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**Request for PROPOSALS**

**Office Space Lease (Happy Valley Goose Bay)**

**Issue Date:**

**October 23, 2023**

**Closing date and time:**

**November 13, 2023**

Context

The Nunatsiavut Government (NG) was established in 2005 following the establishment of the Labrador Inuit Land Claims Agreement (LILCA). LILCA includes self-government provisions rendering the NG a regional Inuit government within the province of Newfoundland and Labrador. The NG has authority over many central governance areas including health, education, housing, culture and language, justice, and community matters.

Project Overview and Scope of Work

# Context & Overview

The NG is seeking submissions (the “Proposal”) from property owners and real estate firms (the “Proponents”) to secure a suitable office space for lease within the Town of Happy Valley Goose Bay.

**Scope of Work**

The office space must offer a minimum of 15 individual office spaces, along with specific amenities and features outlined in the Proposal submission requirements below.

Requirements of Submission

Specific requirements outlined below do not constitute the final terms of an agreement or an engagement. A formal written agreement between the two parties will determine the ultimate terms.

Proposal Submission (Format & Response Guidelines)

To allow the NG the ability to conduct a thorough and timely evaluation, Proposals should be presented in a clear and concise manner. Failure to present information in the format that is requested may be to the proponent’s disadvantage. It is suggested that the following format and sequence be followed to provide consistency in proponent response and to ensure each Proposal receives full consideration.

All interested parties are required to submit the following documents. Failure to do so may result in the Proposal being rejected:

1. Cover Letter: A brief introduction to your Proposal, including the Proponents background and experience in real estate leasing.
2. Property Information: Detailed information about the office space, including:
* A floor plan/layout of the office space.
* Total square footage and square footage of each individual office and common areas.
* Number and specifications of bathrooms.
* Address and map of the location.
* Number of available parking spaces for staff and visitors
* Availability of storage space
* Information regarding auxiliary buildings and facilities.
* Any additional information that the Proponent considers relevant
1. Rental Terms and Cost: Provide a breakdown of the monthly rental cost and any associated fees. Include any proposed terms and conditions related to the lease.
2. References: Provide references from previous clients or tenants.

Evaluation Criteria for Proposals

The NG will evaluate each Proposal received in response to this RFP on the principle of value for money by using the following criteria.

* Suitability of the office space to meet the requirements outlined within the RFP
* Cost-effectiveness and transparency of the proposed rental terms.
* Availability of requested amenities and features.
* Reputation and experience of the property owner/real estate firm.
* References provided.

The *Procurement Act* will be used to determine the preferred supplier and Inuit Content Factor of the submissions. **It is the responsibility of proponents to show, in their Proposal, a calculation of the Inuit Content Factor for the proponent and must include a completed copy of the Inuit Content Scoresheet as shown in the Appendix 2.**

The NG reserves the right to discuss any and/or all Proposals and to request additional information from the Proponents.

The NG may not accept the lowest-cost or any Proposal and the NG reserves the right to cancel this RFP. Any Proposal that is accepted may be accepted in whole or in part.

Instructions to Proponents

*Enquiries*

All enquiries regarding this RFP must be made in writing by email and addressed to:

Attn: Colin Gilbride- Director of Infrastructure and Planning

Re: Office Space Lease (Happy Valley Goose Bay)

Telephone: 709-923-2007

Mail: P.O. Box 92, Makkovik, NL A0P 1J0

Email: colin.gilbride@nunatsiavut.com (cc infra.ngprocurement@nunantsiavut.com)

Such enquiries should be delivered on or before **November 6, 2023** so that questions and answers can be sent to all Proponents as an addendum. Information given by word of mouth, or any individual other than the NG’s Director of Infrastructure and Planning, will not be valid or enforceable.

*Addenda*

If deemed necessary by the NG, responses to any questions and/or any additional information will be issued by the NG in the form of an addendum, which shall form part of this RFP.

Any addenda issued to this RFP will be posted on the NG website at [www.nunatsiavut.com](http://www.nunatsiavut.com). It is the responsibility of the Proponent to ensure that it has received any addenda issued prior to the Proposal submission date. Upon submitting a Proposal, a Proponent will be deemed to have received notice of all addenda that have been issued.

*Address for Submissions*

To be considered, electronic copies of Proposals should be submitted through to Colin Gilbride – Director of Infrastructure and Planning at colin.gilbride@nunatsiavut.com (cc infra.ngprocurement@nunantsiavut.com) with the subject line **PROPOSAL SUBMITTAL:** **Office Space Lease (Happy Valley Goose Bay)**

*Submission Deadline*

Proposals must be received on or before 4:00 p.m. (ADT) on **November 13, 2023** (the **“**Closing Date”)**. PROPOSALS RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED.**

Proposals must be submitted in English or Inuktitut. Proposals will be opened at the NG offices in Makkovik.

*Acceptance of Proposal*

Proposals will be considered to be open for acceptance by the NG for at least ninety (90) days following the Closing Date and the proponent may not withdraw their Proposal during that time.

Once an award is made, the successful proponent will be held to its Proposal as of the Closing Date even if the Proponent later alleges a mistake was made in the Proposal.

If a Proponent discovers that it has made an error in its Proposal, the Proponent may (1) forward a correction notice to the NG at the address identified in this RFP or (2) withdraw its Proposal, but the correction or withdrawal must be received before the Closing Date.

Before an award is made, if it appears that there is an error in a Proposal, the Nunatsiavut Government may, in its sole discretion, communicate with the Proponent to ascertain if the Proponent wishes to honour the Proposal or withdraw the Proposal. If the Proponent withdraws its Proposal, the Proposal will not be considered further.

The NG may not accept the lowest or any Proposal.

General Conditions

*Governing Law*

The laws of the Province of Newfoundland and Labrador and Nunatsiavut govern this RFP and any subsequent contract that may arise as a result of this RFP.

*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 the NG must be borne by the proponent submitting the Proposal.

*No Claim*

The NG 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.

*Proponent’s Qualifications*

In submitting a Proposal, the Proponent acknowledges and agrees that it has read, understood and agrees to all terms and conditions described in the RFP and that it has the necessary experience, skills and ability to effectively fulfill the Scope of Work and all other requirements identified within the RFP

*Withdrawal*

Proponents may withdraw their Proposal at any time subject to the Acceptance of Proposal requirements (90 days after closing).

*No Binding Contract*

The NG may, after reviewing the Proposals received, enter into discussions with one or more of the Proponents, without such discussion in any way creating a binding contract between the NG and any Proponent. There will be no binding agreement between any Proponent and the NG until a formal contract with negotiated terms has been signed by both then NG and a proponent.

*Solicitation of NG Staff and Assembly Members*

Prior to the Closing Date, Proponents should not establish contact with employees or agents of the NG (including the Nunatsiavut Assembly) regarding this RFP, other than the representative(s) identified without that representative's permission.

Failure to abide by this requirement could be grounds for rejection of the Proponent’s Proposal.

*Confidentiality*

Any information acquired about the NG by a Proponent during this process must not be disclosed unless authorized by the NG, and this obligation survives the termination of the RFP process.

*Conflict of Interest*

By submitting a Proposal, the Proponent declares that it has no pecuniary interest in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the services.

*Modification of Terms*

NG reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a contract with the successful Proponent.

*Ownership of Proposals and Freedom of Information*

All documents submitted to the NG will become the property of the NG. They will be received and held in confidence by the NG. All outcomes of this project will be made publicly available on a public infrastructure planning webpage linked to the Nunatsiavut Government page. NG will be the owners of all materials, models, files, and documents developed during this project. Upon final completion, all information and project files (including GIS, excel files, and working files) will be packaged by the consultant and transferred to NG at project closeout.

*Release of Information*

**At Proposal Opening:**

Only the names of the bidders will be released.

**After Proposal Opening:**

No further information will be released until after the contract is awarded.

**After contract is awarded:**

All proponents will be advised of the NG’s final decision regarding their respective Proposals.

On request, the NG will provide an unsuccessful Proponent with the reasons that its Proposal was not successful. No other information will be released.

*Appendix 1*- Nunatsiavut Procurement Act

The NG’s *Procurement Act* can be found on the Nunatsiavut Government website at: <https://www.nunatsiavut.com/government/government-legislation/> by searching*:* ***IL 2011-04 Procurement Act***

*Appendix 2- Inuit Content Scoresheet*

*Inuit Content Factor Calculation (section 17 Nunatsiavut Procurement Act)*

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| a) A maximum of 20 points related to the percentage of Inuit ownership of the supplier calculated **as 0.5 points per 1% of Inuit participation in excess of 50%** of the ownership and control of the supplier with 0 points being awarded to a supplier that is not at least 50% owned and controlled by Inuit or Inuit Businesses. | /20 |
| b) A maximum of 10 points related to the physical location of the head office and operating offices of the supplier where **10 points is awarded to a supplier having both its head office and principal operating office in an Inuit Community**and **6 points is awarded to a company having an operating or a head office in an Inuit Community** and **4 points is awarded for a head office or operating office elsewhere in Labrador.** | /10 |
| c) A maximum of 10 points related to training for Inuit calculated as **0.1 point per 1% of all training money spent by the supplier on the training of lnuit.** | /10 |
| d) A maximum of 20 points related to the percentage of the supplier's employees who are Inuit calculated as **0.2 points per 1% of employees who are Inuit.** | /20 |
| e) A maximum of 10 points related to the proportion of wages paid to Inuit by the supplier calculated as **0.1 point per 1% of payroll paid to Inuit.** | /10 |
| f) a maximum of 10 points related to the percentage of goods and services purchased by the supplier from Inuit Businesses in relation to the procurement calculated as 0.1 point per 15 of the value of all purchases obtained from Inuit. | /10 |
| g) A maximum of 10 points related to the commitment by the supplier to utilize Inuit Businesses as sub‐contractors calculated as **0.1 point per 1% of the value of all sub‐contracts awarded to Inuit Businesses.** | /10 |
| **Total (out of possible 90)** | **/90** |