



# Request for Proposals

## Residential Care and Assisted Living Capacity Initiative

RFP Number: P4-RFP-074  
Issue Date: January 31, 2006  
Closing Date and Time: March 28, 2006 at 14:00 PST

Contact Person: Catherine Silman  
Project Liaison Officer  
[Catherine.Silman@PartnershipsBC.ca](mailto:Catherine.Silman@PartnershipsBC.ca)  
Fax : (250) 356-2222

Closing Location: Partnerships BC  
3rd floor, 707 Fort Street  
Victoria, BC V8W 3G3

The purpose of this RFP is to solicit Proposals through a competitive selection process to enter into Agreements between the successful Proponent(s) and VIHA for the supply of Complex Care beds and BC Housing for the supply of Assisted Living units in "Communities of Care" settings. Separate Proposals are required for each Local Health Area identified in the RFP for which a Proponent wishes to provide either or both types of services. A Proponent may provide Proposals which cover more than one of the Local Health Areas for which services are being sought in this RFP.

Proponents are solely responsible for checking the website [www.bcbid.ca](http://www.bcbid.ca) for Addenda to this RFP that may be issued from time to time.



**Request for Proposals**  
**Vancouver Island Health Authority's**  
**Residential Care and Assisted Living Capacity Initiative**  
**(in partnership with BC Housing)**

**Issue Date: January 31, 2006**

**Closing Date and Time: Tuesday, March 28, 2006, 14:00:00 PST**

at

Partnerships BC  
3<sup>rd</sup> Floor, 707 Fort Street  
Victoria, BC

*Marked for the Attention of Cathy Silman*

**partnerships**  
British Columbia

## Introduction to the RFP

Vancouver Island Health Authority (VIHA) is seeking to offer improved and additional choices of living arrangements for its growing and aging population. The philosophy of VIHA is for the development of Communities of Care wherever possible. VIHA is working in partnership with BC Housing Management Commission (BC Housing) to further this philosophy. These developments typically include a number of choices for community living such as independent accommodations or apartments, supportive housing, Assisted Living units, dementia care and Complex Care beds. A Community of Care model provides a continuum of integrated residential and community programs on one site or in immediate proximity, and the opportunity for other aligned services (e.g. pharmacy etc.) that results in an integrated, comprehensive and cost effective array of services.

Proponents are encouraged to review VIHA's Draft Five Year Strategic Plan. This plan identifies the requirement for new service capacity to replace the services currently being provided in existing facilities and to provide additional capacity. All projects contemplated within that plan, will proceed only after VIHA's decision making bodies approval. The plan is available at the following web address ([www.viha.ca/about\\_viha/accountability/strategic\\_plan\\_2010/default.htm](http://www.viha.ca/about_viha/accountability/strategic_plan_2010/default.htm)).

VIHA is seeking Proposals in response to this Request for Proposals (RFP), that demonstrate a Proponent's experience, skill and business ability to deliver high quality Residential Care Services for clients with the highest and most complex needs (which may include specialized dementia services) and clients in need of Assisting Living services, as well as complementary and other ancillary services.

VIHA intends that this RFP process will result in the selection of Proponents with whom agreements can be successfully negotiated for the provision of such services, in order to meet the changing needs of seniors and adults with disabilities in a dynamic, respectful and responsive manner.

Beyond indicating in their Proposals how they would meet the service requirements for the clients specifically identified in this RFP, Proponents are encouraged to illustrate in their Proposals how they would provide at or near the Facilities identified in their Proposals additional accommodations/programs for clients and alternate income sources, and how they would be innovative and creative in meeting client needs.

VIHA is seeking additional services throughout the Authority. Proponents may submit Proposals to provide all or some of the Complex Care beds and Assisted Living units required for one or more Local Health Areas (LHA.'s). Proponents may also submit Proposals for more than one LHA and are encouraged to find efficiencies through bundling more than one Project/Facility into their Proposal.

This RFP is seeking Proponents who:

1. Have experience in the provision of high quality multi-level Residential Care Services for Complex Care clients and/or Assisted Living clients:
2. Have the experience and resources to design and operate Facilities which will provide such services in a Community of Care, and also provide related services such as residential hospice, day programs, etc.;
3. Can commit to timely completion of Facilities by September 2008 at the latest;

4. Can meet the requirements for and can obtain all necessary licenses for the provision of such services as required in the *Facility and Assisted Living Act and its Regulations* and any other relevant legislation.; and
5. Will assist in furthering VIHA's mission, vision and strategic goals.

VIHA has engaged Partnerships British Columbia (Partnerships BC) to manage this RFP process and has authorized Partnerships BC to enter into negotiations on its behalf. Partnerships BC was established by the Government of British Columbia to maximize the value of public capital assets, and develop partnerships between the public and private (for profit and not for profit) sectors. Partnerships BC is committed to transparent operations and to establishing a centre of expertise that promotes and implements best practices in procuring public services. Additional information with regards to Partnerships BC is available at [www.partnershipsbc.ca](http://www.partnershipsbc.ca).

The RFP is comprised of two parts. The first part provides a general introductory outline of VIHA's mandate and client base, the procurement process and the evaluation process and details on the Proposal requirements for Residential Care units. The second part provides an introduction of BC Housing, in partnership with VIHA, the evaluation criteria and Proposal requirements for the provision of Assisted Living units. Both parts are to be used in tandem in the preparation of Proposals which include both Residential Care beds and Assisted Living units. Proponents are not required to submit Proposals for both Residential Care and Assisted Living capacities. Definitions for capitalized words in Part 1 of 2 Residential Care Component of the RFP are provided in section 6 while Part 2 of 2 Assisted Living Component of the RFP has the definitions provided throughout the document.

**Vancouver Island Health Authority's  
Residential Care and Assisted Living Capacity Initiative  
(in partnership with BC Housing)**

**Part 1 of 2  
Residential Care Component**

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# 1. Project Overview

## 1.1. Overview of VIHA

VIHA is one of the five regional health authorities in British Columbia. It provides a full range of health care services to over 700,000 people living on Vancouver Island, the Gulf and Discovery Islands and the portion of the lower mainland located adjacent to the Mt. Waddington and Campbell River areas. Facility and community-based services are provided as well as environmental and public health services, which include education and prevention.



**Figure 1 – VIHA Local Health Areas**

The population served by VIHA includes a fast growing concentration of people over the age of 75. In comparison to the province's 6.4% of the population being 75 years and older, VIHA's population is about 8.6% for the same demographic. The percentage of the population older than 85 years is also higher for VIHA with 2.2% in relation to the province's 1.6%.

VIHA's demographic profile resembles that of Western Europe with almost 17% of the total population being 65 years and older compared to 14% of the population in British Columbia, and 13% in North America.



## **1.2. VIHA's Draft Five Year Strategic Plan**

VIHA's Draft Five Year Strategic Plan sets the overall direction for service delivery to 2010. It charts the move toward enhanced integration, responsiveness and innovation for all health services across the region. In particular, it outlines:

1. priority issues in VIHA;
2. challenges to population health and service delivery growth
3. goals and strategic themes that will guide service delivery; and
4. strategic directions by sector and by geographic area.

The plan contemplates new and innovative service delivery models, and future capacity forecasts. It is aligned with the strategic direction of the Ministry of Health, recognizes the significant differences in demographics and health status throughout VIHA, and reflects clinical input and practical experience.

The priorities identified in the plan include:

1. improving health status,
2. addressing the needs of an elderly population,
3. developing comprehensive primary health care,
4. developing sustainable network of hospitals,
5. increasing home and community care capacity; and
6. integrating mental health and addictions services.

## **1.3. VIHA's Service Delivery Model**

VIHA's preferred service model envisions Residential Care Services and related services provided in a Community of Care setting. A Community of Care provides a continuum of residential services from Assisted Living to licensed Complex Care on a single site. The integration of these services creates a community where clients can "age in place" with their housing and care needs met in the most appropriate setting. This living environment supports the principles of independence, individuality, and choice and facilitates flexible service delivery to clients as their care needs change. When residing in a Community of Care, clients are better positioned when the need for transfer to a higher level of care is identified and this can usually be coordinated in a timely manner.

Residential Care is the overarching term for all clients who meet the access criteria and are admitted to facilities using the Complex Care client groupings outlined in the Ministry of Health policy. Within this client group are specialized sub-populations and specific policies and processes to support high quality care and the services these sub-populations require. Details in regard to the sub-populations are available in Appendix 7.

## 2. The Opportunity

### 2.1. General Outline of Opportunity

This RFP is seeking Proponents, from either the non-for-profit or for profit sectors, who:

1. Have experience in the provision of multi-level Residential Care services for Complex Care clients and/or for Assisted Living clients;
2. Have the experience and resources to design and operate Facilities which will provide such services in a Community of Care environment and related services such as residential hospice, day programs, etc.;
3. Can commit to timely completion of Facilities by September 2008 at the latest;
4. Can meet the requirements for and can obtain all necessary licenses for the provision of care required in the *Facility and Assisted Living Act and its Regulations* and any other relevant legislation; and
5. Are willing to execute VIHA's Project Development Agreement (PDA) and Residential Care Service Agreement (RCSA). If an Assisted Living Proposal is included, the Proponent must be willing to execute VIHA's Contract for Services Assisted Living Agreement (ALA), and the BC Housing Operating Agreement (BCHOA) or the Rent Supplement Landlord Operating Agreement (RSLOA). The BCHOA is for not for profit operators and the RSLOA is for profit operators. The BCHOA is currently not attached to this RFP as it is being reviewed.

VIHA and BC Housing are seeking Proposals which will provide VIHA and BC Housing with Facilities matching the base case requirements set out in Section 2.2, being the number of Complex Care Beds and Assisted Living Units for each of the LHA's identified in section 2.2 for 2008.

VIHA has committed funding for the base case requirements. Funding for the capacity identified in the "2010 columns" in section 2.2 has not yet been secured. However, future funding may be committed at some point to provide such increased capacity. Proponents may wish to address how Facilities identified in their Proposals could expand to address this increased capacity, and VIHA can take this into account in the evaluation of Proposals under this RFP. Further, VIHA will accept alternate proposals to meet his capacity requirements in other ways.

A successful Proponent will be responsible to provide a Facility or Facilities within the LHA providing all or some of the base case Complex Care beds or Assisted Living units for that LHA. The successful Proponent can provide the Facility by either designing and constructing, and/or leasing the Facility, or expanding an existing facility at which similar services are already being provided. The successful Proponent will be responsible for all aspects of maintaining and operating each Facility provided by that Proponent, and all expenses and risks associated with such Facilities.

All Facilities will have to be ready to be occupied by September, 2008, including having all permits and licenses in place.

Once a Facility is ready to be occupied and provide services, a combination of VIHA and BC Housing will fund the Complex Care beds, Assisted Living units and related services being provided at that Facility.

## 2.2. Development Opportunity

VIHA's and BC Housing's base case requirements for 2008, and its potential service needs for 2010 for each of the LHA's involved in this RFP process are set out below.

	<b>Complex Care Beds (2008)</b>	<b>Assisted Living Units (2008)</b>	<b>Complex Care Beds (2010)</b>	<b>Assisted Living Units (2010)</b>
<b>Greater Victoria &amp; Saanich</b>	<b>185</b>	<b>55</b>	<b>0</b>	<b>40</b>
<b>Sooke</b>	<b>30</b>	<b>10</b>	<b>0</b>	<b>5</b>
<b>Cowichan &amp; Duncan Area</b>	<b>160</b>	<b>50</b>	<b>20</b>	<b>0</b>
<b>Nanaimo</b>	<b>110</b>	<b>40</b>	<b>25</b>	<b>40</b>
<b>Parksville/Qualicum</b>	<b>140</b>	<b>30</b>	<b>20</b>	<b>30</b>
<b>Port Alberni</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>
<b>Comox/Courtenay</b>	<b>90</b>	<b>60</b>	<b>0</b>	<b>0</b>
<b>Campbell River</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total</b>	<b>795</b>	<b>255</b>	<b>65</b>	<b>115</b>

VIHA and BC Housing anticipate that the base case number of Complex Care beds and Assisted Living units within each LHA will be awarded to successful Proponents. Without limiting VIHA's other rights in this RFP, however, VIHA may nevertheless award part or all of some of such Complex Care beds and Assisted Living units to parties who do not participate in this RFP process with the result that less than the said number of Complex Care beds or Assisted Living units are available to be awarded to a successful Proponent in this RFP process.

## 2.3. Value Added Innovations

A key goal of this RFP is obtaining innovations adding value in the delivery of services at Facilities, which maximise the interests of healthcare clients, VIHA and other stakeholders. Desirable areas for such innovations include:

1. Potential to use a portion of the spaces or the potential to expand to accommodate respite and/or residential hospice care;
2. The ability to include community services, such as adult day programs or therapeutic bathing program;
3. State of the art Facilities and services incorporating best practices for residents with dementia;
4. Potential Facility integration with the local community; for example, the shared utilisation of program space in the Facility or provision of office space for community care providers such as home care nurses;
5. Progressive human resource practices. Innovative care or staffing models that would improve residents' care/satisfaction or workplace satisfaction for staff;
6. Design elements that reduce operational and/or staffing costs to VIHA and promote sustainability ; and
7. Design flexibility that will allow the Facility to adapt to changes in service delivery models and to expand as demand dictates.

## **2.4. Scalability**

VIHA serves a population that is significantly older than the Canadian average. Immigration and aging trends indicate that this will continue and accelerate leading to higher demand for Assisted Living and Residential Care services in the future. In addition to this new service capacity need, VIHA's existing long term care facilities are aging and therefore, VIHA anticipates the need for replacement capacity over the next five to ten years.

In order to address its aging population and facilities, VIHA is seeking Proposals that will provide VIHA and BC Housing with the flexibility at various times in the future to increase the number of Complex Care Beds, Assisted Living Units and related Residential Care Services at the Facilities set out in a Proposal. These increases might take place during the Negotiation Phase of this RFP process, between the execution of Agreements with a successful Proponent, or during the terms of the Agreements. The increases could be up to or beyond the figures for the potential number of Complex Care beds and Assisted Living units for 2010 set out in section 2.2. VIHA, therefore, encourages Proponents to address the scalability of their Facilities, i.e. the ability of VIHA to work with a successful Proponent to increase the capacity of a Facility at various stages in the future.

## **2.5. Admission Procedure**

Facilities are expected to accept and provide care for the full range of residents' needs. VIHA will manage the admission of residents to the new Facilities as directed by Ministry and VIHA policies. Selective admissions to Facilities will not be accepted. It is expected that all care and services appropriate to Complex Care will be provided to the residents to optimize the quality of care and the quality of life for the resident and minimize the need for hospitalization. In addition, staffing levels and business processes of Facilities must support the ability to provide for daily admission of residents over the entire (i.e. 7 days a week) to ensure timely access to Residential Care vacancies and efficient service flow within the health care system.

## 2.6. VIHA Assets

For Proposal purposes, a Proponent should assume that VIHA would transfer these properties for at least their assessed value, although a Proponent can indicate in its Proposal a willingness to purchase such property at a higher price. In any event, VIHA will not be obligated to transfer such property to a Preferred Proponent at the assessed value or such higher price or at all. The final price and sale terms would be the subject of negotiations between a Preferred Proponent and VIHA in the Negotiation Phase in Section 3.3.

If a Proponent indicates that it wishes to lease the property from VIHA, then its Proposal should indicate this willingness to lease and the proposed lease terms. If such Proponent is designated as a Preferred Proponent, then VIHA will not be obligated to lease the property to the Preferred Proponent at the rate or on the terms proposed in the Proposal or at all. The rent and the terms of such lease would be the subject of the negotiations between a Preferred Proponent and VIHA in the Negotiation Phase.

Proponents are encouraged to explore how the use of all or a defined portion of these assets would improve the quality of the Residential Care Services described in their Proposals, and the value added innovations component of their Proposals.

## 2.7. Contracting Structure

A PDA and RCSA specimens of which are attached as Appendices 3 and 4 respectively, will be entered into with a successful Proponent for each Facility to be operated by the Proponent. If Assisted Living units are to be provided at the Facility an ALA, a specimen of which is attached as Appendix 5 will need to be executed with VIHA. BC Housing will require the execution of a RSLOA or a BCHOA (please see Part 2 of 2 Assisted Living Component of the RFP for the RSLOA. The BCHOA is for not for profit operators and the RSLOA is for profit operators. The BCHOA is currently not attached to this RFP as it is being reviewed.)

If a Facility is to operate on VIHA property, then a contract of purchase and sale or a lease of the property between the successful Proponent and VIHA will also be required.

## 2.8. Legislation and Standards Applicable to Facilities

A successful Proponent must receive a license prior to opening any Facility containing Complex Care beds and/or Assisted Living units. As outlined in the RCSA, the operator must operate the Facility in compliance with the appropriate legislation, standards and policies including, but not limited to the following:

1. The *Community Care and Assisted Living Act* and its Regulations;
2. The *Continuing Care Act*;
3. Policies and standards of VIHA relating to Home and Community Care and the provision of residential services;
4. Policies and standards of the Ministry of Health relating to Home and Community Care and the provision of residential services.

Versions of the Acts and Regulations may be viewed at [www.healthservices.gov.bc.ca/ccf](http://www.healthservices.gov.bc.ca/ccf)

## **2.9. InterRAI Assessment Tool**

VIHA will be requiring the implementation of a region wide system, for the collection and management of a clinical data using the international, Residential Assessment Instrument (interRAI), version 2.0 of the Minimum Data Set (MDS). The InterRAI MDS V. 2.0, as it is known, is a requirement of the Ministry of Health for British Columbia.

A successful Proponent will be required to implement InterRAI MDS V. 2.0 assessment tool, as per the Ministry of Health requirements. A successful Proponent will be required to have, at a minimum:

An information system which meets all the reporting requirements of RAI MDS 2.0 and Home and Community Care Minimum Reporting Requirements sufficient for the partner to provide to VIHA all the required data for reporting to all required agencies including the BC Ministry of Health and Canadian Institute of Health Information (CIHI).

A successful Proponent will need to ensure the following requirements are met for the information system that it implements:

1. Purchase and implementation of all necessary computer hardware and software, including all software licensing costs;
2. Support the full implementation throughout their facility(ies), including staff training;
3. Employ appropriately assessment tool trained staff; and
4. Ensure the system is fully maintained.

## 3. Procurement Process

### 3.1. Procurement Timelines

The following table outlines the milestones and timeline for the selection of Proponents for the Projects.

<b>Anticipated Procurement Process Schedule</b>	
<b>Milestones</b>	<b>Timeline</b>
<b>Request for Proposals issued</b>	<b>January 31, 2006</b>
<b>Proponents' meeting</b>	<b>February 2006</b>
<b>Revised PDA issued</b>	<b>February 2006</b>
<b>RFP Closing Date</b>	<b>March 28, 2006</b>
<b>Proposals evaluated</b>	<b>April 2006</b>
<b>Agreements signed</b>	<b>May 2006</b>
<b>Facilities open</b>	<b>September 2008</b>

### 3.2. RFP Phase

This Request for Proposals (RFP) is the only stage of the competitive selection process. At the end of this procurement phase, VIHA and BC Housing will select the Preferred Proponent(s) with whom they will enter into negotiations. Each Proponent's Proposal shall form part of the terms, conditions, and provisions of any Agreement with that Proponent.

#### 3.2.1. Proponents' Meeting

A Proponents' meeting will be held to provide additional information or clarification about the Project, the RFP process, and answer any questions. Although attendance at this meeting is optional, Proponents are strongly advised to attend. Oral questions will be allowed at the Proponents' meeting. For questions of a complex nature, or if a Proponent requires anonymity, Proponents are encouraged to forward these questions by e-mail to the Contact Person prior to the meeting. All costs of attending the Proponents' meeting are at the expense of the Proponent.

The Proponents' meeting will take place in February (final location, time and date to be determined).

Proponents are to advise the Contact Person of their intention to attend. An Addendum may be issued to address any request for clarifications or amendments that arises from the Proponents' meeting.

### **3.2.2. Revised PDA**

The PDA is currently still in development. The final PDA and will be provided as an addenda in February.

### **3.3. Negotiation Phase**

Once a Preferred Proponent(s) have been selected for a Project, the Preferred Proponent(s) Representative identified in the Proponent's Proposal Covering Letter and RFP Compliance Table will be notified in writing of its selection as the Preferred Proponent(s) for that Project. The letter will constitute the only valid notice of a Proponent's selection as a Preferred Proponent, and will not constitute in any way the confirmation of the award of a PDA, RCSA, ALA, BCHOA, RSLOA or any contract to the Preferred Proponent. VIHA and BC Housing shall not be obligated in any manner to any Proponent whatsoever until the appropriate written Agreements have been duly executed relating to an approved Proposal. Upon receipt of the valid notice, the Preferred Proponent and VIHA will proceed into the Negotiation Phase.

Negotiations may then be held with the Preferred Proponent(s) on the terms of the PDA(s), RCSA(s), ALA(s), BCHOA(s), RSLOA(s) and/or Ancillary Purchase and Sale/Lease Agreements, as may be applicable to the Facility or Facilities in its Proposal, prior to the execution of any such agreements. VIHA and BC Housing may agree, in their sole discretion, as part of such negotiations to modify the terms of the specimen PDA, RCSA, ALA and RSLOA attached as Appendices to this RFP (Part 1 and Part 2), and to negotiate whatever terms of any Ancillary Purchase and Sale/Lease Agreements may be required for the Facility or Facilities as VIHA in its sole discretion may deem necessary. VIHA and BC Housing may also, in their sole discretion, negotiate with the Preferred Proponent on whatever other matters VIHA and/or BC Housing may deem necessary in their sole discretion.

#### **3.3.1. Agreement Finalisation**

VIHA and BC Housing anticipate the Negotiation Phase with a Preferred Proponent will last a maximum of thirty days from the time the notification letter is provided to that Preferred Proponent. If negotiations with that Preferred Proponent cannot be successfully concluded within those thirty days, or if VIHA and BC Housing determine at their sole discretion at an earlier date that the negotiations have no reasonable prospect of success, VIHA and BC Housing may at their sole discretion terminate that Preferred Proponent's status as a Preferred Proponent for the particular Project in question, and notify another Proponent as its selection as a Preferred Proponent for that particular LHA and commence a Negotiation Phase with that Preferred Proponent. VIHA and BC Housing may decide at their sole discretion to extend the Negotiation Phase beyond the 30 days as may be required, in the event that the negotiations have a reasonable prospect of being successfully concluded within a reasonable period thereafter.



## **4. Preparation of Proposals**

### **4.1. General Instructions to Proponents**

All Proponents should exercise extreme care when completing their Proposals as failure to complete the Proposal fully or to comply with the requirements of this RFP may cause a Proposal to be rejected.

A Proponent is deemed to have accepted and be bound by the Terms and Conditions of this RFP by the submission of a Proposal in response to this RFP.

### **4.2. Receipt of Complete RFP**

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

### **4.3. Addenda and Requests for Clarification**

From time to time VIHA may in its sole discretion issue additions to, deletions from, or clarifications to this RFP (together referred to as the "Addenda"). All Addenda shall form an integral part of this RFP and shall be considered by the Proponents in their Proposals. All Proponents are responsible for checking [www.bcbid.ca](http://www.bcbid.ca) periodically to check for any Addenda.

It is the sole responsibility of the Proponent to verify before submitting their Proposal that they have acquired all Addenda that have been issued.

Each Proponent submitting a Proposal pursuant to this RFP shall be deemed to have read and understood the nature and effect of all of the provisions of the RFP including any Addenda. Proponents are responsible for thoroughly examining all instructions and documentation provided by VIHA in connection with this RFP. Inadequate knowledge on the part of a Proponent shall not be accepted by VIHA as a justification for errors or omissions in a Proposal. Proponents are encouraged to seek the advice of their professional advisors prior to submitting their Proposals pursuant to this RFP.

It is the responsibility of each Proponent to seek clarification from VIHA with respect to any particulars of this RFP which are not understood by the Proponent. VIHA will make reasonable efforts to respond to requests for clarification received before the Closing Date and Time.

All requests for clarification concerning the RFP are to be emailed or faxed to the attention of the Contact Person identified on the front page of this RFP. Responses to the request for clarifications will be provided in writing via an Addendum which will be posted on [www.bcbid.ca](http://www.bcbid.ca). VIHA makes no guarantee of timely delivery of any Addenda to any person or firm.

Responses made in any other manner, including without limitation orally, in person, via mail, via fax, or electronic mail, by any employees, agents or representatives of VIHA shall not constitute an official response by VIHA and shall not be relied upon by a Proponent in any manner. Written Addenda are the only means of amending or clarifying this RFP.

#### **4.4. Proposal Types**

Where a Proponent believes that certain amendments to the draft Agreements would deliver significant value to VIHA, the Proponent should submit their Base Proposal predicated on the form of Agreements in the attachments and an additional, Alternate Proposal (or Proposals) along with a black line version of the suggested amendments to the RCSA and an attachment summarizing the value to be provided to VIHA from such changes on a change by change basis. This attachment should clearly identify the qualitative or quantitative benefits including but not limited to impact on quality of service, per diem cost and construction costs on a change by change basis. VIHA reserves the right to accept, reject, or counter any Proposal or Alternate Proposals. Alternate Proposals must be clearly marked as such in the Proposal documentation. Alternate Proposals for suggested amendments to the PDA, ALA or RSLOA will not be accepted for this RFP; however, depending on the complexity of a Facility/Project that is valued less than \$2 million, VIHA reserves the right to use a condensed version of the PDA.

If Proponents wish to have Base Proposals or Alternate Proposals across the LHA's considered as one combined package and awarded as such, they should provide an attachment describing which Proposals are being grouped together in this manner and indicate the savings to VIHA that would be attained if the Agreements are awarded on the basis of this grouping of Proposals.

#### **4.5. Format of Proposals**

The format of a Proposal must satisfy the Mandatory Criteria.

The format of the Proposal should also be as follows.

1. Proposals should be submitted with written information on 8 ½" x 11" paper, and any drawings or renderings on paper which is no less than 11" x 17" and which must be clearly legible;
2. The Proposal should contain a table of contents illustrating the page numbers of all major sections as well as identifying relevant appendices or attachments;
3. Proponents should complete all required pro forma templates in full and without alteration;
4. Proposal should be 25 pages or less excluding appendices or attachments. The emphasis should be on completeness, conciseness and clarity;
5. The contents of the Proposal should address the information and material referred to and requested in Section 5 including the Desirable Criteria.

Proposal contents should be sequenced as follows:

1. Title Page – includes Proponent and project name
  2. Table of Contents – including page numbers
  3. Proposal Covering Letter and RFP Compliance Table (see Appendix 1)
  4. Response to Evaluation Criteria
    - a. Program Delivery
      - i. Service Model
      - ii. Proponent Strength and Experience
      - iii. Ability to Deliver
    - b. Financial Consideration
    - c. Value Added Innovations
  5. Pro Forma Templates
  6. Appendices – if applicable;
6. Proponents submitting Alternate Proposals are to clearly mark their Proposal as “Alternate Proposal” and submit it in conjunction with a Base Proposal;
7. Each Proposal should include ten printed copies of the Proposal, one electronic version on a read-only compact disk and one unbound copy for photocopying;
8. Proposals are to be sealed and the Proponent’s full legal name and return address clearly displayed on the package the Proposals are delivered in; and
9. The following information should be displayed on the face of the package for each Proposal:

<p>PROPOSAL FOR THE PROVISION OF <b><i>TYPE OF</i></b> FACILITY BEDS FOR <b><i>LHA</i></b> [IDENTIFY PARTICULAR LHA] enclosed</p> <p>Closing Date and Time: <b>March 28, 2006 at 14:00:00 PST</b></p>
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## 5. Evaluation Criteria and Proposal Requirements

### 5.1. Evaluation

The Evaluation Committee, appointed by VIHA and BC Housing, will evaluate Proposals in accordance with the evaluation criteria set out in this section and Part 2 of the RFP and recommend Preferred Proponent(s).

The evaluation will include the identification of key strengths and weaknesses of each Proposal. Proponents will not be advised of comparative scoring information of other Proponents. This Project is subject to the application of the *Freedom of Information and Protection of Privacy Act*.

To assist in evaluation of the Proposals, and in determining their suitability, acceptability, and credibility, VIHA and BC Housing may, in its sole and absolute discretion:

1. Conduct reference checks with any or all of the references cited in a Proposal;
2. Rely on and consider any information from such cited references; and
3. Take into consideration information from other sources and seek clarification from the Proponents on such information.

If an experience, capacity or other information contained in a Proposal is not verified to VIHA's satisfaction through such reference checks, VIHA is not obliged to, and may not consider such cited experience, capacity or other information.

The Evaluation Committee reserves the right to have all Proponents attend an interview with the Evaluation Committee. The purpose of the interview is to receive an oral presentation of each Proposal to clarify the information contained therein. A written submission of the presentation shall be submitted to the Evaluation Committee at the end of the interview. Proponents will be given at least five (5) business days notice to prepare for any said interview.

In the event of an interview, the Evaluation Committee will utilize the information provided by the Proponents to update the evaluation of the Proposal, relative to the Evaluation Criteria.

The Evaluation Committee will report the results of the evaluation process to the appropriate decision making bodies within VIHA and BC Housing. These bodies will consider, but are not bound by, the findings of the Evaluation Committee. These bodies will determine at their sole discretion the Preferred Proponent(s) within each LHA, which VIHA and BC Housing will then enter into negotiations. By submitting a Proposal in response to this RFP, a Proponent shall be deemed to have accepted VIHA and BC Housing's determination of the Preferred Proponent(s) for a particular Project.

## 5.2. Closing Date and Time

VIHA will only evaluate Proposals that have been received on or before the Closing Date and Time at the Closing Location. Proposals must be submitted by pre-paid courier or by hand, and are NOT to be submitted by facsimile or by any other electronic method. Proposals received after the Closing Date and Time will be rejected without being opened or evaluated. In case of a dispute over the date or time on which a Proposal was submitted, the receipt date and time as recorded at the Closing Location by VIHA shall prevail whether accurate or not.

## 5.3. Mandatory Criteria

The Evaluation Committee will first review compliance with the following Mandatory Criteria:

1. Proposals must be in English;
2. Proposals must have been delivered to the Closing Location on or before the Closing Date and Closing Time; and
3. Each Proposal must contain a Proposal Covering Letter and RFP Compliance Table in format set out in Appendix 1 which identifies and is signed by a duly authorized representative of the Proponent.

Proposals which do not meet all of the Mandatory Criteria will not be evaluated further, and will be rejected at the sole discretion of VIHA.

## 5.4. Desirable Criteria

Proposals that satisfy the Mandatory Criteria will be evaluated against the following Desirable Criteria and assessed points for each Desirable Criterion up to the maximum points indicated below.

<b>Desirable Criteria</b>	<b>Maximum Points</b>
<b>Program Delivery</b>	
1. Service Model	<b>25</b>
2. Proponent Strength and Experience	<b>20</b>
3. Ability to Deliver	<b>20</b>
<b>Financial Considerations</b>	<b>25</b>
<b>Value Added and Innovation</b>	<b>10</b>

The issues that Proposals should address and that VIHA will evaluate with respect to each of the Desirable Criteria are set out in section 5.5 to 5.7 below.

## **5.5. Program Delivery**

### **5.5.1. Service Model**

#### **5.5.1.1. Criterion**

How Proponents plan to address the service requirements for Residential Care services for Complex Care clients, Assisted Living services, related health care services such as residential hospice, day programs, etc. and may also include private-pay residential care beds, independent housing for rent or purchase and related commercial opportunities such as pharmacy, café, etc. To assess this criterion, the Evaluation Committee will be considering the Proponent's service model, staffing model, and quality management program.

Points will be awarded for the degree to which Proposals address the provision of quality care for intended residents based on the following:

- a. Provision of high quality care and services for the intended residents
- b. Quality of the Proponent's service plan in relation to their care model, best practices and environment;
- c. Quality of the Proponent's human resources and staffing plan; and
- d. Quality of the Proponent's quality improvement and assurance plan.

#### **5.5.1.2. Proposal Requirements**

The Proposal will state the organization's philosophy, mission, values, beliefs and policies with regards to the provision of services. In order for VIHA to address the issues in the section above, Proposals will include the following information, address the identified matters, and provide relevant examples:

##### **1. Service Plan:**

###### **a. Care Model**

The Facility's design, the service delivery model, and operating budgets should display an understanding of the care programs required for the intended residents in the Facility. Specific detail should be provided in the Proposal on how the care management plan, and Facility design and development plan are integrated together to meet the needs of residents. This integration must reflect current best practices and ensure the right care is provided at the right time.

The Proposal should include a service plan which identifies strategies for meeting the physical, spiritual, emotional and psycho-social needs of clients and invites client and

family members to have input into the service delivery and, in particular, into decisions that affect them. The strategies should also address how to integrate the community and other service providers with the activities of the clients. This outline should list the organizations, resources, and service agencies that will be accessible to the clients of the Facility, and demonstrate the involvement of community groups before, during and after Project completion.

The Proposal should incorporate flexibility into all aspects of services and programs, including type and hours of staff, to meet clients' unique needs and outline any strategies that are designed to promote the rights and welfare of the residents.

**b. Best Practice**

The service plan should also outline how the Proponent will develop services in conjunction with evidence-based best practices, health management data, VIHA's strategic goals, value and compliance with regulations.

**c. Environment for Staff and Client**

The proposed service plan should describe the strategies and practices for assisting residents and families during the transition period leading up to the opening of the Facility relating to admission, transfers, Ministry of Health priority access policy and VIHA's first available bed policy; while providing an environment that promotes the health and well-being of residents and staff.

**2. Human Resources and Staffing Plan**

Providing appropriate care for all residents requires a skill mix that guarantees the right care or service at the right time. Skill mix in Residential Care services must improve resident's quality of life, be client centred, as well as be affordable and sustainable (ensuring that each team member is working to his/her full potential). For each care group, identified in Appendix 7, the skill mix may vary; however, components such as leadership, continuing education, specialized knowledge, expert clinical skills, and receptiveness to innovation are key attributes.

The Proposal should state the Proponent's human resources philosophy and staffing plan which includes:

- a. Staff recruitment, screening and hiring procedures;
- b. Start up/orientation and ongoing training;
- c. Professional development and education policy and opportunities;
- d. Competency monitoring and on-site supervision (days, weekends, statutory holidays and emergencies);
- e. Physician availability, coverage and payment mechanism;
- f. Plan for on-site supervision (include days, weekends, stats, and emergencies);
- g. Roles of personnel within the outlined service areas. Job descriptions and qualification requirements for all key positions including management should be included. Proponents are to describe the qualifications, experience, and personal

attributes and capacities required for the position(s) of Manager/Administrator and the Director of Care.; and

- h. A staffing schedule (see Appendix 6) should demonstrate levels and shift patterns which reflects the organization's program philosophy and client population;

It should be noted that the VIHA expects that the number of direct care hours per resident day will reflect evidence currently available to promote best practices in Complex Care. Proponents should consider a direct care hours (aides, LPNs, RNs, therapists etc.) staff level of 2.8 worked hours per resident day and a staff mix of at least 25% professional care (LPNs, RNs therapists designate under the Health Professions Act). Alternate staffing levels and mix will be acceptable if accompanied by a detailed outline of how these levels will ensure a high quality of care and services.

### **3. Quality Improvement and Assurance Plan**

The Proposal should include a comprehensive quality improvement and assurance plans that:

- a. Describes the Proponent's quality improvement philosophy and program. Where applicable, identify initiatives implemented by the Proponent within the past five years that addressed trends in senior's services or areas requiring improvement as identified through performance monitoring;
- b. Outlines the Proponent's goals and objectives for the next 12 – 36 months to enhance the provision of Complex Care services;
- c. Includes a performance measurement plan (such as program outcomes, client satisfaction, milestone achievements);
- d. Describes how performance measurement information will be provided to VIHA; and
- e. Specifically demonstrates how the clients and their families will be involved in service development.

## **5.5.2. Proponent Strength and Experience**

### **5.5.2.1. Criterion**

Ability to operate and maintain the Facility identified in the Proposal including, where applicable, the ability to secure the site for the Facility, design and build, finance, operate and maintain the Facility.

Points will be awarded for the degree to which Proposals demonstrate:

- 1. Corporate stability and team cohesiveness; and
- 2. The depth of experience of the Proponent in terms of the number of projects which the Proponent has successfully completed and the number of years the Proponent has been involved in such projects, which are similar in nature to the project(s)



under which the Proponent would provide the Facility described in the Proponent's Proposal which includes the ability to:

- a. Provide high quality care and services similar to those required for the Facility;
- b. Design, build, finance, operate and maintain facilities similar to the Facility which the Proponent would be providing if awarded Agreements as a result of this RFP process;
- c. Manage community involvement and municipal processes on similar projects and the operation and maintenance of similar facilities; and
- d. Manage all required permits and approvals on similar projects and the operation and maintenance of similar projects.

### **5.5.2.2. Proposal Requirements**

In order to enable VIHA to evaluate the above issues, the Proposal will address the following issues and contain the following information:

#### **1. Corporate Stability and Team**

- a. A contact person (Proponent's Representative) and the person's position, current telephone, fax and email information;
- b. A description of the Proponent (proprietary, partnership, not-for-profit society, etc.), legal entities, registrations, charter number, etc.;
- c. Identification of any other name that the Proponent has operated under including when and why the organization name was changed;
- d. A description of any material current or pending litigation or legal disputes which could materially affect the Proponent's ability to successfully complete the Project or Facility; and
- e. A list of the Proponent's parent or subsidiary corporations or related firms and entities.
- f. A list of Proponent Team Members including Primary Members, Equity Members and Key Individuals. The list is to also identify the Proponent Team Member's roles and responsibilities.

#### **2. History and Experience**

- a. A brief history of the Proponent including the number of years in business. The history should include a description of any agreements with Health Authorities during the past three years, including those currently in effect;
- b. The Proponent's experience in provision of Residential Care services including number of facilities/units involved in such services;
- c. The Proponent's experience in the development and management of similar projects and similar facilities;
- d. Understanding of the care and licensing requirements for Residential Care service;

- e. The names and a brief description of the Proponent's intended Key Individuals with respect to the Project and the Facility described in the Proposal. Key Individuals to be listed are the Project Manager, Architect, Construction Manager, Site Administrator, Facility Manager/Administrator and the Director of Care;
- f. Experience with community development and permit requirements for similar projects and facilities; and
- g. Any other significant details that demonstrate the experience of the Proponent in the development and management of similar projects and facilities.

### **3. References**

Six references will be included in the Proposal. Any references that are included must have agreed to provide such a reference. Those selected should be able to supply an objective opinion of the Proponent and not have conflicting interest in the outcome of the RFP. VIHA has a strong preference for references from other health funding bodies. Contact information for those who have agreed to act as references should also be included (name, designation, phone number and, if possible, e-mail address). The references can be from the following sources:

- a. A health funding body, if applicable;
- b. The Community Access Coordinator of an existing facility, if applicable;
- c. A recent licensing report, if applicable;
- d. A community partner; and
- e. A lender.

If the Proposal is being submitted by more than one legal entity or company, then the Proposal should address the above issues and contain the information set out above for each Team Member, except that only one Proponent's Representative would be required for the entire team. The Proposal should also contain a description of the intended role of each Team Member in the Project and the operation and maintenance of the Facility, and the main terms of the agreement(s) between the Team Members as to their respective roles and responsibilities in same.

## **5.5.3. Ability to Deliver**

### **5.5.3.1. Criterion**

Points will be awarded based on the following:

1. The Proponent's ability to acquire ownership or control of appropriate land for the Project(s). Land that is in close proximity to related services such as cafés or pharmacies, proximity to residential neighbourhoods and transit services and consideration in regards to surrounding noise levels;
2. The proximity of the proposed site to essential, related services of value to clients occupying Complex Care beds and/or Assisted Living units;

3. The Proponent's ability to have the Facility ready to operate in all respects by September, 2008 at the latest. When evaluating this criterion, VIHA will allocate the points to those Proponents able to commence operations on an earlier date;
4. The degree to which the Proposal advances VIHA's preferred service delivery model (e.g. Community of Care); and
5. The degree to which the Proposal meets the following design guidelines

#### **Design Guidelines for Residential Care (Complex Care)**

Facilities should be designed to have the ambiance and feel of a home while meeting functional, physical and financial objectives. Facilities should meet or exceed the 1992 and 1994 Ministry of Health Multilevel Care Design Guidelines. As indicated in these guidelines, Facility designs should incorporate care units to promote home-like environments and opportunities for resident privacy and socialization on a manageable scale. In addition to the guidelines noted above, it is a requirement that:

- a. Every bed in the Facility be equipped with a ceiling-mounted patient lift system acceptable to VIHA (i.e., which meets or exceeds Workers' Compensation Board's requirements). The patient lift tracks must extend from above the patient bed into the ensuite washroom above the toilet;
- b. Barrier free designs are incorporated. For example, each resident washroom is equipped with a wheelchair accessible shower;
- c. Perimeter security be included to prevent vulnerable residents from leaving the Facility and allow access by family and visitors. Restricted access will be required to prevent access from intruders who pose a risk to residents, staff and visitors; and

The Facility would have to meet the licensing and code requirements of the *Community Care and Assisted Living Act*, the National Building Code, British Columbia Building Code and those authorities or municipalities having building codes and bylaws that take precedence over the Multilevel Care Design Guidelines.

#### **5.5.3.2. Proposal Requirements**

In order for VIHA to evaluate the above issues, the Proposal should address the following issues and contain the following information:

##### **1. Land**

Proposals should include a description of the land available for operating the Facility, whether currently owned or to be purchased or leased by the Proponent, including, but not limited to the following:

- a. Ownership status;

- b. If not owned, the degree to which appropriate land is secured for this purpose;
- c. Current zoning and status of re-zoning and the average length of time for a re-zoning process for the appropriate community;
- d. Description and diagram of land including size, building footprint, set backs and any limitations;
- e. Environmental assessment, area, topography;
- f. Proximity to related services such as cafés or pharmacies, proximity to residential neighbourhoods and transit services and consideration in regards to surrounding noise levels; and
- g. Municipal and legal address.

Proponents without land under firm commitment may want to consider including a secondary site for the Facility. A secondary site should be described using the same information as requested above and may be accepted as an alternative if the Proponent is awarded the Agreement and is unable to proceed with the Project at the primary site. If proposing VIHA properties in the Proposal, Proponents are to refer to section 2 and provide required detail.

## **2. Project Development**

Proponents should provide a full outline of a Residential Care Facility development plan for the Facility including:

- a. A "Gantt" chart demonstrating the number of weeks/months from award of the Agreements to completion of each phase of the Project;
- b. Provide detailed information around the timing and strategy for commissioning and opening the facility by September 2008 at the latest;
- c. Describe the overall strategy for risk management during program delivery including identification and assessment of risk, the potential of risk occurrence and plans to mitigate each risk. If indicating an earlier operational date, Proponents are to identify how they will ensure the earlier date will be met and what assurances are being provided to VIHA in meeting the proposed date;
- d. The overall strategy for risk management from site acquisition to Project completion including a risk identification, assessment and mitigation plan;
- e. Risk management to ensure the timely admission of the clients during the opening phase in terms of time, numbers, phasing and client support;
- f. Operational systems that need to be in place prior to admissions including but not limited to approvals, permits and licenses; and
- g. Plans for ongoing investment in the Facility, whether owned or leased, with major capital asset maintenance planning.

## **3. Building Design**

- a. Proponents should submit sufficient information to indicate how the proposed Facility will meet VIHA's care needs (e.g. schematic design phase floor plans of the proposed building design, as well as a clearly defined site plan, and proposed elevations);
- b. Demonstrate how:
  - i. the building's design considers safety and security needs,
  - ii. the building facilitates high quality care, services, and
  - iii. the building design positively impacts the operating budget and future sustainability;
- c. The Proposal should also demonstrate how the building's design and specified materials, equipment and systems contribute to better life cycle costs including reduced operating, maintenance and cyclical renewal costs;
- d. Indicate the expected life of each building block as a whole, as well as the expected life of the major renewable building components and systems of each block;
- e. Outline the flexibility in Facility design and adaptability to future changes including the changes in resident populations;
- f. Outline any special design features that are being planned to meet the requirements of those with dementia and those with medically complex and/or specialized medical care needs; and
- g. Display a complete understanding of the licensing requirements and the need for Facilities designed for and in the best interest of the resident population that will be served by the Facility and for the staff providing the care.

## **5.6. Financial Considerations**

### **5.6.1. Criterion**

Points will be awarded based upon VIHA's assessment of the following:

1. The Proponent's ability to finance the Project and Facility (from sources other than VIHA);
2. The Proponent's ability to manage and absorb, as necessary, risks associated with the Project and Facility;
3. The degree of commitment from the Proponent's lenders, if applicable, in the form of a letter from the lender indicating the relationship between the lender and the Proponent and the approximate amount of lending or loans available to the Proponent from the lender;
4. The net cost per client day to VIHA for the Residential Care services associated with the Complex Care beds and/or Assisted Living units provided in the Facility;
5. The benefits that will flow to VIHA from other services or opportunities provided at or near the Facility; and

6. The degree of scalability, that VIHA will have to increase the number of Complex Care beds, Assisted Living units, Residential Care services and/or other services at the Facility including the terms of this scalability.

### **5.6.2. Proposal Requirements**

The Proposal should address the following issues and contain the following information:

#### **1. Capital Budget**

- a. A realistic construction budget for the Project (see Appendix 6 for the required format) Note: No capital funding is available from VIHA or BC Housing for the Project;
- b. Realistic budget analysis information (see Appendix 6 for the required format);
- c. Financing information including status of discussions with lender regarding the amount of financing being requested, terms and rates;
- d. One letter from the Proponent's lender supporting the financing of Project, if applicable. The letter from the lender will indicate the relationship between the lender and the Proponent and the approximate amount of lending or loans available to the Proponent from the lender; and
- e. Information as to status of an application, if applicable, with CMHC, summarizing any discussions with CMHC if this will be a CMHC insured mortgage.

If the Proponent is not the developer or land owner and is not intending to be the land owner), the Proposal should also include;

- f. Information on the developer or land owner including the relationship between the Proponent and the developer/landowner; and
- g. A brief history of the relationship between the Proponent and the developer/land owner, whether it is formalized or not, whether there will be an ongoing relationship after the construction of the building.

#### **2. Operating Budget**

The Proposal should include an operating budget reflecting the Proponent's ability to maintain a cost-effective service over the term of the Agreements (see Appendix 6 for the required format).

The budget must separate VIHA's clients and private clients and also separately identify the client contribution (currently \$28.80 per client per day). VIHA provides no guaranteed annual budget increases but endeavours to deal fairly and equitably with their service providers to provide high quality care and services. The Proposal should include a

Proponent's assumptions regarding client mix, pricing, escalation of revenues and cost inflation.

### **3. Pro Forma Financial Statements and Financial Statements**

Proponents are required to submit three years of pro forma financial statements and two years of the most recent audited financial statements;

### **4. Scalability**

As per section 2.4, if submitting a Proposal that includes a proposed Facility that is scalable, the Proponent should indicate the cost and other significant issues associated with the potential future increases in the capacity of the Facility.

## **5.7. Value Added Innovations**

### **5.7.1. Criterion**

How a Proponent's Proposal could add value to residents, their families, the community and VIHA.

Value Added Innovations can be elements of a Proposal that:

1. Are unique and significantly enhances the merits of the Proposal;
2. Are not requested but offered as part of the service;
3. Are delivered at no extra cost to the client or VIHA;
4. May provide research evidence regarding service improvement;
5. Will enhance client satisfaction and/or quality of living; or
6. Will provide opportunity for growth and expansion of services for clients and the community.

### **5.7.2. Proposal Requirements**

Proponents should provide details in their Proposals of any value added benefits or innovative features of their Proposals.

The following are examples of evidence for value added innovations:

1. Utilisation of some portion of the beds in a Facility for respite or residential hospice care;
2. Greater integration of the Facility with community care, such as adult day program or therapeutic bathing program;

3. State of the art Facility and services incorporating best practices for residents with dementia;
4. The potential for further integration of the Facility with the community, for example potentially a shared utilisation of program space in the Facility or provision of office space for community care providers such as home care nurses;
5. Innovative care and/or staffing models that would improve resident's satisfaction and/or care and/or workplace satisfaction for staff;
6. Design or service model elements that reduce operational and/or staffing costs to VIHA;
7. Design flexibility that will allow the Facility to adapt to changes in service delivery models and to expand as demand dictates;
8. Innovative HR practices enhancing recruitment and retention;
9. Unique approaches to ensure sustainability of services; and
10. Creative revenue streams or asset value sharing opportunities.

## **5.8. General Evaluation Criteria**

In addition to the issues and matters outlined above, VIHA can take into account the matters addressed in the following sections in the evaluation of Proposals as each may be applicable to a particular Proposal. VIHA can take such matters into account in the award of points under the Desirable Criteria as VIHA deems appropriate in its sole discretion.

VIHA can also take into account any information obtained by VIHA as a result of the potential procedures and processes set out in Section 5 and under the RFP General Terms and Conditions in Appendix 8 with such information being taken into account in the award of points under the Desirable Criteria as VIHA deems appropriate in its sole discretion.

## **5.9. Possible Use of VIHA Assets**

Proponents may identify one or more of the VIHA properties listed in Appendix 2 as the proposed Site of a Facility.

For Proposal purposes, a Proponent may assume that VIHA would transfer these properties for at least their assessed value, although a Proponent can indicate in its Proposal a willingness to purchase such property at a higher price. If a Proponent wishes to purchase such a property as a Site for a Facility, then, in addition to a possible higher price, it should also indicate in its Proposal the proposed terms of purchase. In any event, even if a Preferred Proponent identified a VIHA property as the proposed Site of a Facility in its Proposal, VIHA will not be obligated to transfer the property to the Preferred Proponent at the assessed value or any other price indicated in its Proposal, or on the other terms of purchase indicated in the Proposal, or to transfer the property at all to the Preferred Proponent. The actual price for any such VIHA property and the other terms of sale shall be subject to negotiation between VIHA and such Preferred Proponent in the Negotiation Phase.



A Proponent may also indicate in its Proposal a willingness to lease such property from VIHA. If so, the Proposal must indicate the proposed rent and the other general terms of such lease. VIHA will not be obligated to lease such property to a Preferred Proponent who indicated a willingness to lease such property in its Proposal, at the rent or on the other terms indicated in the Proposal or at all. The actual rent and other terms of the lease shall be subject to negotiation between VIHA and such Preferred Proponent in the Negotiation Phase.

If a Proponent indicates in its Proposal that it intends to either purchase or lease one or more of the VIHA properties set out in Appendix 2 to operate a Facility or Facilities if awarded Agreements as a result of this RFP process, then the Proposal must outline the value added benefit to VIHA from the Proponent's acquisition or lease and subsequent use of such property(ies). The Proponent must also complete the portions of the Desirable Criteria pertaining to the site of the Facility, on the basis that the Facility would be operated from the VIHA property in question.

## **5.10. Claims Against VIHA**

VIHA reserves the right in its sole discretion not to accept a Proposal from any Proponent which in the past commenced a claim or legal proceedings against VIHA, has notified VIHA of the possibility of commencing such a claim or proceedings, is currently bringing a claim or legal proceeding against VIHA, or against which VIHA has in the past either considered or actually commenced a claim or legal proceeding, in the event such a claim or legal proceeding involves previous contracts, tenders, or business transactions. VIHA may at its sole discretion also take any such claims or legal proceedings into account in the evaluation of a Proponent's Proposal.

## **5.11. Overall Comment on RFP Process, and Evaluation Process**

Proposals submitted in response to this RFP may vary considerably from one another in a number of material aspects including the size of the proposed Facilities set out in the various Proposals, the advantages of the location of a proposed Site for a Facility, the possible scalability of such Facilities, the nature of the proposed Projects necessary for the design, building, renovation etc. of such Facilities, the possible purchase or lease of VIHA property for the Site of a proposed Facility, the proposed amendments in any Alternate Proposals to the terms of the specimen Agreements attached to this RFP, the bundling of Proposals within a particular LHA or across different LHA's etc. This may lead to a situation where VIHA and BC Housing have to evaluate a Proposal for a proposed Facility and proposed Project in one LHA, to a Proposal or Proposals within that LHA and other LHA's (in the case of bundling/grouping) for Facilities and Projects of a significantly different nature. A strictly objective comparison evaluation process, therefore, between fundamentally similar Proposals that vary in only relatively few details from one another may not be possible.

By submitting a Proposal, a Proponent acknowledges and agrees that the evaluation of a Proposal under this RFP process, the determination of how the Proposal addresses the Desirable Criteria and the resulting allocation of points to a particular Proposal, in assessing which Proposal provide(s) the greatest benefit to VIHA as compared to the other Proposal(s) for the same LHA, is a discretionary and subjective process. VIHA and BC Housing shall have the sole discretion to determine the appropriate number of points to be awarded to a particular Proposal according to

the Desirable Criteria. By submitting a Proposal in response to this RFP, a Proponent shall be deemed to have accepted results of VIHA's and BC Housing's evaluation of its Proposal.

## 6. Definitions

Submission of a Proposal in response to this RFP indicates acceptance of all the following terms. Each Agreement, although part of this RFP, may define similar words differently. Throughout this RFP, the following words and phrases have the following meanings:

<b><u>Term</u></b>	<b><u>Definition</u></b>
Addenda	Formal amendments to this RFP, if issued. Addenda will be read in conjunction with this RFP in the sequence issued. Any changes in any aspect of content will have reference to the most recent addendum replacing any previous content unless otherwise noted.
Agreement(s)	Means legal documents to be negotiated between the Preferred Proponent and VIHA and BC Housing for the development, design, construction, financing, operation, and maintenance of a facility meeting the terms described herein.
ALA	Means the VIHA Assisted Living Agreement.
Alternate Proposal	A proposal based on proposed changes to the RCSA.
Ancillary Purchase and Sale/Lease Agreements	Means either a Contract of Purchase and Sale or a lease between VIHA and a Preferred Proponent with respect to the Site for a Facility where a Preferred Proponent either purchases or leases property owned by VIHA for such Site
Appendix	Means the appendices 1 to 8 attached to this RFP.
Assisted Living	Self contained apartments where tenants receive personal care and hospitality services such as meals, housekeeping, and laundry services, recreational opportunities, assistance with medications, mobility and other care needs, as well as a 24-hour response system.
Base Proposal	A proposal based on acceptance of the RCSA with no changes
BC Housing	Means the British Columbia Housing Management Commission
BCHOA	Refers to the BC Housing Operating Agreement
Closing Date and Time	Means the date and time, as described on the cover page of this RFP, for the submission of Proposals or any changes thereto that may be made pursuant to an Addenda to this RFP.

<b><u>Term</u></b>	<b><u>Definition</u></b>
Closing Location	Means the location, as described on the cover page of this RFP, to which Proposals must be submitted before the Closing Date and Time.
Community of Care	Means a facility that offers a full range of housing and care options in one location (such as independent housing, transitional care, convalescent care, assisted living, and complex care) and thereby minimizes the disruption for seniors when their care needs change.
Complex Care	Means 24-hour professional care with residential setting for seniors and people with significant physical and cognitive disabilities
Contact Person	Means VIHA's contact person identified on the cover page of this RFP.
Desirable Criterion	Refers to the evaluation criteria that will be assessed based on the Proponent's submission of evidence demonstrating their ability.
Disqualify, disqualify, Disqualification disqualification, Disqualified or disqualified	Where used in this RFP in reference to a Proposal means the disqualification and exclusion of the Proposal from any further consideration under this RFP process whether before, during or after the review and evaluation of the Proposal or the designation of the Proponent who submitted the Proposal as a Preferred Proponent.
Equity Members	Means individuals, corporations, joint ventures, partnerships or other legal entities who have an ownership or equity interest in the Project, as described in the Proposal.
Evaluation Committee	Means the team selected and appointed by VIHA and BC Housing at its sole discretion to evaluate Proposals in accordance with the procedure and processes set out or referred to in Section 5 of this RFP. The team consists of various servants, agents, contractors, representatives and employees of VIHA and BC Housing.
Facility	Refers to the site of residential care services are provided.
Key Individuals	Means the specific persons, exclusive of one Proponent including the Project Manager, Architect, Construction Manager, Site Administrator, Facility Manager/Administrator, and the Director of Care

<b><u>Term</u></b>	<b><u>Definition</u></b>
Licensed Dementia Housing	Small scale, purpose built housing for independently mobile adults with a stable medical condition, whose primary health concern is a dementia which prevents them from making daily decisions on their own behalf. LDH integrates a barrier-free design with a milieu, program philosophy, staffing model and supports, which facilitate high levels of client independence through engagement in daily activities. LDH is eligible for licensing under the Community Care & Assisted Living Act 2002. <a href="http://www.qp.gov.bc.ca/stratreg/stat/C/02075_01.htm">www.qp.gov.bc.ca/stratreg/stat/C/02075_01.htm</a>
LHA	Refers to Local Health Area
Negotiation Phase	The thirty (30) day period after the Preferred Proponent(s) have been notified in writing in which negotiations are to be finalized.
Negotiation Phase	Means the process for negotiating the terms and conditions of Agreements and any Ancillary Purchase and Sale/Lease Agreements between a Preferred Proponent and VIHA set out in Section 3 of this RFP.
Partnerships BC	Means Partnerships British Columbia Inc.
PDA	Refers to the Project Development Agreement.
Person	Means an individual, corporation, partnership, trust, joint venture, society or any other legal entity.
Prime Members	Means any individual, corporation, joint venture, partnership or other legal entity, exclusive to one Proponent, who has the role which involves one of the following: <ul style="list-style-type: none"> <li>• Equal to or greater than 25% in the construction activity; or</li> <li>• Equal to or greater than 25% of the design activity.</li> </ul>
Preferred Proponent	Means the Proponent deemed to have the best overall proposal by the Evaluation Committee for a given project or bundle of projects, which is recommended to VIHA and BC Housing for approval.

<b><u>Term</u></b>	<b><u>Definition</u></b>
Project Development Agreement	Means the Project Development Agreement included in specimen form at Appendix 3 to this RFP where this RFP is expressly or implicitly referring to an unexecuted Project Development Agreement and the executed Project Development Agreement between VIHA and an Operator where this RFP is expressly or implicitly referring to an executed Project Development Agreement.
Project(s)	Means the design, construction, maintenance, finance, ownership, and operation of appropriately designed facilities to provide additional Complex Care and/or Assisted Living, and related program services.
Proponent	Means the entity, company, or consortium that submits or intends to submit a Proposal.
Proponent Team	With respect to a particular Proposal, means all of the Proponent Team Members with respect to that Proposal.
Proponent Team Member	Includes with respect to a particular Proposal, the Proponent itself, the Equity Members of the Proponent, and the Key Individuals of the Proponent.
Proposal	Means the entirety of the formal submission by a Proponent in response to this RFP.
RCSA	Refers to the Residential Care Services Agreement.
RSLOA	Refers to the Rent Supplement Landlord Operating Agreement
Reject, reject, rejected or rejection	Where used in this RFP in reference to a Proposal means the disqualification and exclusion of the Proposal from any further consideration under this RFP process regardless of whether before, during or after the review and evaluation of the Proposal whether before or after the designation of the Proponent who submitted the Proposal as a Preferred Proponent.
Residential Care	Means a living arrangement in which housing, meals, help with activities of daily living, and protective supervision are provided to individuals who cannot live independently, but do not require institutional care.

<b><u>Term</u></b>	<b><u>Definition</u></b>
Residential Care Service Agreement	Means the Residential Care Service Agreement attached in specimen form at Appendix 4 to this RFP where this RFP is expressly or implicitly referring to an unexecuted Residential Care Service Agreement and the executed Residential Care Service Agreement between VIHA and a service provider where this RFP is expressly or implicitly referring to an executed Residential Care Service Agreement.
Restricted Party	Means any Person who meets the definition of a Restrict Party set out in Appendix 8 of Part 1 of this RFP, including the Persons names in the list set out therein.
RFP	Means this Request for Proposal and any Addenda thereto.
RFP process	Means the entirety of the process set out in the RFP for the preparation of and submission of Proposals to VIHA and BC Housing, the evaluation of Proposals by VIHA and BC Housing, the negotiations between Preferred Proponent(s) and VIHA and BC Housing, and the possible execution of Agreements and other related contracts between VIHA and BC Housing and Preferred Proponents.
Services	Has the meaning given to that term in the Residential Care Service Agreement.
Should	A requirement having a significant degree of importance to the objectives of the RFP. The significance will be determined solely by the VIHA.
Site	Has the meaning given to the term in the Project Development Agreement.
Team Member	Means any entity or company comprising part of a Proponent consortium or partnership structure.
Terms and Conditions	Refer to the terms and conditions of the RFP.
VIHA	Means the Vancouver Island Health Authority.

Any terms not defined in Section 6 which are defined in either capital or uncapitalized letters elsewhere in this RFP shall have the same meaning throughout this RFP as set out in that definition.

## Appendix 1 - Proposal Covering Letter and RFP Compliance Table

Please fill out the following RFP Compliance Table, complete this letter and attach these documents on the outside of your proposal envelope.

*Proponent (or lead Team Member)'s name and address*

*Date*

*Closing Location*

Attention: *Cathy Silman*

Subject: Request for Proposals [*name*]

By signing this Proposal Covering Letter, we agree we have read and completed the appropriate box to indicate our Proposal's compliance for each of the mandatory and desired criteria as detailed below. Where additional space was required to explain our response, we have provided the reference page within our Proposal in the space allocated in this RFP Compliance Table.

Comply	Mandatory Criteria
<input type="checkbox"/> Yes <input type="checkbox"/> No	Proposal is in English and delivered by courier to the closing location. The package is properly addressed as defined in the RFP
<input type="checkbox"/> Yes <input type="checkbox"/> No	Ten (10) printed copies of the Proposal, one (1) electronic version on a read-only compact disk and one (1) unbound copy for photocopying.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The proposal must confirm and commit to a September 2008 opening for the proposed capacity at the proposed Facility at the latest.
<input type="checkbox"/> Yes <input type="checkbox"/> No	A Proposal must disclose the identity of and be signed by a duly authorized signing officer of each entity, or company on whose behalf it is submitted. This is in the format of Appendix 1 - Proposal Covering Letter and RFP Compliance Table



<b>Comply</b>	<b>Desirable Criteria</b>
<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>Proposal contents are sequenced as follows:</p> <p>Title Page            Table of Contents – including page numbers            Proposal Covering Letter – (Please use sample provided in Appendix 1)            Response to Evaluation Factors;                Program Delivery                Service Model                Proponent Strength and Experience                Ability to Deliver                Financial Considerations                Program Delivery                Value Added Innovations</p> <p>Templates            Appendices – if applicable</p>
<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>Proponents should complete all required templates in full and without alteration</p>
<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>Proposals should not exceed 25 pages excluding Appendices.</p>
<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>The Proposal should contain a table of contents illustrating the page numbers of all major sections as well as identifying relevant appendices or attachments</p>
<input type="checkbox"/> Base Proposal <input type="checkbox"/> Alternate Proposal <input type="checkbox"/> Attachment indicating grouping of Proposals	<p>Indicate the type of proposals enclosed.</p>

The enclosed Proposal is submitted in response to the above-referenced Request for Proposals.

I, *[name of person]*, state that I am *[position title, director, owner]* of *[name of company or entity]* and that I am authorized to submit this proposal.

*[name of company or entity]* has the authority to bind and make representations for the Proponent and any resultant Agreement.

**(If Proponents are a consortium or Proponent team you must add the following paragraph:)**

*[name of company or entity]* is authorized to submit the enclosed proposal on behalf of the Proponent Team identified below in the Proponent Team List.

Through submission of this Proposal we agree to all of the terms and conditions of the Request for Proposal.

We have carefully read and examined the Request for Proposals and have conducted such other investigations as were prudent and reasonable in preparing the Proposal. We agree to be bound by statements and representations made in this proposal and to any agreement resulting from the Proposal.

**(Add any other information you deem necessary and any applicable information)**

Except as identified in this Proposal, we certify that:

- A) No person either natural, or body corporate, other than the preparers has or will have any interest or share in this Proposal or in the proposed agreements which may be completed between the parties, and
- B) There is no collusion or arrangement between the Proponent and any other Proponents in connection with this Proposal, and
- C) The Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

Except as identified in this proposal, we certify that:

- A) There is not and we will not have any actual or potential conflict of interest between our interests and the interests of VIHA under this RFP process, or any Agreement that may be entered into pursuant to this RFP process, and
- B) We have declared in the Proposal any situation that may in our opinion be a conflict of interest in submitting the Proposal or with the terms, provisions and conditions of the Request for Proposals, and
- C) If such a conflict does exist, VIHA may, at its discretion, withhold consideration of our Proposal, or the award of an Agreement, until the matter is resolved to the satisfaction of VIHA.

We hereby consent to VIHA performing checks with the references listed in the Proposal and with other persons where VIHA deems appropriate. We confirm that our Proposal meets the foregoing requirements and we agree to be bound to them.

Yours truly

\_\_\_\_\_

**Signature (please provide a signature block for each team member if applicable)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Legal name of Proponent: \_\_\_\_\_

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

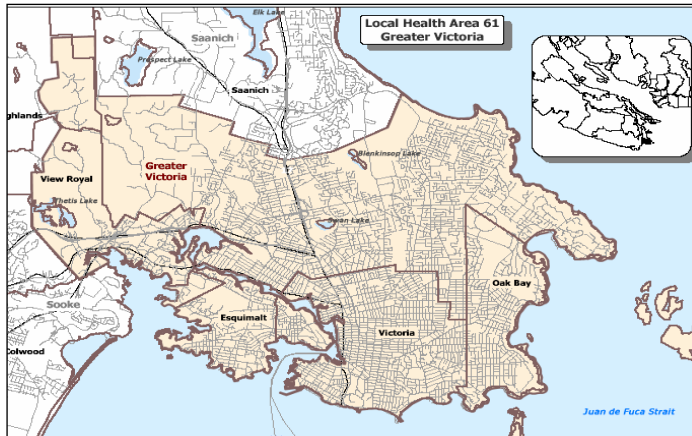
**The Proponent Team consists of:**

Name	Address	Prime Member, Equity Member, or Key Individual

## **Appendix 2 – Area Description and Data**

Appendix 2A through 2H provides an overview of each LHA in which this RFP is asking for new services. It provides background information on demographics; related services required that may form part of the proposal and available VIHA land, if any, for the relevant LHA.

## Appendix 2A – Greater Victoria and Saanich



Maps courtesy of BC Stats



### 1. Demographic Information

#### 2. Community Website:

[www.city.victoria.bc.ca](http://www.city.victoria.bc.ca)

[www.gov.saanich.bc.ca/](http://www.gov.saanich.bc.ca/)

#### 3. Additional service needs in this area

- residential hospice
- specialized housing for brain injury clients

#### 4. VIHA assets that may be available to Proponents

385 Waterfront Crescent, Victoria

Description of land:

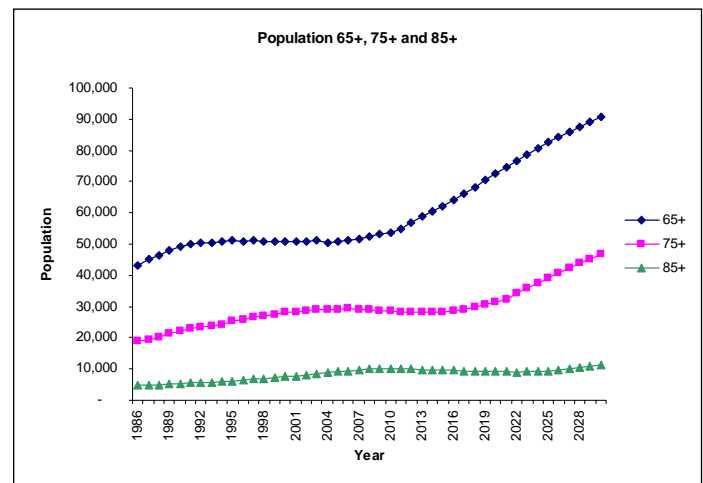
Parcel Identifier 024-980-536

Lot 1, Section 4 and Part of the Bed of the Public Harbour of Victoria,  
 Victoria District Plan VIP 72115

2006 Property Assessment - \$3,386,400

Proponents will be required to adhere to the design and land use guidelines of the Selkirk Waterfront Property.

If interested, please contact the Contact Person to receive an e-mail which includes the lot plan and title search of the property.



## Appendix 2B – Sooke



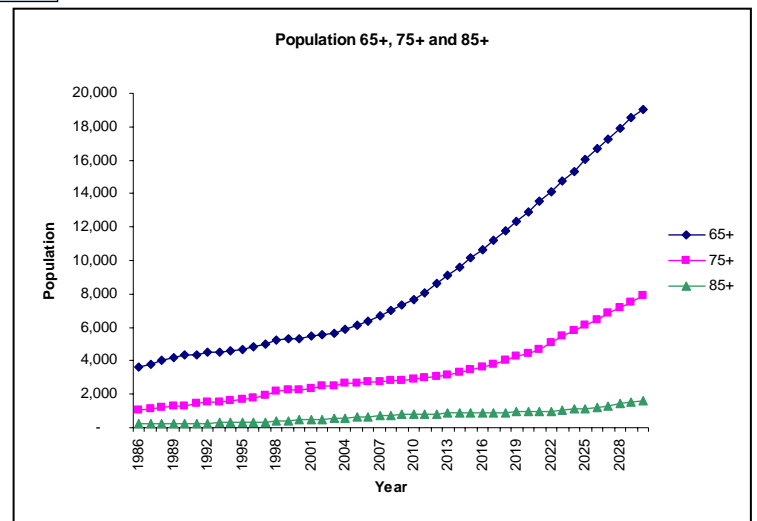
Map courtesy of BC Stats

### 1. Demographic Information

2. Community Website:  
[www.district.sooke.bc.ca](http://www.district.sooke.bc.ca)

### 3. Additional service needs in this area

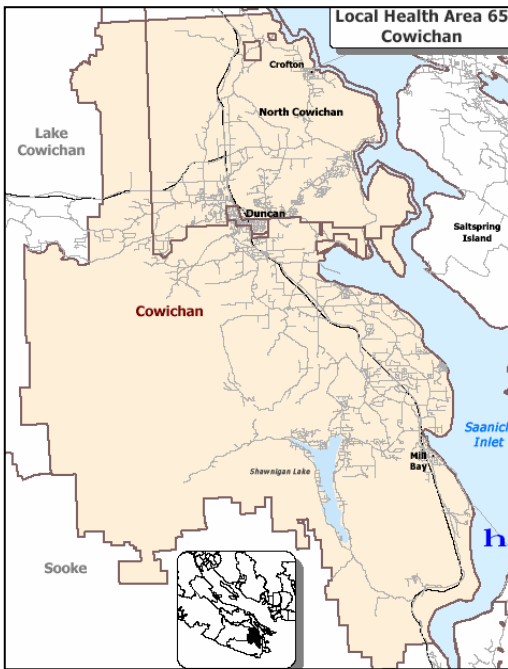
- primary health care partnership including the potential to co-locate with the proposed Facility



### 4. VIHA assets that are available to Proponents

None

## Appendix 2C – Duncan & Cowichan Area



Map courtesy of BC Stats

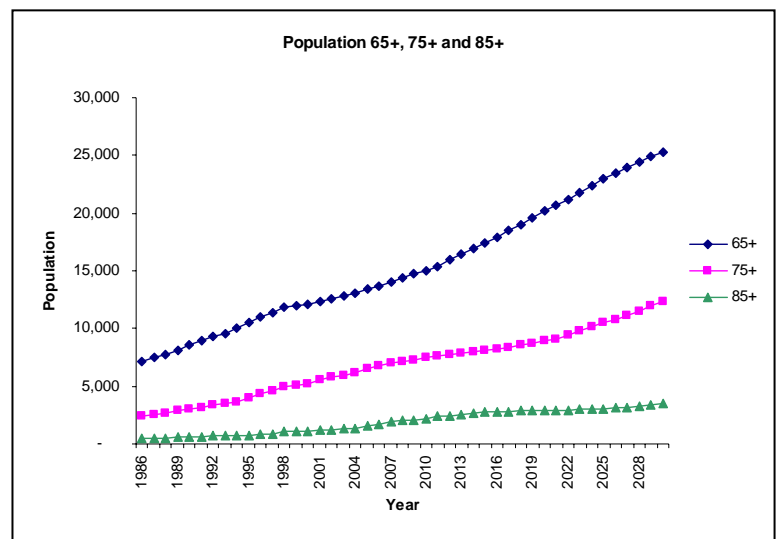
1. Demographic Information
2. Community Website:  
[www.city.duncan.bc.ca](http://www.city.duncan.bc.ca)  
[www.cvr.d.bc.ca](http://www.cvr.d.bc.ca)

### 3. Additional service needs in this area

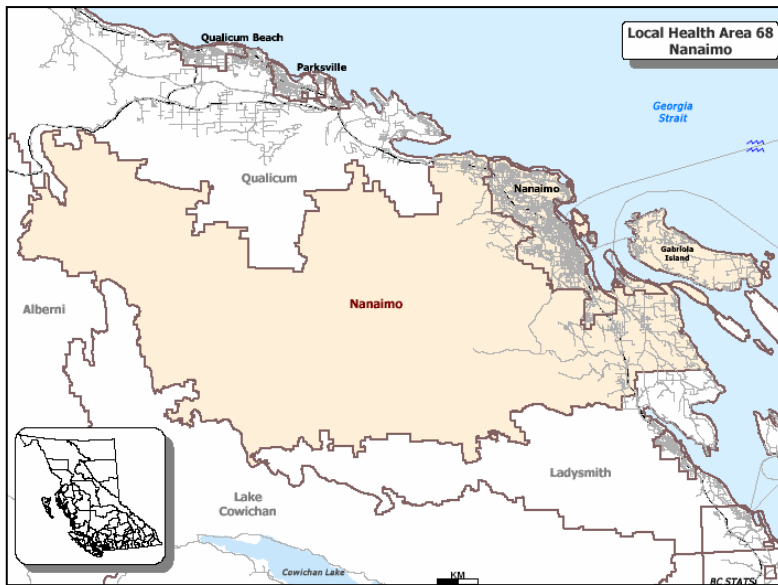
- residential hospice

### 4. VIHA assets that are available to Proponents

None



## APPENDIX 2D – NANAIMO AREA



Map courtesy of BC Stats

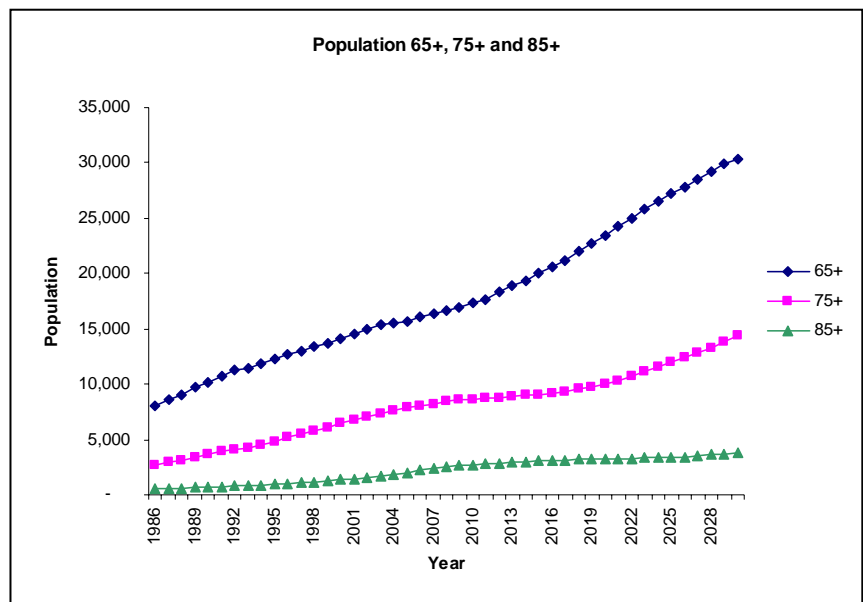
**1. Demographic Information**

**2. Community Website:**

[www.nanaimo.ca](http://www.nanaimo.ca)

**3. Additional service needs in this area**

- residential hospice
- specialized housing for brain injury clients

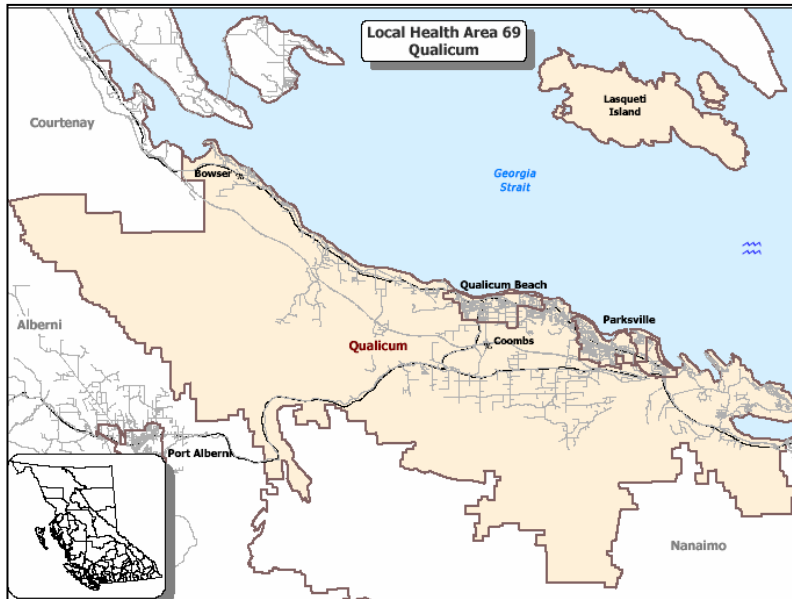


**4. VIHA assets that are available to Proponents**

None

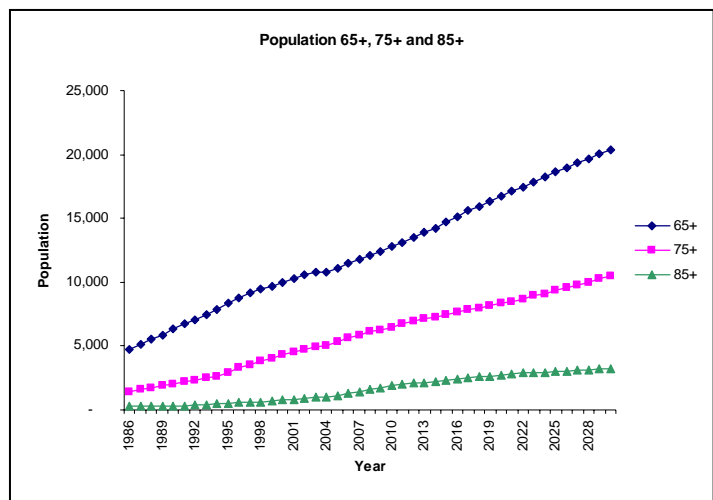


## Appendix 2E – Parksville/Qualicum



Map courtesy of BC Stats

1. Demographic Information
2. Community Website:  
[www.city.parksville.bc.ca](http://www.city.parksville.bc.ca)  
[www.qualicumbeach.com](http://www.qualicumbeach.com)
3. Additional service needs in this area
  - residential hospice
  - primary health care partnership including the potential to co-locate with the Facility

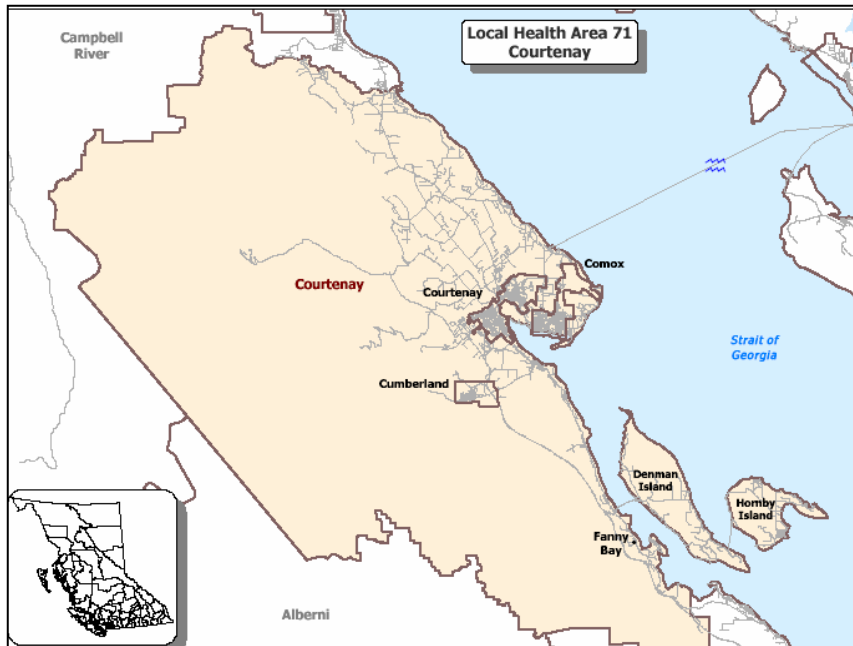


#### 4. VIHA assets that are available to Proponents

250 Craig Street, Parksville  
Description of land:  
Parcel Identifier 024-906-131  
Lot 2, District Lot 13, Nanoose District Plan  
VIP 71491  
2006 Property Assessment \$1,762,000

If interested, please contact the Contact Person to receive an e-mail which includes the lot plan, title search and pictures of the property.

## Appendix 2F – Courtenay/Comox



Map courtesy of BC Stats

### 1. Demographic Information

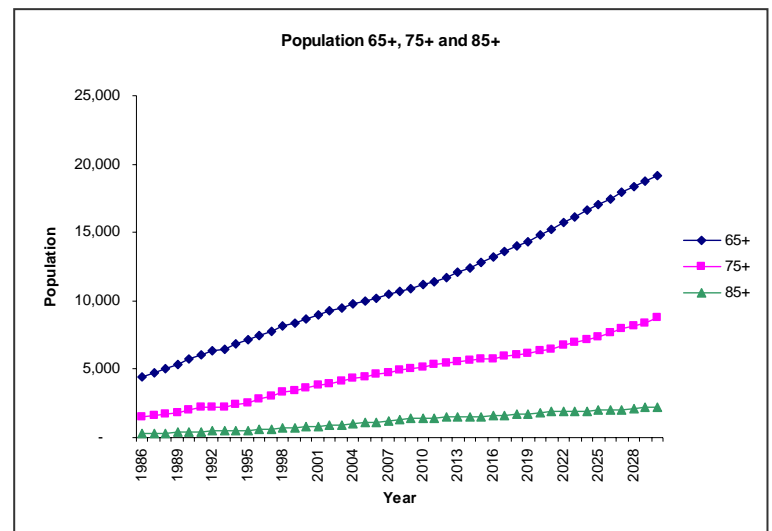
### 2. Community Website:

[www.city.courtenay.bc.ca](http://www.city.courtenay.bc.ca)

[www.town.comox.bc.ca](http://www.town.comox.bc.ca)

### 3. Additional service needs in this area

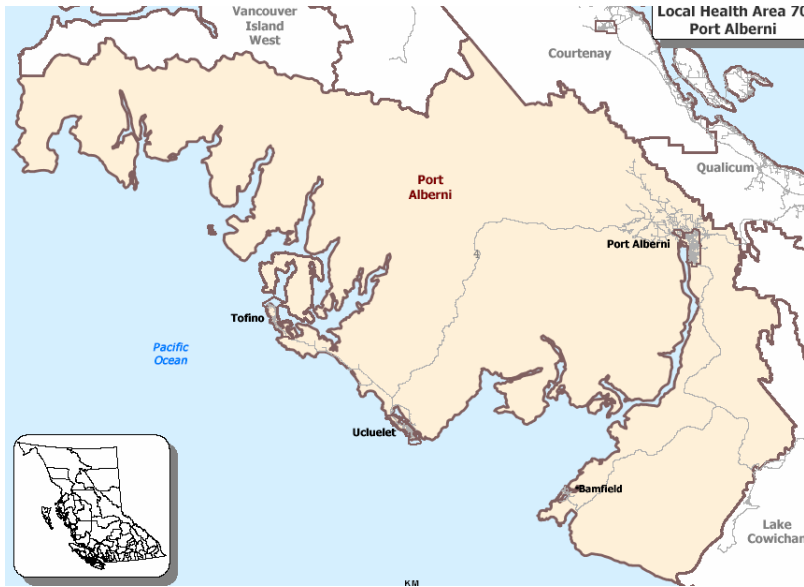
- residential hospice
- Primary health care including the potential to co-locate with the Facility



### 4. VIHA assets that are available to Proponents

None

## Appendix 2G – Port Alberni



Map courtesy of BC Stats

### 1. Demographic Information

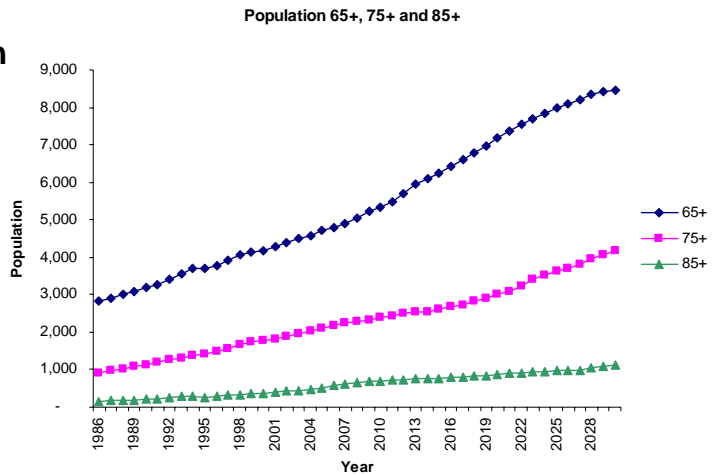
2. Community Website:  
[www.city.port-alberni.bc.ca](http://www.city.port-alberni.bc.ca)

### 3. Additional service needs in this area

- Residential hospice

### 4. VIHA assets that are available to Proponents

None



## Appendix 2H – Campbell River



Map courtesy of BC Stats

### 1. Demographic Information

### 2. Community Website:

[www.dcr.ca](http://www.dcr.ca)

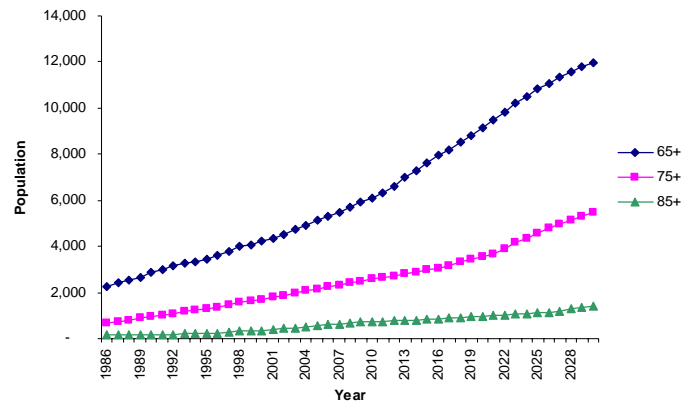
### 3. Additional service needs in this area

- specialized housing for brain injury clients.
- Primary health care including the ability to collocate with the facility

### 4. VIHA assets that are available to Proponents

None

Population 65+, 75+ and 85+



### **Appendix 3 – Project Development Agreement**

To be provide in addenda.

### **Appendix 4 – Residential Care Service Agreement**

Attached as a separate document.

### **Appendix 5 – Assisted Living Agreement**

Attached as a separate document.

## Appendix 6 – Pro Forma Templates [Provided in Excel Format]

The following example has been provided to assist Proponents in demonstrating the information to be provided in the Pro Forma template for the staffing schedule.

Please complete all shaded areas													
<b>Proposal:</b>	Residential Care and Assisted Living Capacity Initiative												
<b>RFP #:</b>	026XYZ - VIHA XCX01												
<b>Proponent Name:</b>													
<b>Proposal #</b>													
STAFFING SCHEDULE													
		VIHA	Private	Total									
Number of beds		100.00	25.00	125.00									
Position	# Staff	Shift Start / End Times							Worked Hours Per Week	Work Week (Hours)	Annual FTE	Worked Hours per day per bed	
		Mon	Tues	Wed	Thurs	Fri	Sat	Sun					
<b>Direct Care Staff &amp; Worked Hours:</b>													
Occupational Therapist	4.00	12:00-13:00	12:00-13:00	12:00-13:00	12:00-13:00	12:00-13:00	12:00-13:00	12:00-13:00	28.00	35.00	3.20	0.13	
Physiotherapist													
Social Worker													
Pharmacist													
Registered Nurse													
Registered Nurse													
Registered Nurse													
LPN													
LPN													
LPN													
Care Aide													
Care Aide													
Rehab Aide													
Activity Aide													
Other (specify)	4.00	12:00-13:00	12:00-13:00	12:00-13:00	12:00-13:00	12:00-13:00	12:00-13:00	12:00-13:00	28.00	35.00	3.20	0.13	
<b>sub-total</b>	<b>8.00</b>								<b>56.00</b>	<b>70.00</b>	<b>6.40</b>	<b>0.26</b>	
<b>Administrative/Indirect Care Staff &amp; Worked Hours:</b>													
Administrator	1.00	12:00-13:00	12:00-13:00	12:00-13:00	12:00-13:00	12:00-13:00	12:00-13:00	12:00-13:00	7.00	35.00	0.20	0.01	
Admin Assistant	2.00	12:00-13:00	12:00-13:00	12:00-13:00	12:00-13:00	12:00-13:00	12:00-13:00	12:00-13:00	14.00	37.50	0.37	0.03	
Receptionist													
Director of Care													
Dietary													
Dietician													
Housekeeping													
Laundry													
Maintenance													
Other (specify)	2.00	12:00-13:00	12:00-13:00	12:00-13:00	12:00-13:00	12:00-13:00	12:00-13:00	12:00-13:00	14.00	35.00	0.40	0.03	
<b>sub-total</b>	<b>5.00</b>								<b>35.00</b>	<b>107.50</b>	<b>0.97</b>	<b>0.07</b>	
<b>Total</b>	<b>13.00</b>										<b>7.37</b>	<b>0.33</b>	



Proponent to complete all shaded areas

**Proposal:** Residential Care and Assisted Living Capacity Initiative  
**Proponent Name:**   
**Proposal #**

<b>Capital Cost - Project Cost</b>				
	VIHA Beds	Private Beds	Total Beds	
<b>Number of Beds Constructed:</b>				<b>Comments/Assumptions</b>
	<b>VIHA Beds</b>	<b>Private Beds</b>	<b>Total Beds</b>	
<b>1.0 Land Costs</b>				
Land				
Other (please describe)				
Subtotal Land				
<b>2.0 Planning Costs</b>				
Functional Programming Fees				
Cost Consulting Fees				
Disbursements (describe)				
Other (please describe)				
Subtotal Planning				
<b>3.0 Construction</b>				
Base Contract				
Construction Management Fee				
Other (please describe)				
Contingencies:				
Design & Pricing (@ %)				
Construction (@ %)				
Subtotal Construction				
<b>4.0 Design and Construction Fees/Disbursements</b>				
Professional services (architect, engineer)				
Insurance				
Disbursements (describe)				
Other (please describe)				
Subtotal Fees/Disbursements				
<b>5.0 Furnishing &amp; Equipment</b>				
Furnishings				please include life expectancy
Kitchen Equipment				please include life expectancy
Overhead Lifts				please include life expectancy
Medical Equipment				please include life expectancy
Other (please describe)				please include life expectancy
Subtotal Furnishings and Equipment				
<b>6.0 Project Administration and Financing</b>				
Project Management				
Financing				
Subtotal Project Administration				
<b>7.0 Escalation Allowance</b>				
Inflation Costs (@ %)				Assumes tender date of XXX
Other (please describe)				
Subtotal Inflation Costs				
<b>Subtotal</b>	<b>VIHA Beds</b>	<b>Private Beds</b>		
add GST				
<b>Total Capitalized Costs of Project</b>				
<b>Capital Costs per VIHA bed constructed</b>				#DIV/0!
<b>Capital Costs per private bed constructed</b>				#DIV/0!



Proponent to complete all shaded areas  
**Proposal:** Residential Care and Assisted Living Capacity Initiative  
**Proponent Name:**   
**Proposal #**

Budget Analysis						
		General	VIHA	Private	Per Bed	Please provide comments/assumptions
Units	Beds					
	Annual Operating Budget					
	Total Capital Budget					
	Annual Direct Care Hours (see staffing schedule)					
	Building Life Expectancy					
Square Metres	Overall Facility					
	Average Tub/Spa Room					
	Average Single Bedroom/Ensuite					
	Average Double Bedroom/Ensuite					
	Total Dining Rooms					
Debt Service	Amount Financed					
	Finance Rate					
	Finance Period					
	Annual Debt Service Costs					
	Debt Service Cost per Square Metre					
	Cost per Resident Day					
	Cost per Resident Month					
Room Numbers	Dining Rooms					
	Medical Treatment Areas					
	Tub/Spa Room					
	Clean Utility Rooms					
	Dirty Utility Rooms					
	Linen Supply rooms					
	Wheelchair/chair/cart Storage Rooms					
Calculated Field	Daily Direct Care Hours per Client		0.26			
	Operating Per Diem		#DIV/0!			
	Cost per Square Metre		#DIV/0!			
	Dining Rooms per Resident		#DIV/0!			
	Medical Treatment Areas per Resident		#DIV/0!			
	Tub/Spa Room per Resident		#DIV/0!			
	Clean Utility Rooms per Resident		#DIV/0!			
	Dirty Utility Rooms per Resident		#DIV/0!			
	Linen Supply Rooms per Resident		#DIV/0!			
	Wheelchair/chair/cart Storage Rooms per Resider		#DIV/0!			

## **Appendix 7 – Specialized Sub-Populations of Residential Care**

### **1. Frail Elderly Clients Requiring Complex Care**

These are clients whose care needs necessitate 24-hour professional support. Clients could have end-stage disease, significant physical challenges and/or multiple complex health problems. This grouping includes clients with medical needs that could include ventilator use, tube feeding, IV therapy, and dialysis. Appropriate care for these residents supports “aging in place” and minimizes the frequency of hospitalization

### **2. Younger Clients with Complex Health Issues**

This population represents a small but unique and diverse group of individuals within Residential Care. These clients have complex health needs arising out of chronic complex conditions such as Multiple Sclerosis, ALS and Acquired Brain Injury. Some of these individuals may have challenging behaviours. Supports and services need to be age appropriate and provided by staff with expertise relevant to the population. Services will be client centred and holistic. Resources will focus on the physical social and psychological health of the clients and have a psychosocial behavioural approach.

### **3. Complex Care Clients Who Have Dementia**

Dementia clients require a supportive environment which provides low stimulation and maximizes their abilities. These are clients living with dementia who require housing and care, have moderate to severe dementia, and require daily assistance and supervision but not daily nursing care. Clients may display behaviours that are difficult to manage. All VIHA resident care facilities will to accommodate clients with dementia.

Dementia care is for clients whose needs are greater than can be met in Assisted Living and who qualify for admission to Complex Care but whose functioning would be maximized in home-like environments, with design elements specific to clients with dementia, which extend their abilities and compensates for their cognitive deficits.

## **Appendix 8 – RFP General Terms and Conditions**

### **1 Permitted Proponents**

Any interested Person, may submit a Proposal in response to this RFP.

### **2 General Interpretation**

The captions and headings contained in this RFP are for convenience only and do not form part of this RFP and in no way define, limit, alter or enlarge the scope, meaning or intent of any provisions of this RFP. The appendices referred to in this RFP form an integral part of this RFP. The Terms and Conditions of this RFP are set out in Sections 3 to 5 and Appendix 8 of Part I of this RFP. Sections 1 and 2 contain background and introductory information relevant to this RFP. Except where expressly indicated otherwise in Sections 3 to 6, the background and introductory information in Sections 1 and 2 does not form part of the Terms and Conditions of this RFP and does not define, limit, alter, or enlarge the scope, meaning or intent of any of the Terms and Conditions of this RFP.

In this Agreement, the words “including” and “includes”, when following any general term or statement, are not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement as if such words read “including but not limited to”, “includes but is not limited to”, “including without limitation”, or “includes without limitation” as applicable.

In this Agreement the words “discretion”, “sole discretion” or “sole and absolute discretion” or similar wording with respect to VIHA and BC Housing’s or VIHA and BC Housing’s decision making bodies decision making process shall be interpreted as providing VIHA and BC Housing with the right to make the decision in question in the absolute and sole discretion of VIHA and BC Housing or decision making bodies acting in whatever manner VIHA and BC Housing deems fit and in what VIHA and BC Housing determine to be in the own best interests of VIHA and BC Housing.

The Terms and Conditions are to be interpreted in as complimentary, and in the event of any conflict or inconsistency between them, the interpretation most favourable to VIHA and BC Housing shall apply.

### **3 RFP Documents Errors and Omissions**

It is a Proponent’s responsibility during the preparation of its Proposal to use its best efforts to determine whether there are any errors or omissions in this RFP including its Appendices or any inconsistency or conflicts among or between the terms and conditions of the RFP (“Errors or Omissions”). If a Proponent believes it has noticed any Errors or Omissions, the Proponent shall forthwith inform the Contact Person of such Errors and Omissions in writing delivered by courier, fax or e-mail.

If prior to the Closing Date and Time, VIHA and BC Housing determines, on the basis of notification from a Proponent or otherwise, that there are any Errors or Omissions VIHA and BC Housing may, in its sole discretion, take whatever steps are necessary in VIHA and BC Housing's opinion to deal with the situation including, without limitation:

1. posting an Addendum setting out the appropriate clarification or amendment to the RFP Documents;
2. extending the Closing Date and Time by an Addendum to this RFP.

If prior to the Closing Date and Time VIHA and BC Housing determines, on the basis of notification from a Proponent or otherwise, that there are Errors or Omissions but for whatever reason VIHA and BC Housing in its sole discretion decides not to post an Addendum or Addenda to address this situation, or alternatively if VIHA and BC Housing makes such a determination on or after the Closing Date and Time, then VIHA and BC Housing may in its sole discretion take whatever steps are necessary in VIHA and BC Housing's opinion to deal with the situation including without limitation:

1. exercising its right of cancellation and possible re-issuance of this RFP process;
2. following the submission and/or opening of Proposals, notifying Proponents who have submitted Proposals of the Errors or Omissions and the correction thereof, and obtaining revised Proposals from them prior to VIHA and BC Housing's evaluation of the Proposals; and/or
3. negotiating changes or modifications to the terms of the Agreements forming part of this RFP or any Ancillary Purchase and Sale/Lease Agreements with a Preferred Proponent prior to execution of Agreements to correct the Errors or Omissions on such terms and conditions as may be agreed upon between VIHA and BC Housing and the Preferred Proponent.

#### **4 General Provisions concerning Delivery of Documents and Communications with VIHA and BC Housing by Fax and Email**

The following provisions shall apply to any communications with VIHA and BC Housing or the delivery of documents to VIHA and BC Housing by fax or email where such fax or email communications or delivery are permitted by the terms of this RFP:

1. VIHA and BC Housing does not assume any risk or responsibility or liability whatsoever to any Proponent:
  - a. for ensuring that any facsimile transmission equipment or electronic email system being operated for VIHA and BC Housing or Partnerships BC is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received including without limitation withdrawals or amendments of Proposals; and/or
  - b. if a permitted fax or email communication or delivery is not received by VIHA and BC Housing or Partnerships BC, or received in less than its entirety, within any time limit specified by this RFP.

2. all permitted fax or email communications with or delivery of documents to VIHA and BC Housing or Partnerships BC will be deemed as having been received by VIHA and BC Housing on the dates and times indicated on VIHA and BC Housing's or Partnerships BC's, as the case may be, facsimile transmission equipment or electronic equipment.

## **5 Interview of Proponent**

VIHA and BC Housing reserves the right to have all Proponents attend an interview with the Evaluation Committee during the evaluation process. The purpose of the interview is to receive an oral presentation from each Proponent to clarify the information contained in its Proposal. A written submission of the presentation shall be submitted to the Evaluation Committee at the end of the interview. Proponents will be given at least five business days notice to prepare for any said interview.

In the event of an interview, the Evaluation Committee may, but is not obligated to, utilize the information provided by the Proponent in the evaluation of its Proposal.

## **6 Right to Verify and Conduct Background Investigations**

VIHA and BC Housing reserves the right in its sole discretion to verify any and all information regarding a Proponent whether contained in the Proposal or not, and to conduct any background investigations including criminal record investigations, credit enquiries, litigation searches, bankruptcy registrations, taxpayer information investigations and any other investigations that it considers necessary. By submitting a Proposal, a Proponent authorizes VIHA and BC Housing to conduct such searches, enquiries, and investigations regarding the Proponent, Proponent Team Members, their respective directors, officers, or Key Individuals as VIHA and BC Housing may in its sole discretion deem necessary.

## **7 Clarification of Proposal**

A Proposal, or any amendment(s) thereto, containing in the opinion of VIHA and BC Housing in its sole discretion an alteration, qualification, omission, inaccuracy, or misstatement or which for any other reason does not comply with the requirements of this RFP, may or may not be rejected in the sole discretion of VIHA and BC Housing. Alternatively, VIHA may in its sole discretion waive the alteration, qualification, omission, inaccuracy, or misstatement.

Following the opening of Proposals, VIHA and BC Housing reserves the right in its sole discretion to contact any Proponent for the purpose of obtaining additional written information with respect to any part of that Proponent's Proposal:

1. which in the sole discretion of VIHA and BC Housing requires clarification or more complete information, or
2. which in the opinion of VIHA and BC Housing contain an alteration, qualification, omission, inaccuracy or misstatement or which for any other reason does not comply with the requirements of this RFP.

Following the receipt of such additional information, VIHA and BC Housing shall in its sole discretion be entitled to either apply or to refuse to apply such additional information in whole or in part in its review and evaluation of any such Proposal.

## **8 Reference Checks**

To assist in evaluation of the Proposals, and in determining their suitability, acceptability, and credibility, VIHA and BC Housing may, in its sole discretion:

1. Conduct reference checks with any or all of the references cited in a Proposal;
2. Rely on and consider any information from such cited references, and/or
3. Take into consideration information from other sources and seek clarification from the Proponents on such information.

If an experience, capacity or other information contained in a Proposal is not verified to VIHA and BC Housing's satisfaction through such reference checks, VIHA and BC Housing is not obliged to consider such cited experience, capacity or other information.

## **9 Proponents' Expenses**

Proponents are solely responsible for their own costs and expenses in preparing, or presenting their Proposal and for subsequent negotiations with VIHA and BC Housing, if any. VIHA and BC Housing is not liable to pay such costs and expenses or to reimburse or to compensate a Proponent for same under any circumstances.

## **10 Completeness of Proposal**

A Proponent's Proposal must contain all the components necessary to satisfy the Proponent's obligations if it executes a Project Development Agreement, Residential Care Service Agreement, and/or Assisted Living Agreement for the Facility identified in the Proposal, as well as any Ancillary Purchase and Sale/Lease Agreements.

## **11 Relationship Disclosure and Review Process**

### **11.1 No Use or Inclusion of Restricted Parties**

VIHA and BC Housing may, in its sole and absolute discretion, Disqualify a Proponent that uses in any manner, or who includes in its Proposal preparation, a Restricted Party. The onus is on the Proponents to ensure that they do not use or include any Restricted Party.

A Restricted Party:

1. is not eligible to advise any Proponents with respect to their participation in the Competitive Selection Process; and
2. must not participate as an employee, advisor, consultant or member of any Proponent or Team Member.

## 11.2 Restricted Parties

A Restricted Party is a Person whose involvement in the RFP process would give rise to either an actual conflict of interest or an actual unfair competitive advantage. The existence of an actual conflict of interest occurs where a person owes a duty of good faith to two opposing parties, and is unable to act fairly as a result. An actual unfair competitive advantage will be determined on the specific facts of each situation, and may include one or more of the following circumstances:

1. Possession of material, non-public information regarding some aspect of the RFP process or the Projects and/or Facilities that successful Proponent(s) would be required to develop and/or operate as a result of such process;
2. Possession of material, non-public information that is subsequently disclosed, in advance of disclosure to other competitors, where the prior possession of the information provides an unfair competitive advantage; and/or
3. A clear opportunity, through previous or current relationships, to influence a material aspect of the RFP process, including the design of the RFP process, the evaluation criteria set out in the RFP, the evaluation of Proposals, and the award of Agreements.

For this RFP, VIHA and BC Housing has identified the following Persons as Restricted Parties because of their direct and recent or current involvement in the RFP, or the designing, planning and implementation of the RFP process:

1. BC Housing
2. Capital City Purchasing Services Inc.
3. Cook Roberts - Lawyers
4. Deloitte and Touche
5. Partnerships BC

This is not an exhaustive list of Restricted Parties. Additional Persons may be added to or deleted from the list at any stage of the RFP process through an Addendum. Neither VIHA and BC Housing nor any of its employees, advisors or representatives is liable to any Proponent for any claims, whether for preparation costs of the RFP, loss of anticipated profit, loss of opportunity or any other matter whatsoever, for any use or reliance on this list, or use or inclusion of Restricted Parties in any submission for the RFP process.

## 11.3 Conflict of Interest Adjudicator

VIHA and BC Housing has appointed a Conflict of Interest Adjudicator (COI Adjudicator) to make decisions on conflicts of interest or unfair competitive advantages, including whether any Person is a Restricted Party. The decision of the COI Adjudicator on any conflict of interest or unfair advantage issue, whether in response to a request for an advance ruling or a request by VIHA and BC Housing at any stage of the evaluation process, is final and binding on the Person requesting the ruling, all Proponents, Proponent Team Members and VIHA and BC Housing. Neither VIHA and BC Housing nor the COI Adjudicator shall have any responsibility or incur any liability

whatsoever to any Proponent, including a Proponent selected as a Preferred Proponent, or other Person in any manner in connection with the determination of whether a Person is a Restricted Party or not including any liability, damages, or claims in contract, tort or otherwise for without limitation, the costs of preparing Proposals, lost profit, lost overhead, or loss of business opportunities.

## **11.4 Request for Advance Rulings**

A Proponent or a prospective Proponent Team Member who has any concerns regarding whether a Person is or may be a Restricted Party, is encouraged to request an advance ruling in accordance with this section to avoid the Proponent's potential Disqualification.

To request an advance ruling of whether a Person is a Restricted Party, a Proponent or prospective Proponent Team Member should submit to the Contact Person, not less than ten days prior to the Closing Date and Time by hand, courier delivery or facsimile, the following information:

1. the names and contact information of the Proponent and the Person for which the advance ruling is requested;
2. a description of the relationship that raises the possibility or perception of a conflict of interest or unfair competitive advantage;
3. a description of the steps taken to date and future steps proposed to be taken to mitigate the conflict of interest or unfair competitive advantage; and
4. copies of any relevant documentation.

The request for an advance ruling will then be considered by the COI Adjudicator.

Proponents and prospective Proponent Team Members agree that by submitting a request for an advance ruling, the advance ruling provided by the COI Adjudicator will be final and binding on all Persons participating or interested in participating in this RFP process, including all Proponents, Proponent Team Members and VIHA and BC Housing. Neither VIHA and BC Housing nor the COI Adjudicator guarantees the timely provision of an advance ruling.

All requests for advance rulings will be treated in confidence. If a Proponent or prospective Proponent Team Member or advisor becomes a Restricted Party, it may be listed in an Addendum as a Restricted Party.

## **11.5 VIHA and BC Housing May Request Advance Rulings**

VIHA and BC Housing may also independently ask for advance rulings where it identifies Persons who may be Restricted Parties. VIHA and BC Housing will, if it seeks an advance ruling, provide the COI Adjudicator with relevant information in its possession about the participation of the Person in the RFP process and the circumstances that may render such Person a Restricted Party. VIHA and BC Housing will give notice to the possible Restricted Party so that it can also make a submission to the COI Adjudicator.



## 12 Exclusivity

Prime Members, Key Individuals and Equity Members as defined in Section 6, can only participate as Members of one Proponent Team.

## 13 No Collusion Between Proponents

By responding to this RFP, a Proponent is attesting and agrees that:

1. the contents of its Proposal has been arrived at independently from those of any other Proponent;
2. the contents of its Proposal will not knowingly be disclosed directly or indirectly by the Proponent to any other Proponent or competitor prior to the execution of the Agreements and any Ancillary Purchase and Sale/Lease Agreements for each of the LHAs for which Proposals are being sought as a result of this RFP process; and
3. no attempt has been made, nor will be made, to induce any other Proponent to submit, or not to submit, a Proposal in response to this RFP for the purpose of restricting competition.

Without limiting any rights or remedies VIHA and BC Housing may otherwise have against a Proponent as a result of non-compliance with the requirements of this Section, such non-compliance may result in the rejection of the Proponent's Proposal at VIHA and BC Housing's sole discretion.

## 14 No Lobbying

Proponents will not engage in any form of political or other lobbying whatsoever with respect to this RFP process, or otherwise attempt to influence the outcome of the RFP process. In the event of any such lobbying or communications, VIHA and BC Housing, at its sole discretion, may at any time, but not be required to, reject any Proposal by that Proponent without further consideration, and either terminate that Proponent's right to continue participating in the RFP Process, or impose such conditions on that Proponent's continued participation in the procurement stage as VIHA and BC Housing, at its sole discretion, may consider in the public interest or otherwise appropriate.

## 15 Notification of Success

A written notice to the Proponent Representative, as identified in completed **Appendix 1 – Proposal Covering Letter and RFP Compliance Table**, is the only valid form of notification of success in this RFP process. Upon the execution of such notice, VIHA and BC Housing and the Preferred Proponent(s) will proceed into the Negotiation Phase.

## 16 Debriefing

Debriefing arrangements will be made for Proponents upon request. During such debriefing, confidential information will not be disclosed, and only the relative strengths and weaknesses of that Proponent's Proposal will be disclosed and discussed. Requests for debriefing can be made only after notification has been issued. VIHA and BC Housing and Partnerships BC will make best efforts to schedule a debriefing session within thirty days of the receipt of a request.

## 17 Advertising

The award of Agreements to a successful Proponent shall not permit that Proponent to advertise its relationship with VIHA and BC Housing without VIHA and BC Housing's prior written authorization.

## 18 Disclosure and Transparency

1. VIHA and BC Housing is committed to an open and transparent Competitive Selection Process. To assist VIHA and BC Housing in meeting this commitment, Proponents will cooperate and extend all reasonable accommodation to this endeavor.
2. To ensure that all public information generated about this Project is fair and accurate and will not inadvertently or otherwise influence the outcome of the Project RFP process, all public information generated in relation to this Project, including communications with the media and the public, must be coordinated with, and is subject to prior approval of VIHA and BC Housing.
3. Proponents will notify VIHA and BC Housing of questions for information or interview from the media.

Proponents will ensure all of the Proponent Team Members and others associated with the Proponent also comply with these requirements.

## 19 Licences, etc.

Neither the award of Agreements nor the execution of Agreements pursuant to this RFP process shall constitute the issuance of any approvals, permits, consents, approvals or licences required by the Proponent from VIHA and BC Housing, any other government or governmental authority, or private party to carry out the Proponents' obligations under the Agreements. The Proponent accepts the risk that it will not be able to obtain any such approvals, permits, consents, approvals or licenses.

## 20 Ownership of Proposals

All Proposals and documents and records submitted by a Proponent to VIHA and BC Housing as a result of this RFP process become the property of VIHA and BC Housing.

## 21 The Freedom of Information and Protection of Privacy Act

All documents and other records in the custody of or under the control of either or both of Partnerships BC and VIHA and BC Housing are subject to the *Freedom of Information and Protection of Privacy Act*.

Subject to the requirements of the *Freedom of Information and Protection of Privacy Act*, all Proposals and other documents and records submitted by a Proponent in connection with this RFP will be considered confidential.

The *Freedom of Information and Protection of Privacy Act* can be accessed as follows:  
[www.qp.gov.bc.ca/statreg/stat/F/96165\\_01.htm](http://www.qp.gov.bc.ca/statreg/stat/F/96165_01.htm).

## **22 Confidentiality of Information Pertaining to VIHA and BC Housing**

Information pertaining to VIHA and BC Housing obtained by a Proponent as a result of participation in this RFP is confidential and must not be disclosed or made available to any other person whether directly or indirectly without prior written authorization from VIHA and BC Housing. Such information includes without limitation, all information, whether in written or oral form, which a Preferred Proponent may obtain from VIHA and BC Housing as a result of or during the course of any negotiations with VIHA and BC Housing during the Negotiation Phase.

## **23 Proposal Validity**

Proposals will be open for acceptance for at least 120 days after the Closing Date and Time.

## **24 Revocability of Proposals**

Although VIHA and BC Housing expects that every Proponent will be committed to executing Agreements with VIHA and BC Housing if designated as a Preferred Proponent under this RFP process, a Proponent may amend or withdraw its Proposal prior to the Closing Date and Time.

## **25 No Obligation to Award Agreement**

Notwithstanding any other provisions in this RFP, VIHA and BC Housing is not under any obligation to award and/or execute an Agreement or Ancillary Purchase and Sale/Lease Agreements as a result of this RFP process with any Proponent regardless of the ranking of the Proposal submitted by that Proponent relative to other Proposals and whether or not the Proponent has been designated a Preferred Proponent with respect to a particular LHA. For greater certainty, but not so as to restrict the generality of the foregoing:

1. if VIHA and BC Housing received a Proposal for a particular LHA from only one Proponent in response to this RFP, VIHA and BC Housing reserves the right in its sole discretion to reject that Proposal without evaluating it or alternatively to review and evaluate the Proposal and then either reject same or declare the Proponent a Preferred Proponent for the purposes of this RFP; and
2. VIHA and BC Housing has the sole discretion to decide for any reason at any time during this RFP process to cancel this RFP process for all or any of the particular LHA's involved in this RFP process, and to then re-issue or not re-issue this RFP process for all or any of those LHA's.
3. VIHA and BC Housing has the sole discretion to award at any time during this RFP process any and all of the base case Complex Care beds and/or Assisted Living units for

all or any of the particular LHA's involved in this RFP process by direct negotiation with a party or parties outside of this RFP process.

## **26 Non-Warranty of RFP Information**

VIHA and BC Housing has used reasonable efforts to ensure an accurate representation of the information in this RFP and in any other communications from VIHA and BC Housing concerning this RFP. However, such information is not guaranteed, represented or warranted by VIHA and BC Housing to be complete, comprehensive, or exhaustive and shall not be considered or treated as such by a Proponent. Proposals must be prepared and submitted solely on the basis of information independently obtained and verified by the Proponent and the Proponent's independent investigations, examinations, knowledge, analysis, interpretation, information and judgment, rather than in reliance on information provided in this RFP or other VIHA communications concerning this RFP or on the Proponent's analysis or interpretation of such information. Nothing in this RFP shall relieve Proponents from undertaking their own investigations and examinations and developing their own analysis, interpretations, opinions and conclusions with respect to the matters addressed in this RFP in the preparation and submission of their Proposals.

VIHA and BC Housing shall have no responsibility or incur any liability whatsoever to any Proponent, including a Proponent designated as a Preferred Proponent, as a result of any information, statements, representations or conclusions in this RFP, including any liability, damages, or claims in contract, tort, or otherwise, for without limitation, the costs of preparing Proposals, lost profit, lost overhead, or loss of business opportunities.

## **27 Scope of References in Exclusion Clauses to VIHA and BC Housing and Proponent**

All references in the exclusion clauses of this Appendix to VIHA and BC Housing shall be deemed to include VIHA and BC Housing, Partnerships BC, British Columbia Housing Management Commission, all LHAs involved in this RFP process, and their respective Board Members, servants, directors, officers, agents, representatives, advisers, contractors and employees, as well as the Evaluation Committee and its members.

All references in the said exclusion clauses to "Proponent" shall be deemed to include all of the Project Team Members with respect to a particular Proposal, and their respective servants, directors, officers, agents, representatives, advisers, contractors and employees.

## **28 Arbitration**

At the option of VIHA and BC Housing, any dispute or claim arising out of or in connection with this RFP process shall be referred to and finally resolved by arbitration by the British Columbia International Commercial Arbitration Centre pursuant to the *Commercial Arbitration Act*, R.S.B.C. 1996, Chapter 55. In such case, the place of arbitration shall be Victoria, or Vancouver, British Columbia at VIHA and BC Housing's option.

## **29 Applicable Law and Jurisdiction of British Columbia Courts**

This RFP is governed exclusively by and is to be enforced, construed and interpreted exclusively in accordance with the laws of British Columbia and the laws of Canada applicable to British Columbia which shall be deemed to be the proper law of this RFP without regard to conflict of laws requirements. Subject to the arbitration provisions of Section 27, all Proponents shall be deemed to have irrevocably attorned to the exclusive jurisdiction of the Court of British Columbia with respect to any disputes, claims and legal proceedings arising in any way out of this RFP process.

### **30 Fairness Advisor**

VIHA and BC Housing has appointed a Fairness Advisor with responsibility to review the evaluation process undertaken by the Evaluation Committee, and to review VIHA and BC Housing's selection of the Preferred Proponent(s). The Fairness Advisor will provide a written report to VIHA and BC Housing.

The Fairness Advisor will be:

1. provided full access to all documents and information related to the evaluation processes under this RFP which the Fairness Advisor decides is required; and
2. kept fully informed by VIHA and BC Housing of all documents and activities associated with this RFP process.

The Fairness Advisor will provide a written report to VIHA and BC Housing with respect to the evaluation process within a particular LHA, prior to VIHA and BC Housing's decision making bodies' determination of the Preferred Proponent(s) for that LHA. VIHA's and BC Housing's decision making bodies shall be entitled, at their sole discretion, to take the report into consideration as they deem fit in their determination of the Preferred Proponent(s) for that particular LHA.