

BAND OFFICE B

Listuguj Mi'gmaq Government



Listuguj
MI'GMAQ GOVERNMENT

Request for Proposal

Date	September 27, 2023	
Closing Date	October 19, 2023 - 10:00 AM Atlantic time	
Approved by	Bassem Abdrabou, P.Eng, M.A.Sc	Chief Executive Officer
Prepared by	Jessica Hottot	Assistant Director for Capital and Infrastructure

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PART 1. INFORMATION AND INSTRUCTIONS TO BIDDERS

1.1 OBJECTIVES

Obtain proposals in compliance with LMG tender policy from interested consultant firms to carry-out the detailed design, Cost Estimates, Contract Documents and Tender administration/supervision fees for the Band Office B Project in Listuguj, Quebec.

1.2 BRIEF PROJECT OVERVIEW

The Listuguj Mi'gmaq Government (LMG) intends to construct a new Band Office Building to include various LMG directorates and the Chief and Council chambers.

1.3 THE OWNER REQUIREMENTS

The building shall include the following:

- Section 1
 - Office of the Chief and Council (OCC)
- Section 2
 - Finance
 - Administration (IT & Comms)
- Section 3
 - HR
 - Executive Office
- Common areas
 - Such as reception, entrances, meeting rooms, corridors, kitchens, bathrooms, service/ utility rooms, etc.
- External Area
 - Visitor Parking area
 - Staff Parking area
 - Courtyards

1.4 Potential Site Location

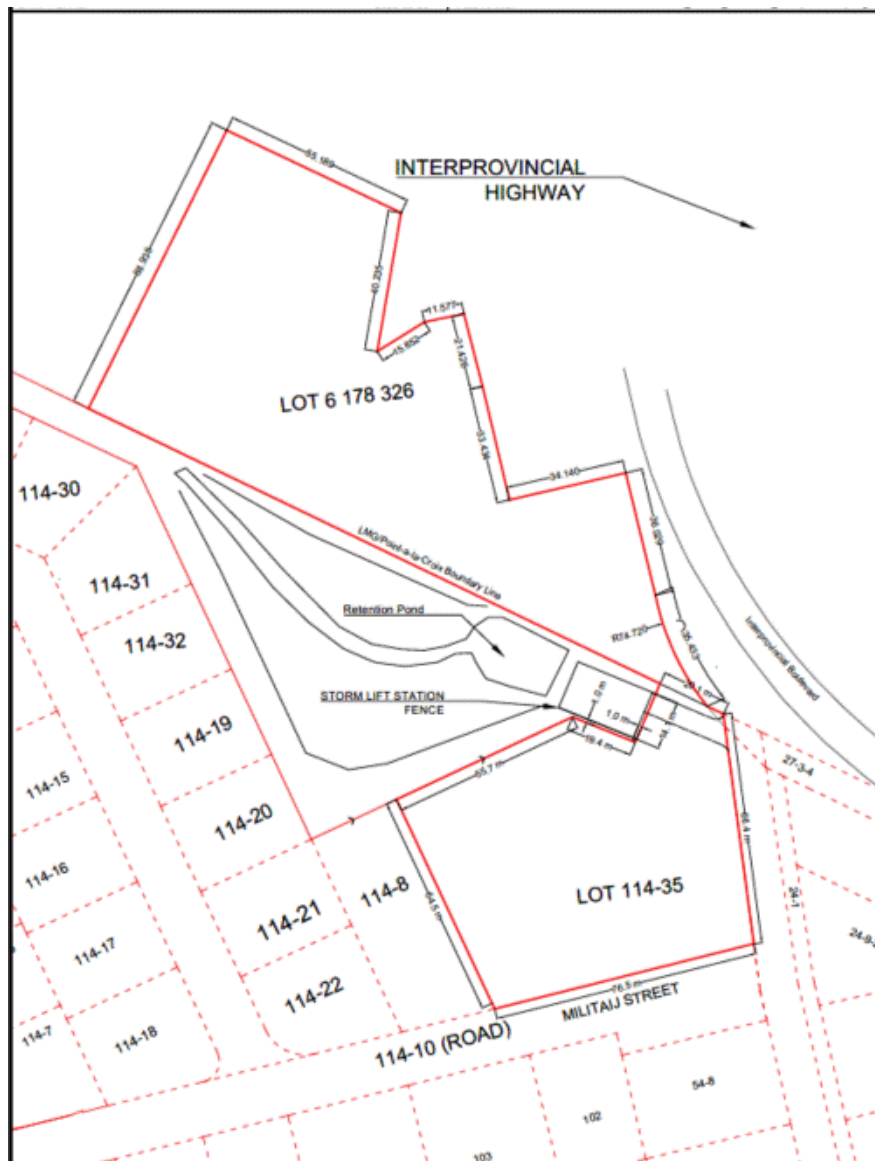


Figure 1 shows the potential layout location for the project.

- ❖ Bidders to note that the proposed layout/areas are indicative and for information only, it is the Bidders/Consultant responsibility to develop a fit for purpose design which complies with all Authorities' Regulations, Laws, National Standards and Building Code
- ❖ It is also the responsibility of the consultant to verify if the land location is suitable for the project or other land/location is required.
- ❖ No claim shall be made against the Owner for misinterpretation of this information.

1.5 SCOPE OF WORK

The scope of work will be divided into 3 stages:

1. Develop concept plan options for review, comments, and approval.
2. Detailed Design Package/Contract Documents
3. Tender Administration and Site Supervision

For more details, refer to the Bill of Quantity (BOQ) Form, which is available in "Part 3: BID FORMS"

It is possible that some items on the bidding slip may be partially or completely removed from the tender. Following the opening of the proposal the Bidder must take this into account in preparing its proposal. This modification shall not give rise to any claim on the part of the Bidder.

1.6 ACKNOWLEDGMENT

Any firm interested in submission of its proposal must send an e-mail to the Chief Executive Officer and Assistant Director for Capital and Infrastructure (refer to section 1.27: Communications), to acknowledge that they have received the RFP documents and to ensure that all the addendums have been received.

1.7 BID SUBMISSION FORM AND CONTENT

Bidders must demonstrate that they have sufficient capacity to manage and perform all consulting services and produce all the required deliverables within the project schedule/Bidder's Schedule.

The Bidder's proposal must be submitted in a sealed envelope and clearly identified using the identification labels provided in "Part 3: BID FORMS", and shall include (but not limited to) the following documents:

1. The Bidder's presentation document to evaluate the proposal quality.
2. The Bidder's Experience in previous and similar projects
3. The experience of the proposed team
4. Methodology and project organization
5. Insurances as explained in "Part 2: ADMINISTRATIVE CLAUSES"
6. Commitment to start design upon award of contract and to meet the schedule outline in the Request for Proposal (RFP) documentation.
7. Contact Person for the purpose of RFP.
8. Quotation for the Professional Service agreement as explained in the scope of work, Bill of Quantity form is provided in "Part 3: BID FORMS"
9. Signed Schedule of hourly rates.

The Bidders shall ensure that all Addendums are included and considered in their submission.

1.7.1 Submission Cover Page:

A copy of the identification label is available in "Part 3: BID FORMS". No other information should appear on the envelope.

The Bidder must ensure that its proposal is signed and dated by the receiver. If a submission is not duly signed and dated by the person responsible for receipt proving the date and time of receipt, it will not be opened and automatically rejected.

All submissions shall be in English language.

The above requirements are mandatory. Non-compliance to these requirements may result in disqualification of the relevant Bidder.

1.7.2 Digital submission of Tender:

LMG is accepting both digital and paper submissions. Submissions must be sent to the following emails prior to the closing date of the tender. Digital submissions will not be accepted if submitted at any time following the tender close time and date. The same submission content and documents are required for digital submission.

Chief Executive Officer - Bassem Abdrabou

E-mail: bassem.abdrabou@listuguj.ca

Assistant Director – Jessica Hottot

Email: Jessica.hottot@listuguj.ca

Project Coordinator – Jarvis White

E-mail: Jarvis.white@listuguj.ca

1.8 PROPOSAL VALIDITY PERIOD

The proposal validity period is sixty (60) calendar days from the proposal opening date indicated in this document. Any Bidder who, at the end of the proposal validity period, has not been notified in writing by the Owner that its proposal has been accepted may withdraw it at the end of that period.

The Owner reserves the right to use the entire validity period of the bids to analyze the bids and to award or not the contract.

The Owner does not undertake to accept either the lowest price or any of the tenders received.

1.9 SIGNATURE OF THE SUBMISSION

The proposal forms must be duly signed by the Bidder's authorized representative(s). The latter must initial all pages of the submission form.

If the Bidder is a company not incorporated by law, all partners or a proxyholder authorized to do so by notarial or private power of attorney must sign the proposal. In the latter case, the signature of the power of attorney must be attested by a person authorized to receive the oath.

If the Bidder is a company or corporation, the proposal must be accompanied by a certified copy of a resolution of the Board of Directors authorizing the appropriate persons to prepare and sign the proposal and any other documents required by the Owner. The resolution must contain the full names and functions of these persons recognized by the company.

1.10 PRICES

All proposal submissions should be a fixed price.

The tendered fixed prices are fixed for the entire duration of the contract.

The submitted fixed prices include labour, expertise, subcontractors, reproduction, and printing costs provided by the Bidder and, in general, all costs to be incurred in carrying out the mandate as well as profits, overheads, taxes and all other related expenses, excluding the federal goods and services tax (GST) and the Québec sales tax (QST).

In the event of an error or omission, the Owner shall reconstruct the Bidder's proposal form as follows:

- If the proposal is composed only of fixed prices, the total amount of the proposal must equal the sum of these prices.
- In the event of an addition error to establish the total amount of the proposal, the sum of the totals of the various items prevails.

1.11 COST OF PREPARING THE BID

The Bidder is not entitled to any compensation for any costs incurred in preparing its proposal or obtaining the tender document.

1.12 TRANSMISSION

Digital and Paper proposal are both accepted. Paper proposals must be submitted in two (2) copies: **one (1) original** and one (1) legible copy and must be in ink or typed on the "SUBMISSION FORM" provided in "Part 3: BID FORMS" and signed separately by the Bidder.

1.13 PLACE OF SUBMISSION

Paper submissions shall be submitted to:

Capital and Infrastructure
44 Dundee Road, Listuguj, Quebec
GOC 2R0
Phone: (418) 788-3022

Digital submissions shall be emailed to:

Chief Executive Officer - Bassem Abdrabou
E-mail: bassem.abdrabou@listuguj.ca
Assistant Director of Capital and Infrastructure – Jessica Hottot
Email: Jessica.hottot@listuguj.ca
Project Coordinator – Jarvis White
E-mail: Jarvis.white@listuguj.ca

1.14 BID SUBMISSION CLOSING DATE AND TIME

All Submissions should be received before 10:00 AM Atlantic time on October 19, 2023.

No Submissions will be received after this time.

1.15 CORRECTION AND WITHDRAWAL OF A SUBMISSION FILE

The Bidder may correct, amend, or withdraw its proposal only by sending written notice to that effect in a clearly identified envelope addressed to the Owner, before the closing time and date set for receipt of bids, without alienating its right to submit a new proposal within the time set. To be valid, this notice must be signed by the same person who completed the submission.

However, the Bidder may not modify or withdraw its proposal after the proposal opening time and during the entire proposal validity period.

1.16 RECEIPT AND OPENING

Submissions will be opened following the submission closing date and time. Bidders will be disclosed by the Owner's representative.

1.17 PRESENTATION

The Bidder must submit a proposal that complies with all the requirements of the bidding document and addenda. Any deletions or corrections made to the submission form must be initialled by the person(s) authorized to sign the submission.

The submission must be submitted in English.

1.18 BID ANALYSIS

The Owner and its representatives will review the proposals received by verifying the eligibility of the Bidders and the compliance of their proposal.

The evaluation committee will carry out the evaluation of the proposals based on the factors mentioned in the "BID EVALUATION". The committee will determine, in a private open discussion, the extent to which each proposal meets the requirements of the established criteria and will evaluate them based solely on the information they contain. It is therefore essential that the Bidder develops, in a precise and orderly manner, in its presentation document, the elements of response to the criteria established by demonstrating for each of them what makes it capable of carrying out the mandate.

1.19 BID EVALUATION

The Owner will be solely responsible for the decision and selection of the successful proposal, the Owner reserves the rights to accept any or all parts of the proposals. The Bidders will be evaluated based on the following criteria.

1. Bidders experience in previous and similar projects specially with Mi'gmaq First Nation, Bidder's project management and technical team and Bidder's experience with Federal/Provincial government regulations.....15%
2. Price evaluation.....75%
3. Timeline evaluation..... 10%

All Bidders to note that all proposals should be prepared and will be evaluated based on LMG tender policy.

1.20 PROHIBITION COMMUNICATING WITH MEMBERS OF THE EVALUATION COMMITTEE

A Bidder may not, in any way, attempt to contact the members of the evaluation committee to influence them on the bidding process and its proposal.

1.21 ACCESS TO INFORMATION

The Owner reserves the right to communicate to others the information contained in the "SUBMISSION FORM" provided in "Part 3: BID FORMS.

1.22 ESSENTIAL DOCUMENTS TO BE INSERTED IN THE TENDER ENVELOPES

Before submitting its proposal, the Bidder must ensure that it has inserted the following documents in the envelopes:

1. Submission form
2. Bidder's presentation
3. Quotation; Bill of Quantities
4. Bidder's Schedule
5. Resolution of the Board of Directors authorizing the appropriate persons to sign the proposal and any other document required by the Owner.
6. Certificate of the Bidder's of Probity
7. Proof of civil and professional liability insurance
8. Signed Schedule of Hourly rates
9. Commitment letter to start design upon award of contract and to meet the schedule outline in the RFP documentation.

Note: All Addendums must be listed in the Addendum Schedule found in the Submission Form (page 1/5)

For each of the required documents, the Bidder must comply with the specific requirements of the tender documents.

All forms are provided in "Part 3: BID FORMS" and should be signed by the authorized person.

1.23 ACCEPTANCE AND REJECTION OF BIDS

The Bidder must ensure that the proposal it submits complies with the requirements of this document, as any of the following defects could result in the rejection of the proposal:

1. Absence of any of the essential documents required.
2. Absence of signature of the authorized person(s) on an essential document to be signed.
3. Any deletions or corrections made to the prices submitted and not initialled by the authorized person.
4. Any conditional or restrictive submission
5. Failure to comply with the place, date, and time limit set for the receipt of proposals.
6. Failure to comply with any other conditions indicated as essential in the tender document.

Any proposal that is deemed unbalanced or does not contain all the information required to analyze and compare proposals may be rejected.

1.24 DISCONTINUATION

The Owner reserves the right to discontinue this RFP at any time either before or after the completion of the evaluation process.

1.25 COMPLIANCE WITH APPLICABLE LAWS, RIGGING, INFLUENCE PEDDLING AND CORRUPTION

The Owner intends to take appropriate measures to fight intimidation, influence peddling and corruption.

By filing the duly signed "Certificate of the Bidder's Probity" form available in "Part3: BID FORMS", the Bidder certifies that it has not engaged in any acts of intimidation, influence peddling, collusion, corruption or arrangement with a competitor that are contrary to the Competition Act (R.S.C. 1985 c. C-34) issued by the federal government, including the prices, methods, factors or formulas used to establish prices, the decision to submit or not submit or withdraw a proposal, and the submission of a proposal that does not voluntarily meet the specifications of the call for tenders.

1.26 COMPLIANCE WITH BUILDING CODE

All Bidders must comply with the latest version of the National Building Code of Canada including (but not limited to) all applicable federal, provincial, municipal, and/or territorial laws.

1.26.1 LIST OF SUBCONTRACTORS

The Bidder's proposal must be accompanied by a list of subcontractors it intends to use to carry out the mandate.

Before signing the contract, the Owner requires the selected Bidder to provide a complete list of all subcontractors with whom it has agreed to entrust part of its work and the prices submitted for each of them, refer to "SUBMISSION FORM" provided in "Part 3: BID FORMS"

1.27 COMMUNICATIONS

All correspondences and inquiries to be sent to the Project Coordinator – Jarvis White

E-mail: Jarvis.white@listuguj.ca

Copied to the Assistant Director of Capital and Infrastructure – Jessica Hottot

E-mail: jessica.hottot@listuguj.ca

Chief Executive Officer – Bassem Abdrabou

Email: bassem.abdrabou@listuguj.ca

Response to inquiries will be sent to all Bidders for a fair evaluation process.

PART 2. ADMINISTRATIVE CLAUSES

2.1 DEFINITIONS

- **RFP**

Request for Proposal

- **The Contract**

Includes all the tender documents and all addenda sent to the Bidder, the proposal documents submitted to and accepted by the Owner, the documents establishing the conditions of such acceptance and entrusting it with the execution of the entire mandate.

The Contract shall be subject to all applicable federal, provincial, municipal, or territorial laws.

- **Addenda/Addendum**

Amend in the tender documents before the tender submissions' opening.

- **Letter of Award**

The document by which the Owner awards the contract to the Bidder.

- **The Owner**

Listuguj Mi'gmaq Government (LMG)

- **LMG**

Listuguj Mi'gmaq Government

- **Mandate**

Functions or charges entrusted by the Owner to the Agent or Tenderer to carry out the tasks described or expected as detailed in the "Scope of works and Deliverables" and BOQ form.

- **Project Manager**

The person responsible for the execution of the contract from the Owner side.

- **The Bidder**

The interested Consultant Architect/engineering Firms in submission of their Proposal/proposal for the design and supervision of the project.

- **The Consultant**

The successful Bidder which entered into agreement with the Owner to provide the professional service agreement described in the “Scope of works and deliverables”.

- **Bid/ Proposal**

The Bidders priced offer to the Owner for the performance and completion of the works and remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance.

2.2 INTERPRETATION

The Owner's obligations and liabilities to the Bidder are defined in the contract. The Owner does not assume any obligation or liability that is not formally mentioned in this contract document.

The contract documents complement each other and shall be interpreted in the following order:

1. Contract
2. Addendums
3. Submission Form
4. Information and instructions to Bidders
5. Administrative clauses

2.3 PLACE OF AWARD OF THE CONTRACT

The district where the Owner's place of business is located.

2.4 INTELLECTUAL PROPERTY

The Bidder acknowledges that any intellectual or material works it designs or produces on behalf of the Owner under the Contract are the sole property of the Owner. He hereby assigns all his intellectual property rights in the works produced under the contract in addition to waiving all his moral rights to the Owner. He also undertakes not to use them without the Owner's authorization and, when required by the Owner, to sign any document confirming his exclusive Ownership rights over such works.

2.5 CONTRACT SCOPE

The scope of the contract is defined in “Scope of works and deliverables” and detailed in the BOQ Form, which is available in “Part3: BID FORMS”

2.6 AVAILABLE DOCUMENTS

Available documents are for information only. It is the Bidder's/Consultant responsibility to provide a fit for purpose design which complies with all Authorities’ Regulations, Laws, National Standards and Building Code.

No claim shall be made against the Owner for misinterpretation of these documents/plans.

2.7 KNOWLEDGE OF PROJECT SITE

The Bidder shall visit the proposed site and have full knowledge of its nature, importance and geographical location, the works to be carried out, and must consider in preparing its proposal all provisions, circumstances, general and local conditions that may affect the execution and price of the works, as well as the time required for the execution of the works.

2.8 LAWS AND REGULATIONS

The Bidder must comply with all regulations, laws, and orders in council of federal, provincial, or municipal governments and agencies that apply to the work it performs.

2.9 PERMITS AND AUTHORIZATIONS

The Bidder must obtain all permits and certificates of authorization required to carry out the described works.

2.10 TAXES

The Owner is exempt from the Goods and Services Tax (GST) and the Quebec Sales Tax (QST) since the work site is in an Aboriginal community.

Therefore, the prices presented in the bidding form must be tax-exempt.

A tax exemption letter will be sent to the awarded consultant.

2.11 INSURANCE

The Bidder must include in its proposal proof of civil, professional, and automobile liability insurance. This proof must be issued by the Insurer for the specific purposes of this mandate and must include a minimum coverage of two million dollars (\$2,000,000) per event.

2.12 MEETINGS

The Consultant and the Owner shall hold meetings at appropriate times to report on the situation and coordinate the progress of the mandate. The meetings will be in Listuguj and in English language. The Bidder shall submit, after each meeting, a written report in English language to the stakeholders.

At a minimum, the following meetings are to be expected: -

- Contract Start-up and Award Meeting
- Coordination meetings for analysis and design discussions
- Meetings to coordinate and present plans and specifications with cost estimates at different stages.

2.13 DELIVERABLES

BIDDER'S SCHEDULE shall consider the target dates/time limits specified in the "PROJECT TARGETED DATES" which is provided in the "ADMINISTRATIVE CLAUSES" (Page No.20).

Deliverables shall be sent to the Owner within the time limits submitted in the "BIDDER'S SCHEDULE" by the successful Bidder. (BIDDER'S SCHEDULE form is available in "Part 3: BID FORMS")

The content of the deliverables is described in the "Part 2: INFORMATION AND INSTRUCTIONS TO BIDDERS".

Deliverables must be sent in both signed Hard copy and electronic formats to the Owner.

Reports, studies, and specifications should be submitted in paper format size A4 bound in two (2) copies, and electronic format in PDF format and in Word (. docx) format.

Plans must be submitted in paper format size A1, and electronic format in PDF format and in AUTOCAD (. dwg) format.

Electronic formats may be submitted by email.

All deliverables are subject to the Approval of Listuguj Mi'gmaq Government (LMG).

All deliverables must be in English.

2.14 PROJECT TARGETED DATES

The below schedule shows the project targeted dates; the Bidders should consider these dates.

Timeline will be evaluated based on the dates submitted by the Bidders "BIDDER'S SCHEDULE"; form is provided in "Part 3: BID FORMS"

Whenever the Bidder anticipates or notices a delay in the program so established, it must immediately notify the Owner in writing, stating the reasons for the delay, its probable duration, and the measures it intends to take to remedy it.

The receipt by the Owner of this project schedule or a notice of delay does not reduce the Bidder's contractual obligations and responsibilities.

PROJECT TARGET DATES		
SN.	Description	Dates
Stage 1		
1	Bid Submission Closing Date	October 19, 2023
2	Consultant Appointment "Contract Award"	October 27, 2023
Stage 2		
1	<ul style="list-style-type: none"> - Develop concept plans including multiple options to the owner to consider - Meeting with owner stakeholder to review the options and comments - Submit revised plan based on the owner's comments for final review 	November 30, 2023
Stage 3		
1	Preliminary design 33%	January 12, 2024
2	Plans and specifications 66% with Cost Estimates	February 2, 2024
3	Plans and specifications 99% with Cost Estimates (Class A Cost Estimate and design report)	February 23, 2024
4	Plans and specifications for construction	March 8, 2024
Stage 4		
1	Contractors Tender Close	T.B.D.
2	Contractors' Bids review and recommendations	T.B.D.

2.15 DEFAULT BY THE CONSULTANT

When the Consultant does not comply with the conditions of the contract such as (but not limited to) the following:

- Delay in starting the described scope of works.
- Not complying with the Project Schedule/Bidder's Schedule submitted to the Owner.
- Not complying with the contractual deadlines
- Not complying with the requirements, laws, and regulations
- Assigns third parties not designated as provided for in the contract without prior consent of the Owner.

Upon the Owner's notification, the Consultant should take an immediate action and submit to the Owner the measures to be taken and the corrections required and then fix the number of days within such measures and corrections are to be undertaken, carried out and completed, without modifying in any way the contractual time limits.

Where the Consultant fails to take immediate action, corrections, and measures to bring the schedule back inline with the contractual time limits, the Owner may terminate the contract in accordance with clause "CONTRACT TERMINATION"

2.16 CONTRACT TERMINATION

The Owner has the right at any time to terminate the contract, in whole or in part, before or after the commencement of its performance.

When the Owner decides to terminate the contract, it must notify the Consultant in writing and indicate the effective date.

Upon receipt of such notice, the Consultant shall:

1. Submit all the work done; reports and specification in word format, drawings in dwg format.
2. Cancel all contracts with subconsultants.
3. Continue, complete, and submit the parts of described work that have not been terminated, if any.

On the date specified in the notice of termination, the Owner, with the assistance of the Consultant, shall make an inventory of all the work performed, those terminated and those to be continued, if any.

Following this inventory, the Owner takes possession of all the works as they were then completed. The Consultant shall be entitled to all fees, disbursements and sums representing the actual value of the services rendered up to the date of termination of the contract.

The Consultant is not entitled to any compensation for loss of earnings and anticipated profit, in all cases of termination of the contract by the Owner.

2.17 TERMS OF PAYMENT AND ACCEPTANCE OF DELIVERABLES

Invoicing and contractual documents will be drawn up in the name and for the attention of the Owner and then sent to the above-mentioned address. The Owner will make monthly progress payments upon presentation of supporting evidence and after approval by the Owner's project manager. Payment will be done within 45 days after invoice approval.

Deliverables submitted to the Owner must be accepted in writing by its authorized representative and to its complete satisfaction. In case of dissatisfaction, payments will be withheld until the deliverable fulfill the Owner's expectations.

PART 3. BID FORMS

3.1 IDENTIFICATION FORMS

3.1.1 IDENTIFICATION FORM ON THE SUBMISSION ENVELOPE

Fill in the requested information and affix it on the submission envelope.

Listuguj Mi'gmaq Government	IDENTIFY COPY			
	ORIGINAL COPY			
	LEGIBLE COPY			

SUBMISSION ENVELOPE

PROJECT: Band Office B Building

BIDDER'S NAME: _____

BIDDER'S ADDRESS: _____

Attention: Bassem Abdrabou, P.Eng., M.A.Sc

SUBMISSION ADDRESS:

Capital and Infrastructure
44 Dundee Road, Listuguj, Quebec
GOC 2RO

SUBMISSION RECEIVED				
TIME	DAY	MONTH	YEAR	INITIAL

**NO SUBMISSIONS WILL BE RECEIVED AFTER
10:00 AM (ATLANTIC TIME) ON OCTOBER 19, 2023**

3.2 SUBMISSION FORM

Listuguj Mi'gmaq Government

Project: Band Office B Building

SUBMISSION MADE BY (Bidder)	
BIDDER'S ADDRESS	
PHONE	
FAX	
E-MAIL ADDRESS	

After having read the complete tender document, carefully read, examined and understood the conditions and requirements of the contract to be awarded, the Bidder undertakes to provide the Owner, the Listuguj Mi'gmaq Government, with the services described in the tender documents, including but not limited to all labour, expertise, materials and services required for a complete project, at the price submitted, within the prescribed time limits.

By initialing all pages, the Bidder, through its signatory, certifies that it has carefully examined the premises, the form of the contract, the terms of reference, the bidding documents, including each section of this document, as well as any other documents inclusively and not inclusively indicated in this document required for the proper performance of the work, and the addenda Nos.:

ADDENDUM NO.	DATE

_____ Initial

The Bidder, by filing the " CERTIFICATION OF THE BIDDER'S PROBITY " with its proposal, certifies that its proposal was prepared without collusion and without having in any way, directly or indirectly, communicated, compared, or exchanged information, entered into an agreement or other arrangement with a competitor, including with respect to:

- 1) At the price.
- 2) The calculation methods used to establish prices.
- 3) The decision to proposal or not to proposal.
- 4) Submitting a proposal that does not meet the criteria of this call for tenders.

By initialing at the bottom of this page, the Bidder acknowledges the Owner's right not to accept the lowest or any of the bids received for this project and the Bidder undertakes to comply with all contract conditions.

By initialing at the bottom of this page, the Bidder undertakes to respect the total duration of the mandate from the date of award and any other limitations indicated in the section "ADMINISTRATIVE CLAUSES".

The Bidder understands that the price of its proposal includes all costs related to field investigations and required studies which, although not mentioned in the tender documents, are customary and necessary for the completion of the mandate.

REPORTING OF SUBCONTRACTORS, QUALIFICATIONS AND SUPPLIERS

The Bidder will use the following subcontractors who are competent to perform the portion of the work requested of them. All work performed by subcontractors will be under the supervision of the Bidder.

SUBCONTRACTOR NAME	WORK TO BE CARRIED

N.B.: The list of subcontractors, once the contract has been awarded by the Owner, may not be modified without the Owner's consent.

_____ Initial

SUBMISSION FORM- PAGE 2/5

❖ **BILL OF QUANTITIES**

SN.	Description	Quantity	Unit	Prices
Section A - Preliminary Studies				
1	<ul style="list-style-type: none"> - Develop concept plans including multiple options for the owner to consider - Meeting with owner stakeholder to review the options and comments - Submit revised plan based on the owner's comments for final review 	----	Fixed Price	
	Subtotal 1	----	Fixed Price	
Section B - Design				
1	Preliminary design including required meetings	----	Fixed Price	
2	Plans and specifications 66% with Cost Estimates including coordination meetings	----	Fixed Price	
3	Plans and specifications 99% with Cost Estimates (Class A Cost Estimate and design report), including coordination meetings	----	Fixed Price	
4	Plans and specifications for construction	----	Fixed Price	
	Subtotal 2	----	Fixed Price	
Section C - Tender Administration and Site Supervision Fees				
1	Tender Administration and Site Supervision Fees (Including but not limited to : Full supervision /Bi weekly site meeting/review shop drawings, RFI, etc/issuing addendum/site instruction and changes/review and approve progress claims/others)	----	Fixed Price	
	Subtotal 3	----	Fixed Price	
	Grand Total	----	Fixed Price	

(Name of the Bidder)

(Name and Signature of the Person authorized by the Bidder)

SUBMISSION FORM- PAGE 3/5

❖ **BIDDER'S SCHEDULE**

SN.	Description	Milestone Dates
Section A - Preliminary Studies		
1	<ul style="list-style-type: none"> - Develop concept plans including options to the owner - Meeting with owner stakeholder to review the options and comments - Submit revised plan based on the owner's comments for final review 	
Section B - Design		
1	Preliminary design	
2	Plans and specifications 66% with Cost Estimates	
3	Plans and specifications 99% with Cost Estimates (Class A Cost Estimate and design report)	
4	Plans and specifications for construction	
Section C - Tender and Contract Administration		
1	Contractors Tender Close	
2	Contractors' Bids review and recommendations	

(Name of the Bidder)

(Name and Signature of the Person
authorized by the Bidder)

SUBMISSION FORM- PAGE 4/5

The Bidder, after having visited the site and ascertained the nature of the mandate, as well as after carefully reading the tender documents and appendices, hereby undertakes to provide all necessary preliminary studies, field investigations, professional services, reproduction services and other services, to execute and complete the mandate in accordance with the tender documents and to the full satisfaction of the Owner within the applicable contractual deadlines, for a total price for the proper execution of:

NOTHING TO WRITE HERE: SEE BILL OF QUANTITIES dollars (\$)

excluding applicable taxes, and as detailed in the price schedule.

The price submitted is in lawful money of Canada, the value of which is firm for the proposal validity period described in this call for proposal/tenders and for the entire duration of the contract.

SIGNED AT (PLACE)	
DATE	
COMPANY NAME	
ADDRESS	
TELEPHONE	
FAX	
NAME OF THE REPRESENTATIVE	
FUNCTION	
SIGNATURE:	

*Attach a resolution from the Board of Directors, authorizing the appropriate person to prepare and sign the proposal, and any other document required by the Owner.

N.B. All pages in this section must be initialized.

Initial

SUBMISSION FORM- PAGE 5/5

Document to be attached if the proposal is submitted by a Company Resolution

3.3 COMPANY RESOLUTION

Extract from the minutes of the meeting of the board of directors of the company or corporation

_____ held at
(Name of Company)

_____ on _____ which it was proposed,
(Location) (date)

Seconded and resolved that _____ be authorized, for and
(Name of authorized person)

on behalf of the company, to sign and submit a proposal to the Owner.

Certified true copy, dated of _____.

(Signature of the issuer)

(Print name)

(Signature of the person authorized to sign submission forms)

Document to be attached obligatorily with any submission

3.4 CERTIFICATION OF THE BIDDER'S PROBITY

I, the undersigned _____
(Name and title of the person authorized by the Bidder)

submitting to the Owner in respect of this tender document, the tender (hereinafter referred to as the "tender"), certifies that the following statements are true and complete in all respects.

On behalf of: _____
(Name of the Bidder)

(Hereinafter referred to as "the Bidder")

I declare the following:

1. I have read and understand this certificate.
2. I understand that the submission will be rejected if the statements contained in this certificate are not true or complete in all respects.
3. I acknowledge that this certificate may be used for judicial purposes.
4. I am authorized by the Bidder to sign this certificate.
5. The person or persons, as the case may be, whose name appears on the proposal, have been authorized by the Bidder to set the terms and conditions set out therein and to sign the proposal on its behalf.
6. For the purposes of this certificate and the proposal, I understand that the word "competitor" refers to any partnership or person, other than the Bidder, whether or not related, within the meaning of the second paragraph of point 9, to the latter:
 - a) who has been invited to submit a proposal.
 - b) who could potentially submit a proposal following the call for tenders based on their qualifications, skills or experience.
7. The Bidder has prepared this proposal without collusion and without having established an agreement or arrangement with a competitor, except with respect to the possible conclusion of a subcontract, in particular as to:
 - at prices.
 - the methods, factors or formulas used to establish prices.
 - the decision to submit, not submit or withdraw a proposal.
 - the submission of a proposal that does not voluntarily meet the specifications of the call for tenders.

Initial

CERTIFICATION OF THE BIDDER'S PROBITY- PAGE 1/3

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8. Except for the possible conclusion of a subcontract, the terms of the proposal have not been and will not be intentionally disclosed by the Bidder, directly or indirectly, to a competitor before the time and date set for receipt of bids, a criminal act, or an offence under the Act.
9. Neither the Bidder nor any person related to the Bidder has been found guilty within five (5) years prior to the date of submission of the proposal, of a criminal act or an anticipated offence:
- Sections 119 to 125 and sections 132, 136, 220, 221, 236, 336, 336, 362, 366, 368, 375, 380, 388, 397, 398, 426, 462.31, 463 to 465* and 467.13 of the Criminal Code (R.S.C. 1985, c.C-46);
 - Sections 45, 46 and 47 of the Competition Act in respect of a public tender or contract of a public authority of Canada:
 - In section 3 of the Corruption of Foreign Public Officials Act (S.C. 1998 c. 34);
 - In sections 5, 6 and 7 of the Controlled Drugs and Substances Act (S.C. 1996 c. 19);
 - In sections 62, 62.0.1 and 62.1 of the Tax Administration Act (R.S.Q., C. C. C. A-6.002)
 - In section 44 of the Act respecting fuel tax (R.S.Q., c. T-1);
 - In sections 239 (1) (a) to 239 (1) (e) of the Income Tax Act (R.S.C.) (1985), c. 1, 5th supplement);
 - In sections 327 (1) (a) to 327 (1) (e) of the Excise Tax Act (R.S.C., c. E-21) (1985), c. E-15);
 - In section 46 b) of the Deposit Insurance Act (R.S.Q., c. A-26);
 - In section 406 c) of the Insurance Act (R.S.Q., c. A-32);
 - In section 605 of the Act respecting financial services cooperatives (R.S.Q., c. C-67.3);
 - Section 469.1 of the Act respecting the distribution of financial products and services (R.S.Q., c. D-9.2);
 - In section 66 (1) of the Act respecting money-services businesses (R.S.Q., c. E-12.0000001);
 - In section 148 (6) of the Derivatives Act (R.S.Q., c. I-14.01);
 - In section 356 of the Act respecting trust companies and savings companies (R.S.Q., c. S- 29.01);
 - In sections 195 (6), 196 and 197 of the Securities Act (R.S.Q., c. V-1.1);
 - Section 45.1 of the Regulation respecting service contracts of public bodies (R.R.Q., c. C- 65.1, r.2) concerning a violation of sections 50.4 and 50.5 of this Regulation;
 - Section 58.1 of the Regulation respecting construction contracts of public bodies (R.R.Q., c.C-65.1, r.5) concerning a violation of sections 40.6 and 40.7 of this Regulation;
 - In section 10 of the regulations respecting contracts for the supply, services and construction work of organizations referred to in section 7 of the Act respecting contracts of public bodies (R.R.Q., c. C-65.1, r.1.1) concerning a violation of sections 7 and 8 of these regulations;
 - In section 10 of the by-law respecting construction contracts of municipal bodies (R.R.Q., c.C-19, r.3) concerning a violation of sections 7 and 8 of this by-law.

Initial

CERTIFICATION OF THE BIDDER'S PROBITY- PAGE 2/3

OR

Having been convicted of such an act or offence, the Bidder or a person related to it has obtained a pardon or rehabilitation.

* For the purposes of this certificate, sections 463 to 465 of the Criminal Code apply only in respect of the indictable offences and offences mentioned above.

For the purposes of this certificate, related person means: where the Bidder is a corporation, one of its directors and, where applicable, one of its other officers and the person who holds shares of its capital stock that give it at least fifty percent (50%) of the voting rights that may be exercised in all circumstances attached to the shares of the corporation and, where the Bidder is a general partnership, limited partnership or participation, one of its partners and, where applicable, one of its other officers. The offence committed by a director, partner or other officer of the Bidder must have been committed in the course of that person's duties within the Bidder.

I acknowledge the following:

1. If the Owner in respect of this tender document discovers, despite this certificate, that there has been a conviction for a criminal act or offence referred to in point 9, the contract that may have been awarded to the Bidder without knowledge of this fact may be terminated and damages may be sought against the Bidder and any party.
2. In the event that the Bidder or a person related to it is found guilty of a criminal act or offence referred to in point 9 during the performance of the contract, the contract may be terminated by the Owner.

(Signature)

(Date)

(Print name of the signatory)

CERTIFICATION OF THE BIDDER'S PROBITY- PAGE 3/3

APPENDICES

Appendix A

Building Department Breakdown

Department 5		HR			
		Specification	Quantities	Area M2	Total Area
		HR Manager	1	14	14
		Closed office	4	10	40
		Open space office	4	6	24
		Meeting Room	1	20	20
		Separate Waiting Room	1	10	10
		Other (Please specify)	0		0
		Other (Please specify)	0		0
Total Area for Section					108
Department 5		Executive Office			
		Specification	Quantities	Area M2	Total Area
		C.E.O Office (room to accommodate meeting	1	20	20
		C.O.O./Director of Administration	1	14	14
		Closed office	4	10	40
		Open space office	4	6	24
		Meeting Room	1	20	20
		Bathroom Single	1	3	3
		Separate Waiting Room	1	8	8
		Other (Please specify)	0		0
		Other (Please specify)	0		0
Total Area for Section					129
Department 5		Common Area			
		Specification	Quantities	Area M2	Total Area
		Quiet Room	1	16	16
		Elevator	2	14	28
		Stairs	2	20	40
		Kitchen/Staff Room	1	18	18
		Bathroom 2M and 3W	1	25	25
		Conference Room	1	30	30
			0		0
Total Area for Section					157
Total 3rd Floor					394
Number of Employee					19

Section 3

- ❖ This is for informational purposes only. The consultant will have to verify and validate the information. Also, the consultant will have to ensure space allocation is appropriate based on federal and provincial regulations.
- ❖ No claim shall be made against the owner for using or misinterpreting any of this information.

Department 1	Finance			Total Area
	Specification	Quantities	Area M2	Total Area
	Director's/ Executive office	2	14	28
	Closed office	8	10	80
	Open space office	6	6	36
	Meeting Room to fit 15 people	1	15	15
	Paper and Photocopy	1	8	8
	Large Storage/ Filing Room "Up to 7 years of	2	10	20
Total Area for Section				187
Department 4	Administration			Total Area
	Specification	Quantities	Area M2	Total Area
	Director's/ Executive office	1	14	14
	Manager room	2	12	24
	Closed office	10	10	100
	Open space office	6	6	36
	Meeting Room	1	20	20
	Paper and Photocopy	1	8	8
	Separate reception	1	8	8
	Waiting Area	1	8	8
	IT Lab	1	30	30
	Storage	2	8	16
	Audio/ visual room for comms (Sound Proof	1	15	15
Total Area for Section				241
Department 5	Common Area			Total Area
	Specification	Quantities	Area M2	Total Area
	Conference Room	1	30	30
	Quiet Room	1	16	30
	Gym/Recreation Room	1	25	25
	Elevator	2	14	28
	Stairs	2	20	40
	Bathroom 2M and 3W	1	30	30
	Kitchen/Staff Room	1	18	18
	Separate reception	1	8	8
		0		0
		0		0
Total Area for Section				179
Total 2 Floor				607
Number of Employee				35

Section 2

- ❖ This is for informational purposes only. The consultant will have to verify and validate the information. Also, the consultant will have to ensure space allocation is appropriate based on federal and provincial regulations.
- ❖ No claim shall be made against the owner for using or misinterpreting any of this information.

Department 6		OCC			
	Specification	Quantities	Area M2	Total Area	
	Chief's Office (room to accommodate meeti	1	20	20	
	Closed office	10	10	100	
	Open space office	6	6	36	
	Conference Room	1	20	20	
	Council Chambers (sound proof) (31 Person	1	80	80	
	Kitchen/Staff Room	1	18	18	
	Paper and Photocopy	1	8	8	
	Bathroom 2M and 3W	1	30	30	
	Waiting Area	1	10	10	
	Ceremony Room	1	10	10	
Total Areafor Section				332	
Common Area					
	Specification	Quantities	Area M2	Total Area	
	Concierge room	1	8	8	
	Mechanic/electric room	1	25	25	
	Elevator mechanical room	1	3	3	
	Elevator	2	14	28	
	Stairs	2	20	40	
Total Area for Section				104	
Main Floor Area				436	
Number of Employee				17	

Section 1

- ❖ This is for informational purposes only. The consultant will have to verify and validate the information. Also, the consultant will have to ensure space allocation is appropriate based on federal and provincial regulations.
- ❖ No claim shall be made against the owner for using or misinterpreting any of this information.