



## **Request for Pre-Qualifications**

**For**

**Eligibility to Provide Housing Benefits through the  
Canada - British Columbia Housing Benefit Program**

**Across the Province of BC**

**RFPQ No:** 1070-2223-137

**Issued:** October 21, 2022

**Submission Deadline:** December 16, 2022 @ 2:00 p.m. PT

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## 1. Introduction

### 1.1. Invitation to Respondents

This Request for Pre-qualification (RFPQ) is an invitation by the BC Housing Management Commission (BC Housing) to prospective Non-Profit Societies or Service Organizations to submit proposals to be prequalified for eligibility to administer and deliver Housing Benefits across the province of British Columbia through the **Canada - British Columbia Housing Benefit (CBCHB) Program**, as further described in **Part 2 - The Deliverables** and in the Draft Sample Service Agreement attached as **Appendix A**.

This RFPQ is seeking eligible proponents to administer the Housing Benefits. It is expected that eligible proponents will be non-profit community providers whose current mandate and purpose is to serve vulnerable populations. Proponents can include Indigenous and non-profit societies, non-profit cooperative associations, municipal housing authorities, and Nations.

The intent of this RFPQ is to create a Source List of eligible Proponents across all regions and communities within the Province of British Columbia. The required services are described in **Part 2 The Deliverables** and in the Draft Sample Canada-British Columbia Housing Benefit Agreement attached as **Appendix A**.

For the purposes of this prequalification process, the “BC Housing Contact” is

- **John Wu**
- [Jowu@bchousing.org](mailto:Jowu@bchousing.org)

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

**Note to Applicants:** CBCHB is intended for individuals who can live independently in the private market without supports. However, BC Housing intends to bring forward a separate RFP for the new Supported Rent Supplement Program (SRSP), announced in Budget 2022 as part of the Province’s provincial homelessness strategy later in October 2022. That program will layer non-clinical supports, provided by Non-Profit Societies or Service Organizations, to allow a portion of the CBCHB to be allocated to individuals who do require supports. The SRSP aims to provide services to households in alignment with the draft principles of the Joint Provincial Framework (JPF) and Integrated Support Framework (ISF). Services may be provided to individuals in their home, in group settings or through referrals to other providers. Clinical supports (administered by provincial Health Authorities and subject to separate procurement processes) are also available. Respondents should only submit under this procurement process if they are interested in CBCHB without supports. Proponents who are interested in both CBCHB without supports and CBCHB with SRSP are invited to submit under both procurement opportunities. Please refer to following table for application instruction.

<b>Proponent wants to:</b>	<b>Respond to RFPQ</b>	<b>Respond to RFP</b>
Deliver Housing Benefits AND Support Services in SRSP identified communities.	No	Yes
Deliver Housing Benefits only – not looking to provide Supports or operate in a community where SRSP is not being offered.	Yes	No
Delivery Housing Benefits both with and without Support Services	Yes	Yes*

\*Note: In this instance we will look at options for proponent to reuse or resubmit some of the information from the RFPQ to streamline the process and minimize duplication of effort.

### **1.2. Introduction to BC Housing Management Commission (BC Housing)**

BC Housing was established as an agency of the Province of British Columbia in 1967 to manage provincial and federal-provincial housing and property. In all its programs and activities, it is accountable to the provincial ministry responsible for housing.

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

When British Columbia Housing Management Commission enters into an agreement on its own behalf it is also acting as agent for the Provincial Rental Housing Corporation. All terms and conditions of an agreement are for the benefit of both the British Columbia Housing Management Commission and the Provincial Rental Housing Corporation and may be enforced against the other party (is) to this agreement in the name of the British Columbia Housing Management Commission or the Provincial Rental Housing Corporation or both.

BC Housing provides funding for development of housing and services for individuals, families, seniors and disabled persons in need of affordable housing and support.

### **1.3. Canada – British Columbia Housing Benefit (CBCHB)**

In June 2018, the Governments of Canada and British Columbia signed the CMHC-British Columbia Bilateral Agreement under the 2017 National Housing Strategy to protect, renew and expand social and community housing. The Canada – British Columbia Housing Benefit (CBCHB) is one of several initiatives under the CMHC-British Columbia Bilateral Agreement.

Joint funding committed through the Canada Housing Benefit aligns with existing provincial programs and initiatives, which will benefit British Columbian households with access to appropriate, affordable, safe and inclusive housing in their community.

The purpose of the Canada – British Columbia Housing Benefit program (“Program”) is to provide targeted Housing Benefits to low-income vulnerable British Columbian households to reduce Housing Need while living in non-subsidized rental units.

#### **1.4. Eligibility Selection Method**

The eligibility selection will be conducted as follows:

##### **1.6.2. Eligible Proponent(s)**

Proposals received will be evaluated against the requirements of this RFPQ as established in **Part 3 - Evaluation of Responses** to determine the eligibility. Proponents meeting or exceeding the evaluation score threshold will be deemed as eligible within the regions/communities they have declared within their submission. Upon allocation, the eligible proponent will be required to enter into an Agreement with BC Housing as further described in **Section 1.5 - Type of Agreement for Deliverables** of this RFPQ.

##### **1.6.2. Eligibility Period**

The eligibility will be valid for the entire duration of the program subject to meeting annual performance review requirements of the program. The prequalification process may be opened up at anytime at the discretion of BC Housing and further proponents may be added into the program.

##### **1.6.2. Type of Agreement for Deliverables**

Proponent(s) who administer(s) Housing Benefits will be required to enter into a Canada-British Columbia Housing Benefit (CBCHB) Agreement with BC Housing for the provision of the Deliverables in the form attached as **Appendix A** to this RFPQ.

##### **1.6.2. Term of Agreement**

The term of the Agreement will be three (3) years. The parties may mutually agree to renew this Agreement for an additional three (3) years, subject to program funding and the result of annual performance reviews.

#### **1.5. No Guarantee of Volume of Work or Exclusivity of Agreement**

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

Although the intention is to award to a Roster of eligible Proponents, BC Housing makes no guarantee of the value or volume of work to be assigned to the eligible Proponents. The Agreements to be negotiated with the eligible Proponents may not be exclusive contracts for the provision of the described in **Part 2 - The Deliverables** of this RFPQ. BC Housing may contract with others for the same or similar Deliverables to those described in the RFPQ or may obtain the same or similar Deliverables internally when required.

## **1.6. Items Required Upon Notification of Award**

### **1.6.1. Constatting Documents**

If deemed necessary by BC Housing, the selected Proponent shall be required to provide certain documentation specific to their organizational structure. For example, a Non-profit Society may be required to provide a copy of their constating documents and any registered amendments or indicate that they are currently on file with BC Housing. BC Housing will verify that the selected Proponents documents comply with BC Housing requirements. BC Housing's constating document requirements are available on the BC Housing [website](#) for information only and Proponents are advised not to make any pre-emptive changes to their documents without consulting with BC Housing.

### **1.6.2. Insurance**

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

[End of Part 1]

## 2. The Deliverables

### 2.1. Description of Deliverables

This RFPQ is an invitation to prospective Non-profit Societies or Service organizations to submit proposals for the eligibility to deliver and administer Housing Benefits through the **Canada - British Columbia Housing Benefit (CBCHB) Program** across the Province of British Columbia, as further described in **Part 2 - The Deliverables** and in the Draft Sample Service Agreement attached as **Appendix A**.

### 2.2. Service Level Expectations & Requirements

The purpose of the Canada – British Columbia Housing Benefit Program is to provide the Housing Benefit to households in non-subsidized rental units with income below the Income Limits.

The Eligible Proponent will select qualified individuals and/or families (“Recipients”) and administer the Housing Benefit to that household, funded by the federal government and provided by BC Housing.

Specific requirements, including but not limited to selecting qualified Recipients, dispersing Housing Benefits to the Recipients, and reporting requirements are included in detail in **Appendix A - Draft Sample Service Agreements**.

Proponents should review all programming requirements and service level expectations outlined in **Appendix A – Draft Sample Service Agreements** when preparing their submission to this RFPQ.

All activities must be carried out by the Eligible Proponent or through Eligible Proponent Partnerships. Absolutely no sub-contracting is allowed.

#### 2.2.1. Canada – British Columbia Housing Benefit (CBCHB)

The CBCHB Program provides targeted assistance to reduce Housing Need for selected vulnerable low-income British Columbians.

The Provider will deliver the Housing Benefits which includes:

- Ensuring that the Housing Benefits are disbursed to eligible Recipients, as outlined in the CBCHB Agreement;
- Notifying Recipients of any changes to their Housing Benefit;
- Issuing a T5007 Statement of Benefits to any Recipient who receives more than \$500.00 in Housing Benefits during a tax year.
- Ensuring that each Recipient provides consent using the Benefit Recipient Agreement;
- Ensuring all Housing Benefits are entered in the BC Housing database by the Housing Benefit effective date; and
- Coordinating with BC Housing and/or other Provider’s administering CBCHB Housing Benefits to ensure smooth transitions between the CBCHB Program and other applicable programs.

- Complying with all terms outlined in the Canada-British Columbia Housing Benefit (CBCHB) Agreement. (attached as **Appendix A** to this RFPQ)

### 2.2.2. Eligible Recipients

The CBCHB Program is intended to support vulnerable individuals and households in Housing Need which may include:

- People experiencing or at risk of homelessness;
- Women and children experiencing or at risk of domestic violence;
- Indigenous peoples;
- People with disabilities;
- People dealing with mental health and addiction issues;
- Veterans;
- Racialized communities;
- Youth leaving care;
- Large families requiring four (4) or more bedrooms;
- Households requiring wheelchair modified/accessible accommodation; or
- Other households eligible for subsidized housing whose housing need cannot be met by existing housing stock, as approved by BC Housing.

Households allocated a Housing Benefit must also have income below the CBCHB income limits, as established by BC Housing from time to time. As of the issuance of this RFPQ the Income Limits are as follows:

Household Size	Income Limit	
	Monthly	Annual
Singles or Couples without dependents	\$2,666.00	\$31,992.00
Family of 4 or less	\$3,333.33	\$40,000.00
Family of 5 or more	\$3,700.00	\$44,400.00

### 2.2.3. Eligible Residence

The Housing Benefits may only be used to supplement the rental payments of Recipients living in non-subsidized rental units.

- The residence must be located in British Columbia;
- The residence must be the Recipient’s primary residence; and
- The Recipient must pay more than 30% of gross monthly income towards the Rent for the residence.

The following residences are eligible:

- Any self-contained apartment or suite where the Residential Tenancy Act applies, including shared rental situations.
- Shared rental situations including Co-Tenants or Tenants in Common where the Residential Tenancy Act applies.
- Community Housing where the development or unit is not receiving ongoing subsidy.
- Manufactured homes where the Recipient pays Rent for either the home or the pad (site). Where the Recipient pays Rent for both the manufactured home and the pad (site), they are treated as a single residence.
- Co-ops where the Recipient is a tenant of the co-op (the co-op must confirm the Recipient is not a shareholder and has signed a tenancy agreement).

Other residences may be considered on a case-by-case determination and approval by BC Housing.

The following property types are not eligible:

- Any residence where the Rent is paid or subsidized by government at any level, or units that are part of a development that receives government housing assistance.
- Any residence in a housing co-op where any individual living in the residence is a shareholder.
- A home owned by the Recipient, other than a manufactured home where the Recipient pays Rent for the pad (site).
- Private assisted living or any residence where the Recipient pays room and board.
- Any residence where the landlord is also the Provider who is administering the Housing Benefit to the Recipient.

#### 2.2.4. Benefit Calculation

The CBCHB is a calculated benefit using the following formula: Adjusted Rent – Tenant Rent Contribution = The Housing Benefit (subject to Minimum and Maximum Benefit)

Where:

- **Adjusted Rent** is the lesser of the Rent paid in the private market or the Rent Ceiling, based on core household size and location in the province.

Household Size	Rent Ceiling*		
	Zone 1	Zone 2	Zone 3
Singles or Couples without dependents	\$975.00	\$941.00	\$900.00
Family of 4 or less	\$1,408.00	\$1,279.00	\$1,258.00
Family of 5 or more	\$1,549.00	\$1,407.00	\$1,384.00

\*Rent Ceilings as of April 1, 2022

**Zone 1** – includes the Metro Vancouver Regional District communities: Aldergrove, Anmore, Belcarra, Bowen Island, Burnaby, Coquitlam, Delta, Langley, Lions Bay, North Vancouver, Maple Ridge, New Westminister, Pitt Meadows, Port Coquitlam, Port Moody, Richmond, Surrey, Vancouver, West Vancouver, and White Rock

**Zone 2** – includes the following communities: Abbotsford, Agassiz, Central Saanich, Chase, Colwood, Dawson Creek, Esquimalt, Fort St. John, Highlands, Kamloops, Kelowna, Lake Country, Langford, Lantzville, Logan Lake, Metchosin, Mission, Nanaimo, New Songhees, North Saanich, Oak Bay, Peachland, Penticton, Prince George, Saanich, Saanichton, Sidney, Sooke, Squamish, Terrace, Union Bay, Victoria, View Royal, West Kelowna

**Zone 3** – All BC communities not included in Zone 1 or 2

**- Tenant Rent Contribution**

- For Recipients in receipt of Income Assistance or Disability Assistance (including top-up), the shelter portion of the income or disability assistance payment is used to calculate the Housing Benefit.
- For Recipients with no income from Income Assistance or Disability Assistance (employment, pensions, etc.), the Rent Contribution is the lesser of 30% of gross monthly household income or the minimum shelter contribution based on household size.

Household Size	Minimum Shelter Contribution
Singles or Couples without dependents	\$375.00
Family of 4 or less	\$715.00
Family of 5 or more	\$765.00

See example calculations as *Appendix D*

**Minimum and Maximum Housing Benefit**

Household Size	Minimum Housing Benefit	Maximum Housing Benefit
Singles or Couples without dependents	\$25.00	\$600.00
Family of 4 or less	\$50.00	\$693.00
Family of 5 or more	\$50.00	\$784.00

**2.2.5. Provider Responsibilities**

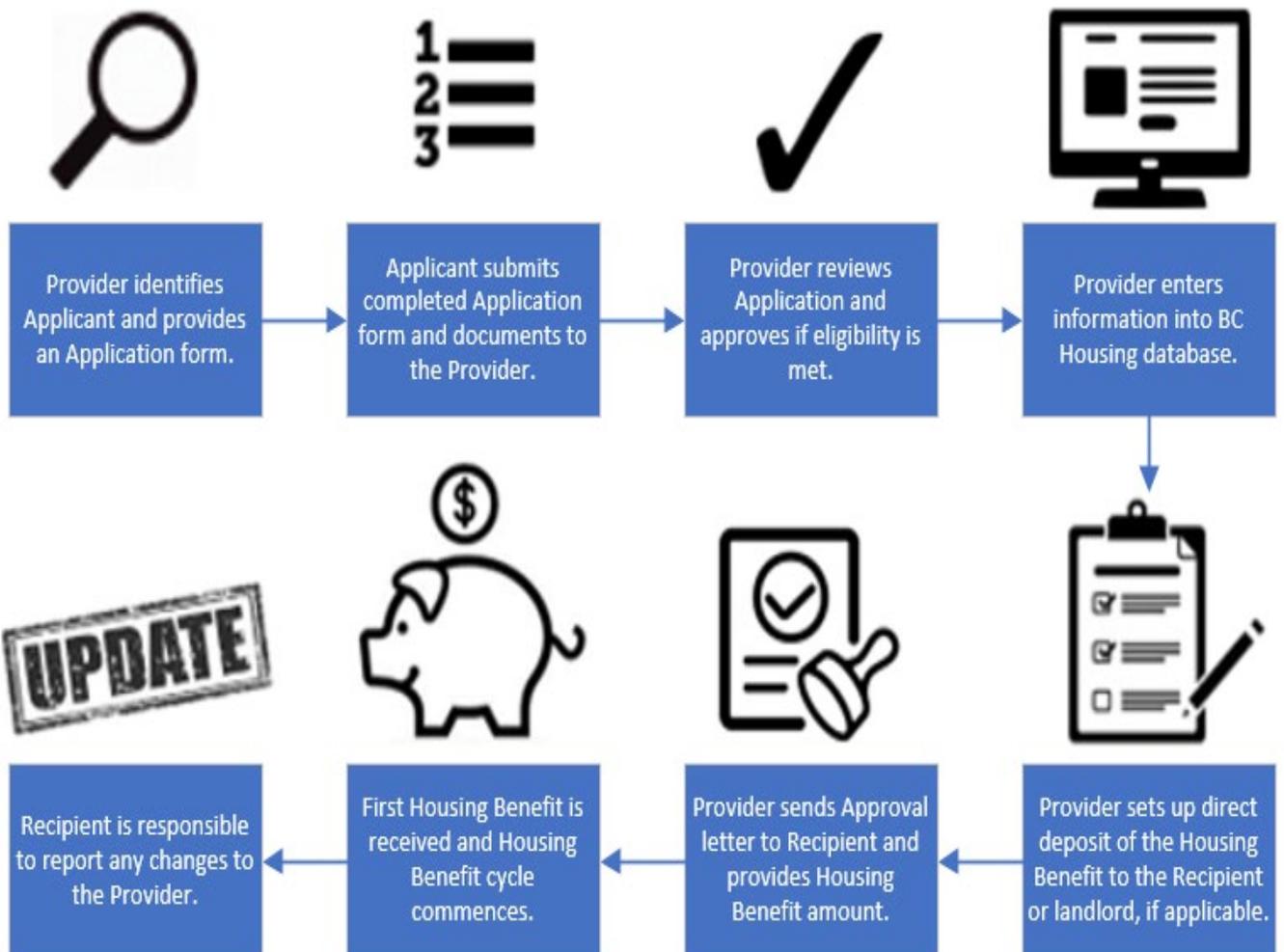
The Provider must enter the Recipient’s information into BC Housing’s database and retain all supporting documentation. BC Housing has the right to request copies of the documentation for the

purpose of verifying eligibility for the program. The Housing Benefit will be paid to the Provider in advance on a monthly basis, based on actual Housing Benefits paid to Recipients.

The Provider must issue a T5007 Statement of Benefits to any Recipient who receives more than \$500.00 in Housing Benefits during a tax year. The T5007 must be mailed to the Recipient’s last known address and filed with Canada Revenue Agency by the last business day of February each year.

A monthly administrative fee of \$55.00 per Recipient may be retained by the Provider to offset the administrative costs of administering the Housing Benefit.

**Program Process Overview**



**2.3. Housing Benefit Allocation Process**

Proponents meeting or exceeding the evaluation score threshold will be deemed as eligible within the regions/communities they have declared within their submission.



Housing Benefit allocation to eligible proponents will be made based on the available funds, housing needs across the province, and number of eligible proponents in each region/community and target population they will serve.

[End of Part 2]

## 3. Evaluation of Responses

### 3.1. Timetable and Submission Instructions

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

#### 3.1.1. Timetable

Issue Date of RFPQ:	<b>October 21, 2022</b>
Deadline for Questions:	<b>November 10, 2022 @ 2:00 p.m. PT</b> (Please note that questions asked after this time may not be responded to)
Deadline for Issuing Addenda:	<b>November 18, 2022</b>
Submission Deadline:	<b>December 16, 2022 @ 2:00 p.m. PT</b>

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

#### 3.1.2. Proposals Must be Submitted in the Prescribed Manner

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

Proposals must be submitted electronically through e-mail to [jowu@bchousing.org](mailto:jowu@bchousing.org). Proposals submitted in any other manner will not be considered.

No oral (by telephone or otherwise) or written response(s) (by telegraph, facsimile, courier or otherwise) shall be accepted. All responses must be properly signed and dated where requested.

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

#### 3.1.3. Submissions Must be Submitted on Time

Proposals must be submitted electronically through email to [jowu@bchousing.org](mailto:jowu@bchousing.org) on or before the Submission Deadline. Proposals submitted after the Submission Deadline will not be accepted or evaluated.

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

#### 3.1.4. Amendment of Proposals

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

### **3.1.5. Withdrawal of Proposals**

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

## **3.2. Stages / Overview of Proposal Evaluation**

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

### **3.2.1. Stage I**

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

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

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

- a) if a Proponent receives a rectification notice, the Proponent will have an opportunity to rectify the deficiency or deficiencies described in the notice within the time period set out in the notice, expected to be no more than one Business Day;
- b) if the Proponent is able to rectify such deficiency or deficiencies to BC Housing's satisfaction within the applicable time period, the rectified or additional information provided by the Proponent in response to the rectification notice will be deemed to form part of the Proponent's original Proposal submission;
- c) if the Proponent fails to rectify the deficiency or deficiencies to BC Housing's satisfaction within the applicable time period, BC Housing may reject the Proponent or may proceed to evaluate the Proposal in accordance with this RFP; and
- d) BC Housing is under no obligation to provide a rectification notice to any Proponent, including if BC Housing elects to provide a notice to a different Proponent for a similar deficiency.

### **3.2.2. Stage II**

Stage II will consist of a scoring by BC Housing of each qualified proposal on the basis of the rated criteria as provided below. Those proponents who meet or exceed the evaluation score threshold will be deemed to be eligible within the regions(s)/community(ies) they've declared within their submissions.

### **3.3. Stage I - Minimum Requirements, Submission and Rectification**

#### **3.3.1 Minimum Requirements**

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

#### **3.3.2 Submission Form (Appendix B)**

Each proposal should include a Submission Form (Appendix B) completed and signed by an authorized representative of the Proponent.

#### **3.3.3 Identified Region(s)/Community(ies) (Appendix C)**

Identify which regions and/or specific communities your organization is requesting the Housing Benefits for, and the number of Benefits being requested.

#### **3.3.4 Responses to Evaluation Criteria**

In your proposal, clearly indicate Proponents' understanding of the RFPQ and deliverables. Provide all responses to the criterion, in the ordered requested in section 3.5 Stage II – Evaluation of Rated Criteria. Your proposal and responses to the criteria should be clear concise and thorough.

### **3.4. Stage I – Suggested Proposal Form**

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

In addition to including the Submission Form (Appendix B) and Identified Region(s)/Community(ies) (Appendix C), the proposal should be presented following the format below. Please include a table of contents, label each title with sequential numbering and provide page numbers.

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

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

### **3.5. Stage II - Evaluation of Rated Criteria**

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

### 3.5.1. Rated Criteria

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

<b>Rated Criteria Category</b>	<b>Weighting (Percent)</b>
Proponent Experience	45
Service Delivery Plan	45
Capacity	10
<b>Total Percentage</b>	<b>100%</b>
<b>Threshold</b>	<b>50%</b>

Proponents should comprehensively address the requirements as set out below. Responses should include sufficient information to demonstrate that the Proponent has a good understanding of the Deliverables, and that the Proponent is capable of performing the responsibilities and obligations under the Agreement.

### 3.5.2. Proponent Experience (45%)

Proponents should demonstrate their experience in delivering housing benefits to the eligible program recipients as per the following:

- .1 Provide an overview of the primary mandate of your organization including an overview of populations served and programs and services delivered.
- .2 Provide past experience your organization has participating in similar housing program(s) and what you have done to meet the deliverables of the program(s). What you have learned from the past experience and how it would assist you in managing the deliverables of the program outlined in this RFPQ.
- .3 Describe the experience your organization has with assisting people with the process to locate, apply for and securing rental housing in the private market.
- .4 Provide details on the approach your organization has been using to select eligible program recipients and how to demonstrate the transparency and fairness during the selection process. Explain if this approach would appropriately fit to the program to select eligible recipients identified in the RFPQ, and if not, how to adjust it.
- .5 Clearly identify specialized expertise and skills within your organization that support specific genders (men, women, 2SLGBTQIA+), Indigenous, racialized, disabled people.

### 3.5.3. Service Delivery Plan (45%)

- .1 Describe the plan your organization will select eligible Applicants and provide clear guidelines and expectations to Applicants and Recipients.
- .2 Describe details on how your organization will manage and process Housing Benefit Applications and annual Re-Applications in a timely manner and notify recipients of any changes to their Housing Benefit.

- .3 Describe details on how your organization will engage and maintain relationships with landlords in the event that the Housing Benefit is paid to the landlords directly.
- .4 Describe details on how your organization will coordinate with BC Housing to ensure smooth transition between the CBCHB program and other programs offered and support the portability of the Housing Benefit within British Columbia, giving Recipients the choice and great flexibility to re-locate.

#### **3.5.4. Capacity (10%)**

- .1 Identify your organizations current operating and staffing capacity and ability to efficiently allocate and administer Housing Benefits requested in **Appendix C - Identified Region(s)/Community(ies)** with a \$55 per unit per month administration fee.

[End of Part 3]

## 4. Terms and Conditions of the RFPQ Process

### 4.1. General Information and Instructions

#### 4.1.1. Proponents to Follow Instructions

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

#### 4.1.2. Proposals in English

All proposals are to be in English only.

#### 4.1.3. BC Housing's Information in RFPQ Only an Estimate

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

#### 4.1.4. Proponents Shall Bear Their Own Costs

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

### 4.2. Communication after Issuance of RFPQ

#### 4.2.1. Proponents to Review RFPQ

Proponents shall promptly examine all of the documents comprising the RFPQ, and

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

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

#### 4.2.2. All New Information to Proponents by Way of Addenda

The RFPQ may be amended only by an addendum in accordance with this section. If BC Housing, for any reason, determines that it is necessary to provide additional information relating to the RFPQ,

such information will be communicated to all Proponents by addenda. Each addendum forms an integral part of the RFPQ.

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

#### **4.2.3. Post-Deadline Addenda and Extension of Submission Date**

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

#### **4.2.4. Verify, Clarify and Supplement**

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

#### **4.2.5. No Incorporation by Reference**

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

#### **4.2.6. Proposal to Be Retained by BC Housing**

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

### **4.3. Negotiations, Notification and Debriefing**

#### **4.3.1. Selection of Top-Ranked Proponent**

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

#### **4.3.2. Timeframe for Negotiations**

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

#### **4.3.3. Process Rules for Negotiations**

Any negotiations will be subject to the process rules contained in this Part 4 – Terms and Conditions of RFPQ Process and the Submission Form (Appendix B) and will not constitute a legally binding offer to

enter into a contract on the part of BC Housing or the Proponent. Negotiations may include requests by BC Housing for supplementary information from the Proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by BC Housing for improved pricing from the Proponent.

#### **4.3.4. Terms and Conditions**

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

#### **4.3.5. Failure to Enter Into Agreement**

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

#### **4.3.6. Notification to Other Proponents**

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

#### **4.3.7. Debriefing**

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to BC Housing Contact and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

#### **4.3.8. Bid Protest Procedure**

If a Proponent wishes to challenge the outcome of the RFPQ process, it should provide written notice to the BC Housing Contact within thirty (30) days of notification of award, and BC Housing will respond in accordance with its bid protest procedures.

### **4.4. Prohibited Communications and Confidential Information**

#### **4.4.1. Prohibited Proponent Communications**

The Proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B). For the purposes of this Section, “Conflict of Interest” shall have the meaning ascribed to it in the Submission Form (Appendix B).

#### **4.4.2. Proponent Not to Communicate with Media**

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

#### **4.4.3. Confidential Information of BC Housing**

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

- a. is the sole property of BC Housing and must be treated as confidential;
- b. is not to be used for any purpose other than replying to the RFPQ and the performance of any subsequent Contract;
- c. must not be disclosed without prior written authorization from BC Housing; and
- d. Shall be returned by the Proponents to BC Housing immediately upon the request of BC Housing.

#### **4.4.4. Confidential Information of Proponent**

The confidentiality of information will be maintained by BC Housing, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to BC Housing’s advisers retained for the purpose of evaluating or participating in the evaluation of their proposals. If a Proponent has any questions about the collection and use of personal information pursuant to the RFPQ, questions are to be submitted to the BC Housing Contact.

### **4.5. Procurement Process Non-binding**

#### **4.5.1. No Contract A and No Claims**

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

#### **4.5.2. No Contract until Execution of Written Agreement**

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

#### **4.5.3. Non-binding Price Estimates**

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

#### **4.5.4. Disqualification for Misrepresentation**

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

#### **4.5.5. References and Past Performance**

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

#### **4.5.6. Inappropriate Conduct**

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

#### **4.5.7. Cancellation**

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

### **4.6. Governing Law and Interpretation**

#### **4.6.1. Governing Law**

The terms and conditions in this Part 4 – Terms and Conditions of RFPQ Process (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual

discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and construed in accordance with the laws of the province or territory within which BC Housing is located and the federal laws of Canada applicable therein.

[End of Part 4]

## **Appendix A – Draft Sample Service Agreements**

The Agreements include all the following documents:

1. Canada – British Columbia Housing Benefit (CBCHB) Agreement (sample) – Attached

## Appendix B - SUBMISSION FORM

### 1. Proponent Information

<b>Please fill out the following form, and name one person to be the contact for the RFPQ response and for any clarifications or amendments that might be necessary.</b>	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Contact Person and Title:	
Contact Phone:	
Contact E-mail:	

### 2. Acknowledgment of Non-binding Procurement Process

The Proponent acknowledges that the RFPQ process will be governed by the terms and conditions of the RFPQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until BC Housing and the selected Proponent have executed a written contract.

### 3. Ability to Provide Requirements and/or Deliverables

The Proponent has carefully examined this RFPQ and has a clear and comprehensive knowledge of the Requirements and/or Deliverables required. The Proponent represents and warrants its ability to provide the Requirements and/or Deliverables required under the RFPQ in accordance with the requirements of the RFPQ for the Rates set out in the Submission Form and has provided a list of any Sub-Consultants to be used to complete the proposed contract.

### 4. Electronic Funds Transfer

BC Housing implemented direct deposit payment (EFT) that requires all vendors to set up direct deposits as the method of receiving payments from BC Housing. Please identify your current payment status

- We currently receive payment from BC Housing through direct deposit.
- We currently do not receive payment from BC Housing through direct deposit. A BC Housing direct deposit form and void cheque will be submitted upon award of the opportunity.

[https://www.bchousing.org/resources/Bid/Vendor\\_direct\\_deposit.pdf](https://www.bchousing.org/resources/Bid/Vendor_direct_deposit.pdf)

## 5. Notice to Proponents

There may be forms required in the RFPQ other than those set out above. Please see the Minimum Requirements section of the RFPQ for a complete listing of required forms.

## 6. Addenda

The Proponent is deemed to have read and accepted all addenda issued by BC Housing prior to the Deadline for Issuing Addenda. The onus remains on Proponents to make any necessary amendments to their proposal based on the addenda. The Proponent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word “None” on the following line: \_\_\_\_\_. Proponents who fail to complete this section will be deemed to have received all posted addenda.

## 7. Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including bios, profiles and/or other personal information concerning employees and/or employees of any subcontractors.

Where BC Housing has issued a RFPQ that requires a Proponent to provide personal information of employees and/or subcontractors included as resources in response to the RFPQ, Proponents shall ensure that they have obtained written consent from each of those employees and/or subcontractors prior to submitting its proposal. Such written consents are to specify that the personal information forwarded to BC Housing is required for the purposes of responding to this RFPQ and use by BC Housing only for the purposes as set out in the RFPQ.

BC Housing reserves the right to request original or copies of the consents when required. Proponents shall comply and respond to all such requests as immediately possible.

- Personal Information *has been submitted* in relation to the RFPQ requirements and all required employee consents have been obtained and are retained by the Proponent.
- Personal Information *has not been submitted* in relation to the RFPQ requirements. Employee consents are not required.

## 8. Conflict of Interest

For the purposes of this section, the term “Conflict of Interest” means;

- a. in relation to the RFPQ process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of BC Housing in the preparation of its submission that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFPQ process (including but not limited to the lobbying of

decision makers involved in the RFPQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFPQ process; or

- b. in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the Proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFPQ.

Otherwise, if the statement below applies, check the box.

- The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFPQ.

If the Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must set out below details of the actual or potential Conflict of Interest:

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## 9. Disclosure of Information

The Proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this proposal by BC Housing to BC Housing’s advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.



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Signature of Proponent Representative

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Name and Title

Date:

I have authority to bind the Proponent

## Appendix C – Identified Regions(s)/Community(ies)



## 1. Identify Intended Target Group(s)

- People experiencing or at risk of homelessness;
- Women and children experiencing or at risk of domestic violence;
- Indigenous peoples;
- People with disabilities;
- People dealing with mental health and addiction issues;
- Veterans;
- Racialized communities;
- Youth leaving care;
- Large families requiring four (4) or more bedrooms;
- Households requiring wheelchair modified/accessible accommodation;
- Other: Describe: \_\_\_\_\_

## 2. Identify primary Household size

- Singles or Couples without Dependents
- Families of 4 or less
- Families of 5 or more

## 3. Identify Region(s)/Community(ies)

- Lower Mainland – all communities
- Specific communities only:  
\_\_\_\_\_

- Fraser Valley – all communities
- Specific communities only:  
\_\_\_\_\_

- Vancouver Island – all communities
- Specific communities only:  
\_\_\_\_\_

Interior – all communities

Specific communities only:

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North – all communities

Specific communities only:

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#### **4. Housing Benefit Allocation request**

We request the following

#\_\_\_\_ Housing Benefits (minimum 10) CBCHB Allocations.

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Signature of Proponent Representative

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Name and Title

Date:

## Appendix D - CBCHB Sample Calculations

### Income Assistance or Disability Assistance Recipients

<b>Single Person</b>			
<b>Income Source/Amount</b>	Disability Assistance	Income Assistance	Disability Assistance
<b>Zone/Max Rent Ceiling</b>	Zone 1 / 975.00	Zone 2 / 941.00	Zone 3 / 900.00
<b>Actual Rent</b>	950.00	910.00	910.00
<b>Adjusted Rent</b>	950.00 (actual rent)	910.00 (actual rent)	900.00 (Rent Ceiling)
<b>Tenant Shelter Contribution</b>	375.00 (shelter rate)	375.00 (shelter rate)	375.00 (shelter rate)
<b>Housing Benefit</b>	950 – 375 = <b>575.00</b>	910-375 = <b>535.00</b>	900 – 375 = <b>525.00</b>

<b>Single Person living with a Roommate (assume 50/50 split on rent)</b>			
<b>Income Source/Amount</b>	Disability Assistance	Income Assistance	Disability Assistance
<b>Zone/Max Rent Ceiling</b>	Zone 1 / 975.00	Zone 2 / 941.00	Zone 3 / 900.00
<b>Actual Rent (with roommate)</b>	1,200.00	1600.00	2000.00
<b>Recipients share of rent</b>	600.00	800.00	1000.00
<b>Adjusted Rent</b>	600.00 (actual rent)	800.00 (actual rent)	900.00 (Rent Ceiling)
<b>Tenant Shelter Contribution</b>	375.00 (shelter rate)	375.00 (shelter rate)	375.00 (shelter rate)
<b>Housing Benefit</b>	600 – 375 = <b>225.00</b>	800-375 = <b>425.00</b>	900 – 375 = <b>525.00</b>

<b>Couples</b>			
<b>Income Source/Amount</b>	Disability Assistance	Income Assistance	Disability Assistance
<b>Zone/Max Rent Ceiling</b>	Zone 1 / 975.00	Zone 2 / 941.00	Zone 3 / 900.00
<b>Actual Rent</b>	1,100.00	950.00	875.00
<b>Adjusted Rent</b>	975.00 (Rent Ceiling)	941.00 (Rent Ceiling)	875.00 (actual rent)
<b>Tenant Shelter Contribution</b>	570.00 (shelter rate)	570.00 (shelter rate)	570.00 (shelter rate)
<b>Housing Benefit</b>	975 – 570 = <b>405.00</b>	941 – 570 = <b>371.00</b>	875 – 570 = <b>305.00</b>

<b>Family of 3 people (use Rent Ceilings for Family of 4 or less)</b>			
<b>Income Source/Amount</b>	Disability Assistance	Income Assistance	Disability Assistance
<b>Zone/Max Rent Ceiling</b>	Zone 1 / 1,408.00	Zone 2 / 1,279.00	Zone 3 / 1,258.00
<b>Actual Rent</b>	1,500.00	1,400.00	1,250.00
<b>Adjusted Rent</b>	1,408.00 (Rent Ceiling)	1,279.00 (Rent Ceiling)	1,250.00 (actual rent)
<b>Tenant Shelter Contribution</b>	665.00 (shelter rate)	665.00 (shelter rate)	665.00 (shelter rate)
<b>Housing Benefit</b>	1,408 – 665 = <b>743.00</b>	1,279 - 665 = <b>614.00</b>	1250 – 665 = <b>585.00</b>

### CBCHB Sample Calculations - Income from Employment / Pensions / Other (no Income Assistance or Disability Assistance)

<b>Single Person</b>			
<b>Income Source/Amount</b>	Employed/Pensions	Employed/Pensions	Employed/Pensions
<b>Zone/Max Rent Ceiling</b>	Zone 1 / 975.00	Zone 2 / 941.00	Zone 3 / 900.00
<b>Actual Rent</b>	950.00	910.00	910.00
<b>Adjusted Rent</b>	950.00 (actual rent)	910.00 (actual rent)	900.00 (Rent Ceiling)
<b>Income (monthly)</b>	1800.00	1800.00	1,800.00
<b>Tenant Shelter Contribution</b>	1800 x 30% = 540	1800 x 30% = 540	1800 x 30% = 540
<b>Housing Benefit</b>	950 – 540 = <b>410.00</b>	910-540 = <b>370.00</b>	900 – 540 = <b>525.00</b>

<b>Single Person living with a Roommate (assume 50/50 split on rent)</b>			
<b>Income Source/Amount</b>	Employed/Pensions	Employed/Pensions	Employed/Pensions
<b>Zone/Max Rent Ceiling</b>	Zone 1 / 975.00	Zone 2 / 941.00	Zone 3 / 900.00
<b>Actual Rent (with roommate)</b>	1,200.00	1600.00	2000.00
<b>Recipients share of rent</b>	600.00	800.00	1000.00
<b>Adjusted Rent</b>	600.00 (actual rent)	800.00 (actual rent)	900.00 (Rent Ceiling)
<b>Income (monthly)</b>	1500.00	1650.00	1200.00
<b>Tenant Shelter Contribution</b>	1500 x 30% = 450	1650 x 30% = 495	1200 x 30% = 360: Min contribution applies = 375
<b>Housing Benefit</b>	600 – 450 = <b>150.00</b>	800 - 495 = <b>305.00</b>	900 – 375 = <b>525.00</b>

<b>Couples</b>			
<b>Income Source/Amount</b>	Employed/Pensions	Employed/Pensions	Employed/Pensions
<b>Zone/Max Rent Ceiling</b>	Zone 1 / 975.00	Zone 2 / 941.00	Zone 3 / 900.00
<b>Actual Rent</b>	1,100.00	950.00	875.00
<b>Adjusted Rent</b>	975.00 (Rent Ceiling)	941.00 (Rent Ceiling)	875.00 (actual rent)
<b>Income (monthly)</b>	2,200.00	2,100.00	2,000.00
<b>Tenant Shelter Contribution</b>	2,200 x 30% = 660	2,100 x 30% = 630	2,000 x 30% = 600
<b>Housing Benefit</b>	975 – 660 = <b>315.00</b>	941 – 630 = <b>311.00</b>	875 – 600 = <b>275.00</b>

<b>Family of 3 people (use Rent Ceilings for Family of 4 or less)</b>			
<b>Income Source/Amount</b>	Employed	Employed	Employed
<b>Zone/Max Rent Ceiling</b>	Zone 1 / 1,408.00	Zone 2 / 1,279.00	Zone 3 / 1,258.00
<b>Actual Rent</b>	1,800.00	1,400.00	1,250.00
<b>Adjusted Rent</b>	1,408.00 (Rent Ceiling)	1,279.00 (Rent Ceiling)	1,250.00 (actual rent)
<b>Income (monthly)</b>	2,400.00	2,000.00	1800.00
<b>Tenant Shelter Contribution</b>	2,400 x 30% = 720	2,000 x 30% = 600: Min contribution applies = 715	1800 x 30% = 540: Min contribution applies = 715.00
<b>Housing Benefit</b>	1,408 – 720 = <b>688.00</b>	1,279 – 715 = <b>564.00</b>	1250 – 715 = <b>535.00</b>