e.g. university, hospital);</li> <li>ii. Project structure (e.g. design build finance maintain, design build finance, availability payment);</li> <li>iii. Amount of financing;</li> <li>iv. Term of financing;</li> <li>v. Type of financing;</li> <li>vi. Funding sources;</li> <li>vii. Financial innovations used; and</li> <li>viii. Roles and responsibilities with respect to financing.</li> </ul>
<b>3.</b>	<b>Design and Renovation</b>	
<b>3.1</b>	<b>Project Management</b>	<p>Based on up to three of the Nominated Projects that are demonstrated to be most relevant to the Project, describe the Design and Construction Teams' relevant project management experience and capability, focusing primarily on:</p> <ul style="list-style-type: none"> <li>i. Managing large fast-tracked, complex projects, particularly design build or public private partnership projects;</li> <li>ii. Managing multiple sites, particularly in an urban setting;</li> <li>iii. Working with contractors and sub-contractors;</li> <li>iv. Coordinating the work of the various specialists to achieve integration between designers and contractors, in accordance with the Project schedule;</li> <li>v. Integrating design with construction and Project management over a long-term relationship; and</li> <li>vi. Familiarity with Canadian codes and standards, or equivalent;</li> <li>vii. Project Management experience working in a densely populated area and with a resident population having a similar tenant profile to the residents of the DTES; and</li> <li>viii. Experience interfacing with other groups, particularly non-profit or other social enterprise organizations.</li> </ul>

Section	Title	Response Content Requirements
<b>3.2</b>	<b>Tenant Decant</b>	Based on up to three of the Nominated Projects that are demonstrated to be most relevant to the Project, describe the Design and Construction Teams' relevant experience and capability with the following: <ul style="list-style-type: none"> <li>i. Decanting residents and planning and scheduling tenant movements as part of the overall project management requirements.</li> </ul>
<b>3.3</b>	<b>Sustainability</b>	Based on up to three of the Nominated Projects that are demonstrated to be most relevant to the Project, describe the Design and Construction Teams' relevant experience and capability with the following: <ul style="list-style-type: none"> <li>i. Addressing energy conservation requirements in design and implementation;</li> <li>ii. Waste reduction and/or waste diversion; and</li> <li>iii. other sustainability strategies.</li> </ul>
<b>3.4</b>	<b>Design</b>	Based on up to three of the Nominated Projects that are demonstrated to be most relevant to the Project, describe the Design Team's relevant experience and capability, focusing primarily on the Design Team's experience in large, multi-disciplinary, fast-tracked, complex projects, particularly design build or PPP projects.
<b>3.5</b>	<b>Renovation</b>	Based on up to three of the Nominated Projects that are demonstrated to be most relevant to the Project, describe the Construction Team's relevant experience and capability in completing major renovations, focusing primarily on the Construction Team's experience in large, multi-disciplinary, fast-tracked, complex projects, particularly design build or PPP projects.
<b>3.6</b>	<b>Hazardous Materials Abatement</b>	Based on up to three of the Nominated Projects that are demonstrated to be most relevant to the Project, describe the Construction Team's relevant experience and capability, focusing primarily on incidences where the Construction Team encountered and addressed hazardous materials.
<b>3.7</b>	<b>Heritage Preservation Requirements</b>	Based on up to three of the Nominated Projects that are demonstrated to be most relevant to the Project, describe the Design Team's and Construction Team's relevant experience and capability, focusing primarily on addressing heritage preservation requirements.
<b>4.</b>	<b>Facility Management / Rehabilitation</b>	



Section	Title	Response Content Requirements
4.1	<b>Facility Management Approach</b>	<p>Describe the Respondent’s proposed approach to organizing and managing facility maintenance services to ensure the overall Project condition requirements are met within the context of the services provided, based on up to three of the Nominated Projects that are demonstrated to be relevant to the Project, focusing primarily on the following:</p> <ul style="list-style-type: none"> <li>i. Planning, developing and implementing facility maintenance services with a focus on meeting specified service levels, quality, stakeholder, health, safety and environmental requirements;</li> <li>ii. Preserving project assets, including how the approach achieved the required levels of services, provided input into design and construction, and specifically addressed scope, quality and asset management practices; and</li> <li>iii. Multi-year rehabilitation planning and end of term considerations as they relate to overall asset condition and hand-back requirements.</li> </ul>
4.2	<b>Design and Construction Integration</b>	<p>Describe the Respondent’s experience and capability with the following, based on up to three of the Nominated Projects that are demonstrated to be relevant to the Project, focusing primarily on the following:</p> <ul style="list-style-type: none"> <li>i. Developing designs in consultation with a user, client or other stakeholder;</li> <li>ii. Success at integrating facility management considerations with design and construction considerations over a long-term relationship; and</li> <li>iii. Introducing “best practices” concepts (e.g. pest control, security) in facility management and integrating these concepts with design and construction to provide an optimal long-term solution.</li> </ul>
4.3	<b>Facility Management Experience</b>	<p>Based on up to three of the Nominated Projects that are demonstrated to be most relevant to the Project, describe the Facility Management Team’s relevant experience and capability, focusing primarily on:</p> <ul style="list-style-type: none"> <li>i. The Facility Management Team Manager’s role and responsibility for each Nominated Project;</li> <li>ii. The Facility Management Team’s experience working in a densely populated area and with a resident population having a similar tenant profile to the residents of the DTES ;</li> <li>iii. The Facility Management Team’s experience interfacing with other groups, particularly non-profit or other social enterprise organizations; and</li> <li>iv. The Facility Management Team’s experience in large, multi-disciplinary, fast-tracked, complex projects, particularly design build or PPP projects.</li> </ul>
5.	<b>Community Engagement</b>	
5.1	<b>Community Engagement</b>	<p>Based on up to three of the Nominated Projects that are demonstrated to be most relevant to the Project, describe the Respondent Team’s relevant experience and capability, focusing primarily on the following, including examples of contractual responsibilities in these areas and how outcomes were measured:</p>

Section	Title	Response Content Requirements
		<ul style="list-style-type: none"> <li>i. Addressing any social development requirements through community economic development, skills training and/or other forms of capacity building; and</li> <li>ii. Tenant and/or community engagement including activities such as hosting community events and other forms of community interaction; and</li> <li>iii. Communication and consultation activities with tenants and/or local communities.</li> </ul>
<b>6.</b>	<b>Minimum Requirements</b>	
<b>6.1</b>	<b>Financial Capacity</b>	<ul style="list-style-type: none"> <li>(a) Demonstrate financial capacity of each Equity Provider by providing the following:           <ul style="list-style-type: none"> <li>i. Estimated level of equity participation in the Project, in percentage and dollar terms, for each Equity Provider and demonstration of how that equity will be funded; and</li> <li>ii. Description of credit lines, cash or other liquid investments available to support the estimated level of equity participation required.</li> </ul> </li> <li>(b) Provide the following information for each of the Equity Providers, the lead construction firm and the lead project management firm (if the lead construction firm or lead project management firm, or facility maintenance and rehabilitation services provider has a current investment grade rating and can provide details they are exempt from requirements i to iv below):           <ul style="list-style-type: none"> <li>i. Copies of annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years;</li> <li>ii. If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided;</li> <li>iii. Details of any material off-balance sheet financing arrangements currently in place;</li> <li>iv. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided;</li> <li>v. Details of any credit rating; and</li> <li>vi. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years.</li> </ul> </li> <li>(c) For entities where accounts provided are for a parent company, rather than the entity listed in section 1.1, provide evidence of the parent company's willingness to provide a guarantee in respect of the entity listed in section 1.1.</li> <li>(d) Each of the Equity Providers, the lead construction firm, the facility maintenance and rehabilitation services and the lead project management firm, may provide the information requested in requirements 1 through 6 above in a sealed confidential manner within the RFQ Response. Appendix A, Part 1 Response Guidelines apply to all information provided.</li> </ul>

**Form A-1: Nominated Project Details** *(Maximum 3 pages in length per project)*

**Respondent** \_\_\_\_\_ **Project number** \_\_\_\_\_ *(sequentially numbered 1 to 14)*

**Respondent Team Member(s)** \_\_\_\_\_

Item	Notes to Respondents
<b>Name of project</b>	<i>Details including official project name and contract number</i>
<b>Location of project</b>	<i>Country, province/state, highway/road/facility, site or project extent</i>
<b>Owner</b>	<i>Organization name</i>
<b>Reference contact details</b>	<i>Current information for key client contacts (individuals), including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence. By providing this information you are authorizing BC Housing or BC Housing's representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.</i>
<b>Contract period</b>	<i>Contract commencement date, end of construction date and contract end date</i>
<b>Time period of involvement</b>	<i>Commencement date and duration</i>
<b>Description of project</b>	<i>Capital value, scope and complexity</i>
<b>Current status of project</b>	<i>Describe the current status of project relative to key milestone events</i>
<b>Contract Model</b>	<i>Contract structure i.e. public private partnership, design-build</i>
<b>Role(s) on project</b>	<i>Specific role, duties and responsibilities of applicable Respondent Team members</i>

<b>Other information</b>	<i>Any information the Respondent considers relevant to the Evaluation Criteria</i>
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**APPENDIX B RECEIPT CONFIRMATION FORM**

(To be submitted by the Respondent's Representative on receipt of this RFQ)

**Request for Qualifications**

**SRO Renewal Initiative**

**Submission Time: 14:00 P.M. local Vancouver time on December 8, 2011**

To receive any further distributed information  
about this Request for Qualifications,  
please execute and email both pages of this  
Receipt Confirmation Form as soon as possible to:

**Dawn Hart**

**Email: SRI@bchousing.org**

**RESPONDENT CONTACT INFORMATION**

**Name of Respondent:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **Postal/Zip Code:** \_\_\_\_\_

**Province/State:** \_\_\_\_\_ **Country:** \_\_\_\_\_

**Mailing Address, If Different:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Telephone:** (\_\_\_\_) - \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

ACKNOWLEDGMENT OF TERMS OF RFQ AND CONFIDENTIALITY

The undersigned is a duly authorized representative of the Respondent and has the power and authority to sign this Receipt Confirmation Form on behalf of such Respondent or other interested party.

The Respondent or other interested party hereby acknowledges receipt and review of this RFQ and all of the terms and conditions contained therein, including, without limitation, all appendices attached thereto and agrees to comply with all of the terms and conditions set out in this RFQ.

For greater certainty, the Respondent or other interested party in executing this Receipt Confirmation Form agrees to comply with the Confidentiality Agreement provisions set out in Appendix C of this RFQ.

Respondent Representative or other interested party:

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Authorized Signature

---

Name of the Authorized Signatory

---

Title

---

Date

## APPENDIX C CONFIDENTIALITY AGREEMENT

### 1. Interpretation

In this Agreement:

- (c) "Agreement" means this Appendix C which is subject to the RFP;
- (d) "Confidential Information" means all documents, knowledge and information provided by BC Housing or any of its Representatives (the "Disclosing Party") to, or otherwise obtained by, the Recipient or any of its Representatives (the "Receiving Party"), whether before or after the date of this Agreement, and whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, this RFQ, the RFP or the Competitive Selection Process including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information which:
  - i. Is or subsequently becomes available to the public, other than through a breach of this Agreement by the Receiving Party or through a breach of a Confidentiality Agreement which another person has entered into concerning the Confidential Information;
  - ii. Is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Agreement and which party did not receive such information directly or indirectly under obligations of confidentiality;
  - iii. Was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of this Agreement and did not originate, directly or indirectly, from the Disclosing Party;
  - iv. Was developed independently by the Receiving Party without the use of any Confidential Information; or
  - v. Is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law.

- (e) "Permitted Purposes" means evaluating the Project, preparing a Response, and any other use permitted by this Agreement.
- (f) "Recipient" means a Respondent or any other interested party who completes a Receipt Confirmation Form.
- (g) "Representative" means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Equity Provider, Key Individual, or other member of a Respondent Team or any other person contributing to or involved with the preparation or evaluation of Responses or proposals, as the case may be, or otherwise retained by the Recipient, BC Housing or Partnerships BC in connection with the Project.
- (h) All capitalized terms not otherwise defined in this Agreement have the respective meanings ascribed to them in section 7 of this RFQ.

## **2. Confidentiality**

The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of BC Housing, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Recipient will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person, firm, corporation, or other entity except as permitted in this Agreement, and will ensure that each of its Representatives agrees to keep such information confidential and to be bound by the terms contained herein.

## **3. Ownership of Confidential Information**

BC Housing owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Agreement, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of this Agreement, and will not, without the prior express written consent of an authorized representative of BC Housing, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person, firm, corporation or other entity for any purpose whatsoever.

## **4. Limited Disclosure**

The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Response or



proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify Partnerships BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.

#### **5. Destruction on Demand**

On written request, the Recipient will promptly deliver to Partnerships BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Partnerships BC in writing, all in accordance with the instructions of Partnerships BC; provided, however, that the Receiving Party may retain one copy of any Confidential Information which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.

#### **6. Acknowledgment of Irreparable Harm**

The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that BC Housing or Partnerships BC may be irreparably harmed if any provision of this Agreement were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that BC Housing will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Agreement by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which BC Housing may be entitled at law or in equity.

#### **7. Waiver**

No failure to exercise, and no delay in exercising, any right or remedy under this Agreement by BC Housing will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

#### **8. Severability**

If any portion of this Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction then that portion will be severed and the remaining portion will remain in full force and effect.

#### **9. Enurement**

This Agreement enures to the benefit of BC Housing and Partnerships BC and binds the Recipient and its successors.

## APPENDIX D RESPONSE DECLARATION FORM

1. This Response Declaration will be executed by the Respondent.
2. By executing this Response Declaration, the Respondent agrees to the provisions of this RFQ and this Response Declaration.
3. Capitalized terms in this Response Declaration are defined in section 7 of this RFQ.

### **[RFQ Respondent's Letterhead]**

To: BC Housing  
Suite 1701 - 4555 Kingsway  
Burnaby BC V5H 4V8

Attention: Dawn Hart

Re: Request for Qualifications entitled "SRO Renewal Initiative"

### **[insert Respondent Name] Response**

In consideration of BC Housing's agreement to consider Responses in accordance with the terms of this RFQ, the Respondent hereby agrees, confirms and acknowledges, on its own behalf and on behalf of each member of the Respondent Team, that:

- (i) Response
  - i. This Response Declaration Form has been duly authorized and validly executed;
  - ii. The Respondent is bound by all statements and representations in its Response;
  - iii. Its Response is in all respects a fair Response made without collusion or fraud; and
  - iv. BC Housing reserves the right to verify information in the Respondent's Response and conduct any background investigations including criminal record investigations, verification of the Response, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on all or any of the Respondent Team members, and by submitting a Response the Respondent agrees that they consent to the conduct of all or any of those investigations by BC Housing.
- (j) Acknowledgements with Respect to this RFQ

- i. The Respondent has received, read, examined and understood the entire RFQ including all of the terms and conditions, all documents listed in this RFQ “Table of Contents”, and any and all Addenda;
- ii. The Respondent agrees to be bound by the entire RFQ including all of the terms and conditions, including without limitation section 6.7, all documents listed in this RFQ “Table of Contents”, and any and all Addenda;
- i. The Respondent’s representative identified below is fully authorized to represent the Respondent in any and all matters related to its Response, including but not limited to providing clarifications and additional information that may be requested in association with this RFQ;
- ii. The Respondent has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- iii. The Respondent has had sufficient time to consider, and has satisfied itself as to the applicability of the material in this RFQ and any and all conditions that may in any way affect its Response.

(k) Evaluation of Responses

- i. This RFQ is not an offer, a tender, or a request for proposals, it is a Request for Qualifications and the responsibility of BC Housing is limited to consider Responses in accordance with this RFQ.

(l) Consent of Respondent Team

- i. The Respondent has obtained the express written consent and agreement of each member of the Respondent Team, as listed below, to all the terms of this Response Declaration Form.

(m) The Respondent Team consists of:

Name	Address	Role on Team	Key Individual or Equity Provider (Y/N)


RESPONDENT

RESPONDENT'S REPRESENTATIVE

---

Name of Firm

Name

---

Address

Email Address

---

Name of Authorized Signatory

Telephone

---

Signature

**[IF THE RESPONDENT IS A JOINT VENTURE, CONSORTIUM OR SPECIAL PURPOSE ENTITY –  
 by each of its joint venture or consortium members, as applicable]**

**APPENDIX E RELATIONSHIP DISCLOSURE FORM**

**This Form will be completed by the Respondent on its own behalf and on behalf of each member of the Respondent Team.**

The Respondent declares on its own behalf and on behalf of each member of the Respondent Team that:

- (n) This declaration is made to the best of the knowledge of the Respondent and, with respect to relationships of each member of the Respondent Team, to the best of the knowledge of that member.
- (o) The Respondent and the members of the Respondent Team have reviewed the definition of Restricted Parties and the non-exhaustive list of Restricted Parties in section 6.12.
- (p) The following is a full disclosure of all known relationships the Respondent and each member of the Respondent Team has or has had with:
  - i. BC Housing;
  - ii. Any listed Restricted Party;
  - iii. Any current shareholders, directors or officers, as applicable, of BC Housing or any listed Restricted Party;
  - iv. Any former shareholders, directors or officers, as applicable, of BC Housing or any listed Restricted Party, who ceased to hold such position within two calendar years prior to the Submission Time; and
  - v. Any other person who, on behalf of BC Housing or a listed Restricted Party, has been involved in the Competitive Selection Process or the design, planning or implementation of the Project.

Name of Respondent Team member	Name of Party with Relationship (e.g. list BC Housing, Restricted Party, etc.)	Details of the Nature of the Relationship with the Listed Restricted Party/Person (e.g. Respondent Team member was an advisor to the Restricted Party from _____ to _____ )


(Add additional pages as may be required)

NAME OF RESPONDENT:

---

---

Address:

---

Email Address:

---

Telephone:

---

Name of Authorized Signatory for  
Respondent:

---

Signature:

---

## APPENDIX F PARTICIPATION AGREEMENT

**[Insert Date]**

BC Housing Management Commission  
Suite 1701 - 4555 Kingsway  
Burnaby BC V5H 4V8

Attention: Dawn Hart, Contact Person

Dear Sirs/Mesdames:

Re: SRO Renewal Initiative – Participation Agreement in respect of the Request for Proposals issued by BC Housing Management Commission (“BC Housing”) on **[Insert Date]**, as amended or otherwise clarified from time to time, including by all Addenda (the “RFP”)

This letter agreement sets out the terms and conditions of the Participation Agreement between **[insert Proponent name]** (the “**Proponent**”) and BC Housing, pursuant to which the Proponent agrees with BC Housing as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined in this Participation Agreement have the meanings given to them in the RFP.
2. **Participation.** The Proponent agrees that as a condition of participating in the RFP, including the Competitive Selection Process, Collaborative Meetings and access to the Data Room, the Proponent and each of its Equity Providers will comply with the terms of this Participation Agreement and the terms of the RFP.
3. **Confidentiality.** The Proponent will comply with, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with, the Confidentiality Conditions attached as Schedule 1 to this Participation Agreement, all of which conditions are expressly included as part of this Participation Agreement.
4. **Terms of RFP.** The Proponent will comply with and be bound by, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with and are bound by, the provisions of the RFP all of which are incorporated into this Participation Agreement by reference. Without limiting the foregoing the Proponent agrees:
  - (a) that the terms of this Participation Agreement do not limit the Proponent’s obligations and requirements under the RFP, any Data Room agreement, or any other document or requirement of BC Housing;



- (b) to be bound by the disclaimers, limitations and waivers of liability and Claims and any indemnities contained in the RFP, including Section 10.13 (Limitation of Damages) of the RFP. In no event will the liability of BC Housing exceed the amount calculated pursuant to Section 8.10 (Partial Compensation for Participation in the RFP) of the RFP;
- (c) that BC Housing's and the Proponent's obligations in respect of payments of partial compensation or other similar payment are as set out in Section 8.10 (Partial Compensation for Participation in the RFP) of the RFP; and
- (d) that BC Housing's and the Proponent's obligations in respect of the Preferred Proponent Security Deposit are as set out in Section 8.3, 8.4 and 8.5 of the RFP.

**5. Amendments.** The Proponent acknowledges and agrees that:

- (a) BC Housing may in its sole and absolute discretion amend the RFP at any time and from time to time; and
- (b) by submitting a Proposal the Proponent accepts, and agrees to comply with, all such amendments and, if the Proponent does not agree to any such amendment, the Proponent's sole recourse is not to submit a Proposal.

**6. General.**

- (a) *Capacity to Enter Agreement.* The Proponent hereby represents and warrants that:
  - i. it has the requisite power, authority and capacity to execute and deliver this Participation Agreement;
  - ii. this Participation Agreement has been duly and validly executed by it, or on its behalf by the Proponent's duly authorized representatives; and
  - iii. this Participation Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.
- (b) *Survival following cancellation of the RFP.* Notwithstanding anything else in this Participation Agreement, if BC Housing, for any reason, cancels the Competitive Selection Process or the RFP, the Proponent agrees that it continues to be bound by, and will continue to comply with, Section 3 of this Participation Agreement.

- (c) *Severability.* If any portion of this Participation Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction, then that portion will be severed and the remaining portion will remain in full force and effect.
- (d) *Enurement.* This Participation Agreement enures to the benefit of BC Housing and binds the Proponent and its successors.
- (e) *Applicable Law.* This Participation Agreement is deemed to be made pursuant to the laws of the Province of British Columbia and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.
- (f) *Headings.* The use of headings is for convenience only and headings are not to be used in the interpretation of this Participation Agreement.
- (g) *Gender and Number.* In this Participation Agreement, words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.
- (h) *Including.* The word “including” when used in this Participation Agreement is not to be read as limiting.

Yours truly,

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(Name of Proponent)

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(Name of Equity Provider)

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Authorized Signatory

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Authorized Signatory

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(Name of Equity Provider)

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Authorized Signatory



**SCHEDULE 1**  
**CONFIDENTIALITY CONDITIONS**

**1. Definitions.** In these confidentiality conditions:

- (a) **“Confidential Information”** means all documents, knowledge and information provided by the Disclosing Party to, or otherwise obtained by, the Receiving Party, whether before or after the date of the RFP, whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, the RFP, this RFQ or the Competitive Selection Process, including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information which:
- i. is or subsequently becomes available to the public, other than through a breach by the Receiving Party of the terms of this Schedule 1;
  - ii. is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Schedule 1 and which party did not receive such information directly or indirectly under obligations of confidentiality;
  - iii. was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of the RFP and did not originate, directly or indirectly, from the Disclosing Party;
  - iv. was developed independently by the Receiving Party without the use of any Confidential Information; or
  - v. is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law;
- (b) **“Disclosing Party”** means BC Housing or any of its Representatives;

- (c) **“Permitted Purposes”** means evaluating the Project, preparing a Proposal, and any other use permitted by the RFP or this Participation Agreement;
  - (d) **“Receiving Party”** means the Recipient or any of its Representatives;
  - (e) **“Recipient”** means a Proponent or any other interested party who completes a Receipt Confirmation Form; and
  - (f) **“Representative”** means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Prime Team Member, Equity Provider, Key Individual, or any other person contributing to or involved with the preparation or evaluation of Proposals or proposals, as the case may be, or otherwise retained by the Recipient, BC Housing or Partnerships BC in connection with the Project.
2. **Confidentiality.** The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of BC Housing, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Recipient will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person, firm, corporation, or other entity except as permitted in this Schedule 1, and will ensure that each of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein.
3. **Ownership of Confidential Information.** BC Housing owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Schedule 1, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of the RFP, and will not, without the prior express written consent of an authorized representative of BC Housing, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person, firm, corporation or other entity for any purpose whatsoever.
4. **Limited Disclosure.** The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Proposal or proposal as applicable and on the condition that all such

Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify Partnerships BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.

5. **Destruction on Demand.** On written request, the Recipient will promptly deliver to Partnerships BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Partnerships BC in writing, all in accordance with the instructions of Partnerships BC (for this purpose information stored electronically will be deemed destroyed upon removal from all storage systems and devices); provided, however, that the Receiving Party may retain one copy of any Confidential Information which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.
6. **Acknowledgment of Irreparable Harm.** The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that BC Housing or Partnerships BC may be irreparably harmed if any provision of this Schedule 1 were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that BC Housing will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any provision of this Schedule 1 by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which BC Housing may be entitled at law or in equity.
7. **Waiver.** No failure to exercise, and no delay in exercising, any right or remedy under this Schedule 1 by BC Housing will be deemed to be a waiver of that right or remedy.

**APPENDIX G REQUEST FOR INFORMATION FORM**

**REQUEST FOR INFORMATION**

**SRO Renewal Initiative**

**Request Number:** \_\_\_\_\_

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

**Date Raised:** \_\_\_\_\_

**Date Responded:** \_\_\_\_\_

**Do you request this query to be “Commercial in Confidence”?**  YES  NO

**The following format may be used for single and multiple enquiries.**

**Enquiry / Enquiries:**

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\_\_\_\_\_  
\_\_\_\_\_

**Response(s):**

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