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Sault Ste. Marie District

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Sault Ste. Marie Housing Corporation

Request for Proposal – RFP 2024-015

212 St Georges Avenue West Affordable Housing Project

Date Issued: September 5, 2024  
Closing Time: September 26, 2024

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## 1 DEFINITIONS

**Agreement:** means the contract between Sault Ste. Marie Housing Corporation (SSMHC) and a Contracted Entity with respect to the Services contemplated by the RFP, and shall be deemed to include the terms and conditions for the provision of the Services as set out in this RFP.

**Affordable Rent:** means rental rates must be no greater than 80% of the CMHC average market rate for the City of Sault Ste. Marie and can only increase in accordance with annual Ontario rental increase guidelines. ie. CMHC bachelor rates for 2023 were \$695.00/month including utilities.

**Board:** means the locally elected political representatives on the SSMHC.

**Closing Date:** means the date and time as set out in section 2.1 Proposal Submission and Closing Date.

**Contracted Entity:** means the Successful Proponent(s) with whom SSMHC enters into an Agreement.

**MFIPPA:** means the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56.

**Preferred Proponent:** means the Proponent(s) whose Proposal, as determined through evaluation analysis described in the RFP, provides the best overall value in meeting SSMHC's requirements, and may be recommended for award.

**Proposal:** means an offer submitted by a Proponent in response to this formal RFP which includes all documents necessary to satisfy the submission requirements of the RFP.

**Proponent:** means a legal entity, being a person, partnership, firm or corporation that submits a proposal in response to a formal RFP.

**RFP:** means this Request for Proposal package in its entirety, which includes all sections, appendices, schedules, and attachments as listed in the Table of Contents and any addenda that may be issued by SSMHC.

**SSMHC:** means the Sault Ste. Marie Housing Corporation

**Selection Committee:** means relevant representation of the SSMHC and such other persons as may be selected by SSMHC to evaluate the Proposals.

**Services:** means all services and deliverables to be provided by a Contracted Entity as described in this RFP.

**Site Authority:** means the SSMHC designate specified with authority pertaining to the provision of Services.

**Successful Proponent(s):** means the Proponent(s) who's Proposal is recommended for award to DSSMSSAB or Board designate. It shall be noted that a *recommendation* to the SSMHC is not binding until approved by the Board of Directors and a contract has been signed by all parties.

## 2 INSTRUCTION TO PROPONENTS

### 2.1 Proposal Submission and Closing Date

Each Proponent is required to submit one (1) complete copy of their Proposal electronically to: [r.kokis@socialservices-ssmd.ca](mailto:r.kokis@socialservices-ssmd.ca). Alternatively, a Proponent may opt to submit four (4) hard copies of their Proposal in a sealed package to:

**Attention: Ryan Kokis  
548 Albert St E  
Sault Ste. Marie, ON P6A 7A7**

The email or package should be clearly marked “CONFIDENTIAL - St. Georges Avenue Affordable Housing Project”, and include the Proponent’s name and return address.

The Proposal submission must be delivered **no later than 12:00pm on September 26, 2024.**

The Proponent must assume full responsibility for delivery and deposit of the completed Proposal. SSMHC accepts no responsibility for any loss or delay with respect to Proposals that are delivered to any location other than that specified.

### 2.2 Key Dates

Activity	Expected Date(s)
Proposal Open	September 5, 2024
Addenda Issuance Deadline	September 19, 2024 (12:00 pm)
Proposal Closing Date	September 26, 2024 (12:00pm)
Proposal Evaluation Completed	October 3, 2024

### 2.3 Enquiries/Addenda

Questions are to be submitted in writing no later than 12:00 pm on September 18<sup>th</sup>, 2024 and sent to [r.kokis@socialservices-ssmd.ca](mailto:r.kokis@socialservices-ssmd.ca)

SSMHC shall determine, at its sole discretion, whether the query requires a response, and such responses will be made available to all Proponents on the SSMHC/District of Sault Ste. Marie Social Services Administration Board website via addenda issuance.

No oral conversation will affect or modify the terms of this RFP or may be relied upon by the Proponent.

## 3 BACKGROUND

SSMHC is mandated by provincial legislation to provide affordable housing on behalf of municipalities and residents of unincorporated territories in the District of Sault Ste. Marie. The District includes Sault Ste. Marie, Prince Township and 31 unincorporated townships north of Sault Ste. Marie to Montreal River.

The SSMHC is seeking proposals from interested parties for the purchase of a property owned by the Sault Ste. Marie Housing Corporation, located at 212 St. Georges Avenue West, Sault Ste. Marie, Ontario.

This 3,750 sq. ft. brick rooming house features up to 18 bedrooms, up to 6 bathrooms, laundry and kitchen facilities, and common area(s) on the main floor. Recent updates include a new gas boiler heating system, new windows (installed in 2023), and a freshly painted brick exterior. The property also includes a single-car garage and a paved driveway and is conveniently situated within walking distance of various amenities such as public transit, a grocery store, a bank, and a pharmacy.

#### **4 GOALS AND OBJECTIVES**

By issuing this RFP, the SSMHC intends to select a Proponent that, through the evaluation process of this RFP, is found to be the best qualified and most suitable Proponent(s) to revitalize the building, provide affordable housing based on the identified scope of services and is in the best interest of the community, in the sole discretion of the SSMHC.

#### **5 SCOPE OF SERVICES**

The following is a list of the Services that have been identified as requirements for the duration of this contract; however, a Proponent may see instances where the SSMHC has not addressed a particular need for service and could suggest additional services to include in this RFP. The requested services include:

1. Provide a description of the affordable housing redevelopment plan for the property located at 212 St Georges Avenue West in Sault Ste. Marie Ontario.
2. Identify the offered purchase price for 212 St. Georges in the current condition “as is” for affordable housing redevelopment opportunities.
3. Provide a proposed unit breakdown; including but not limited to
  - i. the number of affordable units/rooms to be offered.
  - ii. the duration units/rooms will remain affordable (affordable Units are to remain affordable for a minimum of 20 years from the start of the first tenancy)
  - iii. unit/room rental rates
4. Outline how many units/rooms will be considered for tenancy from the Sault Ste. Marie Social Housing Centre Application Waitlist.
5. Provide an expected date for occupancy of units.
6. Experience successfully implementing similar projects or initiatives.
7. ***The SSMHC will not consider proposals that involve post-secondary student housing.***

The property is available for viewings by appointment before September 17, 2024 by contacting [r.kokis@socialservices-ssmd.ca](mailto:r.kokis@socialservices-ssmd.ca).

## **6 PROPOSAL CONTENT**

A plan to implement the contents of the Scope of Services outlined above;

1. Profile of the proponent including breadth of other social/community development experience, recent rental housing experience within Ontario; including location and staffing, listing names, professional qualifications including areas of professional focus, specialist certifications, and years of experience;
2. Professional References – Provide names and contact information for three (3) who can speak to your expertise and professional experience;
3. Outline any other additional services that may be required and available.

### ***EVALUATION***

Proposals will be evaluated using a best value approach considering both merit and price as identified within the scope of work. The Selection Committee will score Proposals for each of the Services outlined based on the responses to information requested. SSMHC will evaluate the expertise, breadth and depth of Services available, resources available, price, return on investment for the SSMHC and the best interest of the community and award based on the sole discretion of the SSMHC.

## **7 PROPOSAL GENERAL TERMS AND CONDITIONS**

### **7.1 Proposal Withdrawal and Acceptance Period**

A Proposal may be withdrawn at any time by a request in writing signed by the Proponent. A Proponent who has withdrawn a Proposal may submit a new Proposal, but only in accordance with the terms of this RFP.

SSMHC requires that the Proposal remain open for acceptance until sixty (60) days after the Proposal Closing Date, or until such time as mutually agreed upon in writing.

### **7.2 Alternate Proposals**

Proponents may submit an alternate Proposal provided it complies with the essential requirements set forth in the RFP and contains adequate justification, including costs. Alternate Proposals should be marked as such, and included in a single package with any other Proposal being submitted. It will be at the sole discretion of the Selection Committee to determine if an alternate Proposal is acceptable and to be further considered for evaluation. Alternate Proposals will be individually evaluated. Proposals that do not comply with the essential requirements are not encouraged and may be rejected.

### **7.3 Solicitation of DSSMSSAB Staff and Board Members**

Except as otherwise specified by SSMHC, Proponents shall not, directly or indirectly, contact or communicate with, any individuals working for or associated with SSMHC in relation to this RFP. Any Proponent which SSMHC determines to be circumventing or subverting this process may, in SSMHC absolute discretion, be disqualified.

#### **7.4 Influence**

No person, partnership, firm, company, corporation, or organization shall attempt in any way, directly or indirectly either in private or in public, to influence the outcome of any SSMHC evaluation or Proposal acceptance.

The Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any SSMHC purchasing process will be disqualified.

#### **7.5 No Collusion**

No Proponent may discuss or communicate about, directly or indirectly, the preparation or content of its Proposal with any other Proponent or the agent or representative of any other Proponent of prospective Proponent. If SSMHC discovers there has been a breach at any time, SSMHC reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

#### **7.6 Conflict of Interest**

In its Proposal, the Proponent must disclose to SSMHC any potential or perceived conflict of interest that might compromise the performance of the Services. If such conflict of interest does exist, the SSMHC may, at its discretion, refuse to consider the Proposal.

The Proponent must also disclose whether it is aware of any SSMHC employee or Board Member having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises, the SSMHC may, at its discretion, refuse to consider the Proposal or withhold the awarding to the Successful Proponent until the matter is resolved to SSMHC's sole satisfaction.

#### **7.7 Ownership and Disclosure of Proposal Documentation**

The documentation comprising any Proposal submitted in response to the RFP, along with all correspondence, documentation and information provided to SSMHC by any Proponent in connection with or arising out of this RFP, once received by SSMHC:

- a. shall become the property of the SSMHC; and
- b. shall become subject to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"), and may be released, pursuant to that Act.

Because of *MFIPPA*, prospective Proponents are advised to identify in their Proposal any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury. At a minimum, each Proponent's name along with the Proposal total cost and total evaluated score may be made public. Proposals will be made available to members of the SSMHC provided that their requests have been made in accordance with SSMHC's procedure and may be released to members of the public pursuant to *MFIPPA*.

#### **7.8 Omission**

SSMHC reserves the right in its sole discretion to accept or reject all or part of any Proposal which is non-compliant with the requirements of this request.

#### **7.9 Contract Award**

The award of any contract shall be conditional upon approval by SSMHC Board of Directors.

#### **7.10 Cost of Proposal**

Preparation and submission of a Proposal in response to this RFP is voluntary and any costs associated with Proposal preparation, submission, meetings, negotiations or discussions with SSMHC are solely that of the Proponent submitting the Proposal.

#### **7.11 No Claim**

SSMHC will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP. Except as expressly and specifically permitted in this RFP, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal, each Proponent shall be deemed to have agreed that it has no claim.

#### **7.12 No Binding Contract**

The SSMHC may, after reviewing the Proposal received, enter into discussions with one or more of the Proponents, without such discussion in any way creating a binding contract. This RFP, or submission of a Proposal, shall not create a legal binding contract.

#### **7.13 Clarifications**

As part of the evaluation process, SSMHC may make requests for further information with respect to the content of any Proposal in order to clarify the understanding of the Proponent's response. SSMHC may request this further information from one or more Proponents and not from others.

#### **7.14 Selection Committee**

All Proposals will be evaluated by the Selection Committee through a review and analysis process defined by the Selection Committee. The Selection Committee will select the Proposal which in its opinion meets SSMHC's requirements under this RFP and provides the best overall value to SSMHC, but the Proposal selected, if any, will not necessarily be the one offering the lowest cost. Pricing is one of the components in determining the total score and ranking.

By responding to this RFP, Proponents will be deemed to have agreed that the decision of the Selection Committee will be final and binding.

#### **7.15 Interviews**

Proponent(s) may be invited to an interview with the Selection Committee, the results of which will be used by the Selection Committee as a mechanism to revisit, revise, confirm, and finalize the scores and select the Successful Proponent.

A representative(s) of a Proponent who is invited to an interview is expected to be thoroughly versed and knowledgeable with respect to the requirements of the RFP and the contents of its Proposal, and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in the Agreement.

The Selection Committee may interview any Proponent(s) without interviewing others, and SSMHC will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.



### **7.16 Negotiations**

SSMHC shall have the right to negotiate on such matters as it chooses with any short-listed Proponent, as selected by the Selection Committee, without obligation to necessarily communicate, negotiate, or review similar modifications with other Proponents. SSMHC shall incur no liability to any other Proponent as a result of such negotiation of alternative arrangements.

During negotiations, the results of which may be used by the Selection Committee as a mechanism to revisit, revise, and finalize the scores and select the Successful Proponent, the Services may be revised and any identified issues and concerns may be resolved.

### **7.17 Ownership and Confidentiality of DSSMSSAB Provided Data**

All correspondence, documentation and information provided by SSMHC staff to any Proponent or prospective Proponent in connection with, or arising out of this RFP, the Services or the acceptance of any Proposal:

- a. is and shall remain the property of SSMHC;
- b. must be treated by Proponents and prospective Proponents as confidential; and
- c. must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Agreement.

Each proponent is required to sign the Confidentiality Statement provided and submit it with their final proposal, which is included in *Appendix "A"*

### **7.18 Publicity**

The Proponent and its affiliates, associates, third-party service providers, and sub-contractors shall not release for publication any information in connection with this RFP or any Agreement without prior written permission of SSMHC.

### **7.19 Indemnification**

Contracted Entity shall indemnify and hold harmless SSMHC and their respective officers, directors, agents and employees, and each of them, from and against claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to, the Contracted Entity's performance of the Services.

### **7.20 Confidentiality**

The Contracted Entity shall treat as confidential all information of any kind which comes to the attention of the Contracted Entity in the course of carrying out the Services and shall not disseminate such information for any reason without the express written permission of SSMHC.

**APPENDIX "A"**

**PROPOSAL SUBMISSION FORM 1/3**

We have carefully examined all documents issued as part of this RFP and have a clear and comprehensive knowledge of the requirements, terms and conditions of this RFP.

We acknowledge receipt of \_\_\_\_\_ addendums.

Proposal Submitted by:

Proponent: (Full Legal Name) \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature of Authorized Officer: \_\_\_\_\_

Name: \_\_\_\_\_  
*(I have authority to bind the Corporation, Company, or Partnership)*

Signature of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

A witness signature is required only when the Proponent is not a Corporation.

**APPENDIX “A” Cont.’**

**PROPOSAL SUBMISSION FORM 2/3**

Content	Required	
	YES	NO
1. Provide a description of the affordable housing redevelopment plan for the property located at 212 St Georges Avenue West in Sault Ste. Marie Ontario.	<b>X</b>	
2. “As is” purchase price	<b>X</b>	
3. Number of affordable units/rooms to be offered	<b>X</b>	
4. Duration units/rooms will remain affordable (minimum 20 years)	<b>X</b>	
5. Rental rates	<b>X</b>	
6. How many units/rooms will be considered for tenancy from the Sault Ste. Marie Social Housing Centre Application Waitlist		<b>X</b>
7. Provide an expected date for occupancy of units.	<b>X</b>	
8. Experience successfully implementing similar projects or initiatives.		<b>X</b>

**APPENDIX "A" Cont.'**

**CONFIDENTIALITY STATEMENT FORM 3/3**

As an authorized representative or corporate officer of the company named below, I warrant myself/my company and its successors, assigns, trustees, directors, officers, employees and agents will not disclose any documents or information made available to us by the DSSMSSAB for the purposes of responding to this RFP or in conjunction with any contract arising therefrom. I warrant that only those successors, assigns, trustees, directors, officers, employees and agents who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided to us by the DSSMSSAB will be returned to the DSSMSSAB promptly after use, and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include with the returned materials a letter attesting to the complete return of the materials, and document the destruction of any copies of derivations. Failure to comply will subject this company to liability, both criminal and civil, including all damages to the DSSMSSAB and third parties. I authorize the DSSMSSAB to inspect and verify the above. I warrant that if my company is awarded this contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the DSSMSSAB that such third party has an agreement with the DSSMSSAB similar in nature to this one.

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Name of Representative/Company Name

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Signature of Representative

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Date