



15 December 2023

Our Ref: AM-LTR-00162

Dear Prospective Proponents

Re: FNCIAS Asset Assessment Pilot Project

Please find attached the Request for Proposal (RFP) for the above referenced Asset Assessment Pilot Project (AAPP). The First Nations Capital and Infrastructure Agency of Saskatchewan (FNCIAS) is looking to obtain proposals from qualified consultants/contractors to complete a comprehensive assessment of existing assets on specific member First Nation Reserve lands.

As outlined in the RFP, proposal submissions are to be submitted to the below contact by 2:00pm MST on January 19th, 2024.

Keli Just

FNCIAS

#104 - 335 Packham Avenue

Saskatoon, SK

S7N 4S1

keli.just@fncias.ca

Yours sincerely

Keli Just

Senior Manager of Engineering

FNCIAS

306-500-7999



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

Request for Proposal

Asset Condition Assessment & Infrastructure Strategy

FNCIAS Assess Assessment Pilot Project (AAPP)

Little Pine First Nation

AM-RPF-00151

OFFICE

104–335 Packham Ave
Saskatoon, SK S7N 4S1

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W fncias.ca**Document**

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Document delivery

FNCIAS provides this document in either printed format, electronic format or both. FNCIAS considers the printed version to be binding. The electronic format is provided for the client's convenience and FNCIAS requests that the client ensures the integrity of this electronic information is maintained.

Table 1 - Document Approval

	Name	Signature	Date
Prepared by:	John Waller		November 24, 2023
Reviewed by:	Keli Just		December 5, 2023
Approved by:	Keli Just		December 15, 2023

Executive Summary

FNCIAS is completing an Asset Assessment Pilot Project (AAPP) on six First Nations in Saskatchewan. The purpose of the pilot is to develop a methodology to quantify the funding requirement and capacity and resource gaps required to effectively operate, maintain, and replace existing assets on a First Nation in a consistent manner. The pilot process is exploratory and as such numerous service providers will be used to evaluate these requirements and gaps with the intent of evaluating different methodologies and perspectives from different communities and service providers.

This Request for Proposal (RFP) is specific to the AAPP being conducted with the **Little Pine First Nation**.

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1. Purpose

FNCIAS is completing an Asset Assessment Pilot Project (AAPP) on six First Nations in Saskatchewan. The purpose of the pilot is to develop a methodology to quantify the funding requirement and capacity gaps required to effectively operate, maintain, and replace existing assets on a First Nation in a consistent manner. The pilot process is exploratory and as such numerous service providers will be used to evaluate these requirements and gaps with the intent of evaluating different methodologies and perspectives from different First Nations and service providers.

This Request for Proposal (RFP) is specific to the AAPP being conducted with the **Little Pine First Nation**.

2. Definitions

“Company” means First Nations Capital and Infrastructure Agency of Saskatchewan

“FNCIAS” means First Nations Capital and Infrastructure Agency of Saskatchewan

“Proponent” means the legal entity which has signed the Proposal Form

“proponent” means any service provider or proponent responding to the RFP, excluding, or including the Proponent, as the context requires.

“Request for Proposal (RFP)” means the solicitation document issued by Company to a potential independent contractor for the purchase of services as described in this document.

“ISC” Indigenous Services Canada.

“CAIS-ICMS” means Capital Asset Inventory System – Integrated Capital Management System.

“CMDB” Capital Management Data Base.

“ACRS” Asset Condition Reporting System.

“eACRS” Extended Asset Condition Reporting System.

“O&M” Operations and Maintenance.

3. Context

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 understand the current condition of all on-reserve infrastructure on the First Nation, as well future state infrastructure needs that contemplate future First Nation growth. 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 an Indigenous-led organization, FNCIAS.

4. Scope

The following scope of work outlines the minimum expected services that the proponent will offer to carry out and deliver as part of the project. Scope requirements will be based on the specific conditions of the **Little Pine First Nation** with preliminary profile information found in Appendix A.

4.1. Data Collection

Data collection will form the foundation of asset condition assessment and life cycle infrastructure requirements pulling information from a variety of sources that could include:

- CAIS-ICMS records;
- CMDB;
- ACRS;
- eACRS;
- O&M Inspection and financial records;
- Asset lists;
- Community plans;
- Land use plans;
- Population statistics;
- Anecdotal information provided by the First Nation and/or respective Tribal Council.
- Individual feasibility studies, design reports, hydrology/topography studies; and
- GIS data

The proponent will be responsible for data collection and summarizing activities with support as required from FNCIAS. Summary information and consolidated data sources will be made readily available to the First Nation in a digital format. This may include scanning engineered drawings and records by the service provider. Cloud-based access to the data will be FNCIAS responsibility.

4.2. Inventory

Prior to commencing asset condition assessments, a complete asset list (data base or excel list) must be created that includes all the attributes necessary to sort and filter data bases on type, construction cost, condition, age, design engineer, make and model, constructor, and any other data that the service provider deems appropriate to attribute. The data must then be mapped using ERSI ARCGIS products into area features that is accessible to the First Nation.

4.3. Asset Condition Assessment

Service providers will be expected to complete on the ground condition assessments of all assets supported by appropriate subject matter experts to determine the condition of the asset, as well as current state operations and maintenance practices, and overall asset capacity and utilization rates.

FNCIAS invites proponents to develop the asset condition report based on best practice leveraging their experience and expertise. Outcomes of the asset condition assessment work are expected to include remaining asset life and related assumptions, major and minor renovation requirements, and preventative maintenance requirements. Additionally, the report should note any operations and maintenance procedures present or absent.

4.4. Annual Operations and Maintenance (10-Year forecast)

Annual operations and maintenance budget to be developed to include labour, equipment and material rates using provincial standards that will support, at minimum, Level of Service Standards (LOSS) set out by Indigenous Services Canada (ISC) or industry standards (best practices or regulation). Where LOSS do not meet industry standards then the discrepancy must then be quantified as well as rational for the higher standard established. These budgets should be summarized by asset with a total asset summary for the First Nation for a ten-year period.

In addition to standard O & M costs, budgets must include full Life Cycle Costs (LCC). These LCC shall be funded yearly to even out the overall budgets. For example, decommissioning costs must be carried each year even though these cost are only incurred at the end of the asset lifecycle. Similarly, replacement costs must also be included on an annual basis. The methodology for replacement costs is described in detail in Section 4.6.

Annual cost must be indexed year over year to account for inflation. Other notable costs to be identified in O& M budgets are critical spare inventories, consumables, insurance, preventative maintenance, component replacement, annual and periodic certifications, inspections, specialist services, administrative costs (office supplies, rent, supervision). Contingency of 10% can be carried on the First Nations total O & M budget as opposed to by asset.

4.5. Labour Analysis and Organizational Chart Development

Based on the First Nation's specific infrastructure environment, operational labour needs should be summarized by asset for the entire First Nation. These labour requirements are to be displayed as full-time equivalents (FTEs). These FTEs will be used to create public works department budgets and organizational charts, which will also include supervision and administrative supports.

4.6. Replacement Reserves

Replacement value of each asset must be calculated on existing assets using the service provider collected data and estimating processes to replace all existing assets when they are no longer operational. This time frame will be based on the asset condition data. The replacement costs are to be costed as like for like. Expansions to assets are to be consider only if the existing asset is not meeting the current needs of the community. For example, if a community is hauling in water to supplement the water that is produced by its water treatment plant then base for design must also include hauled water.

Service providers will be expected to build a replacement funding table by year, which is indexed showing the replacement costs accumulated to date and projected until decommissioning and demolition.

4.7. Project Management Requirements

The AAPP will be support by a FNCIAS Staff Member and a First Nation Liaison (preferably the Public Works Manager). All meetings and site visits will be coordinated using both individuals. FNCIAS will create a Liaison Funding Agreement with each First Nation to assist in supporting this AAPP work.

A kick-off meeting will be scheduled with each First Nation and may include Chief and Council and Technical staff, FNCIAS Executive Leadership Team (ELT), Engineering, and representatives from the service provider. A presentation of the FNCIAS Development Plan will be provided as well as a summary of the work that will be completed as part of the AAPP. Also, during the kick-off a First Nation Liaison may also be appointed along with the formation of the Joint Project Management Team (JPMT).

This AAPP process and project will be managed by a JPMT. JPMT will be comprised of:

- First Nation Chief and Council Representative
- First Nation Public Works Manager
- FNCIAS Technical Contact
- Proponent's Project Lead
- Tribal Council Infrastructure 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 AAPP 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.
- Providing guidance and advice on key project assumptions.
- Review preliminary project findings and interim deliverables.
- Review final project summary documents.

A project wrap-up presentation of AAPP findings and gap analysis will be attended by Chief and Council and technical staff, FNCIAS ELT, Engineering, and representatives from the service provider and JPMT. During this presentation the funding requirements will be summarized for each first nation.

5. Solution Pricing

Proponents are asked to submit detailed line-item pricing including labour rates and expenses (including travel) based on project assumptions. Solution pricing is to be submitted as an appendix to the main proposal submission. Minimum requested line-item breakdown is to include:

- Project Administration, Kick-Off, and Communications
- Data Collection, Analysis, and Inventory
- GPS Collection and Mapping
- Asset Inspections
- Analysis and Reporting
- Project Management
- Disbursements, Travel, and Expenses

Proponents are also asked to also include a maximum project upset fee budget.

6. Proposal Submission

Interested proponents must complete and submit to FNCIAS a Receipt Confirmation form by December 22, 2023 (see form provided in Appendix B). 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, January 19th, 2024. 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 January 15th, 2024.

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
 306-500-7999

6.1. Incurred Costs

The RFP does not commit the FNCIAS 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.

6.2. Proposal Modifications

Amendments to a submitted proposal will be accepted if received in writing by mail or e-mail to keli.just@fncias.ca 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.

6.3. 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.

6.4. Timeline for Submissions

Table 2 - Submission Timelines

Event	Date
Issuance of RFP	December 18 th , 2023
Receipt Confirmation Submitted (Appendix B)	December 22 nd , 2023
Proposal Submission Deadline	January 19 th , 2024
Contract Award Deadline	February 2024

6.5. Proposal to be retained by FNCIAS

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.

7. Contract Award

The successful proponent will be contacted by via written communication by FNCIAS once the project has been awarded. Unsuccessful bidders will be notified electronically.

7.1. Evaluation Criteria

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

Table 3 – Evaluation 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	25
4	Proposed Schedule/Project Delivery	15
5	Proposed Indigenous Participation	20
Total Evaluation Points		100

FNCIAS will choose the proposal that brings the greatest overall value, in FNCIAS's sole discretion.

8. 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 the obtaining processing services in some other manner.

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

amend the scope of services;

- (a) modify, cancel, extend, suspend or terminate the RFP at any time for any reason;
- (b) issue addenda to the RFP for any reason at any time prior to the RFP Closing Date;
- (c) clarify certain proposal information with a Proponent after RFP Closing Date;
- (d) 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;
- (e) waive a defect or irregularity in a Proposal and accept that Proposal;
- (f) reject, disqualify, or not accept any or all Proposals without any obligation, compensation, or reimbursement to any Proponent or its agents, contractors or representatives;
- (g) re-advertise for new Proposals, call for tenders, or enter into negotiations for services or for work of a similar nature;
- (h) make any changes to the terms of the business opportunity described in this RFP;
- (i) negotiate any aspects of a Proponent's proposal;
- (j) extend any date, time period or deadline provided in this RFP, by way of Addendum; or
- (k) retain Proponents in consideration of performing services for other projects.

9. General Conditions and Other Information

9.1. Business Licence & Permitting Requirements

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

9.2. 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.

9.3. 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 FNCIAS 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 (other than to Proponent team members and professional Advisors involved in the preparation of the Proposal, provided that the Proponent obtains similar confidentiality commitments from such Proponent team members and Advisors); 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.

9.4. 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.

9.5. 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.

9.6. No Lobbying

Proponents and their respective directors, officers, employees, consultants, agents, advisers or any other representatives will not engage in any form of political, Indigenous Services Canada, or other lobbying whatsoever in relation to the 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 or the Indigenous Services Canada, or any of their directors, ministers, officers, employees, advisers, or representatives, for any purpose whatsoever, including for purposes of:

- commenting on or attempting to influence views on the merits of the proponent's Proposal, or in relation to Proposals of other Proponents;
- influencing, or attempting to influence, the evaluation, scoring and ranking of Proposals, the selection of a proponent, or any negotiations with a proponent;
- promoting the proponent, including in preference to that of other proponents;
- criticizing the proposals of other proponents;
- 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.

9.7. Information in RFP Only an Estimate

FNCIAS makes 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.

9.8. 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, 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:

- corporate registry searches;
- court registry searches;
- judgment searches;
- insolvency searches;

- SEDAR (if publicly traded company);
- internet research and other publicly available sources; and
- 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.

9.9. 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, as a result 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.

9.10. Time Disputes

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

9.11. 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.

9.12. 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.

10. Preferred Proponent and Closing

FNCIAS may at a time determined by FNCIAS deliver to the preferred proponent a Service Agreement for execution, which Service Agreement may be modified by incorporating relevant portions of the preferred 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 preferred 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 in order to reflect accurately the nature of the Preferred 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 in order 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;
- (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.

10.1. 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 preferred proponent should deliver to FNCIAS:

- (a) the signature page to the Service Agreement, fully executed by the Preferred 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 preferred 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.

10.2. Failure to Return Services Agreement

If the Preferred Proponent fails to execute and deliver to FNCIAS the signature page to the Service Agreement, fully executed by the preferred 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 preferred 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 preferred 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.

10.3. Obtaining Approval

The Preferred Proponent acknowledges and agrees that prior to, or in conjunction with, the selection of the Preferred 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 Committee, its Board of Directors, the Crown Investments Corporation, and/or the Government of Saskatchewan, which approval may or may not be provided.

11. Conflict of Interest and Prohibited Conduct

11.1. 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 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 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.

11.2. 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.

11.3. Prohibited Proponent Communications

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

11.4. 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 into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

11.5. 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.

11.6. 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.

11.7. 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.

12. Procurement Process Non-Binding

12.1. No Contract A and No Claims

FNCIAS and the Proponent agree that this procurement 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 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.

12.2. 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 Preferred 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.

12.3. 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 an Service Agreement.

12.4. 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 of the Services.
- (e) reject any Proposal.
- (f) abandon its plans to obtain any of the Services.
- (g) invite anyone (including any Proponent) to offer to provide some or all of the Services under any terms.

- (h) 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;
 - (j) 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
 - (k) discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal.
 - (l) cancel the RFP process without liability, at any time for any reason or no reason at all.
 - (m) consult with its Executive Committee, its Board of Directors, Crown Investments Corporation of Saskatchewan or the Government of Saskatchewan with respect to this RFP and/or any Proposal.
 - (n) verify with any Proponent, or with a third party, any information set out in a Proponent's Proposal or such information relevant thereto.
 - (o) 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 of 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 into direct negotiations with the sole Proponent, including on contractual terms and conditions not outlined in this RFP or the Service Agreement.

13. Communication

All communication regarding this Request for Proposal will be in writing and addressed to Keli Just by email at keli.just@fncias.ca.

14. Term

The successful Proponent will be expected to execute a Master of Services Agreement with a term to be informed by the Contractor's proposed work plan.

15. Document History

Table 4 - Document History

Revision	Reason for Issue	Revision Date	Redline	Description
00	Original Release	December 18 th , 2023	n/a	Request for Proposal

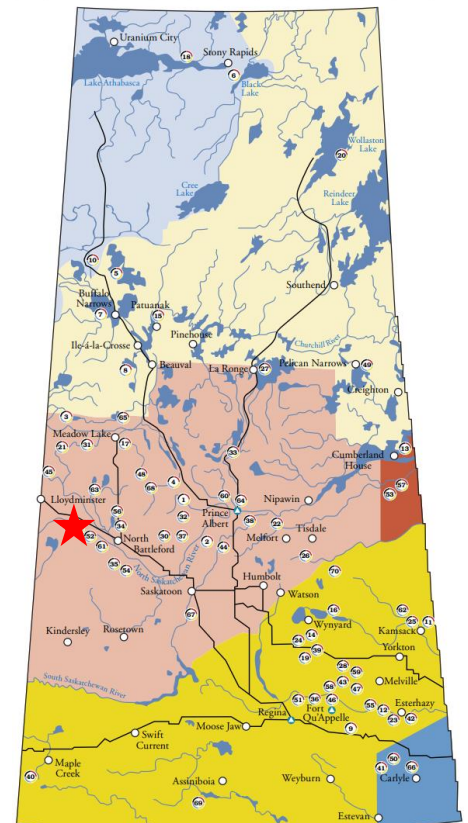
Appendix A First Nation Community and Infrastructure Profile

Little Pine First Nation



A.1. Contact Details

First Nation	Little Pine First Nation
Band Number	340
Address	PO Box 70, Paynton, SK S0M 2J0
Phone	(306) 398-4942
Fax	(306) 398-2377
Website	https://littlepine.ca
Treaty Territory	6
Tribal Council	Independent



* Office of the Treaty Commissioner Map

A.2. About

“Little Pine First Nation (LPFN) is home to the Plains Cree in Saskatchewan and is located at the foot of Bluehill and rests along the shores of the Battle River. Bluehill is a symbol of home for our people” (www.littlepine.ca). LPFN is focused on enhancing the quality of life for their members through the protection of Treaty. Through supporting and focusing on education, and particularly post-secondary education for their members, they will contribute to the betterment of the First Nation community, the province, and the global economy. Historically, Chief Little Pine was dedicated to improving the lives of his people, enhancing government relations, and creating a unified Cree territory in South-West Saskatchewan.

A.3. Location

Little Pine First Nation is located approximately 53 KM northwest of North Battleford.

A.4. Reserve Description

Little Pine First Nation includes: Little Pine Indian Reserve No. 116, Min-A-HE-QUO-SIS Indian Reserve 116A, and Min-A-HE-QUO-SIS Indian Reserve 116C.

A.5. Linguistic Groups

Linguistic groups that belong to the Nation is Plains Cree.

A.6. Household Data (2016)

Table A - Household Data 2016 (Indigenous Services Canada)

Household and dwelling characteristics	Count (2016)
Total - All private households	200 (236 Houses -2021 Census)
One family household	120
Couple family households	55
Female lone parent households	50
Male lone parent households	20
Multi-family households	25
Non-family households	55
Total number of Dwellings	200
Dwellings constructed more than 10 years ago	180
Dwellings constructed within the past 10 years	20
Dwellings requiring minor repairs only	50
Dwellings requiring major repairs	115

A.7. Infrastructure

Below is a inventory of assets from Indigenous Services Canada Integrated Capital and Management System.

Table B - 2020 Integrated Capital Management System Inventory

Asset Code	Asset Name	Asset No:
A6A	BAND HALL (1996)	023000
A1A	Band Office	015000
A1A	BAND OFFICE	003000
A1Z	BAND STORE/GAS BAR	027000
B1O	CISTERN CLEANING	498000
A2Z	COMMUNITY BUILDING	004000
A2Z	COMMUNITY BUILDINGS	004000
B1F	COMMUNITY WELL #4	413000
B1F	COMMUNITY WELL #5	414000
B1F	COMMUNITY WELL (1997)	412000
A3B	DAYCARE	026000
B1B	DISTRIBUTION MAIN	401000
B1H	DISTRIBUTION-FIRE PUMPS	401000
A3Z	FIREHALL	014000
B2J	FORCEMAIN	402000
A2C	GARAGE	021000
B4M	GARBAGE COLLECTION	496000
E2B	Garbage Truck	900026
E2Z	GARBAGE TRUCK	915000
A3C	Health Centre	090000
A1Z	HEALTH CLINIC	003000
B2E	LAGOON	402000

Asset Code	Asset Name	Asset No:
B4B	LANDFILL	406000
B2H	LIFT STATION	402000
A5B	LIFT STATION BLD	024000
B1Z	MAIN COMMUNITY WELL	401000
A3A	PORTABLE CLASSROOM	019000
A3A	PORTABLE CLASSROOM	019000
A3A	PORTABLE CLASSROOM	019000
B2P	PRIVATE SEWER CONNECTIONS	494000
B1P	PRIVATE WATER CONNECTIONS	495000
B1P	PRIVATE WATER CONNECTIONS	495000
B1B	RAW WATER LINE 100MM	400000
B1B	RAW WATER LINE 50MM	400000
B1B	RAW WATER LINE 50MM	400000
B1E	RESERVOIR MULTICELL	401000
A6Z	RINK CHANGE BUILDING	018000
B2A	SANITARY MAINS	402000
A3A	SCHOOL	019000
A1Z	SCHOOL BOARD BUILDING	002000
A2C	SCHOOL STORAGE	020000
B1F	SECONDARY WELL	401000
B2M	SEWAGE PUMPOUT	405000
B2A	SEWERMAIN 200MM	400000
A2Z	STORAGE	016000
B3C	STREET LIGHTS	410000
A1A	Temp Band Office	022000
B4E	Transfer Station	900025
B1B	TREATED WATER LINE 100MM	400000
B1B	TREATED WATER LINE 150MM	400000
B1B	TREATED WATER LINE 38MM	400000
B1B	TREATED WATER LINE 50MM	400000
B1B	TREATED WATER LINE 75MM	400000
B1B	TREATED WATER LINE 75MM	400000
B1G	TRUCKFILL	401000
E4Z	WATER DELIVERY	910000
B1M	WATER DELIVERY (A)	498000
B1N	WATER DELIVERY (B)	497000
B1B	WATER SUPPLY MAIN	401000
B1B	WATER SUPPLY MAIN	401000
A5A	WATER TREATMENT PLANT	017000
B1D	WATER TREATMENT UNIT	415000
A5A	WELL CONTROL BUILDING	001000
D1A	ROAD	703000
D1A	ROAD	809000
D1A	ROAD	847000
D1A	ROAD	851000
D1A	ROAD	810000
D1A	ROAD	857000
D1A	ROAD	854000
D1A	ROAD	808000
D1A	ROAD	848000
D1A	ROAD	806000
D1A	ROAD	615000
D1A	ROAD	841000
D1A	ROAD	831000
D1A	ROAD	860000
D1A	ROAD	811000
D1A	ROAD	833000
D1A	ROAD	832000
D1A	ROAD	837000
D1A	ROAD	855000
D1A	ROAD	612000
D1A	ROAD	859000

Asset Code	Asset Name	Asset No:
D1A	ROAD	819000
D1A	ROAD	853000
D1A	ROAD	823000
D1A	ROAD	804000
D1A	ROAD	834000
D1A	ROAD	856000
D1A	ROAD	824000
D1A	ROAD	813000
D1A	ROAD	818000
D1A	ROAD	858000
D1A	ROAD	852000
D1B	ROAD	604000
D1B	ROAD	616000
D1B	ROAD	817000
D1B	ROAD	700000
D1B	ROAD	800000
D1B	ROAD	611000
D1B	ROAD	705000
D1B	ROAD	830000
D1B	ROAD	605000
D1B	ROAD	704000
D1B	ROAD	600000
D1B	ROAD	609000
D1B	ROAD	606000
D1B	ROAD	701000
D1B	ROAD	607000
D1B	ROAD	617000
D1B	ROAD	621000
D1B	ROAD	601000
D1B	ROAD	802000
D1B	ROAD	816000
D1B	ROAD	801000
D1B	ROAD	826000
D1B	ROAD	708000
D1B	ROAD	815000
D1B	ROAD	812000
D1B	ROAD	821000
D1B	ROAD	613000
D1B	ROAD	702000
D1B	ROAD	602000
D1B	ROAD	619000
D1B	ROAD	620000
D1B	ROAD	820000
D1B	ROAD	706000
D1B	ROAD	614000
D1B	ROAD	603000
D1B	ROAD	814000
D1B	ROAD	707000
D1B	ROAD	807000
D1B	ROAD	610000
D1B	ROAD	805000
D1B	ROAD	822000
D1B	ROAD	618000
D1B	ROAD	608000
D7C	ROAD	845000
D7C	ROAD	846000
D7C	ROAD	840000
D7C	ROAD	849000
D7C	ROAD	838000
D7C	ROAD	844000
D7C	ROAD	842000
D7C	ROAD	803000

D7C	ROAD	843000
D7A	ROAD	825000

A.8. Leadership

Table C – Leadership (litlepine.ca)

Position	Name	Date	Portfolios
Position	Name	Date	•
Chief	Donald Ironchild	Appointment date: 11/27/2021 Expiry date: 11/26/2025	•
Councillor	Russell Kennedy	Appointment date: 11/27/2021 Expiry date: 11/26/2025	•
Councillor	Matthew Frank	Appointment date: 11/27/2021 Expiry date: 11/26/2025	•
Councillor	Carl Kennedy	Appointment date: 11/27/2021 Expiry date: 11/26/2025	•
Councillor	Roland Pete	Appointment date: 11/27/2021 Expiry date: 11/26/2025	•
Councillor	Lisa Sapp	Appointment date: 11/27/2021 Expiry date: 11/26/2025	•

Council Meeting Frequency: _____

A.9. Economic Development

- The recently opened Gold Horse Casino, located in Lloydminster, is located on Little Pine land.

A.10. Registered Population

Table D - Registered Population as of October 2023 (Indigenous Services Canada)

Residency	# of People
Registered Males On Own Reserve	498
Registered Females On Own Reserve	506
Registered Males On Other Reserves	53
Registered Females On Other Reserves	38
Registered Males On Own Crown Land	0
Registered Females On Own Crown Land	0
Registered Males On Other Band Crown Land	1
Registered Females On Other Band Crown Land	1
Registered Males On No Band Crown Land	0
Registered Females On No Band Crown Land	1
Registered Males Off Reserve	547
Registered Females Off Reserve	624
Total Registered Population	2,269

Appendix B Receipt of Confirmation Form

Please complete this form and e-mail by December 22nd to:

Keli Just
Senior Manager of Engineering
#104-335 Packham Avenue
Saskatoon, SK S7N 4S1
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 notices with regard to this Request 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 C Legal Due Diligence - Form 10

C.1. 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.

Table 5 - Dispute Disclosure Log

Date	Value of Dispute	Jurisdiction of Project	Dispute Resolution Method	Resolved

Appendix D Master Services Agreement