

Request for Proposal

Sault Ste. Marie Multi-Use Community Centre (SSMMCC)

UPDATED VERSION

APRIL 3, 2017

Addenda

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Submission Deadline: April 14, 2017

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1.0 Introduction

The Sault Community Information and Career Centre's (SCICC) mission is to assist job seekers from diverse backgrounds to attain sustainable employment and integrate into the labour market. We achieve this by providing outstanding employment and settlement services, linking employers to skilled employees and collaboratively building strong networks and community partners. Our vision is to be the indispensable resource in the district of Algoma for: developing a skilled and diverse labour force; creating innovative opportunities and partnerships; ensuring sustainable employment and providing comprehensive settlement services. As an organization, we value and respect the uniqueness of each individual, including our customers, our employers, our community partners, and ourselves. We strive to provide every guest with tailored customer service and an exceptional client experience.

Due to the exciting expansion of the SCICC's programming, however, the Organization is facing constraints in physical space and associated infrastructure. To ensure that we continue to deliver high quality services to the community, the SCICC is beginning the process of seeking additional physical space.

- Partner on the delivery of existing and future programming
- Foster employment readiness through programming and community networking
- Build essential skills through programs such as Language for Work, and LINC
- Centralized services for the residents of Sault Ste. Marie and area
- Generate economic benefits for the community

2.0 Objective

The Sault Community Information and Career Centre (SCICC) is seeking to establish a lease agreement for suitable premises to house a multi-purpose community centre within the city of Sault Ste. Marie. The project will provide a base for job readiness programs for newcomers and local citizens, community events, and working space for social enterprises and creatives. The project seeks to link local social service networks to support economic growth and development. The total output will ultimately support to create outstanding employment and settlement services, linking employers to skilled employees and collaboratively building strong networks with community partners.

The successful proponent shall prepare to meet SCICC's target occupancy date of July 10th 2017.

3.0 Key Considerations

3.1 Premises

SCICC is seeking 4000 usable square feet of office space. SCICC has determined this to be the minimum rentable square footage needed for its existing staff complement, it would be desirable if the location could provide capacity for at least three office personnel, of 100 square feet each. In addition to office space, SCICC also requires parking, minimum of 15 spaces, two of which must be wheelchair accessible adjacent to the building. The space will be required to have a fully functioning kitchen with adequate space for teaching and learning, a reception/common area, and separate meeting rooms at 300 square feet each. Each room and open space will be required to have access to multiple electrical outlets. Additionally, the space should be free of contaminants such as mould, excessive dust, pests, or other relevant contaminants that would interfere with a healthy and safe environment.

3.2 Location

SCICC is seeking premises within the town limits of Sault Ste. Marie, Ontario. The location should be easily accessed by bus route, and preferably located in the downtown area. Downtown parameters as defined by the Sault Ste. Marie Downtown Association, from Pim Street to Dennis Street. (<http://saultdowntown.com/>)

3.3 Lease Term/Rate-square ft

SCICC is seeking a first lease term not to exceed \$ 15.00 per square ft. until July 10th, 2017 with provision for a minimum of one year renewals.

3.4 Lease Agreement

SCICC is seeking a full service lease whereby the landlord is to provide all services for SCICC occupancy throughout the lease term(s). With this full service lease (also commonly referred to as gross lease) arrangement, SCICC is seeking an “all-in-one” price, i.e. an annual rental price.

For purposes relating to this RFP, “expenses” shall normally include:

Operating Expenses:

- taxes (property and business occupancy);
- maintenance;
- insurance;
- salaries;
- utilities;

- capital cost for repairs and replacement of roof and components; as well as capital cost of driveways and building systems; and
- any other similar items paid in connection with the operation of the proposed premises.

Further and specific to proposed premises which have capacity to house multiple tenants, common area maintenance shall normally include the cost of maintaining:

Maintenance:

- parking areas (including snow removal);
- walkways (including snow removal);
- landscaped areas (exterior and interior);
- janitorial, waste disposal, snow removal and (if applicable) lawn care services;
- building electrical, heating/ventilation, air conditioning, plumbing and draining; and
- any other similar areas or services requiring maintenance in connection with shared space.

Administration fees shall neither be considered nor paid by SCICC in a lease arrangement with the successful proponent.

3.5 Space Readiness

SCICC is seeking a build-to-suit, i.e. “turnkey”, arrangement whereby the landlord will construct the office space to meet the specific requirements of SCICC.

3.6 Penalties for Late Occupancy

Penalties for Late Occupancy SCICC has identified a target occupancy date of July 1, 2017. This date or a later occupancy date as agreed upon between SCICC and the successful proponent shall be identified in a lease agreement resulting from this RFP. The lease agreement shall provide that in the event that the successful proponent does not meet the agreed upon occupancy date, the Total Annual Rent will be subject to a reduction of one month’s rent assessed as of the agreed upon occupancy date plus an additional reduction equal to one month’s rent will be assessed for each full 30-day calendar period by which the actual occupancy date exceeds the agreed upon occupancy date identified in the lease agreement. Total Annual Rent due to the landlord for year one shall equal Total Annual Rent less accrued “late occupancy” reductions

4.0 Proposal Requirements

Certain clauses in this section are emphasized by the terminology must/shall and will be evaluated on a weighted criteria scheme. A proposal shall be disqualified from further consideration if any response to a MUST clause is not supported by proper and adequate detail as or is deemed by the evaluators to be unsatisfactory. All other clauses will be evaluated in accordance with the criteria described in this section and rated according to an evaluation

scheme. All Mandatory items in Section 4.1 must be addressed. Failure to address any one of these items will result in the proponent being disqualified. Proponents are expected and encouraged to prepare their response in a format which adheres to the numbering as presented in Sections 5.1 through 5.4.

4.1 Mandatory

Specific to provision of office space for SCICC, the following are mandatory requirements:

4.1.1 Proponents must include a Pricing Response with their proposal in a separate sealed envelope.

4.1.2 Proponents must provide a statement confirming that any and all terms and conditions associated with their Pricing Response will not be altered during the initial term of the lease.

4.1.3 Proponents must provide evidence of (or evidence of ability to secure) insurance coverage insuring against.

4.1.3.1 Loss or damage by fire, lightning, storm and other perils that may cause damage to the proposed premises or the property of the proponent in which the proposed premises are (or are to be) located as are commonly provided for as extended perils coverage or as may be reasonably required and obtained by the proponent. The insurance policies are to provide coverage on a replacement cost basis in an amount sufficient to cover the cost of all signs and leasehold improvements.

4.1.3.2 Liability for bodily injury or death or property damage sustained by third parties up to such limits as the proponent as landlord deems advisable; and

4.1.3.3 Rental income protection insurance with respect to fire and other perils to the extent of one year's rent payable. Adherence to Fire Codes and regulations are mandatory under the law: (<https://www.ontario.ca/laws/regulation/r07213>)

4.1.4 Proponents must complete and adhere to the Admission Requirements under Section 4.2

4.1.5 Location must be accessible according to the AOD guidelines (<http://www.aoda.ca/>)

A summarized list of required information and proponents is referenced in **Section 6.3**

4.2 Administrative

The following are administrative requirements:

4.2.1 A hardcopy of the proponent's full business registration profile as published on the (Ontario) Business Registry website. This should be the complete profile, showing all

registration details, including (i) the company's legal name as appropriate for using in a potential lease agreement, (ii) the business registration number, (iii) the current status of registration at the time of your proposal submission and (iv) the most recent registration renewal date. If your registration is not in good standing (status of 'active'), describe your plan to correct this should your company be selected for a lease emerging from this RFP;

OR Alternately, if your company is not registered in Ontario, describe your plan to become registered in Ontario should your company be selected for a lease agreement emerging from this RFP. If located outside Ontario, the proponent should be prepared for SCICC to request evidence of equivalent registration in the proponent's own jurisdiction, as part of the evaluation. If the proponent is unable to provide it, this may adversely impact any potential award.

4.2.2 The name, title, address, phone number and/or email address of the person(s) who will be legally responsible for all contractual and financial issues which may arise as a result of responding to this RFP.

4.2.3 The name, title, address, phone number and/or email address of the person duly authorized by the proponent to respond to SCICC on all matters related to the content of the response to this RFP. If same as response to 4.2.2, you may indicate "SAME".

4.2.4 Provide written submissions from two (2) business tenant references. The written submission from each reference should include:

4.2.4.1 key contact information, including name, title, phone number and/or email address; AND Where a proponent is currently leasing or has recently leased premises to a business tenant, the written submission from each reference should include:

4.2.4.2 a brief description of the lease services provided by the proponent; and

4.2.4.3 an indication as to whether or not the lease services provided were satisfactory with respect to quality, timely response to issues, issue resolution, price, etc. OR Where a proponent has not previously leased premises to a business tenant, the written submission from each reference should include:

4.2.4.4 a brief description of their relationship to the proponent; and

4.2.4.5 an opinion which speaks to the general character and aptitude of the proponent to provide lease services.

4.2.5 The proposal format reflects substantial adherence to instructions provided.

4.3 Technical Response

4.3.1.1 Provide a detailed description of the proposed premises, including civic address, approximate age and type of structure, total floor plate square footage, floor load capacity, ceiling height(s), exits, stairwells, backup power, heating, communication capabilities, ventilating and air conditioning (HVAC) systems, smoke/carbon monoxide detectors, fire extinguishers, sprinkler and/or other fire suppression systems, first aid, eyewash and any other safety stations, recent construction and/or common area improvements, elevator capacity and speed (if applicable), indoor and outdoor security measures/surveillance devices, outdoor yard surface (e.g. gravel, pavement), available space for parking, access to major thoroughfares, and on the SSM bus transit route, and any other details you wish to disclose. Photos, floor plans and parking area traffic flow diagrams (e.g. showing entry and exit) should be included. Appropriate lighting should be addressed and adhered to. (<https://www.canada.ca/en/employment-social-development/programs/laws-regulations/labour/interpretations-policies/039.html>)

4.3.2 Provide a preliminary design layout, where preference shall be given to proposals which present a single floor fully accessible design layout.

4.3.3 Provide a detailed timeline which clearly presents key tasks and milestones, including start and completion dates to achieve all specifications, and in consideration of the occupancy date identified in Section 2.0. Dates may be inserted in terms of weeks (e.g. Week 6) rather than calendar dates.

4.3.4 Provide a detailed description of experience and capabilities. Experience with previous or existing comparable lease service agreements should be highlighted in a response. Capabilities may relate to existing business activity or activities which may support/complement your capacity as a landlord, including but not limited to availability of human and capital resources, experience with build-to-suit or leasehold improvement arrangements, capacity to accommodate tenant business growth/expansion, etc. Also, describe any similarities or differences with respect to current lease service agreements which may be of benefit or present a challenge if selected as a lease service provider for SCICC.

4.4 Pricing Response

Responses for this section must be provided in a separate sealed envelope clearly marked “Pricing Response”.

The Pricing Response must indicate/show:

- The proposed Initial Term of the lease;
- The Rentable Square Footage – presented as the useable square footage of the proposed premises which meets or exceeds requirements in Appendix B (excluding any pro-rata share of building’s common areas);

All prices contained within the Pricing Response shall be shown exclusive of HST.

5.0 Proposal Submission Procedures

5.1 Closing Date/Timeline

Timeline:

- March 29th 2017- Release of RFP
- April 10, 2017 at 4 pm – Submission date
- May 10, 2017 - Inform successful applicant by 4 pm
- July 1st, 2017- Move in

Proposals must be received at the address below by 4:30 on April 24th, 2017, and shall be delivered by regular mail, courier or in person to:

Karol Rains, Executive Director
Sault Community Information and Career Centre
503 Queen Street East
P6A 2A2
Canada

All proposals delivered by regular mail, courier or in person must be sealed and clearly marked “Proposal – Office Space for SCICC”. Proposals received after the closing date and time will not be considered. Proposals received via fax or email will not be considered.

5.2 Format

Proposals are to be submitted in a format which adheres to the numbering as presented in Sections 5.1 through 5.4 inclusive. One double-sided print unbound original, clearly marked ORIGINAL, and two double-sided print bound copies clearly marked COPY must be provided.

5.3 Disqualification

Proposals should be concise and must address all mandatory (MUST) requirements detailed in this RFP document. Failure to do so will cause the proposal to be deemed noncompliant and therefore immediately disqualified. Disqualified proposals shall not receive further consideration.

5.4 Addenda

Any interpretation or change in the RFP document prior to the closing date will be made by written addendum, which will be numbered, dated and sent to all known proponents via email.

These addenda shall become part of the RFP document. It is the responsibility of the proponent to ensure that he/she has received all addenda or other instructions issued by SCICC during the RFP open period.

5.5 Clarifications

Clarifications requested by a proponent must be submitted to the email (karol.rains@saultcareercentre.ca) not less than 3 business days prior to the RFP closing date. Clarifications requested less than 3 days prior to the closing date cannot be guaranteed a response. Verbal requests for clarification will not be entertained. Significant clarifications will be made in the form of addenda which will be sent to all known proponents by email.

5.6 Ownership of RFP Responses and Access to Information

All documents, including RFP responses, submitted to SCICC become the property of SCICC and are potentially subject to disclosure under the Ontario Freedom of Information and Protection of Privacy Act or otherwise. By submitting a proposal, the proponent thereby agrees to public disclosure of its content. Any information the proponent considers ‘personal information’ or ‘confidential information’ because of its proprietary nature should be marked as “confidential” and will be subject to appropriate consideration but cannot be guaranteed protection from disclosure. SCICC maintains the right to make additional copies of all responses for its internal evaluation process and provide copies to the Evaluation Committee, staff, advisors, or other entities which may support the Evaluation Committee. The proponent acknowledges that any lease entered into pursuant to this RFP is a public document.

6.0 Proposal Evaluation Procedures

6.1 Opening

All proposals will be opened at noon on April 20, 2017 at the offices of the SCICC in accordance with any advertisement or other information supplied with this RFP document.

6.2 Evaluation Committee

6.2.1 An Evaluation Committee comprised of staff, SCICC Board Members and potentially others shall evaluate the proposals. The Evaluation Committee will evaluate potential landlords as objectively as possible, with measures put in place to ensure adequate objectivity. To assist in the evaluation of the responses, the Evaluation Committee may, but is not required to:

- Conduct reference checks relevant to the proposal with any or all of the references cited in a response to verify any and all information regarding a proponent and rely on and consider any relevant information from such cited references in the evaluation of responses; and/or

- Conduct any background investigations that it considers necessary in the course of the evaluation process and consider any relevant information resulting in the evaluation of responses; and/or
- Conduct site inspections of the proposed premises cited in a response prior to final evaluation of a proponent's Technical Response and rely on and consider any relevant information from such site inspections in the evaluation of responses.

6.2.2 SCICC reserves the following rights:

6.2.2.1 To reject any proposal not meeting the requirements as outlined in the RFP document;

6.2.2.2. To reject any or all proposals if deemed unsatisfactory; and

6.2.2.3. To enter into negotiations with another of the proponents submitting a proposal prior to a final award.

6.3 Scoring

The Evaluation Committee shall evaluate all submissions against a uniform set of Proposal Evaluation Criteria. The proposals will be evaluated using the following process:

Step 1: Verify each proposal is compliant with the Mandatory Criteria identified in Section 4.1. Any proposal that does not meet the Mandatory Criteria will be disqualified at this step and shall receive no further consideration.

Step 2: For all proposals meeting the Mandatory Criteria, each will undergo a preliminary evaluation of the Administrative and Technical Response criteria, specifically 4.2.1 through 4.2.5 inclusive and 4.3.1 through 4.3.5 inclusive. A weighted scoring scheme will be used to evaluate each application as follows:

CRITERIA	WEIGHT
Downtown area (reference section 3.2)	15
Close to bus routes (reference section 3.2)	15
Rental fee is inclusive of all costs (reference section 3.4)	10
AODA accessible (reference section 3.1)	MUST
Certified Fire Regulations approved (reference section 4.1.3.3)	MUST
Maintenance (reference section 3.4)	10

Appropriate Electrical, HVAC and Plumbing certified services approved (reference section 4.3)	MUST
Parking and Accessible Parking (reference section 3.1)	MUST
Proficient lighting (reference: section 4.3.1.1)	10
Security system	10
Clean and fresh space, no contaminants (reference section 3.1)	MUST
Reference check available	MUST
Total space including common area (reference section 3.1)	20
Business Kitchen (reference section 3.1)	10
TOTAL	100%

Any ‘Pricing Response’ that does not comply with Section 4.4, i.e. missing information or not presented as per instructions, shall be disqualified.

All compliant Pricing Responses will be evaluated as follows: All Pricing Responses will be assessed on the proposed square footage rate (exclusive of HST).

Step 3: The proposal achieving the highest score for Administrative and Technical Response criteria plus Pricing Response shall be deemed the preferred proposal. The Evaluation Committee shall conduct its business in a non-partisan and objective manner at all times.

6.4 Notification

The successful proponent shall be notified by email or regular mail of the acceptance of their proposal following completion of the proposal evaluation process.

6.5 Awarding of Lease

The awarding of any lease as a result of this RFP shall be at the sole discretion of SCICC. SCICC reserves the right to either award a lease to the most effective proponent as determined by the evaluation criteria or not to make an award if none of the proposals received represents an acceptable level of value and risk in the opinion of the Evaluation Committee.

In the event that SCICC and a successful proponent are unable to finalize and enter into a lease agreement within thirty (30) days of SCICC notifying the proponent that it was a successful proponent, SCICC shall have the right at its discretion to enter into negotiations with the next

highest scored proponent for the award of a lease and SCICC shall have no other responsibility to the original successful proponent with whom a lease agreement could not be finalized.

7.0 Disclaimer

This RFP document does not constitute an offer, nor promise to offer to enter into any business agreement or relationship, nor should any intent to enter into a lease agreement or relationship be construed. It is a guidance document to assist proponents in preparing proposals to provide office space for SCICC. SCICC reserves the right to reject any or all proposals or to accept any proposal which it may consider to be in its best interest. SCICC also reserves the right to waive formality, informality or technicality in any proposal of a non-material nature. SCICC reserves the right to cancel this RFP at any time. This RFP implies no obligation on SCICC to accept any proposal submitted. SCICC shall not be responsible for any costs incurred by proponents in preparing a response to this RFP document or by participating in this RFP.

THIS IS A REQUEST FOR PROPOSAL AND NOT A TENDER CALL