



# **Tikinagan Child and Family Services Request For Proposal**

**For Modular Housing**

**RFP No. 2023-2**

**Date Issued: November 3, 2023**

**RFP Deadline: November 30, 2023, at 12:00:00 PM EDT**

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# **1. Introduction**

## **1.1. Purpose and Objectives**

The purpose of this Request for Proposal (RFP) is to solicit qualified proposals for Modular Housing for Tikinagan Child and Family Services (“Tikinagan”) as outlined in Annex B.

You are invited to submit your best technical and financial proposals for the requested services. Your proposal could form the basis for a contract between your company, or you as an individual, and Tikinagan.

Tikinagan is seeking to award an Agreement to a qualified, licensed, experienced, reputable, and skilled Proponent to provide Tikinagan with the fabrication, delivery, and installation of modular housing units.

## **1.2. Background Information**

Tikinagan is a community-based child and family wellbeing agency rooted in and accountable to the First Nations communities they serve. They have a large team of residential care workers, childcare workers, family service workers, community-based prevention workers, intake workers, and administrative staff. Tikinagan provides child and family services to 30 First Nations throughout Western Ontario.

The communities’ range in size up to 3,000 people. The majority of these communities are regularly accessible only by air and via winter roads during February and March (most years).

Tikinagan has a dual mandate. It is one of 53 Children's Aid Societies in Ontario mandated under the Child, Youth, and Family Services Act to protect children from harm. They are accountable to Ontario and the First Nations communities they serve for this responsibility. They are also mandated by their Chiefs to provide services that are culturally sensitive to the needs of Indigenous children, families, and First Nations. They are accountable to the Chiefs and to the communities for this responsibility. For more information please visit: <https://www.tikinagan.org/>

Tikinagan is seeking Proposals for turn-key modular units for some of the remote communities it services to house workers when travelling to these communities. The schedule and project depend on finalizing sources of financing, such as the Canadian Human Rights Tribunal (CHRT) 41.

The term of the Agreement with Tikinagan and the successful Proponent (the “Agreement”) will be for one (1) year with the option to renew for up to four (4) additional one-year terms at the sole discretion of Tikinagan.

### 1.3. RFP Timeline

Event	Date
Issue RFP	November 3, 2023
Deadline for Questions	November 14, 2023, at 12:00:00 PM EDT
Proposal Meeting (optional)	n/a
Submission of Proposals	November 30, 2023, at 12:00:00 PM EDT)
RFP Evaluations	December 2023
Selection and Award RFP	December 2023
Contract Start Date	January 2024

The above timeline is estimated and subject to change at the sole discretion of Tikinagan. In the event a change is made to the timeline, Proponents will be informed by written addenda.

### 1.4. Scope of Work

Tikinagan is seeking to award an Agreement to a qualified, knowledgeable, and skilled Proponent to provide Tikinagan with turn-key modular housing for the remote communities it services, as required for the term of the Agreement. Tikinagan anticipates they will require four (4) to six (6) units (subject to final approvals) to be delivered in February/March 2024 via the Northern Ontario winter roads, which are only accessible from mid-January until spring thaw every year.

The current need is for the modular units to be a mix of office space, emergency placements for clients, and sleeping quarters for workers to stay in as they travel to various remote communities that Tikinagan services. The Successful Proponent will provide the following:

- All modular units that are required with building and frame construction, floors, walls, and roof, plumbing, water systems, and electrical wiring, doors, and windows, and interior finished (furniture and appliances).
- Delivery of the units – transportation and set-up.
- A standard set up package which includes all on-site final connections for the modular units (water, sewer, and electricity), and skirting.

All site infrastructure and preparation will be complete for the 2024 delivery and are not in scope.

The Successful Proponent must be able to deliver the modular homes via the Northern Ontario winter road and will be responsible for obtaining any necessary licensing/permits for transporting the modular units.

#### General Requirements - Modular Units

It is desirable that the Successful Proponent have extensive experience providing modular units to remote communities. The modular units should have the following key features:

- All construction must be compliant with Z240 building code, with all aspects of the build completed in the factory except for:
  - Installation, service hook-ups

- Electric and/or oil connections, if applicable.
- Installation of appliances (if applicable, appliances to be delivered separately and installed at site)
- Be transportable with single or multiple section(s), one-storey units that are ready for occupancy on completion of set-up.
- Durable, solid construction with structural panels, steel skid frames, and break-resistant windows.
- Be turn-key i.e., all fixtures, furniture, paint, and all other relevant finishings.
- Fire resistant with a fire suppression system.
- Mold and rot resistant.

### Unit Descriptions

The following are examples of the unit sizes and design criteria.

#### One-Bedroom Unit (single story)

- Approximate size 600 – 700 square feet
- Number of modular sections – 1
- Number of bathrooms – 1
- Accessible – Yes

#### Two-Bedroom Unit (single story)

- Approximate size 800 – 900 square feet
- Number of modular sections – 1 - 2
- Number of bathrooms – 1
- Accessible – Yes

### Optional Services

Tikinagan may require project management services from the Successful Proponent during the term of the Agreement, which may include the following:

- Siteworks
- Foundation, gravel pads, driveways
- Septic tanks and wells
- Stair and/or ramps for the modular units.
- Securing all relevant permits including for transportation of modular units

## 1.5. Definition of Terms

Whenever used in this RFP, or any other forms, which might be part of a Proposal or of the Agreement document, the following words shall be deemed to have meanings as indicated below:

**“Agreement”** means a contract(s) that may be entered into by Tikinagan with a Proponent for the delivery of the Project described in this RFP.

**“Closing Date”** means the day, specified above, on which the RFP will close.

**“Closing Time”** means the time, specified above, at which the RFP will close.

**“Contractor”** means a service provider to whom an Agreement is awarded by Tikinagan for any or all of the project described in the RFP.

**“Control”** means that Tikinagan has the authority to manage the Record, including its creation, use, disclosure, and disposal.

**“Proponent”** means a person or firm submitting a Proposal to Tikinagan pursuant to this RFP.

**“Proposal”** means the offer of a Proponent to provide the vehicle and services, as requested by this RFP.

**“Record”** means information in any form, including proposals, reports, documents, letters, meeting minutes and all other correspondence, papers and any other information that is written, photographed, recorded, or stored in any manner, but does not include the software or any mechanism that processes such records.

**“RFP/Request for Proposal”** means this RFP including all forms included in the RFP.

**“Selection Committee”** means the committee comprised of representatives selected by Tikinagan, in its sole discretion, to evaluate Proposals.

## **1.6. Process and Rules Regarding Proposals**

### **a) Submission of Proposal and Acceptance Period**

Proponents must submit an electronic copy by email. Submissions must be clearly marked with the Proponent’s name and address, the Proposal name and number and the Closing Date. Proposals will not be accepted by facsimile transmission.

Proposals shall be submitted to: [proposals@tikinagan.org](mailto:proposals@tikinagan.org)

All Proposals must be submitted no later than the Closing Date and Closing Time. Tikinagan will not accept Proposals received after the Closing Date and Closing Time.

Tikinagan reserves the right in its sole discretion to extend the Closing Date, Closing Time, and the acceptance period for any reasonable length of time. Notwithstanding this right and any timelines as may be identified herein, all Proposals shall be open for acceptance by Tikinagan for a period of not less than 90 days after the Closing Date and Closing Time.

### **RFP Website**

Proponents may obtain electronic copies of the RFP Documents from Tikinagan’s website - <https://www.tikinagan.org/>

Any addenda issued pursuant to this RFP will be posted to the same website.

Tikinagan is not responsible for any failure of the website, though Proponents are encouraged to notify Tikinagan of any website issues.

### **b) Proposal Acceptance/Rejection**

This RFP is a request for proposal only and is not an offer to buy or lease any equipment, property, or services. The provision of this RFP to a Proponent nor acceptance or receipt of a Proposal will imply neither any obligation nor commitment on the part of Tikinagan to enter into an agreement or contract of any kind in respect of any or all contents of this RFP. Tikinagan may cancel the RFP and this invitation at any time, in whole or in part, for any reason whatsoever and without incurring

any liability to anyone who has submitted a Proposal or intends to submit a Proposal.

Tikinagan is not obligated in any way to pay for costs of any kind or nature whatever, that may be incurred by a Proponent or any associated third parties, in the preparation of Proposals, making presentations, demonstrations or samples before or after the Closing Date and Closing Time. All such associated costs shall be the sole responsibility of the Proponent. All Proposals and supporting documentation will be retained by and will become the property of Tikinagan, subject to claims of confidentiality in respect of the Proposal and support documentation. In addition to all other rights reserved by Tikinagan in this RFP, Tikinagan has the right, in its sole, absolute, and unfettered discretion, to:

- Assess the relative merits and advantages of each of the Proposals,
- Reject or accept any Proposal, including the right to accept non-compliant Proposals or to reject all Proposals,
- Waive any irregularities or informalities contained in any Proposal,
- Accept the withdrawal of any Proposal as permitted under this RFP,
- Decide not to negotiate with any Proponent or not to enter into any agreement with any Proponent,
- Decide to negotiate with any Proponent or to enter into an agreement with any Proponent, irrespective of whether the Proposal submitted by the Proponent is incomplete, irregular, conditional, non-compliant or fails to provide all the information required in this RFP, and
- During the negotiation phase after the RFP Closing Date and Closing Time, negotiate terms and conditions with any Proponent that may be different from those contained within this RFP or the Proposal of the Proponent, without being required to offer such terms and conditions to the other Proponents.

#### **c) Limitation of Legal Rights and Limitation of Liability**

By submitting a Proposal, each Proponent agrees that, in the event that a court should find that Tikinagan is liable for anything arising in connection with: this RFP, the provision of a Proposal, the selection of the Contractor, any negotiations following the provision of a Proposal, or any representation made by Tikinagan, the Proponent shall not be entitled to claim for damages or other legal relief whatsoever, and in particular, the Proponent waives any claim for disbursements incurred, out of pocket expenses or lost profits in the event that no agreement is entered into between the Proponent and Tikinagan.

#### **d) Questions**

It is the sole responsibility of the Proponent to clarify the interpretation of any items in this RFP. Proponents may submit questions to Tikinagan with regard to this RFP in writing, or electronic mail only, to the contact information noted below, at any time up to the deadline date for questions noted in Section 1. Tikinagan will, not answer questions received after that deadline. Answers provided to any substantive questions received will be issued as an addendum in accordance with Section 2. Tikinagan reserves the right at its sole discretion to not answer non-substantive questions. All questions shall be directed to: [proposals@tikinagan.org](mailto:proposals@tikinagan.org)

**e) Addenda**

Tikinagan reserves the right to issue addenda with regard to this RFP for any reason including without limitation, to amend or revise the RFP, to respond to questions, to disclose changes in the schedule, to extend the Closing Date and Closing Time, to modify the Proposal format or requirements, or any other matter. Answers to all substantive questions will be provided in the form of written addenda. Addenda to this RFP shall be deemed part of this RFP.

All addenda related to this RFP will be issued by Tikinagan by the deadline indicated in Section 1 and will be posted electronically to the site where the RFP was originally posted.

Proponents shall be solely responsible to ascertain that they have received all addenda prior to submitting their Proposal. Tikinagan is not responsible in any way to ensure the completeness of information received by Proponents.

**f) Withdrawal of Proposal**

Proponents may withdraw their Proposals, by notice in writing, at any time prior to the Closing Date and Closing Time. After the Closing Date and Closing Time, Proposals remain open for acceptance in accordance with the acceptance period stated above in Section 2.

Negligence or errors on the part of the Proponent in preparing the Proposal confer no right of withdrawal on the Proponent in respect of the Proposal.

**g) Amendments to Proposal Opening**

Proponents may modify their Proposals at any time up to the Closing Date and Closing Time, by written amendments submitted to the address noted in Section 2. Amendments shall clearly indicate the name of the Proponent, the date of Proposal, and reference the RFP number. Amendments to Proposals will not be accepted after the Closing Date and Closing Time.

**h) Proposal Opening**

All Proposals received up to the Closing Date and Closing Time will be open by Tikinagan only. Proponents will not be rejected or shortlisted until such time as the Selection Committee has had an opportunity to examine and evaluate all compliant Proposals.

**i) Selection Committee**

Upon receipt of Proposals and after the Closing Date and Closing Time, the Selection Committee will review each Proposal, ensure each Proponent's compliance with the terms and conditions of this RFP, and rate each complying Proposal based on the evaluation criteria within this document. Proponents will be evaluated by the Selection Committee based on the quality and completeness of information given in the Proposal.

The determination of the members of the Selection Committee is at the sole discretion of Tikinagan and the identity of persons forming part of the Selection Committee will not be made known to the Proponents.

**j) Clarifications**

Tikinagan reserves the right in its sole discretion to request clarification from a Proponent after the Closing Date and Closing Time to seek further information from the Proponent without any



obligation to notify or seek further information from any or all other Proponents. Tikinagan also reserves the right to verify any or all information provided by the Proponents in their Proposals through third party investigations or any other means without notice to the Proponent.

#### **k) Authority**

Nothing in this RFP shall be construed as authority for any selected Proponent to make commitments that shall bind Tikinagan to otherwise act on behalf of Tikinagan, except as Tikinagan may expressly authorize in writing.

#### **l) Compliance with Terms and Conditions**

Proponents shall carefully read all documentation forming part of the RFP and submit Proposals complying with all conditions contained in the RFP. Proponents shall make all investigations necessary to properly understand and provide for all conditions, which may affect the supply of the goods or services described.

Unless the Proponent has indicated in their Proposal specific exceptions of non-compliance with any of the conditions contained in the RFP, the submission of a Proposal by a Proponent shall be construed by Tikinagan to mean that the Proponent agrees to abide by and carry out all conditions set forth in the RFP documents.

#### **m) Conflict of Interest**

Tikinagan requires the prospective Proponent to declare any conflict of interest or any other type of unfair advantage in performing or observing the contractual obligations that are set out in this document in their RFP response. Please outline how this conflict of interest will be dealt with, if chosen as the Contractor. Specifically, the Proponent is required to include in their proposal a Conflict and/or Relationship Declaration which identifies, to the best of the Proponent's knowledge of any:

- direct or indirect financial interest in the award of a contract to Tikinagan;
- currently employed by, or is a service provider to or under contract to Tikinagan;
- negotiating or has an arrangement concerning future employment or contracting with Tikinagan;
- ownership interest in (otherwise than by way of ownership of shares of a publicly traded corporation), or is an officer or director of, Tikinagan; or
- for the purposes hereof, references to Tikinagan include any entity which is related to or does not deal at arm's length to Tikinagan.

Tikinagan reserves the right to:

- to solely determine whether any situation or circumstance constitutes a conflict of interest;
- to disqualify prospective Proponent from a procurement process due to conflict of interest;
- to prescribe the manner in which a Proponent should resolve a conflict of interest;
- to terminate a contract where a Proponent fails to disclose any actual or potential conflict of interest or fails to resolve its conflict of interest as directed by Tikinagan; and
- to terminate a contract where a conflict of interest cannot be resolved.

#### **n) Alternative Proposals**

In addition to the basic Proposal that each Proponent must submit in strict conformance to the requirements of this RFP, Proponents are free to offer any alternatives to the basic Proposal, which in the view of the Proponent are less costly. Each alternative will be submitted as an appendix to the basic Proposal, which will include a description and price of each alternative in detail and will clearly outline the advantages and cost variation for each alternative. Tikinagan reserves the right to not evaluate any alternative proposal submitted. Evaluation of alternative proposals, if any, will be based on the same criteria as the basic Proposal.

#### **o) Quantity Requirements**

Any quantities or estimated requirements provided under this RFP are estimates only to be use by Tikinagan for the sole purpose of evaluating Proposals. Tikinagan does not warrant, represent, or guarantee that these estimated quantities will constitute the actual quantity of goods or services to be received. Proposals should address variations in quantity and the resulting change in quoted prices, if any.

#### **p) Pricing**

Proponents shall submit pricing in their Proposal as follows:

- In Canadian dollars
- Firm for the first year of the Agreement
- Annual increase rates and justifications

#### **q) Tie**

In the Event of a tie, the winning Proposal will be determined by the Proponent(s) score in the highest weighted criteria as identified in the RFP.

#### **r) Notification of Award and Debriefing**

Once the successful Proponent has been notified by Tikinagan, the other Proponents will be notified in writing of the award of the Contract to another Proponent. If requested in writing by a Proponent within 30 calendar days of issuance of the award notification, Tikinagan will provide a debriefing of that Proponent's Proposal within 60 calendar days of request. Requests for debrief received by Tikinagan from Non-Awarded Proponents, more than 60 calendar days after award notice will not be considered. Debriefings are intended to provide Proponent with feedback on the strengths and weaknesses of their proposal, as well as other relevant information on the RFP and evaluation process.

#### **s) Disputing an Award**

Tikinagan's intent is to treat all Proponent in a fair and equitable manner through a competitive bid process. Tikinagan's Award Dispute Process is intended to provide a means by which Proponents may appeal contracting decisions if they believe that a contracting process was not conducted in a fair, transparent, and open manner in accordance with the Ontario Broader Public Sector Procurement Directive and the Canadian Free Trade Agreement (CFTA) Chapter 5. Note that in order for a Contract Award Dispute to be accepted, a debriefing meeting must be held first.

Submissions should include a detailed description that states the facts and circumstances with sufficient information to enable Tikinagan to respond promptly. A formal written response will be provided to the Proponent within 45 calendar days of receipt of the original dispute claim indicating disposition of the matter unless such time period is extended in order to obtain input from outside experts. Information from Proponents

**t) Insurance**

Proponents are advised that it is a Tikinagan requirement that for any Contract entered into as a result of this RFP the Contractor shall, at its own expense and without limiting its obligations herein, provide and maintain policies of insurance as outlined below:

- Comprehensive General Liability insurance in an amount of not less than five million dollars (\$5,000,000) inclusive per occurrence against third party claims for bodily injury, personal injury, and property damage (including loss of use thereof). Such insurance shall cover all operations of the insured and include, but not being limited to products and completed operations liability, blanket written contractual liability, owners and contractors' protective liability, owners, and employees as additional insured, and
- Insurance on property of others on an "all risks" basis, including theft, and in an amount sufficient to cover such property in the Contractor's care, custody, and control.

**u) Worker's Compensation Board**

Proponents are advised that it is also a Tikinagan requirement that for any Contract entered into as a result of this RFP the Contractor shall provide a "Letter of Clearance" from The Workers' Compensation Board indicating its account is in good standing.

## 2. Proposal Evaluation

### 2.1. Mandatory Requirements

The following are the mandatory requirements. Proposals not clearly addressing and meeting these mandatory requirements will be considered non-compliant and may not, at the sole discretion of Tikinagan, receive further consideration during the evaluation process.

The Proponent **must** provide details related to the following:

<b>Requirements – Stage I</b>
<b>Mandatory #1</b> – The Proposal must be received by the Submission Deadline as set out in Section 1.3 RFP Timeline.
<b>Mandatory #2</b> – The Proposal must be submitted by email to <a href="mailto:proposals@tikinagan.org">proposals@tikinagan.org</a>
<b>Mandatory #3</b> – The Proposal must be in English.
<b>Mandatory #4</b> – Pricing must be provided in the Rate Bid Form and be in Canadian dollars.
<b>Mandatory #5</b> – The Proponent must abide by Z240 building code for the construction of the units.
<b>Mandatory #6</b> – The Proponent must be able to deliver the modular homes via the Northern Ontario winter road and will be responsible for obtaining any necessary licensing/permits for transporting the modular units

### 2.2. Evaluation Criteria

Proposals meeting the mandatory requirements will be further evaluated and assessed using the following rated criteria and point rated system.

<b>Rated Criteria</b>	<b>Points</b>
<b>Stage II</b>	
Experience and Capabilities of Proponent	20.00
Product Quality and Specifications	30.00
Delivery and Proposed Schedule	20.00
Indigenous Participation and Value-Added Services	10.00
Pricing	20.00
Sub-Total	100.00
<b>Stage III</b>	
References	Pass/Fail
<b>Total</b>	<b>100.00</b>

#### a) Format of Proposal

Proponents should ensure they respond to all requirements in the RFP to receive full consideration during evaluation. A complete response to this RFP will consist of the following documents and should be submitted as separate documents:

- 1) Technical Proposal (PDF)
- 2) Pricing Proposal – Rate Bid Form (PDF)

Proponent responses should:

- Be no more than thirty (30) pages in length, excluding appendices and resumes.
- Include a table of contents including page numbers in sequential order.
- Include the requested sections and follow the section/question sequencing presented.
- Be succinct in your responses.
- Marketing/promotional content should be kept to a minimum.
- Include references to specific questions and provide direct and consolidated answers so that evaluators are not required to search your Proposal for answers.

### 2.3. Stages of Proposal Evaluation

The evaluation of Proposals will be conducted by Tikinagan in the following three (3) stages:

**Stage I** will consist of a review to determine which Proposals comply with all of the Mandatory Requirements of this RFP. Proposals failing to satisfy the Mandatory Requirements as of the Submission Date will be provided an opportunity to rectify any deficiencies. Proposals failing to satisfy the Mandatory Requirements as of the Rectification Date will be excluded from further considerations. Proposals satisfying the Mandatory Requirements before the Rectification Date will proceed to Stage II.

**Stage II** will consist of a scoring of each qualified Proposal on the basis of the rated criteria. A minimum score of **70** out of the possible **100 available points** is required in order for a Proposal to advance to Stage III. Proposals which score less than **70** points at Stage II will be eliminated from further evaluation and consideration.

**Stage III** – Upon completion of Stage II, the top-ranked Proponent's references will be contacted. Note, Tikinagan reserves the right to contact the references for up to three (3) of the top-ranked Proponent's.

### 2.4. Execution of Agreement

The Contractor will be required to execute an Agreement similar in form to that attached as Section 6 of this RFP; such Agreement incorporating the terms and conditions of this RFP and the successful Proposal, except to the extent the terms and conditions of this RFP and the successful Proposal have been expressly superseded by the terms and conditions of any written agreement executed by the parties.

## 3. Specific Requirements

In order for its Proposal to be considered further in the evaluation process, the Proponent should respond, in detail, to each of the following requirements.

### 3.1. Capability and Resources

#### a) Experience and Capabilities of Proponent (20 Points)

Provide the following information:

- 1) Provide a description of your organization's history, size, and experience providing modular units, specifically to remote communities. Please also provide a synopsis of your understanding of the modular requirements of Tikinagan. **(8 points)**
- 2) Provide three (3) relevant project examples completed in the past five (5) year that shows your experience providing modular units with the same or similar scope of services while working with Indigenous, Public Sector, and Social Services organizations. Please provide the following details for each example:
  - client name
  - project start and end dates
  - project scope of work
  - project budget and schedule and if completed on time and within budget
  - challenges encountered and how they were overcome
  - lessons learned.

In addition, Tikinagan reserves the right to consider its own experiences/references with the Proponent when scoring the submission. **(12 points)**

#### b) Product Quality and Specifications (30 Points)

Provide the following information:

- 1) Describe how the proposed modular units meet the general requirements desired by Tikinagan and are a turnkey product with details on all finishings the units come with. **(15 points)**
- 2) Provide details on your ability to provide a standard set up package which includes all hook-ups for the modular units (water, sewer, and electricity) and skirting. **(10 points)**
- 3) Provide a sample drawing of your proposed modular units with specifications clearly laid out. **(5 points)**

#### c) Delivery and Proposed Schedule (20 Points)

Provide the following information:

- 1) Provide a description of your organization's ability and approach to providing modular units to remote communities. Describe your process for delivering modular units via Northern Ontario's winter road. Include details on the permit/licensing process and safeguards in place to ensure the modular units withstand transportation on the winter roads. **(10 points)**
- 2) Provide your lead time on the modular units and your ability to deliver the required units in February/March 2024. **(7 points)**

- 3) Describe any challenges you would anticipate in delivering the modular units, and how you will create solutions to overcome these challenges. **(3 points)**

**d) Indigenous Participation and Value-Added Services (10 Points)**

Provide the following information:

- 1) Provide details on Indigenous Ownership (if applicable), Indigenous persons training and development, or skills training, and Indigenous persons hours in the Proposal. **(6 points)**
- 2) Provide details on any other value-added services offered and your ability to provide optional project management services that Tikinagan may require for coordinating and preparing the site for the modular units. **(4 points)**

**3.2. Pricing**

**a) Proposal Fees**

Provide detailed pricing using the provided Rate Bid Form in Section 7.

Financial submissions will be scored using a pricing formula. The financial scoring is a percentage of the total possible points based on the bid value as a prorated formula with the greatest points awarded to the lowest bid. For example: if the lowest bid offered by one proponent is \$100 that proponent would score 100%. A proponent who bids \$125.00 will receive a score of 80% of the total possible points and a proponent who bids \$200.00 would score 50% of the total possible points.

**3.3. References**

Provide three (3) references, where your company currently has provided services similar to those outlined in this RFP, including the information below. Tikinagan reserves the right to contact references without further approval from the Proponent.

- Name and Title;
- Name of Company;
- Telephone number and email address;
- Description of Services
- Length of service
- Value of contract.

## 4. Proponent's Response Documents

Failure to complete and sign this form may result in Tikinagan disqualifying a Proposal.

### Proposal Document

We \_\_\_\_\_ of \_\_\_\_\_  
 (Company Name) (Business Address)

I/We the undersigned have reviewed this RFP, including all Addenda and examined all conditions affecting the provision of the Modular Housing - 2023-2, are satisfied that we fully understand the intent and declare that: (i) we accept all terms and conditions set forth in the RFP; (ii) we have adequate personnel, equipment, facilities and resources to fulfill the requirements of the RFP; and (iii) the content of our Proposal is true and accurate.

### Confirmation of Mandatory Requirements

Proponents to confirm the mandatory requirements below by checking Yes/Pass or No/Fail.

Note: Failure to meet these requirements will result in the disqualification of the Proposal.

Requirements – Stage I	Yes/Pass	No/Fail
<b>Mandatory #1</b> – The Proposal must be received by the Submission Deadline as set out in Section 1.3 RFP Timeline.		
<b>Mandatory #2</b> – The Proposal must be submitted by email to <a href="mailto:proposals@tikinagan.org">proposals@tikinagan.org</a>		
<b>Mandatory #3</b> – The Proposal must be in English.		
<b>Mandatory #4</b> – Pricing must be provided in the Rate Bid Form and be in Canadian dollars.		
<b>Mandatory #5</b> – The Proponent must abide by Z240 building code for the construction of the units.		
<b>Mandatory #6</b> – The Proponent must be able to deliver the modular homes via the Northern Ontario winter road and will be responsible for obtaining any necessary licensing/permits for transporting the modular units		



I/We hereby offer to Tikinagan Modular Housing - 2023-2 requested as detailed in our Proposal in accordance with the terms and conditions set out in this RFP.

Phone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

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

Executed this: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Name and Title: \_\_\_\_\_

(Please Print or Type)

## 5. General Terms and Conditions

- 1) **Submission:** Proposals must be provided on this electronic form.
- 2) **Closing Date and Time:** Submissions received after this deadline will not be considered.
- 3) **No Substitutions:** Proposals accepted for specified products/services only, substitutions not allowed.
- 4) **Pricing:** Quoted prices must include all duty, handling, packaging, shipping, cartage, freight, and postage charges as applicable. Prices must be FREIGHT PREPAID, F.O.B. DESTINATION(S). Quote prices HST extra. Quoted prices must be NET prices and must reflect any promotional or cash discount that may be offered by the Proponent. Quotes must be valid for 30 days. Tikinagan reserves the right to negotiate minor changes or variations to this RFP with the successful Proponent without recalling the RFP.
- 5) **Addenda:** If Tikinagan, for any reason, determines that it is necessary to provide additional information or clarification relating to this RFP, such information or clarification will be communicated by Addenda. Such Addenda may contain important information including significant changes to this RFP. Tikinagan reserves the right to post in writing as Addenda any or all questions and answers related to the RFP. Each addendum shall form an integral part of this RFP.
- 6) **Inquiries:** It is the responsibility of Proponents to obtain clarification on any details in this RFP it considers to be unclear, ambiguous, or inconsistent. Tikinagan will not be responsible for any misunderstanding on the part of the Proponent concerning this invitation. All questions are to be submitted in writing and must be received not less than two (2) working days before the Closing Date and Time. Direct questions to the person initiated the RFP via email.
- 7) **Clarification of Submitted Bids:** In evaluating the submitted bids, Tikinagan may request written clarification or the submission of supplementary written information from any one or more Proponent. No verbal arrangement or agreement, relating to the goods, material, articles, equipment, work, or service specified or called for under this quotation sheet will be considered binding, and every notice, advice, or other communication, pertaining thereto, must be in writing and issued by a duly authorized person of Tikinagan.
- 8) **Payment:** Tikinagan's payment policy is Net 30 days from receipt of invoice.
- 9) **Product Quality:** If the awarded Contractor delivers substandard or flawed items, which are rejected by Tikinagan, the Contractor agrees to replace these items at their expense, with items of a quality deemed acceptable to Tikinagan, within a mutually agreed time period. If the Contractor fails to replace the items within the mutually agreed time period, the parties agree that Tikinagan may purchase substitutes for the rejected items in the open market.
- 10) **Warranty:** Warranty: State length and terms of warranty. The Contractor warrants that the products will be free of all defects in manufacture and workmanship and shall be fit for the purpose intended and shall assign all manufacturers' warranties to the Tikinagan. Tikinagan staff must not be required to register standard or extended warranties in order to make them effective. Where registration is required, the Contractor will provide this service.

- 11) Delivery:** Items will be delivered to the community specified at the time of order.
- 12) Disqualification:** Any quotation submitted which does not strictly comply with the provisions, procedures, and requirements of this RFP, or is incomplete, ambiguous, or which contains errors, alterations, misleading information, omissions, or irregularities of any kind, may be rejected, and disqualified at the discretion of Tikinagan.
- 13) Termination:** Tikinagan reserves the right to unconditionally terminate this agreement for cause if, in its opinion, the successful bidder fails or neglects to meet the terms and conditions of the RFP and any resulting agreement. Notwithstanding the termination of the agreement, the successful bidder shall remain responsible for its obligations under this agreement up to the date of termination.
- 14) Indemnification:** The Contractor shall be responsible for any and all damages or claims for damages which may be caused by the acts or omissions of himself/herself or his/her employees or his/her agents, and shall indemnify and save harmless Tikinagan, its officers, employees, board members and agents against all claims and respect thereof.
- 15) Damages/Shortages:** The Contractor shall be responsible for all damages, shortages, and claims. Any materials received in damaged or short condition must be replaced immediately by the Contractor. Tikinagan will not bear any portion of the cost of such replacement. The Contractor will be responsible for initiating and completing claims with the carrier. All disputes and queries will be handled directly by each user with the Proponent.
- 16) Laws and Regulations:** The Contractor shall comply with the relevant federal, provincial, and municipal statutes, regulations and by-laws pertaining to the work and its performance including Worker's Compensation, Occupational Health & Safety and WHIMS legislation. The successful bidder shall be responsible for ensuring similar compliance by its suppliers and subcontractors. The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.
- 17) WSIB:** Where applicable, the Contractor shall submit to Tikinagan at the time of entering into the contract a Certificate of Clearance from the Workplace Safety and Insurance Board of Ontario. Such Clearance Certificates shall indicate that the Contractor and any prior-approved subcontractor(s) have complied with the requirements of the WSIB and is (are) in good standing with the WSIB. WSIB coverage shall be maintained throughout the contract period. The Contractor shall pay the WSIB all assessments and levies required by it in respect of its staff and otherwise observe the regulations and directions of the WSIB.
- 18) Insurance:** The Contractor shall maintain during the term of the contract the insurance set out and provided for in Section 1.5s. of the RFP. Tikinagan reserves the right to request proof of coverage at any time throughout the duration of the contract.
- 19) NDA:** If onsite work is part of the RFP or if confidential information is to be shared, the Contractor and its onsite staff will be required to sign a Tikinagan Non-Disclosure Agreement.
- 20) Award:** Tikinagan reserves the right to reject any, any part, or all submissions, and the lowest or any submissions will not necessarily be accepted. A contract will be issued by Tikinagan to the successful bidder.

**Tikinagan will consider any experienced and responsible Proponent that can fulfill the needs as stated in the specifications above or equivalency. Tikinagan can choose any Proponent that meets the RFP requirements and vendor selection criteria and does not base the decision solely on price.**

**In completing a response to this RFP, the Proponent agrees to respect Tikinagan's contracting process, its decision makers, and their decisions.**

## 6. Sample Agreement

Proponents are to provide a sample Master Services Agreement with there Proposal for Tikinagan to review.

## 7. Rate Bid Form

### Instructions

Pricing information is to be provided in a separate file from the Technical Proposal. No pricing information should be included in the Technical Proposal.

The pricing proposal should include the following information:

1. Firm fixed price for completion of all work described in your Technical Proposal, inclusive of all fees and expenses and exclusive of applicable taxes.
2. Proponents must not amend this form in any way other than by providing the requested information.
3. No other fees or charges are payable for the Deliverables other than those set out on this Form.
4. Proponents must ensure pricing meets all deliverables as outlined in the RFP.
5. Pricing Assumptions.
6. Rates must be provided in Canadian Dollars, exclusive of HST.
7. Proponents asked to hold pricing for 90 days from the Submission Deadline.

Proponents to complete the following schedule:

Item	Qty*	Price Each	Total Price
One-bedroom, one-bath unit	3	\$	\$
Two-bedroom, one-bath unit	3	\$	\$
Set-up Package (includes connections water, sewer, electricity and skirting of units)	6	\$	\$
Delivery Fee**			
Sachigo Lake	2	\$	\$
Poplar Hill	2	\$	\$
Fort Severn	2	\$	\$
<b>TOTAL COST (exclusive of applicable taxes)</b>			<b>\$</b>

\*Quantities are estimates only and may change at the sole-discretion of Tikinagan.

\*\*Three (3) communities provided as an example of where the units may be delivered. Note - the Successful Proponent will be provided with the exact locations.

Optional Pricing – for information purposes only, will not be evaluated.

Proponents to provide the following:

1. Rate sheet for resources (hourly rates)
2. Provide a breakdown of rates for available project management services to select from.
3. Price for material and installation of stairs and/or ramps for a modular unit. Ramps and stairs must comply with applicable building codes and match the style and colouring of the proposed units.