

MOHAWK COUNCIL OF AKWESASNE

REQUEST FOR PROPOSALS MODULAR HYDROPONIC FARM

The Mohawk Council of Akwesasne is seeking proposals for a Modular Hydroponic Farm to supply, deliver and install a modular hydroponic farm for Akwesasne, where it will be used to grow produce year-round to distribute healthy foods to the community.

One vendor will be selected that meets or exceeds the requirements identified in this RFP.

RFP Submission Requirements:

Please submit your proposal in Word, Excel or PDF format. Digital submission highly recommended.

Digital submissions to ecdev@akwesasne.ca Indicate RPF – Modular Hydroponic Farm in the title	Hard Copies dropped off or mailed to: Mohawk Council of Akwesasne Department of Economic Development 167 International Road, Unit #3 Akwesasne, ON K6H 0G5
First Nation: Mohawks of Akwesasne Prepared by: Department of Economic Development Submission Deadline: March 13, 2023, 3:00 pm, EST.	Contact Information regarding the RFP: Kylee Tarbell, Director of Economic Development ecdev@akwesasne.ca (613)575-2250 x1801



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Invitation

The Mohawk Council of Akwesasne, hereby referred to as the “MCA”, is seeking proposals from controlled environment agriculture companies to supply, deliver and install a modular hydroponic farm within the First Nation jurisdiction at the A’nowarako: wa Arena, Kawehno:ke (Cornwall Island, Ontario Canada). We seek to work with a company with referenceable customers, and those who have proven experience working successfully with First Nation partners is an asset.

The purpose of this project is to provide the MCA with a method of growing fresh produce on site year-round to supply local food service organizations, retail food outlets, and members of the community. The farm will also serve as an educational opportunity, showcasing sustainability for the community and will be a demonstration of our commitment to helping our community continue moving towards more sustainable food solutions.

FOOD SOVEREIGNTY FOCUS: The MCA has a priority of supporting our community with food sovereignty enrichment and establishing a new hydroponic growing operation that will become a self-sustaining business entity. In addition, our proposed farm will be designed to create local, meaningful jobs, serve as an educational opportunity for youth, and be a showpiece of sustainability for the school and a demonstration of our commitment to stewardship of the land and water.

Prospective bidders must familiarize themselves with all aspects of the work needed for this RFP. The Contractor shall be registered and licensed in the Province of Ontario and/or the Province of Quebec, be available on demand and ensure that the project is completed to the approved scope of work, within the approved schedule, and budget. Professional consultants and/or service providers who are sub-contractors to the proponent must also be registered and licensed in the Province of Ontario and/or the Province of Quebec. If the proponent chooses to utilize an Akwesasne based sub-contractor, the sub-contractor must be registered with the Mohawk Council of Akwesasne’s Office of Economic Development.

Full Project implementation, including training should be completed by March 31, 2024

Request for Proposal Issued: February 21, 2023

Last Day for Questions: March 3, 2023

Proposal Due: March 13, 2023

Selection of Contractor: March 21, 2023

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Section 1. Instructions to Contractors:

1.0 Requirements

When responding to this RFP, Respondents are to provide proposal responses on how their proposed solution will meet each of the elements of the requirements outlined below. They are required to address each item in the order established below, using the item numbers to identify which requirement they are referencing.

A full explanation/justification must be provided for any deviations from the requirements outlined below.

Respondents must ensure that their summary includes a full description of their technology and related services, including any relevant metrics such as production volume, energy usage, etc and a detailed description of your proposed approach to achieve the deliverables requested by this RFP. Describe any technological advancements/achievements, special techniques or product elements that you believe give you a competitive advantage.

Proposals will be scored on their proposed solution and their ability to meet the requirements outlined below, as described in the evaluation criteria set out in this document. In addition, a Map of the location as well as a birds eye view of the location is included at the end of the RFP.

1.1 Deliverables

- Company Profile: We are looking to work with an accomplished firm offering modular hydroponic farms to enable us to grow fresh produce in our community. Please provide the following company profile information:
 - a. Provide experience and details, including a company background/history establishing that the Respondent is qualified to provide the services described in the Requirements section of this RFP.
 - b. Length of time the Respondent has been providing similar services as described in this RFP to other clients. Please provide a brief description on the number and scope of clients.
 - c. Company ownership. If incorporated, provide the Province, Territory or State in which the company is incorporated and the date of incorporation.
 - d. Location of company offices.
 - e. Number of employees both locally and nationally.
 - f. Name, address and telephone number of the Respondent's point of contact for the Agreement resulting from this RFP.
 - g. The name of the contact person who will be responsible for oversight of the Requirements/Deliverables
- Project Team: We seek to work with an experienced, knowledgeable Project Team with a proven track record of delivering projects of a similar size and scope to the requirements laid out in this RFP.
 - a. Provide a summary of your Project Team's qualifications and recent/relevant experience to undertake the Requirements/Deliverables set out in this RFP.
 - b. Describe the team's experience working with Indigenous partners, particularly as it relates to navigating economic development priorities of Indigenous communities.

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- c. Provide the name(s), role(s) and CV(s) of all the individual(s) who will be delivering the Requirements/Deliverables to the Mohawk Council of Akwesasne. The CV(s) should include specifics related to the individual's experience implementing relevant work as per the Requirements/Deliverables of this RFP. It should also include all relevant education (Bachelor's, Master's, PHD, etc) and training experience that the individual possesses as it relates to any necessary technical and horticultural knowledge.
- d. State any 3rd part Subcontractor(s) who will be utilized. Any and all potential Subcontractors used to fulfill the Requirements must be identified in this section of your Proposal.

Project Team Table

The following table must be completed and included in your proposal:

Project Team Member – Resource (Name)	Role & Key Qualifications	Proposed Hours Per Resource	Percentage of the total project time per Resource
Person 1 (Name)			
Person 2 (Name)			
Etc.			
Total # designated			

- **Technology:** Provide a detailed description of your technology, outlining its origins and time in-market, any iterations you have performed, and any competitive advantages you have over other products in the space. Include the following information/metrics:
 - a. Weight/units of anticipated food produced on a weekly basis.
 - b. Dollar value of anticipated food produced on a weekly basis.
 - c. Length of growing season.
 - d. Inputs used per system on a yearly basis, including:
 - i. Water
 - ii. Electricity
 - iii. Etc (any other inputs that coincide with your system)
 - e. Average timeline to first harvest achieved by customers similar to us, from the time of ordering your solution to reaching marketed productivity/yields.
 - f. List of types of produce that can be grown using the farm.
 - g. Outline any efforts undertaken in order to take the feedback, perspectives and needs of Indigenous partners into account when designing the solution.

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- **Capacity Development:** We are seeking to work with a firm who can provide full-service training on the start-up and ongoing maintenance of the farm. Describe the scope of your training program, including the following elements:
 - h. Title of the course
 - i. Duration of the training
 - j. Location of the training (ex. on-site, virtual, etc)
 - k. Any pre-work or reading that participants are required to do in advance of the training.
 - l. A full course outline, including topics covered and learning objectives for each module.
 - m. Any certifications that participants earn upon completion of the training, if applicable
- **Technical Support:** The project farm needs to be delivered in 2023 and include pricing for at least 5-year of technical and operational support, with an option to extend for additional 5-year periods.
 - a. Provide a workplan which outlines the proposed operational schedule for the following five phases: Site preparation, 2) Farm delivery and setup, 3) Operator training, 4) Timeline to first harvest, 5) Ongoing support and maintenance.
 - b. Provide details regarding the life span of the equipment and infrastructure, along with current market costs for repairs, replacements, or any other maintenance costs associated with the farm.
 - c. Support package must include at least 250 hours of technical and horticultural support, 250 hours of business support, and 250 hours for project management.
- Include a proposed budget for the completion of the work.
- Include three (3) current references from clients of a comparable size and scope. Detail the work provided, scope, project details and current product status. Include all contact information (Name, Title, Email, Phone Number, Organization Name and Address).

Addenda: If the MCA determines that an Addendum is necessary, the MCA will notify proponents, and the document shall become part of the RFP Document(s). Questions for clarification that alter the method, pricing and or specifications of the submission will be posted in the form of an Addendum. It is the responsibility of the Contractor to ensure that it has retrieved any Addenda as noted.

Liability of Errors: While the MCA has taken considerable effort to ensure an accurate representation of information in this RFP, the information contained is supplied solely as a guideline for the Contractor. The information is not guaranteed or warranted accurate by the MCA, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Contractor from forming their opinions and or conclusions with respect to the Work as described in this RFP.

Contractor Expenses related to RFP: MCA accepts no liability for the costs and expenses incurred by the Contractor. The Contractors are solely responsible for their own expenses in preparing and submitting Proposals, and for any sample requests, meetings, negotiations or discussions with or presentations to the MCA or its representatives and contractors, relating to or arising from this RFP.

Acceptance and Rejection of Proposals: This RFP does not commit the MCA, in any way to select any Contractor or accept any Proposal and the MCA reserves the right in its sole discretion to postpone or cancel this RFP at any time for any reason whatsoever and to proceed with the Services in some other manner separate from this RFP process. Contractors are advised that the lowest or any Proposal may not necessarily be accepted. Contractors are

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cautioned to carefully read and follow the instructions stated herein, as the MCA reserves the right to disqualify any Proposal that fails to meet any of the requirements of this RFP. If any Proposal contains a deficiency or fails in some way to comply with any requirement of the RFP, which in the opinion of the MCA is not material, the MCA may waive the defect and accept the Proposal. The determination of whether or not to disqualify or otherwise remove any Proposal from the evaluation process will be made in the sole discretion of the MCA.

Ownership of Proposals: All Proposals submitted, other than any Proposal withdrawn prior to the Established Closing Date and Time of Proposals or any late Proposals, become the property of the MCA and will not be returned to the Contractors.

Upset Limit to Contractor Costs: The estimate submitted by the successful Proponent shall be the upset limit and the Proponent shall not be paid in excess of the upset limit without the prior written approval of the Mohawk Council of Akwesasne. Any work that is felt to be outside the scope of the RFP must be identified and discussed with the Mohawk Council of Akwesasne Ms. Kylee Tarbell, Director of Economic Development and the Executive Director for authorization and resolution. If additional costs are to be incurred over the upset limit, written authorization to proceed must be obtained prior to the commencement of the additional work.

Further, no invoice will be honored for any work whatsoever that was not authorized by the Mohawk Council of Akwesasne Project Manager / Director in writing. Verbal authority, regardless of the source, will not be honored in considering invoices.

Unless specifically stated in the Request for Proposals documents, the Contractor shall obtain and pay the fees for all services (the printing and mailing, transportation and accommodation).

All Contractors are requested to list as a separate price, any features that they can provide in addition to the basic specifications provided herein and submit information with their bid for evaluation by MCA. These items may be items not formerly identified in the scope of work and may be considered as an option for MCA's consideration.

GENERAL TERMS AND CONDITIONS:

Notification of Award: The Successful Contractor will be notified in writing and required agreeable obligations will need to be fulfilled before the Work can begin. Unsuccessful proponents will also be notified in writing.

Form of Agreement - Service Contract: The Successful Contractor will enter into an Agreement for services with the Mohawk Council of Akwesasne within fifteen (15) days of notice of award.

Interpretation: Should a dispute arise regarding the meaning or intent of the contract documents; the decision of the Owner shall be final. The Owner will be represented by the Director of Economic Development.

Document Requirements at Time of Contract Execution: Subject to an award of the Proposal, the successful Contractor is required to submit the following documentation in a form satisfactory to the Owner for execution within ten (10) working days after being notified to do so:

- a) Insurance documents listing all coverage and amounts as indicated.

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b) Workplace Safety and Insurance Board (WSIB) Clearance Certificate or Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST).

a) Insurance documents listing all coverage and amounts as indicated.

The successful contractor shall, at their expense, obtain and keep in force during the term of this Agreement:

1. Comprehensive General Liability Insurance satisfactory to MCA, issued on an occurrence basis for an amount not less than \$2,000,000 per occurrence/\$2,000,000 annual aggregate for any negligent acts or omissions by the contractor relating to its obligations under this Agreement. Such insurance shall include, but not limited to bodily injury, death and property damage including loss of use; personal and advertising injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employer's liability; tenant's legal liability; cross liability and severability of interest clause. Such insurance shall not contain a failure to perform exclusion.
2. The Mohawk Council of Akwesasne shall be names as an additional insured there under;
3. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the MCA.
4. The Proponent shall carry a minimum of \$2,000,000 Professional/Contractor Error and Omissions Liability Insurance per claim. This policy is not to be construed as a limit on the liability of the Contractor in the performance by the Contractor of its professional services under this Agreement.
5. Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000. inclusive for each and every loss.
6. Proof of Insurance: The successful Contractor shall at their own expense within ten (10) days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the MCA with proof of insurance certificates as noted above.

b) Workplace Safety and Insurance Board (WSIB) Clearance Certificate.

Safety Requirements:

The Contractor will meet all required safety standards and laws that are in effect on the date of the bid for the item(s) that are being specified and the particular use for which they are meant. The successful Contractor must be covered by WSIB and is required to provide a valid WSIB certificate for the duration of the contract.

Indemnity: The successful Contractor agrees to fully indemnify and hold harmless the MCA from and against all suits, judgments, claims, demands, expenses including reasonable legal fees, actions, causes of action and losses of any kind and for any and all liability which the MCA may incur, sustain or suffer as a result of, arising out of or in any way related to the matters addressed in this Agreement occasioned wholly or in part by any negligent act or omission whether willful or otherwise by the contractor, their agents, officers, employees or other persons for whom the contractor is legally responsible, unless such losses are caused solely by the MCA's own negligence or misconduct.

The policies shown above shall not be cancelled unless the Insurer notifies the MCA in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Mohawk Council of Akwesasne.

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Evaluation Criteria

Experience in general project management within a First Nations context (15%)	<ul style="list-style-type: none">• The Respondent's background and experience of their firm will be assessed.• The evaluation will be focused on the Respondent's track record of successful service and support to customers of similar size and scope. This will include the Respondent's ability to manage projects in a First Nations context, manage timelines and apply good project management skills to diverse situations.
Experience of the assigned project team in delivering modular hydroponic farms in an efficient and effective manner (15%)	<ul style="list-style-type: none">• The Respondent will be evaluated in terms of their ability to undertake the assigned work, including their qualifications, skillsets and related industry experience.• The Respondent's experience in delivering modular hydroponic farms to customers will be evaluated based on descriptions of past work.• A minimum of three (3) current references from clients of comparable size and scope will be requested.• Preference will be given to Respondents who have at least 5 years of in-market experience servicing similar solutions.
Respondent's experience in working with Indigenous communities and familiarity with tailoring their offering to an Indigenous context (25%)	<ul style="list-style-type: none">• The Respondent's background and experience working with Indigenous partners will be assessed.• The Respondent's offering will be assessed based on its ability to serve the needs and desires of the MCA, including but not limited to:<ul style="list-style-type: none">○ A training program suitable and tailored to Indigenous learners;○ Proven ability to generate economic returns for the community; and○ Long-term support provided to sustain the project over time.

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	<ul style="list-style-type: none"> ● Preference will be given to Respondents who can provide references to Indigenous customers who have been growing using their modular hydroponic farm for at least one (1) year.
Modular hydroponic farm technology and service offering (40%)	<ul style="list-style-type: none"> ● The Respondent will be evaluated on whether their technology possesses the following characteristics: <ul style="list-style-type: none"> ○ Ability to grow year-round (in temperatures as low as -40 degrees Celsius and as high as +40 degrees Celsius) ○ Automated system management for onsite and remote control with 5 years of software licenses ○ Integrated watering system ○ Integrated air filtration ○ Integrated grow lights ○ Food-safe storage for harvesting ○ Critical spares kit (back-up parts to avoid crop destruction due to system failure) ○ Integrated heating and cooling ○ Vestibule with sink and storage ○ Water tank with hose access ○ Electrical panel with backup generator accommodation ○ External safety lights ○ Ramp access with handrail ○ Ability to cover exterior with a custom wrap / decals ● The Respondent will be evaluated in terms of their service offering's ability to fulfill the following requirements: <ul style="list-style-type: none"> ○ Ongoing on-demand technical and operational support that can be called upon if/when issues arise. ○ Full-service training program on farm operation that can be completed

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	<p>within five (5) days and can accompany learners for four (4) months during the startup process.</p> <ul style="list-style-type: none">○ Ability to order growing and maintenance materials through the Respondent on a regular basis at competitive rates.● Respondents will be required to provide verifiable production metrics from customers that have been growing for at least one (1) year.● Preference will be given to Respondents who manufacture their products in Canada.
Suggested approach to this project and demonstration of effective operational timeline (15%)	<ul style="list-style-type: none">● The Respondent will be evaluated on their proposed approach to this specific project and their ability to demonstrate an effective operational timeline and rollout of this project.
Cost within budget (20%)	<ul style="list-style-type: none">● Total proposal costs

RFP Closing Date & Submission Instructions

It is the sole responsibility of the Respondent to submit their response to MCA – Department of Economic Development prior to the established Closing Date and Time by Hand / courier delivery method or electronically:

- Electronically email in MS Word/MS Excel/PDF format only.
- For Hand delivery / courier delivery, you must submit four (4) hard copies and one (1) electronic version in MS Word/PDF Format submitted on an external flash drive.

Proposals will be received at:

Mohawk Council of Akwesasne
C/O Department of Economic Development
Peace Tree Trade Centre Unit #3
167 International Road
Akwesasne, Ontario, K6H 0G5
(613) 575-2250, Ext. #1801
Email address: ecdev@akwesasne.ca

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until:

3:00pm EST – March 13, 2023

Late proposals will NOT be accepted and will be returned unopened to the Contractor, no exceptions.

Note: Although every attempt will be made to meet all dates, the MCA reserves the right to modify any or all dates at its sole discretion at any time

Acceptance and Rejection Proposals: This RFP does not commit the MCA, in any way to select any contractor or accept any Proposal and the MCA reserves the right in its sole discretion to postpone or cancel this RFP at any time for any reason whatsoever and to proceed with the Services in some other manner separate from this RFP process.

Contractors are advised that the lowest or any Proposal may not necessarily be accepted. Contractors are cautioned to carefully read and follow the instructions stated herein, as the MCA reserves the right to disqualify any Proposal that fails to meet any of the requirements of this RFP. If any Proposal contains a deficiency or fails in some way to comply with any requirement of the RFP, which in the opinion of the MCA is not material, the MCA may waive the defect and accept the Proposal. The determination of whether or not to disqualify or otherwise remove any Proposal from the evaluation process will be made in the sole discretion of the MCA.

Due to the nature of the project, Preference will be given to Respondents that manufacture in Canada.

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Sustaining our inherent rights, facing challenges together, and building a strong and healthy future.



Location Maps:

