



8 September 2023

Our Ref: CL-LTR-00120

Dear Prospective Proponents

**Re: FNCIAS Housing Conditions Assessment Pilot Project**

Please find attached the Request for Proposal (RFP) for the above referenced pilot project. The proposed Housing Conditions Assessment (HCA) project is currently in the pilot phase. Your initial proposal submission will be reviewed, and a pool of prospective proponents will be identified and contacted by FNCIAS. FNCIAS will follow up with the accepted pool of proponents and each proponent will be asked to provide updated detailed costing for completion of the project work at a specific First Nation with specified housing numbers provided.

The First Nations Capital and Infrastructure Agency of Saskatchewan (FNCIAS) is looking to obtain proposals from qualified consultants/contractors. Collaboration between multiple entities for a single submission is encouraged if needed to meet RFP requirements.

As identified in the RFP, proposal submissions are to be submitted to the following by 2:00pm MST on September 26th, 2023:

Keli Just  
FNCIAS  
#104-335 Packham Avenue  
Saskatoon, SK S7N 4S1  
[keli.just@fncias.ca](mailto:keli.just@fncias.ca)

If your team is unable to meet the identified submission timeframes outlined in the RFP, please identify this in your "Receipt Confirmation" submission due September 12th, 2023.

Yours sincerely

**Keli Just**  
Senior Manager of Engineering  
FNCIAS



**First Nations Capital  
& Infrastructure Agency  
of Saskatchewan**

Request for Proposal

# Housing Conditions Assessment



Image Source: Whitecap Dakota First Nation

Uncontrolled water control

FNCIAS

**Request for Proposal – Housing Conditions Assessment**

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## Contents

<b>1. Introduction</b>	<b>4</b>
<b>2. Objective</b>	<b>5</b>
<b>3. Scope of Work</b>	<b>5</b>
3.1. Data Collection	5
3.2. First Nation Engagement	6
3.2.1. Kick-Off Meeting	6
3.2.2. Interviews and Open House	6
3.2.3. First Nation Assistance	7
3.2.4. Capacity Development and Training	7
3.3. Housing Conditions Assessment	7
3.3.1. Site Inspection	8
3.3.2. Interior Observations	8
3.3.3. Exterior Observations and Infrastructure Connections	8
3.3.4. Site Conditions/Environment and GPS	9
3.4. Housing Needs Assessment	9
3.5. Housing Administration Assessment	9
3.6. Evaluation of Information and Reporting	10
3.6.1. Planning and Funding Support	10
3.6.2. Annual Review Process	10
3.6.3. Long Term Inspection Schedule	10
3.7. Project Deliverables	10
<b>4. Project Management</b>	<b>10</b>
<b>5. Project Schedule</b>	<b>11</b>
<b>6. Fee Summary (Rates/Pricing)</b>	<b>12</b>
<b>7. Insurance, Health, Safety, and Liability</b>	<b>12</b>
7.1.1. Insurance	12
7.1.2. Health and Safety Plan	12
<b>8. Standards</b>	<b>12</b>
<b>9. Special Considerations</b>	<b>13</b>
9.1. Indigenous Participation	13
<b>10. Minimum Qualifying Criteria</b>	<b>13</b>
<b>11. Proposal Submission</b>	<b>13</b>
11.1. Incurred Costs	14
11.2. Proposal Modifications	14
11.3. Proposal Withdrawal	14



11.4.	Proposal and Proposed Schedule .....	14
<b>12.</b>	<b>Contract Award.....</b>	<b>15</b>
12.1.	Evaluation Criteria .....	15
12.2.	Concurrent Negotiations .....	15
<b>13.</b>	<b>Reservation of Rights .....</b>	<b>15</b>
<b>14.</b>	<b>General Conditions and Other Information .....</b>	<b>16</b>
14.1.	Business Licence & Permitting Requirements .....	16
14.2.	Cost of Preparing the Proposal .....	16
14.3.	Confidentiality .....	16
14.4.	No Collusion .....	16
14.5.	Limitation of Damages .....	17
14.6.	No Lobbying.....	17
14.7.	Information in RFP Only an Estimate .....	17
14.8.	Legal Due Diligence .....	17
14.9.	No Guarantee of Volume of Work. ....	18
14.10.	Indemnity .....	18
14.11.	Time Disputes.....	18
14.12.	Interpretation and Governing Law .....	19
14.13.	Limit on Liability .....	19
<b>15.</b>	<b>Proponent Service Agreement and Closing.....</b>	<b>19</b>
15.1.	Return of Service Agreement .....	20
15.2.	Failure to Return Services Agreement .....	20
15.3.	Obtaining Approval .....	20
<b>16.</b>	<b>Conflict of Interest and Prohibited Conduct .....</b>	<b>21</b>
16.1.	Conflict of Interest.....	21
16.2.	Disqualification for Prohibited Conduct .....	21
16.3.	Prohibited Proponent Communications .....	21
16.4.	Proponent Not to Communicate with Media .....	21
16.5.	No Public Comment.....	22
16.6.	Illegal or Unethical Conduct.....	22
16.7.	Past Performance or Past Conduct.....	22
<b>17.</b>	<b>Procurement Process Non-Binding .....</b>	<b>22</b>
17.1.	No Contract A and No Claims .....	22
17.2.	No Contract until Execution and Delivery of Written Service Agreement.....	22
17.3.	Non-binding Price Estimates .....	23
17.4.	Effect of this RFP.....	23

## 1. Introduction

Indigenous populations across Canada are subject to disproportionate numbers of inadequate housing compared to non-Indigenous populations. Research suggests that the current housing and infrastructure gap in Canada contributes to ongoing and increasing disparities in education, economic, social, and health outcomes between Indigenous and Non-Indigenous populations. Shelter is one of the basic physiological human needs along with water, food, air, and connection. The First Nation Capital and Infrastructure Agency of Saskatchewan (FNCIAS) acknowledges the concept of the Treaty Right to Shelter that is prevalent across Turtle Island. Access to adequate and suitable shelter or housing is imperative for the health and wellbeing of all peoples. Adequacy in this context means that housing meets social, economic, environmental and/or cultural needs.

The support for and provision of adequate housing and infrastructure for Saskatchewan member First Nations is a primary focus for the FNCIAS. This focus aligns with FNCIAS's 2023 Workplan and the necessity to both catalogue existing housing assets including required major and minor renovations of each member First Nation as well as the housing need present within each Nation. Furthermore, the purpose of this RFP aligns with FNCIAS's Institutional Development Plan (IDP) for 2023-2026 and the transformation and transfer of current programs administered by Indigenous Services Canada to an indigenous led organization, FNCIAS.

Two prominent issues related to housing on Reserves in Saskatchewan and across Canada include a lack of housing and sub-standard housing Conditions. Firstly, there are currently not enough houses available for all those that require or request housing and shelter on Saskatchewan First Nations.

The second issue relates to the Conditions and function of existing dwellings located on Reserve land. Housing for off-reserve members is not to be addressed or considered at this time.

Data from the 2021 Census<sup>1</sup> along with anecdotal evidence from First Nations indicates that there are several concerns related to existing housing and shelter on Reserve lands including:

- Overcrowding
- Presence of mould and fungus
- Structural deficiencies
- Dwellings in need of major repairs
- Various minor repairs and deficiencies; and
- Lack of capacity and support to properly manage housing on Reserve

Suitable and adequate housing provides a safe place and an environment that is conducive for individuals and families to live, grow, succeed, and thrive. The ongoing presence of mould and fungus, overcrowding, and dilapidated structures can contribute to the spread of chronic illness, infectious and respiratory diseases, injuries, and poor mental health. Internal capacity struggles in housing and housing management at First Nations is also an area that deserves more focus and attention to ensure that limited resources and funding are efficiently utilized for member benefit.

The western definition of a home centres around the physical place or site where people live. This is complementary to many indigenous views of what a home can be.

*"Indigenous conceptualizations of home extend beyond the physical and social environments in which a person lives. Home can be conceived as the relationships that connect a person to all that surrounds them including people, plants, animals, insects, and land as well as ancestors, stories, languages, songs, and traditions."<sup>2</sup>*

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<sup>1</sup> Housing Conditions among First Nations people, Métis and Inuit in Canada from the 2021 Census (statcan.gc.ca)

<sup>2</sup> More than a structure: Exploring the relationship between Indigenous homemaking practices and wholistic wellbeing - ScienceDirect

The government of Canada has acknowledged that there is a gap in housing and infrastructure resources and the outcomes achieved between First Nations and other Canadians. The quantification and validation of the current housing and infrastructure gap is one of the first steps in addressing this growing disparity. The completion of this Housing Conditions Assessment (HCA) will assist First Nations and FNCIAS in developing an appropriate housing management plan, identifying potential solutions to closing the housing gap, and help to quantify the financial, human, and funding resources required to support widespread change in housing conditions, housing maintenance, and housing needs at member First Nations in Saskatchewan.

## 2. Objective

The objective of this request for proposal (RFP) is to receive proposals from qualified consultants and/or contractors to develop a pool of qualified consultants and/or contractors (the proponent) to undertake a Housing Conditions Assessment (HCA). Included in the HCA is completion of a Housing Needs Assessment and resulting Housing Needs Assessment Report (HNAR) of all homes on one member First Nation in Saskatchewan. An additional objective relates to identifying the capacity of the Nation's housing administration, management team, systems, and processes in operation. This work will be done as part of a Housing Administration Assessment (HAA). The HCA, HNAR, and HAA, are to be completed on behalf of one member First Nation (the First Nation) with First Nation input and assistance.

Multiple member First Nations will require a HCA. Individual contracts for HCA work will be negotiated and awarded to the pool of proponents based on FNCIAS's project schedule, member Nation need and each proponents proposed approach and project fees.

HCAs are an integral component of the FNCIAS funding gap analysis and will support the upcoming 10-year funding agreement. The completion of HCAs aligns with FNCIAS's Institutional Development Plan (IDP) and 2023/2024 Workplan. It is necessary to catalogue existing housing assets including required major and minor renovations at the First Nation, any disparity in housing management capacity at the band level, as well as the current housing need present within the First Nation. Currently each First Nation in Saskatchewan manages their own housing waitlist or member need internally. In addition, each First Nation is also responsible for submitting an annual housing report that considers: population, number houses, level of services to units, and current condition, broken down by minor renovations, major renovations, and replacement.

## 3. Scope of Work

The following scope of work outlines the minimum expected services that the successful proponent will offer to carry out and deliver as part of their HCA proposal and approach. This RFP submission is the first step in FNCIAS's selection of qualified consultants/contractors. Proposals will provide the proponent's proposed approach and strategy to complete the scope of work, relevant professional experience, and estimated pricing and unit rates for personnel, disbursements, and any other project related expenses.

### 3.1. Data Collection

Gather all existing relevant information and documentation required to undertake a comprehensive HCA at the First Nation. This may include but is not limited to:

- Land Use Plan or Community Plan
- Housing Maintenance Management Plans
- Housing Map(s), Housing Type and Inventory Lists, and Housing Ownership Status
- Inspection Reports and Physical Conditions Report Inspections

- Housing Conditions Data (Major and Minor Renovations)
- Housing Wait Lists and Replacement Lists
- Annual Housing Verification Data and Housing and Infrastructure Asset Data
- Capital Management Data Base (CMDDB) and Capital Asset Inventory System (CAIS) Data
- Information about Housing Management Capacity/Resources, Housing Authority (if present), Current Management Systems, and Operations and Maintenance processes and systems.

It is expected that the proponent will work with representatives from the First Nation, Tribal Council (if applicable), select private consultants/contractors, and FNCIAS to request and obtain sufficient documentation to complete this scope of work.

Collaboration and cooperation with the identified First Nation representatives is a key focus in the data collection process. This is required to ensure that First Nation members are familiar with and involved in the data collection process to provide context, to gain understanding of any challenges in requesting and obtaining data, and to help build a sense of ownership over the data within the First Nation.

### 3.2. First Nation Engagement

All initiatives undertaken and led by FNCIAS are driven by our member First Nations through a board directed, First Nations-led process. Engagement with all levels of the First Nation membership is expected and required to ensure that community held knowledge and experience with housing, conditions within dwellings, and life on Reserve is accurately captured.

#### 3.2.1. Kick-Off Meeting

A kick-off meeting is required prior to the start of any field work by the proponent. This meeting is intended to take place at a location of the First Nation's choice. The purpose of the meeting will be to discuss the proponent's work plan, any proposed revisions, or clarifications to previously conveyed plans, to share any new or additional information, and to finalize the fieldwork and proposed reporting schedules. Mandatory attendees at the meeting include representatives from the First Nation, proponent project lead(s) whom shall be approved by the First Nation prior to the kick-off meeting, and FNCIAS staff representatives. Additional attendees are at the discretion of the First Nation and may include Tribal Council Representatives and/or other support organizations that the First Nation, FNCIAS, or proponent would like to invite.

#### 3.2.2. Interviews and Open House

Public works, housing and financial/accounting employees at the First Nation hold detailed knowledge about the conditions and operation of houses and housing management on Reserve. The proponent will work with First Nation administration to coordinate interviews with key housing personnel at the First Nation. At minimum interviews are to be requested and/or held with the following people:

- Councillor with the housing portfolio
- Housing Director/Manager and Housing maintenance manager
- Financial/Accounting Officer
- Public Works Director/Manager
- Housing Inspectors or Housing Professional at Relevant Tribal Council

Additional interviews may also be undertaken with other knowledgeable band members or local knowledge keepers.

In addition to individual interviews with key personnel a membership open house is also required to be held. The open house is intended to provide membership with both awareness and education



about the intent, purpose, and outcome of the HCA. Other project related aspects such as the estimated timing for fieldwork, a summary of on-site activities to prepare membership for assessments, and safety related items should be discussed.

The open house will also provide an opportunity for membership to provide insight, feedback, and to raise any concerns that they may have with current housing conditions, housing need within the Nation, and to identify any specific concerns or issues with existing band housing. The successful proponent will coordinate with First Nation representatives to determine the time, location, and format of the open house. Data obtained from the open house will be used to inform the HCA and final project reporting.

*The proponent will include in their budget \$1,000 to be directed to pay band owned businesses and venues for the facilitation of the open house on Reserve. The money is intended to go toward utilizing and supporting local First Nation catering, facility fees, and organizational assistance.*

### 3.2.3. First Nation Assistance

First Nation participation in this HCA is of the utmost importance. It is expected that the successful proponent will work closely with local First Nation personnel throughout the entirety of the project.

All assessment activities on Reserve will occur with assistance from at least one First Nation inspection champion. The successful proponent will include a budget line item in their proposal for a First Nation member to shadow and work with their inspection team. The First Nation Housing Champion (FNHC) will be involved in the planning, execution, analysis, and reporting process of the housing inspections. The intent of this training program is to prepare and train a First Nation member in housing inspections and housing maintenance management planning. **The proponent will coordinate FNHC tasks and duties. Hiring, retention, tracking of hours/attendance, and payment to the FNHC will be carried out by the First Nation band administration. FNCIAS will provide financial remuneration to the First Nation directly for the FNHC's time and effort following the completion of HCA activities.**

### 3.2.4. Capacity Development and Training

First Nation capacity development is one of the outcomes of this project. Training and development of internal capacity is essential as every First Nation works toward self-sufficiency. The intent is for the proponent to share, transfer, and imbue First Nation members with the proponent's housing and inspection experience so that the Nation can, if they so choose to, plan, coordinate, and carry out future housing inspections and operations with minimal external assistance. It is understood that training program and materials provided by the proponent will be at the disposal of the First Nation and FNCIAS following the completion of the HCA.

## 3.3. Housing Conditions Assessment

The results of the physical housing assessment are meant to help identify, categorize, track, and validate specific deficiencies and any needed minor or major repairs. These details will assist the First Nation in life-cycle costing, capital replacement, and community development planning for their Nation. The results of the site inspection and conditions assessment will inform short and long-term maintenance planning of the current housing stock and validate needs for future development of housing projects and related infrastructure on Reserve. All houses on Reserve are to be assessed equally and the type of constructed home whether it be Band funded, Section 95<sup>3</sup>, Ministerial Loan Guarantee home or other is to be noted.

Details about the urgency of repair, the severity, cost, and timeframe to complete identified repairs is expected to be reported. Maintenance versus replacement is a key identifier for this assessment. Maintenance including annual repairs or servicing and replacement reserve for building elements that wear out over their useful life. Immediate health and safety concerns are to be highlighted and

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<sup>3</sup> On-Reserve Non-Profit Housing Program (Section 95) | CMHC (cmhc-schl.gc.ca)

specifically addressed in the reporting. If inspectors encounter items or building components that pose an immediate risk to health and safety, those items are to be reported verbally to the First Nation housing manager or primary project contact within 24 hours of the issue being identified.

The objective of the assessment is to provide a clear picture of the following:

- Identify all deficiencies or safety concerns at each home/dwelling
- Determine priority level of identified items
- Describe the probable cause of issue/deficiency (if not evident)
- Identify most cost-effective means to correct issue and required FN capacity to address
- Provide a cost estimate to address issue/deficiency
- Categorize issues into maintenance or capital replacement

### 3.3.1. Site Inspection

The site inspection is meant to include a holistic assessment and overview of the housing unit and a brief account of the physical location that the unit occupies. The interior and exterior of each housing unit and/or dwelling is to be fully inspected and a detailed, itemized account of the Conditions is to be reported on by the proponent.

### 3.3.2. Interior Observations

A full visual review of all internal building components is expected. Building components will be evaluated against whether they meet a "satisfactory state of repair". Components that meet this state of repair are those performing and receiving regular maintenance and have not exceeded their useful working life. It is important to identify and determine whether components may pose a risk to health and safety of the occupants. These components include, but are not limited to:

- Major building components (structural components, building envelope, exterior doors and windows)
- Major building services (heating, electrical, and plumbing systems including septic tanks/systems, and air handling systems)
- Base facilities (Kitchen appliances, counter tops, cabinets, and bathroom facilities like toilets, sinks, fixtures, vanities, and tubs/showers, laundry equipment, water softeners)
- Safety features (Handrails, Fire safety, and fire prevention equipment, emergency lighting, intercoms for multi-units, and other safety features)
- Building finishes and aesthetic components (Floor coverings, baseboards, paint, drywall, light fixtures, interior doors and trim)

### 3.3.3. Exterior Observations and Infrastructure Connections

It is important to identify and determine whether exterior components may pose a risk to health and safety of the occupants. These components include, but are not limited to:

- Garages, parking lots, driveways, and walkway surfaces
- Topography(drainage), garbage disposal systems, and fencing

In conjunction with the exterior observations a cursory analysis and details of each dwelling's infrastructure connections and the current status/Conditions of infrastructure is also required. This is to be focused on water and sewer servicing, power and/or gasification present at each dwelling. This will help inform the Nation if any follow up infrastructure assessment work is required on Reserve.

### 3.3.4. Site Conditions/Environment and GPS

A cursory review and assessment of the general physical environment surrounding the dwelling is requested. Identification of any potential health and safety concerns related to the physical setting of the dwelling are to be noted. Potential for falling trees or dilapidated structures, risk of flooding or proximity to water, uneven ground or excavated earth, proximity of fire hazard structures or brush are all items to consider.

A GPS location of each house or dwelling that is present on Reserve is to be collected and incorporated into the final project report. The GPS data is also to be made available in an agreed upon format for future use in Graphical Information System (GIS) platforms. The GPS data will also be used to develop an accurate and up to date housing map for the First Nation.

#### **\*\*\*Resident Privacy and Sensitive Information\*\*\***

*The nature of housing inspections includes entering personal space and private homes of individuals. Discussions are to be held with each First Nation about the best approach and means of carrying out interior housing inspections in private dwellings and respect of resident's comfort level.*

### 3.3.5. Additional Considerations

Proponents are to inspect for, identify, and document any potential for drug or other substance related contamination that may be present in each dwelling. A specific focus on identifying and reporting on potential methamphetamine contamination is to be considered during assessments.

Consideration is to be made during inspections for potential energy efficiency related concerns or opportunities that may be present within the dwelling. This includes but is not limited to building envelop integrity issues such as cold spots, leaky doors, windows, and/or venting systems. Insight into the use and condition of heating/cooling apparatuses such as an Energy/Heat Recovery Ventilator (ERV/HRV) is also requested to be carried out by the proponent. Additional considerations and areas of concern or improvement within the dwelling are encouraged to be included in the assessments.

## 3.4. Housing Needs Assessment

A Housing Needs Assessment (HNA) is also to be completed as part of this project. In addition to the identification and tracking of existing housing conditions on Reserve the proponent will also develop a Housing Needs Assessment Report (HNAR). The HNAR is intended to incorporate the First Nation's existing housing wait list as well as the projected housing need within the Nation based on historical population trends and expected growth of the First Nation. The proponent will work with the First Nation housing staff and leadership to develop an appropriate housing growth plan that will help guide housing development at the First Nation for the next 5-10 years. Acknowledgement and coordination with existing Community Development and Land Use Plans is expected to help strengthen and support the continued growth and development of the First Nation.

## 3.5. Housing Administration Assessment

A preliminary assessment of the current housing administration on Reserve including review of management systems, processes, resources, and human capacity to operate and manage housing at the First Nation is expected to be completed. The Housing Administration Assessment (HAA) is meant to help identify and quantify current gaps in funding, resources, and internal knowledge and capacity of the housing team at the First Nation.

An overview of the Housing Investments made by the First Nation is to be included in the HAA. This overview is to be focused on what housing funding sources were available to the Nation, how each source was used by the Nation, and what the outcome of these investment types has been for the Nation. Identification of potential funding gaps present after utilization of these investment opportunities is to be completed as well.

The outcome of this HAA will provide the Nation with an understanding of what resources and supports are needed for the Nation to operate and manage their housing program on Reserve effectively and successfully.

### 3.6. Evaluation of Information and Reporting

The results of the HCA, HAA, and the associated HNAR are to be presented to First Nation and FNCIAS in a concise and comprehensive report document or package.

#### 3.6.1. Planning and Funding Support

The proponent will work with housing staff and project contacts at the First Nation to develop and provide a clear plan for both housing development as well as identify potential funding opportunities or strategies that the First Nation can pursue in the future. The final project report will include planning and funding support direction.

#### 3.6.2. Annual Review Process

It is requested that the final project report include direction for First Nation regarding an annual review process. The report should include at minimum discussion around how to complete such a review process and how to utilize the results of the review process for housing planning and development at the First Nation.

#### 3.6.3. Long Term Inspection Schedule

Details and discussion around development and completion of a long term First Nation led inspection schedule are to be included in the final project report. The First Nation Housing Champion (FNHC) that participated in the HCA will be provided with an opportunity to help draft this aspect of the report. The FNHC can use the developed schedule for future inspections.

### 3.7. Project Deliverables

The following list of deliverables is to be provided to the First Nation and FNCIAS, by the successful proponent, within the agreed upon project timelines and schedule:

- 5 bound hard copies of the final HCA project report including maps.
- Digital copy of the final project report in PDF format. Any mapping or other project files are to be provided in addition to the full final report document.
- Copies of field inspection sheets and results are to be included in digital format.
- Copies of GPS files and location data collected as part of the HCA.

5 Hard Copies and a digital copy of the updated First Nation Housing Map. The map will be provided on a minimum paper size of 11" x 17".

Deliverables are to be provided to the First Nation contact or representative at the end of the project schedule via electronic transmission (email) or on a USB drive. Hard copies are to be delivered to the office of the First Nation contact.

## 4. Project Management

This HCA process and project will be managed by a Joint Project Management Team (JPMT). The JPMT will be comprised of:

- First Nation Chief and Council Representative
- First Nation Housing Director/Manager
- FNCIAS Technical Contact

- Proponent's Project Lead
- Tribal Council Housing Representative (If applicable)

These individuals together will constitute the Joint Project Management Team.

The successful proponent will meet with the JPMT at the onset of the project and then regularly once a month on an agreed upon day, to monitor and review progress and to obtain direction and input as required. Regular communication between the proponent project lead and the rest of the JMPT is expected throughout the duration of the HCA project. Regular written (email) project progress updates will also be provided to the JMPT by the proponent on a minimum bi-monthly basis. The updates will inform the JMPT of current progress and expected timeframes and notice of upcoming project milestones.

In addition, the JMPT will be responsible for:

- Review and evaluation of proposed project work plans and proponent proposed project schedules.
- Assisting with coordination of the project kick-off meeting and the open house.
- Coordination of First Nation resources including the selection of the First Nation Housing Champion.
- Ensuring that appropriate notice and accommodation are provided to the First Nation membership in advance of and during the completion of housing inspections.

## 5. Project Schedule

The successful proponent will assign and devote the necessary internal resources and personnel to complete this HCA project within a reasonable timeframe that is agreed upon by the JMPT, FNCIAS, and First Nation Leadership. The proposed project schedule will be clearly presented in the proponent's proposal submission. The details of the final project schedule will be confirmed during the project kick-off meeting. Once the final schedule has been determined, any changes to the project schedule that are not due to unforeseen circumstances, inclement weather, or emergencies are to be submitted in writing to the JMPT for review and approval. The below schedule outlines the proposal submission and award deadlines and expected HCA completion dates.

Task/Event	Estimated Date/Timeframe
Issuance of RFP	<i>September 8th, 2023</i>
Receipt Confirmation Submitted (Appendix 1)	<i>September 12th, 2023</i>
RFP Question Submission Deadline to FNCIAS	<i>September 22nd, 2023</i>
Proposal Submission Deadline	<i>September 26th, 2023</i>
Proponent Pool Award Deadline (Tentative)	<i>September 29th, 2023</i>
Individual Project Pricing Request to Pool of Proponents	<i>October 2023</i>
Kick-off Meeting at First Nation	<i>October 2023</i>
HCA Scope of work and Fieldwork Inspections	<i>October/November 2023</i>
Completion of HCA and Report Submission (Tentative)	<i>December 8th, 2023</i>



## 6. Fee Summary (Rates/Pricing)

Proposed project costing and fee summary is expected to occur in two stages. The proponent will include in their proposal submission a detailed list of pricing and rates for expected project expenses and resource requirements. All human resource and/or equipment rates are to be provided along with the estimated hourly totals for each project task and/or milestone. All living out expenses, consumables, and any disbursements including travel are to be identified.

Once the pool of successful proponents is selected, FNCIAS will follow up with individual proponents to request a more detailed fee summary that will be specific to an individual First Nation. Proponents will be asked to provide a final line-item budget and summary of the proposed project fees for specific First Nations and housing stock in a follow up submission. The follow up submission from the proponent will include total project price not including GST or PST.

## 7. Insurance, Health, Safety, and Liability

### 7.1.1. Insurance

The successful proponent for this project is required to carry Saskatchewan (or equivalent) Worker's Compensation Insurance and a minimum of \$2,000,000 comprehensive general insurance including bodily injury, property damage, and third-party liability coverage. Coverage will be for activities performed by the assessor/proponent resulting in an accident involving a third party and include professional liability insurance against errors and omissions. Neither the First Nation nor FNCIAS shall be responsible for bodily injury or property damage caused by the employees of the successful proponent.

### 7.1.2. Health and Safety Plan

The successful proponent must prepare a Health and Safety Plan (HSP) prior to initiation of any fieldwork on Reserve lands. The plan shall ensure the health, safety, and consideration of First Nation homeowners and residents, First Nation staff and employees, as well as the proponent's employees, any sub-contractors, and others on site. It is the responsibility of the proponent to ensure that all people present on site, while work commences, are aware of any potential contamination, hazards, or other factors that might affect their health and safety. It is the responsibility of the proponent to ensure best efforts are made to ensure the health and safety of all personnel on site.

The plan will identify any applicable codes and regulations, rules or behaviour, security features to be developed, and any other health and safety factors of concern. All potential hazards that may be encountered are to be identified and a list of personal protective equipment and/or clothing requirements, as well as responsible individuals on-site are to be clearly presented in the plan. The proponent will confirm with the First Nation if there are any Nation specific Health and Safety considerations, rules, or practices that need to be incorporated in the proponents HSP.

The HSP is to be submitted to the First Nation and FNCIAS prior to initiation of any fieldwork. The proponent is to keep a copy of the Health and Safety plan available on-site during site work.

## 8. Standards

All applicable federal and provincial industry standards for housing inspections and condition reporting are to be adhered to as part of this project. The proponent is encouraged to provide a list of the standards that they plan to follow and discussion on why any additional standards are being included in their proposed approach.

## 9. Special Considerations

### 9.1. Indigenous Participation

The First Nation Capital and Infrastructure Agency of Saskatchewan is committed to working with Indigenous people, First Nation groups and Indigenous owned businesses to promote the procurement of goods and services from Indigenous individuals and businesses.

Our commitment to supporting Indigenous participation is focused on evaluation of:

- Indigenous Person Hours included in proponent's proposal.
- Indigenous Business Ownership (Minimum 51% Indigenous share ownership).
- The extent of Indigenous Persons training and development; including scholarships, apprenticeships, or skills training.

A proponent wishing to be evaluated and awarded scores for Indigenous participation (Indigenous Person Hours, Indigenous Ownership, or Indigenous Engagement) should provide FNCIAS with a clear account of their Indigenous Participation in their proposal. FNCIAS may request such proponents provide additional information regarding details of their indigenous participation at FNCIAS's sole discretion.

## 10. Minimum Qualifying Criteria

The First Nation HCA project requires familiarity with housing and building inspections and industry standard principles and practices related to housing construction, renovation, and maintenance. To ensure that sufficient abilities and experience can be brought to bear by the successful proponent, the following minimum qualifying criteria will apply:

- Verifiable experience in carrying out on-Reserve housing inspections and assessments
- Verifiable experience in completing Housing Needs Assessments
- Demonstrated ability of assigned personnel to provide the complete range of professional skills necessary for the successful execution of the project
- Demonstrated knowledge and experience obtained by working with First Nation communities in Saskatchewan
- Verifiable record of "on time, on budget" delivery and execution of similar projects
- Proponents not meeting the above requirements may be disqualified from further consideration

## 11. Proposal Submission

Interested parties must complete and submit to FNCIAS a Receipt Confirmation form by **September 12th, 2023** (see form provided in Appendix A). This form will register proponents to receive future communications regarding the RFP and answers to specific inquiries.

All proposal submissions are to be submitted by mail, hand delivered or delivered electronically to FNCIAS at the address provided below by **2:00 pm MST, October 13th, 2023**. Late proposal submissions will not be accepted.

All questions and communications regarding this RFP are to be directed to FNCIAS contact below. Questions are to be submitted by end of day **October 6th, 2023**.

The FNCIAS contact for this RFP is:

Keli Just - Senior Manager of Engineering

#104-335 Packham Avenue

Saskatoon, SK S7N 4S1

[keli.just@fncias.ca](mailto:keli.just@fncias.ca)

306-500-7999

### 11.1. Incurred Costs

The RFP does not commit the FNCIAS or the First Nation to pay any incurred cost associated with the preparation of the proposal in response to this RFP. Interested proponents are responsible for bearing all costs associated with preparing and presenting the proposal, and if applicable, any negotiation and finalizing of an agreement with the FNCIAS.

### 11.2. Proposal Modifications

Amendments to a submitted proposal will be accepted if received in writing by mail or e-mail to [keli.just@fncias.ca](mailto:keli.just@fncias.ca) prior to the RFP submission date and time. All amendments must be endorsed by the party or parties who signed and sealed the original proposal. The onus is on the proponent to ensure timely receipt of proposal modifications.

### 11.3. Proposal Withdrawal

A proponent may withdraw a proposal without prejudice, provided a written request, signed, and sent by the same party or parties who submitted the original proposal, is received by mail or e-mail before the proposal submission date.

### 11.4. Proposal and Proposed Schedule

The proposal is to include, but is not limited to the following:

- A profile of the company/proponent including their qualifications and experience in carrying out similar projects. A list of contact names and information for references on highlighted projects is requested. An account of the proponent's experience working with First Nations on Reserve land.
- The proposed methodology and approach that will be used to meet the requirements in the scope of work for this project.
- A proposed schedule and sequence of events including timing of project milestones.
- A certificate of insurance as outlined in section 7.1.1
- In the interest of time and level of effort to both develop and review each proposal submission, the total length of the proposal will be limited to **20 pages**. A page will be considered as one side of an 8.5" x 11" letter sized sheet. An 11" x 17" sized sheet can be used for the project schedule if needed.

All submitted proposals (including all supporting documentation) become the sole property of FNCIAS upon submission. FNCIAS will not return the proposal, or any accompanying documentation submitted by a proponent. The proponent consents to FNCIAS using, for any purpose, any part of the proponent's proposal and any information provided to FNCIAS by the proponent through some other submission, demonstration or meeting arranged with a proponent in the context of this RFP process.

## 12. Contract Award

The successful proponents will be contacted by via written communication by the JMPT once the pool of proponents has been awarded. Unsuccessful bidders will be notified electronically.

### 12.1. Evaluation Criteria

All proposals will be reviewed and evaluated by the FNCIAS and JPMT. The objective of the JPMT review is to recommend one or more proposals that best meet the needs of the First Nation, FNCIAS, and the outcomes within the FNCIAS IDP and 2023/2024 Workplan. These recommended proposals will constitute the pool of proponents.

The proposal will be evaluated by FNCIAS and the First Nation based on the following criteria.

Rated Proposal Criteria Category		Weighting (Points)
1	Project Pricing and Rates/Fees	20
2	Proponent Experience/References	20
3	Proposed Approach and Proponent Capability	30
4	Proposed Schedule/Project Delivery	15
5	Proposed Indigenous Participation	15
<b>Total Evaluation Points</b>		<b>100</b>

### 12.2. Concurrent Negotiations

The FNCIAS may enter concurrent negotiations with one or more proponents. During these negotiations, the FNCIAS may provide each of these proponents with additional information required to come to an agreement. FNCIAS may request further information from a proponent and may request proposal improvements or such other information that the FNCIAS desires from each proponent. If this process is undertaken, each proponent will be invited to revise its initial proposal based on these negotiations and submit its best and final offer to FNCIAS.

This process is typically used to address the following: confirming assumptions under which a proponent's proposal was developed; conducting whatever due diligence is deemed reasonable and necessary under the circumstances; proposing revisions to a proposal based upon the results of any activities discussed previously; and provide more specific and detailed proposals in areas to be identified by FNCIAS as requiring more substantiation.

## 13. Reservation of Rights

This RFP does not commit the FNCIAS to select a proponent or enter into any agreement and FNCIAS reserves the complete right to at any time reject all proposals, in whole or in part, or to otherwise terminate this RFP and proceed with obtaining services in some other manner.

FNCIAS reserves the right, in their sole discretion, to:

- (a) amend the stated scope of services
- (b) modify, cancel, extend, suspend or terminate the RFP at any time for any reason
- (c) issue addenda to the RFP for any reason at any time prior to the RFP closing date

- (d) clarify certain proposal information with a proponent after RFP closing date
- (e) accept or reject any proposal based on the evaluation of the proposals in accordance with this RFP, and in particular FNCIAS is not obliged to select the proposal with the lowest contract price
- (f) waive a defect or irregularity in a proposal and accept that proposal
- (g) reject, disqualify, or not accept any or all proposals without any obligation, compensation, or reimbursement to any proponent or its agents, contractors, or representatives
- (h) re-advertise for new proposals, call for tenders, or enter into negotiations for services or for work of a similar nature
- (i) make any changes to the terms of the business opportunity described in this RFP
- (j) negotiate any aspects of a proponent's proposal
- (k) extend any date, time period or deadline provided in this RFP, by way of addendum; or
- (l) retain proponents in consideration of performing services for other projects

## 14. General Conditions and Other Information

### 14.1. Business Licence & Permitting Requirements

The proponent shall obtain and maintain valid business license(s) and required permit(s) as required by applicable laws.

### 14.2. Cost of Preparing the Proposal

The proponent is solely responsible for all costs it incurs in the preparation of its proposal, including all costs of providing information requested by attending meetings or site visits and conducting any due diligence. FNCIAS will not provide any compensation to proponents for participating in this RFP.

### 14.3. Confidentiality

All proposals submitted to the FNCIAS become the property of the FNCIAS and will be received and held in confidence by the FNCIAS in accordance with, and subject to, applicable laws. All information provided by or obtained from FNCIS in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) is the sole property of FNCIAS and must be treated as confidential
- (b) is not to be used for any purpose other than replying to this RFP
- (c) is not to be disclosed without prior written authorization from FNCIAS; and
- (d) must be returned by the proponent to FNCIAS immediately upon the request of FNCIAS

Each proponent shall treat its proposal as confidential and the same must not be disclosed by the proponent without the prior written authorization of FNCIAS (other than to proponent team members and advisors involved in the preparation of the proposal) until the conclusion of this RFP process.

### 14.4. No Collusion

Proponents will not discuss or communicate, directly or indirectly, with any other proponent or any director, officer, employee, consultant, adviser, agent, or representative of any other proponent regarding the preparation, content, or representation of their proposals. Nothing in this section will



prevent any interested party from talking to other interested parties for the purpose of forming a team to submit a proposal to this RFP.

#### 14.5. Limitation of Damages

Notwithstanding anything in this RFP, or otherwise at law, the liability of the FNCIAS, and its directors, officers, employees, and agents, arising from any breach of this RFP, including the evaluation and selection of proponents, acceptance of non-compliant proposals or the breach of any duty of fairness, will be limited to the total costs incurred by a proponent in the development and submission of its proposal. Under no circumstances will FNCIAS be liable to a proponent for punitive, indirect, or consequential losses, including lost profits, revenues, or opportunities.

#### 14.6. No Lobbying

Proponents and their respective directors, officers, employees, consultants, agents, advisers or any other representatives will not engage in any form of political, First Nation Chief and Council member(s), or other lobbying whatsoever in relation to this RFP, including for the purpose of influencing the outcome of the RFP. The use of the media for these purposes is also prohibited. Further, no such person (other than as expressly contemplated by this RFP) will attempt to communicate in relation to this RFP, directly or indirectly, with FNCIAS, the First Nation Chief and Council member(s), or any of their directors, ministers, officers, employees, advisers, or representatives, for any purpose whatsoever, including for purposes of:

- (a) commenting on or attempting to influence views on the merits of the proponent's proposal, or in relation to proposals of other proponents
- (b) influencing, or attempting to influence, the evaluation, scoring and ranking of proposals, the selection of a proponent, or any negotiations with a proponent
- (c) promoting the proponent, including in preference to that of other proponents
- (d) criticizing the proposals of other proponents; or
- (e) criticizing or commenting on or attempting to influence views on the merits of the FNCIAS, the First Nation or the operation of the program.

Such lobbying will disqualify the proponent from eligibility for further consideration and for any offer of an agreement by the FNCIAS.

#### 14.7. Information in RFP Only an Estimate

FNCIAS and the First Nation make no representation, warranty, promise or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the services. The proponent is entirely and solely responsible, at its own cost and expense, to carry out its own independent research and due diligence and to perform any other investigations, including seeking independent advice, considered necessary by the proponent to satisfy itself as to all existing conditions affecting the work and to obtain all the information necessary to prepare a proposal in response to this RFP.

#### 14.8. Legal Due Diligence

The proponent should include with its proposal a list of any disputes with an aggregate value of \$1,000,000 or more during the last 10 years, on or in respect of other projects involving the proponent or a related company. The proponent should indicate whether the dispute was resolved, or is currently under dispute, through the courts, arbitration, or mediation. If any of the disputes are subject to confidentiality obligations, the proponent must indicate this and provide the value and jurisdiction where the dispute occurred.

FNCIAS will assess the preferred proponent's response to the items referenced in the paragraph above. A completed Form 10 (Appendix B), which is attached hereto – Legal Due Diligence is required as part of the proposal submission. FNCIAS may, in its sole discretion, by written notice request the preferred proponent to provide any additional information which FNCIAS determines in its sole discretion may be relevant to assess the risk profile of the preferred proponent. The preferred proponent must, within five (5) business days following receipt of such notice or within such further and additional time, if any, that is acceptable to FNCIAS in FNCIAS's sole discretion, deliver to FNCIAS such additional information. If the preferred proponent fails to deliver such additional information within the time required, FNCIAS may, in its sole discretion, by written notice reject the preferred proponent's proposal.

In addition to assessing the preferred proponent's response to the items above, FNCIAS may perform its own due diligence in relation to preferred proponent, which may include, but is not limited to:

- (a) corporate registry searches
- (b) court registry searches
- (c) judgment searches
- (d) insolvency searches
- (e) SEDAR (if publicly traded company)
- (f) internet research and other publicly available sources; and
- (g) reference checks with Proponent's other customers

Depending on the opinion of FNCIAS as to the risk profile of the preferred proponent and the perceived risk that FNCIAS will incur under a service agreement with the preferred proponent, FNCIAS may at any time, in its sole discretion, by written notice, reject the proposal of the preferred proponent.

If the preferred proponent has been assessed as a "Low" or "Medium" financial risk, then FNCIAS may, in its sole discretion, request either a Renewable Performance Bond for a Multi-Year Contract or a Letter of Credit be provided by the Preferred Proponent prior to commencing the Services.

#### 14.9. No Guarantee of Volume of Work.

FNCIAS makes no guarantee of the value or volume of work to be assigned to the successful proponent.

#### 14.10. Indemnity

The proponent:

- (a) releases the FNCIAS from all liability to the proponent for any costs, expenses, damages, losses, and liabilities the proponent incurs, whether directly or indirectly, because of FNCIAS's exercise of its right to cancel this RFP or any other of its rights including any that are set out elsewhere in this RFP; and
- (b) indemnifies and saves harmless FNCIAS and the FNCIAS releasees against all claims (including without limitation any third party claims) of damages or losses, whether directly or indirectly, as a result of FNCIAS's exercise or failure to exercise of any of its rights, including without limitation its right to cancel this RFP and the exercise of any other rights described in this RFP, including without limitation the rights under this section or elsewhere in this RFP

#### 14.11. Time Disputes

In the event of a dispute regarding time, FNCIAS's time clock will govern.

## 14.12. Interpretation and Governing Law

These terms and conditions of this RFP:

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision, unless expressly stated)
- (b) are non-exhaustive and must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein and for that purpose the proponent irrevocably and unconditionally attorns and submits to the jurisdiction of the Saskatchewan courts. The proponent shall not oppose the enforcement against it, in Saskatchewan and in any other jurisdiction, of any judgment or order duly obtained from a Saskatchewan court as contemplated by this RFP

## 14.13. Limit on Liability

Regardless of any other provision in this RFP, if a court of competent jurisdiction finds that FNCIAS is liable to a proponent for any reason, such proponent agrees that FNCIAS's liability to the proponent in relation to any matter relating to this RFP, and the aggregate amount of damages recoverable against FNCIAS for any such liability, is strictly limited to an amount equal to the direct costs of preparing the proponent's proposal, which costs the proponent can demonstrate were actually incurred, whether the claim is based upon an action or claim in contract, equity, negligence, including any action or claim arising from the acts or omissions, negligent or otherwise, of FNCIAS. For further certainty and without limiting the foregoing, FNCIAS shall not be liable to a proponent (whether based in contract, tort, strict liability, fraud, misrepresentation, or any other legal theory) for consequential damages, including, without limitation, loss of profits, loss of revenue or loss of anticipated business suffered or incurred.

## 15. Proponent Service Agreement and Closing

FNCIAS may at a time determined by FNCIAS deliver to the proponent, who is included in the approved proponent pool, a service agreement for execution, which service agreement may be modified by incorporating relevant portions of the proponent's proposal as determined by FNCIAS in its sole discretion, and any:

- (a) minor changes, non-substantive changes, and any additions and modifications necessary to create a legally complete and binding agreement
- (b) changes, additions, and modifications to those provisions, which require any one or more of the following:
  - (i) the insertion or addition of information relating to the proponent's corporate and funding structure, which are not inconsistent with the principles set out in the service agreement
  - (ii) the insertion or addition of information or the modification of provisions of the service agreement required to reflect accurately the nature of the proponent's relationships with its principal subcontractors; or
  - (iii) revision of provisions in the service agreement to more accurately reflect the result of negotiations
- (c) changes, additions, and modifications required to complete (based on the proposal) any provision of the service agreement (where contemplated in or required under the terms of this RFP) or to complete any schedules to the service agreement; and

- (d) changes, additions, and modifications to those parts of the service agreement, which are indicated in the service agreement as being subject to completion or finalization

provided, that, in each case the changes, additions or modifications are consistent with the principles set out in the service agreement and are otherwise acceptable to FNCIAS in its sole discretion. For further certainty, any modified form of service agreement that may be prepared pursuant to this section will not constitute a legally binding offer by FNCIAS or by the proponent, or an offer that is capable of acceptance.

### 15.1. Return of Service Agreement

Within twenty (20) business days after receiving the Service Agreement referenced in this section, or within such further and additional time, if any, that is acceptable to FNCIAS in FNCIAS's sole discretion, the proponent should deliver to FNCIAS:

- (a) the signature page to the Service Agreement, fully executed by the proponent under the hand of its duly authorized proper officer(s)
- (b) evidence of performance security, insurance, permits and any other document issued by third parties that is required by FNCIAS prior to commencing the Services; and
- (c) such further and other instruments, documents, certificates, and opinions as FNCIAS may request

Without limiting the foregoing, FNCIAS may require the proponent to provide a certified board resolution or resolutions confirming the due authorization, execution and delivery of the Service Agreement, and such legal opinions as FNCIAS may request.

### 15.2. Failure to Return Services Agreement

If the proponent fails to execute and deliver to FNCIAS the signature page to the Service Agreement, fully executed by the proponent under the hand of its duly authorized proper officer(s), together with the instruments, performance security, documents, certificates or opinions required within the time required, FNCIAS may, in its sole discretion, by written notice reject the proponent's proposal.

For further certainty, notwithstanding its receipt of such signature page to the Service Agreement and such other instruments, documents, certificates and opinions the Service Agreement will not come into force and effect unless and until FNCIAS executes and delivers the signature page to the Service Agreement signed by FNCIAS, if FNCIAS so chooses in its sole discretion to execute and deliver such signature page (in which event FNCIAS shall thereafter assemble and deliver to the proponent one fully executed copy of the Service Agreement). If FNCIAS determines in its sole discretion that it is appropriate to do so, the execution and delivery of the signature pages may occur pursuant to trust conditions or escrow conditions.

### 15.3. Obtaining Approval

The proponent acknowledges and agrees that prior to, or in conjunction with, the selection of the proponent, and prior to the entering into of the Service Agreement by FNCIAS, it may be necessary for FNCIAS to obtain approval, including without limitation, from its executive leadership team and/or its Board of Directors, which approval may or may not be provided.

## 16. Conflict of Interest and Prohibited Conduct

### 16.1. Conflict of Interest

FNCIAS may disqualify a proponent or take any other action it deems appropriate in its sole discretion, for any conduct, situation, or circumstances, determined by FNCIAS, in its sole and absolute discretion, to constitute a Conflict of Interest.

For the purposes of this RFP, “Conflict of Interest” includes any situation or circumstance where, in relation to a FNCIAS procurement/RFP competition, a participating proponent has an unfair advantage, a perception of an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including without limitation:

- (a) having, or having access to, information in the preparation of its proposal that is not available to other proponents, but such does not include information a proponent may have obtained in the past performance of a contract with a public entity, including FNCIAS, that is not related to the creation, implementation or evaluation of this or a related procurement competition
- (b) communicating with any person with a view to influencing preferred treatment in this procurement competition (including but not limited to the lobbying of decision makers involved in this procurement competition); or
- (c) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive procurement competition or renders that competition non-competitive, less competitive, or unfair

Proponents are to fully disclose, in writing to FNCIAS on or before the proposal submission deadline, the circumstances of any actual or potential Conflict of Interest, as well as what could be perceived as a Conflict of Interest if the proponent were to become a contracting party pursuant to the RFP. FNCIAS will review all disclosures made by proponents under this provision and take such steps as it, in its sole discretion, deems necessary to address any Conflict of Interest, which may include requiring the proponent to take action to address and remedy the Conflict of Interest to the satisfaction of FNCIAS or disqualifying the proponent from further participation.

If at any time FNCIAS determines in its sole discretion that the proponent failed to disclose an actual or potential Conflict of Interest and/or the Conflict of Interest is falsely or insufficiently reported, FNCIAS may do either or both of the following, in its sole discretion:

- (a) reject the proponent’s proposal; or
- (b) disqualify the proponent from further participation in this RFP process.

### 16.2. Disqualification for Prohibited Conduct

FNCIAS may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into (including the Service Agreement), or take such other action it may deem appropriate if FNCIAS, in its sole and absolute discretion, determines that the proponent has engaged in any conduct prohibited by this RFP.

### 16.3. Prohibited Proponent Communications

Proponents should not engage in any communications that could constitute a Conflict of Interest.

### 16.4. Proponent Not to Communicate with Media

Proponents should not at any time directly or indirectly communicate with the media in relation to this RFP or any Service Agreement entered pursuant to this RFP without first obtaining the written permission of the FNCIAS RFP contact.



## 16.5. No Public Comment

Proponents and any of their advisors, employees or representatives should not make any public comment, respond to questions in a public forum, or carry out any activities to either criticize another proponent or proposal or to publicly promote or advertise their own qualifications, interest in or participation in the RFP process without FNCIAS's prior written consent, which consent may be withheld in FNCIAS's sole discretion.

## 16.6. Illegal or Unethical Conduct

Proponents are not to engage in any illegal business practices, including without limitation activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents are not to engage in any unethical conduct, including without limitation lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of FNCIAS; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

## 16.7. Past Performance or Past Conduct

FNCIAS may prohibit a proponent from participating in this or future procurement processes based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above
- (b) the refusal of the proponent to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by FNCIAS, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

## 17. Procurement Process Non-Binding

### 17.1. No Contract A and No Claims

FNCIAS and the proponent agree that this procurement/RFP process is not intended to create and will not create a formal, legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal, legally binding procurement process. Instead, this procurement/RFP process shall be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A – based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor FNCIAS will have the right to make any claims (whether based in contract, tort, strict liability, fraud, misrepresentation or any other legal theory ) against the other (or in the case of the proponent, against any of the FNCIAS releasees) with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

### 17.2. No Contract until Execution and Delivery of Written Service Agreement

This RFP process is intended to identify prospective proponents for the purposes of negotiating a potential Service Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between a proponent and FNCIAS by this RFP process. A legal relationship regarding the procurement of any good or service will not arise until the execution and delivery of a written Service Agreement by the proponent and FNCIAS. Notwithstanding anything set forth in any other provision of this RFP, FNCIAS shall have no obligation to enter any engineering

procurement and Service Agreement including, for greater clarity, no obligation to execute and deliver the Service Agreement.

### 17.3. Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution and delivery of a written Service Agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of FNCIAS to enter into a Service Agreement.

### 17.4. Effect of this RFP

This RFP process does not in any way restrict or limit FNCIAS's pre-existing rights to engage in commercial negotiations with any vendor or to procure the services from any vendor through any other process. Without limiting the generality of the foregoing, FNCIAS may do any one or more of the following:

- (a) choose whether to evaluate any proposal
- (b) modify this RFP or RFP process, including any technical, commercial, or contractual terms
- (c) re-issue this RFP, either in the same form, or with modifications
- (d) begin or end negotiations with any proponent for some or all the services
- (e) reject any proposal or abandon its plans to obtain any of the services
- (f) invite anyone (including any proponent) to offer to provide some or all of the services under any terms
- (g) at any time before executing and delivering a Service Agreement, FNCIAS may do the following:
  - (i) require the proponent to submit further information not requested in this RFP to verify the proponent's ability to perform the Service Agreement, including financial data, references to support assertions of past relevant experience, information about the services, and proof of the proponent's legal capacity to perform the Service Agreement
  - (ii) inspect the proponent's equipment and facilities that will be used to perform the contract to verify the proponent's technical or commercial capacity to perform the Service Agreement; and/or
  - (iii) discuss with any proponent different or additional terms to those contained in this RFP or in any proposal
- (h) cancel the RFP process without liability, at any time for any reason or no reason at all
- (i) consult with its Executive Leadership Team and/or its Board of Directors with respect to this RFP and/or any proposal
- (j) verify with any proponent, or with a third party, any information set out in a proponent's proposal or such information relevant thereto
- (k) engage in commercial negotiations with any vendor or to procure the services from any vendor through any other process or invite anyone (including any proponent) to offer to provide some or all the services under any terms

For further certainty, if only a single invited proponent proposal is received, FNCIAS may reject the proposal, cancel this RFP process, and enter direct negotiations with the sole proponent, including on contractual terms and conditions not outlined in this RFP or the Service Agreement.

## Appendix A Receipt Confirmation Form

Please complete this form and e-mail by **September 12th, 2023** to:

Keli Just

Senior Manager of Engineering

#104-335 Packham Avenue

Saskatoon, SK S7N 4S1

[keli.just@fncias.ca](mailto:keli.just@fncias.ca)

306-500-7999

Failure to return this form may result in no further communication regarding this Request for Proposal.

Company Name: \_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_ Phone Number or Ext: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Company Website: \_\_\_\_\_

We have received a copy of the above noted Request for Proposal. I authorize the FNCIAS to send further correspondence that it deems to be of importance related to this Request for Proposal by either fax or e-mail, whichever method they deem appropriate.

I understand that if I do not return this form our company will not receive any further notice regarding this Request for Proposal.

I understand that any clarification questions must be made no later than the date outlined above.

\_\_\_\_\_ I will be participating in this Request for Proposal process.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix B Legal Due Diligence – FORM 10

### Dispute Disclosure

The proponent should provide a list of any disputes with an aggregate value of \$1,000,000 or more during the last 10 years, on other projects involving the proponent or a related company. The proponent should indicate whether the dispute was resolved, or is currently under dispute, through the courts, arbitration or mediation. If any of the disputes are subject to confidentiality obligations, the proponent must indicate that the matter is confidential and provide at least the value and jurisdiction where the dispute occurred.

Date	Value of Dispute	Jurisdiction of Project	Dispute Resolution Method	Resolved Yes / No