



20 December 2023

Our Ref: HG-LTR-00165

Dear Prospective Proponents

Re: FNCIAS Housing Conditions Assessment

Please find attached the Request for Proposal (RFP) for the above referenced Housing Conditions Assessment (HCA) opportunity. The First Nations Capital and Infrastructure Agency of Saskatchewan (FNCIAS) is looking to obtain proposals from qualified consultants/contractors to complete a comprehensive HCA of existing housing programs 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

Housing Conditions Assessment

Big River First Nation

HG-RFP-00164



Image Source: Stanley Mission

Uncontrolled when printed.

FNCIAS

OFFICE104–335 Packham Ave
Saskatoon, SK S7N 4S1

T 306-500-7990

W fncias.ca**Document**

Request for Proposal – Housing Conditions Assessment

Document ID: HG-RFP-00164

Revision number: 00

Document owner: FNCIAS

Created

December 2023

© Document copyright of First Nations Capital & Infrastructure Agency of Saskatchewan.

This document is submitted on the basis that it remains commercial-in-confidence. The contents of this document are and remain the intellectual property of First Nations Capital & Infrastructure Agency of Saskatchewan (FNCIAS) and are not to be provided or disclosed to third parties without the prior written consent of FNCIAS. No use of the contents, concepts, designs, drawings, specifications, plans, etc. included in this document is permitted unless and until they are the subject of a written contract between FNCIAS and the addressee of this document. FNCIAS accepts no liability of any kind for any unauthorised use of the contents of this document and FNCIAS reserves the right to seek compensation for any such unauthorised use.

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:	Keli Just		December 20, 2023
Reviewed by:	Trent Larson		December 20, 2023
Approved by:	Keli Just		December 20, 2023

Executive summary

FNCIAS is completing a Housing Conditions Assessment (HCA) Pilot Process on six member 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 housing and to build new housing on a First Nation in a consistent manner.

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 pilot process is exploratory and as such numerous service providers will be used to evaluate these requirements and gaps on various First Nations with the intent of evaluating different methodologies and perspectives from different communities and service providers. This Request for Proposal (RFP) is specific to the HCA being conducted with the **Big River First Nation**.

Contents

1. Introduction	1
2. Objective	2
3. Scope of Work	2
3.1. Data Collection	2
3.2. First Nation Engagement	3
3.2.1. Kick-Off Meeting	3
3.2.2. Interviews and Open House	3
3.2.3. First Nation Assistance	4
3.2.4. Capacity Development and Training	4
3.3. Housing Conditions Assessment	4
3.4. Operations and Maintenance Renovations - Life Cycle	5
3.4.1. Site Inspection	5
3.4.2. Interior Observations	5
3.4.3. Exterior Observations and Infrastructure Connections	6
3.4.4. Site Conditions/Environment and GPS	6
3.4.5. <i>Additional Considerations</i>	6
3.5. Housing Needs Assessment	6
3.6. Housing Administration Assessment	7
3.7. Evaluation of Information and Reporting	7
3.7.1. Planning and Funding Support	7
3.7.2. Annual Review Process	7
3.7.3. Long Term Inspection Schedule	7
3.8. Project Deliverables	7
4. Project Management	8
5. Project Schedule	8
6. Solution Pricing	9
7. Insurance, Health, Safety, and Liability	9
7.1.1. Insurance	9
7.1.2. Health and Safety Plan	9
8. Standards	10
9. Special Considerations	10
9.1. Indigenous Participation	10
10. Minimum Qualifying Criteria	10
11. Proposal Submission	11
11.1. Incurred Costs	11

11.2.	Proposal Modifications	11
11.3.	Proposal Withdrawal.....	11
11.4.	Proposal and Proposed Schedule	11
12.	Contract Award.....	12
12.1.	Evaluation Criteria	12
12.2.	Concurrent Negotiations	12
13.	Reservation of Rights	13
14.	General Conditions and Other Information	13
14.1.	Business Licence & Permitting Requirements	13
14.2.	Cost of Preparing the Proposal	13
14.3.	Confidentiality	13
14.4.	No Collusion	14
14.5.	Limitation of Damages	14
14.6.	No Lobbying.....	14
14.7.	Information in RFP Only an Estimate	15
14.8.	Legal Due Diligence	15
14.9.	No Guarantee of Volume of Work.	15
14.10.	Indemnity	16
14.11.	Time Disputes.....	16
14.12.	Interpretation and Governing Law	16
14.13.	Limit on Liability	16
15.	Preferred Proponent and Closing	16
15.1.	Return of Service Agreement	17
15.2.	Failure to Return Services Agreement	17
15.3.	Obtaining Approval	18
16.	Conflict of Interest and Prohibited Conduct	18
16.1.	Conflict of Interest.....	18
16.2.	Disqualification for Prohibited Conduct	18
16.3.	Prohibited Proponent Communications	19
16.4.	Proponent Not to Communicate with Media	19
16.5.	No Public Comment.....	19
16.6.	Illegal or Unethical Conduct.....	19
16.7.	Past Performance or Past Conduct	19
17.	Procurement Process Non-Binding	19
17.1.	No Contract A and No Claims	19
17.2.	No Contract until Execution and Delivery of Written Service Agreement.....	20
17.3.	Non-binding Price Estimates	20

17.4. Effect of this RFP	20
18. Communication	21
19. Term.....	21
20. Document History	21

Tables

Table 1 - Document Approval	i
Table 2 – Proposed Project Schedule	9
Table 3 – Evaluation Criteria	12
Table 4 - Document History	21

Appendices

Appendix A First Nation Community and Infrastructure Profile	22
Appendix B Receipt of Confirmation Form	30
Appendix C Legal Due Diligence - Form 10.....	31
Appendix D Master Services Agreement	32

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 Census¹ 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."²

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

² 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 (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 **Big River First Nation** (the First Nation) with First Nation input and assistance.

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 **Big River First Nation**, any disparity in housing management capacity at the band level, as well as the current housing need present within the **Big River 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 **Big River 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 **Big River 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 **Big River 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 **Big River 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 **Big River 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

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

All assessment activities on Reserve will occur with assistance from at least one **Big River First Nation** inspection champion. The successful proponent will include a budget line item in their proposal for a **Big River 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

Big River 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 **Big River 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 **Big River 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 95³, 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 specifically addressed in the reporting. If inspectors encounter items or building components that pose

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

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 standard building component life cycle/expected life and remaining life left for each component
- 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

3.4. Operations and Maintenance Renovations - Life Cycle

Operations and Maintenance Renovation (O&MR) budget to be developed that focus on the identified minor and major renovations for each residence. The budgets must include full Life-Cycle analysis costs for each identified major building component. This includes the standard building component life cycle/expected life and remaining life left for each component.

The O&MR budget is to include labour, equipment and material rates using provincial standards that will support, at minimum, National Building Code of Canada or industry standards (best practices or regulation). These budgets should be provided for each residence with a total minor and major renovation summary for the First Nation.

3.4.1. 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.

3.4.2. 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)

3.4.3. 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.

3.4.4. 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.

3.4.5. 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 with a specific focus on identifying potential or present mould and fungus impacts, hazardous building materials, and any safety related concerns.

3.5. 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 **Big River 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 **Big River 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.

3.6. 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 **Big River 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 **Big River 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.

3.7. Evaluation of Information and Reporting

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

3.7.1. 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.

3.7.2. Annual Review Process

It is requested that the final project report include direction for **Big River 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.

3.7.3. Long Term Inspection Schedule

Details and discussion around development and completion of a long-term **Big River 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.

3.8. 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 **Big River First Nation** Housing Map. The map will be provided on a minimum paper size of 11" x 17".

Deliverables are to be provided to **Big River 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:

- **Big River First Nation** Chief and Council Representative
- **Big River 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 **Big River 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.

Table 2 – Proposed Project Schedule

Task/Event	Estimated Date/Timeframe
Issuance of RFP	December 21st, 2023
Receipt Confirmation Submitted (Appendix B)	January 5th, 2024
RFP Question Submission Deadline to FNCIAS	January 15th, 2024
Proposal Submission Deadline	January 19th, 2024
Kick-off Meeting at First Nation	February/March 2024
HCA Scope of work and Fieldwork Inspections	Winter/Spring 2024
Completion of HCA and Report Submission (Tentative)	2024

6. 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
- House Inspections
- Analysis and Reporting (including HNAR and HAA)
- Project Management
- Disbursements, Travel, and Expenses

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

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 **Big River 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 **January 5th, 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

11.1. Incurred Costs

The RFP does not commit the FNCIAS or the **Big River 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 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.

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

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 the obtaining processing services in some other manner.

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

- (a) amend the 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 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; 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:

- (e) commenting on or attempting to influence views on the merits of the proponent's proposal, or in relation to proposals of other proponents
- (f) influencing, or attempting to influence, the evaluation, scoring and ranking of proposals, the selection of a proponent, or any negotiations with a proponent
- (g) promoting the proponent, including in preference to that of other proponents
- (h) criticizing the proposals of other proponents; or
- (i) 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, 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.

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:

- (j) 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
- (k) 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:

- (l) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision, unless expressly stated)
- (m) 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
- (n) 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. Preferred Proponent 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:

- (e) the signature page to the Service Agreement, fully executed by the proponent under the hand of its duly authorized proper officer(s)
- (f) 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
- (g) 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:

- (d) reject the proponent's proposal; or
- (e) 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:

- (f) illegal or unethical conduct as described above
- (g) the refusal of the proponent to honour its submitted pricing or other commitments; or
- (h) 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:

- (c) choose whether to evaluate any proposal
- (d) modify this RFP or RFP process, including any technical, commercial, or contractual terms
- (e) re-issue this RFP, either in the same form, or with modifications
- (f) begin or end negotiations with any proponent for some or all the services
- (g) reject any proposal or abandon its plans to obtain any of the services
- (h) invite anyone (including any proponent) to offer to provide some or all of the services under any terms
- (i) 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
- (j) cancel the RFP process without liability, at any time for any reason or no reason at all

- (k) consult with its Executive Leadership Team and/or its Board of Directors with respect to this RFP and/or any proposal
- (l) verify with any proponent, or with a third party, any information set out in a proponent's proposal or such information relevant thereto
- (m) 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.

18. Communication

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

19. 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.

20. Document History

Table 4 - Document History

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

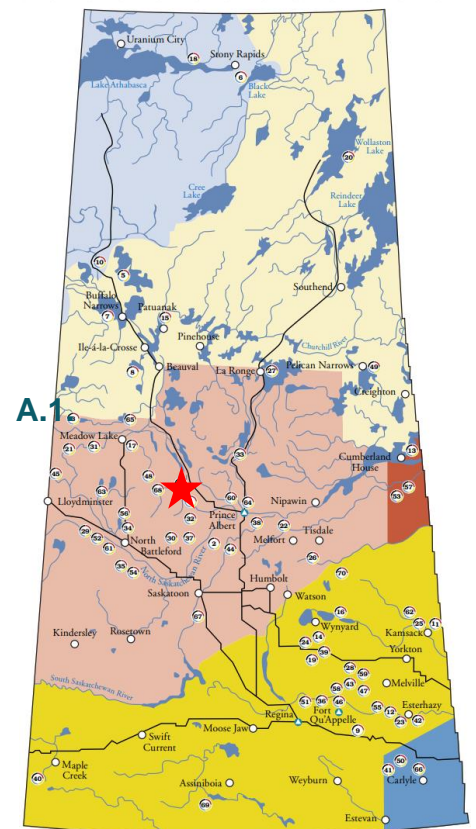
Appendix A First Nation Community and Infrastructure Profile

Big River First Nation



A.1. Contact Details

First Nation	Big River First Nation
Band Number	404
Address	PO Box 519 Debden, Saskatchewan S0J2S0
Phone	306-724-4700
Fax	306-724-2161
Website	http://www.bigriverfirstnation.ca
Treaty Territory	6
Tribal Council	Independent



* Office of the Treaty Commissioner Map

A.2. About

Big River First Nation has a proud reputation as a traditional Cree community where the majority of youth fluently speak the Cree language. Big River First Nation has also strengthened their families through cultural ceremonies such as sun dances, chicken dances, round dances, community feasts, as well as by hosting and attending local surrounding pow wows throughout the years. With nearly 30,000 acres of reserve land, Big River has its roots in Treaty No. 6 of 1878. Led by Chief SeSeWaHum and later by Chief Kinematayo, Big River First Nation members made their living by hunting and fishing until 20 years after treaty adhesion.

Cree Name: Mistahi sipihkk translates to “at the Big River”, however the Nation also known as “Whitefish”.

BRFN had one of the last Day Schools in Saskatchewan closing its doors in 1996, The school was named after the First Chief “See-se-wah- hum.

A.3. Location

Big River First Nation is located 120 kilometres northwest of Prince Albert, Saskatchewan

A.4. Reserve Description

Big River Indian Reserve No. 118 98 km NW/NO OF / DE PRINCE ALBERT

Big River Indian Reserve No. 118A NORTH CENTRAL DISTRICT SECS 6&7, TPW 52, RGE 7 & SECS 1,2,11 &12, TPW 52, RGE 8, W3M.

A.5. Linguistic Groups

Linguistic groups that belong to the Nation are the Plains Cree (y dialect) also known as the Nehiyawak.

A.6. Household Data (2016)

Table A - Household Data 2016 (Indigenous Services Canada)

Household and dwelling characteristics	Count (2016)
Total - All private households	365
One family household	240
Couple family households	140
Female lone parent households	65
Total number of Dwellings	365
Dwellings constructed more than 10 years ago	285
Dwellings constructed within the past 10 years	75
Dwellings requiring minor repairs only	90
Dwellings requiring major repairs	200

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
A6B	ARENA	018000
B1O	CISTERN CLEANING	494000
E1E	COMB. PUMPER CERTIFICATION	901000
B2P	COMMUNITY SEWER SYSTEM	499000
B1P	COMMUNITY WATER SYSTEM	498000
B1F	COMMUNITY WELLS	416000
B1F	COMMUNITY WELLS	400000
B1F	COMMUNITY WELLS	400000
B1F	COMMUNITY WELLS	400000
A6A	CTTY REC CTR/HALL/CULT CTR	049000
A6A	CTTY REC CTR/HALL/CULT CTR	042000
A6A	CTTY REC CTR/HALL/CULT CTR	005000
A6A	CTTY REC CTR/HALL/CULT CTR	006000
A6A	CTTY REC CTR/HALL/CULT CTR	006000
A3B	DAYCARE CENTRE	004000
D1A	EARTH ROADS	867700
D1A	EARTH ROADS	859000
D1A	EARTH ROADS	863400
D1A	EARTH ROADS	868300
D1A	EARTH ROADS	864500
D1A	EARTH ROADS	803000

Asset Code	Asset Name	Asset No:
D1A	EARTH ROADS	616000
D1A	EARTH ROADS	864600
D1A	EARTH ROADS	870100
D1A	EARTH ROADS	848000
D1A	EARTH ROADS	865600
D1A	EARTH ROADS	863500
D1A	EARTH ROADS	869100
D1A	EARTH ROADS	863900
D1A	EARTH ROADS	805000
D1A	EARTH ROADS	863800
D1A	EARTH ROADS	867200
D1A	EARTH ROADS	838000
D1A	EARTH ROADS	865800
D1A	EARTH ROADS	802000
D1A	EARTH ROADS	857000
D1A	EARTH ROADS	869700
D1A	EARTH ROADS	864300
D1A	EARTH ROADS	865900
D1A	EARTH ROADS	837000
D1A	EARTH ROADS	820000
D1A	EARTH ROADS	870300
D1A	EARTH ROADS	867000
D1A	EARTH ROADS	865000
D1A	EARTH ROADS	867600
D1A	EARTH ROADS	867500
D1A	EARTH ROADS	864200
D1A	EARTH ROADS	869500
D1A	EARTH ROADS	865200
D1A	EARTH ROADS	864800
D1A	EARTH ROADS	856000
D1A	EARTH ROADS	869300
D1A	EARTH ROADS	867100
D1A	EARTH ROADS	867400
D1A	EARTH ROADS	869600
D1A	EARTH ROADS	863300
D1A	EARTH ROADS	863700
D1A	EARTH ROADS	870400
D1A	EARTH ROADS	861000
D1A	EARTH ROADS	867800
D1A	EARTH ROADS	868900
D1A	EARTH ROADS	870000
D1A	EARTH ROADS	865100
D1A	EARTH ROADS	825000
D1A	EARTH ROADS	868200
D1A	EARTH ROADS	869400
D1A	EARTH ROADS	868100
D1A	EARTH ROADS	868000
D1A	EARTH ROADS	868800
D1A	EARTH ROADS	869000
D1A	EARTH ROADS	863600
D1A	EARTH ROADS	863100
D1A	EARTH ROADS	866000
D1A	EARTH ROADS	813000
D1A	EARTH ROADS	869200
D1A	EARTH ROADS	808000
D1A	EARTH ROADS	807000
D1A	EARTH ROADS	864900
D1A	EARTH ROADS	865500
D1A	EARTH ROADS	810000
D1A	EARTH ROADS	864000
D1A	EARTH ROADS	839000
D1A	EARTH ROADS	868400
D1A	EARTH ROADS	869800

Asset Code	Asset Name	Asset No:
D1A	EARTH ROADS	869900
D1A	EARTH ROADS	864100
D1A	EARTH ROADS	865400
D1A	EARTH ROADS	864400
D1A	EARTH ROADS	863000
D1A	EARTH ROADS	863200
D1A	EARTH ROADS	870200
D1A	EARTH ROADS	867900
D1A	EARTH ROADS	865300
D1A	EARTH ROADS	824000
D1A	EARTH ROADS	853000
D1A	EARTH ROADS	819000
D1A	EARTH ROADS	822000
D1A	EARTH ROADS	816000
D1A	EARTH ROADS	847000
D1A	EARTH ROADS	804000
D1A	EARTH ROADS	850000
D1A	EARTH ROADS	806000
D1A	EARTH ROADS	844000
D1A	EARTH ROADS	815000
D1A	EARTH ROADS	800000
D1A	EARTH ROADS	809000
D1A	EARTH ROADS	852000
D1A	EARTH ROADS	702000
D1A	EARTH ROADS	821000
D1A	EARTH ROADS	845000
D1A	EARTH ROADS	851000
D1A	EARTH ROADS	842000
D1A	EARTH ROADS	811000
D1A	EARTH ROADS	835000
D1A	EARTH ROADS	833000
D1A	EARTH ROADS	830000
D1A	EARTH ROADS	829000
D1A	EARTH ROADS	828000
D1A	EARTH ROADS	831000
D1A	EARTH ROADS	836000
D1A	EARTH ROADS	614000
D1A	EARTH ROADS	817000
D1A	EARTH ROADS	843000
D1A	EARTH ROADS	801900
D1A	EARTH ROADS	801800
D1A	EARTH ROADS	802300
D1A	EARTH ROADS	801600
D1A	EARTH ROADS	870500
D1A	EARTH ROADS	871700
D1A	EARTH ROADS	870700
D1A	EARTH ROADS	871800
D1A	EARTH ROADS	870600
D1A	EARTH ROADS	871500
D1A	EARTH ROADS	871000
D1A	EARTH ROADS	872000
D1A	EARTH ROADS	870900
D1A	EARTH ROADS	871400
D1A	EARTH ROADS	801100
D1A	EARTH ROADS	871100
D1A	EARTH ROADS	871300
D1A	EARTH ROADS	872100
D1A	EARTH ROADS	872300
D1A	EARTH ROADS	872200
D1A	EARTH ROADS	872400
D1A	EARTH ROADS	872700
D1A	EARTH ROADS	873100
D1A	EARTH ROADS	872900

Asset Code	Asset Name	Asset No:
D1A	EARTH ROADS	873000
D1A	EARTH ROADS	872600
D1A	EARTH ROADS	872800
D1A	EARTH ROADS	874000
A3H	FIRE STATION	041000
B2J	FORCEMAIN	407000
B2J	FORCEMAIN	407000
B2J	FORCEMAIN	407000
B2J	FORCEMAIN	407000
B2J	FORCEMAIN	407000
B4M	GARBAGE COLLECTION SERVICE	497000
D1B	GRAVEL ROADS	615000
D1B	GRAVEL ROADS	617000
D1B	GRAVEL ROADS	610000
D1B	GRAVEL ROADS	812000
D1B	GRAVEL ROADS	603000
D1B	GRAVEL ROADS	601000
D1B	GRAVEL ROADS	621000
D1B	GRAVEL ROADS	620000
D1B	GRAVEL ROADS	827000
D1B	GRAVEL ROADS	841000
D1B	GRAVEL ROADS	862000
D1B	GRAVEL ROADS	801000
D1B	GRAVEL ROADS	600000
D1B	GRAVEL ROADS	858000
D1B	GRAVEL ROADS	823000
D1B	GRAVEL ROADS	703000
D1B	GRAVEL ROADS	860000
D1B	GRAVEL ROADS	834000
D1B	GRAVEL ROADS	606000
D1B	GRAVEL ROADS	608000
D1B	GRAVEL ROADS	609000
D1B	GRAVEL ROADS	619000
D1B	GRAVEL ROADS	624000
D1B	GRAVEL ROADS	607000
D1B	GRAVEL ROADS	622000
D1B	GRAVEL ROADS	613000
D1B	GRAVEL ROADS	612000
D1B	GRAVEL ROADS	604000
D1B	GRAVEL ROADS	605000
D1B	GRAVEL ROADS	802800
D1B	GRAVEL ROADS	802700
D1B	GRAVEL ROADS	814000
B1H	HIGH LEVEL LIFTSTATION	400000
B2E	LAGOON	407000
D2C	LARGE CULVERTS	801000
B2H	LIFTSTATION	407000
B2H	LIFTSTATION	407000
A1A	OFFICE	028000
E1Z	OTHER	901000
B4Z	OTHER	408000
A2Z	OTHER	036000
A4Z	OTHER	008000
A3Z	OTHER	007000
B2A	SANITARY MAIN	407000
B2A	SANITARY MAIN	401000
B2A	SANITARY MAIN	407000
A3A	SCHOOL	001000
A3A	SCHOOL	002000
A3A	SCHOOL	002000
B2M	SEWAGE PUMPOUT SERVICE	496000
B3C	STREET LIGHTS	411000
D7A	THIRD PARTY ROADS	861000

Asset Code	Asset Name	Asset No:
D7A	THIRD PARTY ROADS	868700
D7A	THIRD PARTY ROADS	875000
D7A	THIRD PARTY ROADS	868600
D7A	THIRD PARTY ROADS	875100
D7A	THIRD PARTY ROADS	868500
D7A	THIRD PARTY ROADS	864700
D7A	THIRD PARTY ROADS	626000
D7A	THIRD PARTY ROADS	611000
D7A	THIRD PARTY ROADS	618000
D7A	THIRD PARTY ROADS	602000
D7A	THIRD PARTY ROADS	623000
D7A	THIRD PARTY ROADS	801400
D7A	THIRD PARTY ROADS	801200
D7A	THIRD PARTY ROADS	801300
D7A	THIRD PARTY ROADS	878000
D7A	THIRD PARTY ROADS	877000
D7A	THIRD PARTY ROADS	802600
D7A	THIRD PARTY ROADS	832000
D7A	THIRD PARTY ROADS	886000
D7A	THIRD PARTY ROADS	879000
D7A	THIRD PARTY ROADS	884000
D7A	THIRD PARTY ROADS	887000
D7A	THIRD PARTY ROADS	890000
D7A	THIRD PARTY ROADS	880000
D7A	THIRD PARTY ROADS	882000
D7A	THIRD PARTY ROADS	885000
D7A	THIRD PARTY ROADS	881000
D7A	THIRD PARTY ROADS	889000
D7A	THIRD PARTY ROADS	883000
D7A	THIRD PARTY ROADS	888000
D7A	THIRD PARTY ROADS	876000
E1B	TRIPLE COMBINATION PUMPER	901000
A2C	WAREHOUSE (BAND OR SCHOOL)	015000
A2C	WAREHOUSE (BAND OR SCHOOL)	019000
A2C	WAREHOUSE (BAND OR SCHOOL)	003000
A2C	WAREHOUSE (BAND OR SCHOOL)	036000
A2C	WAREHOUSE (BAND OR SCHOOL)	041000
A5B	WASTEWATER TREATMENT DISPOSAL	050000
A5B	WASTEWATER TREATMENT DISPOSAL	050000
B1M	WATER DELIVERY TYPE A - PLUMBE	494000
B1N	WATER DELIVERY TYPE B - NON-PL	495000
B1B	WATER MAINS	400000
B1B	WATER MAINS	400000
B1B	WATER MAINS	400000
B1B	WATER MAINS	400000
B1B	WATER MAINS	400000
B1B	WATER MAINS	400000
B1B	WATER MAINS	400000
B1B	WATER MAINS	400000
B1B	WATER MAINS	400000
B1B	WATER MAINS	400000
B1G	WATER STANDPIPES	400000
B1E	WATER STORAGE	400000
A5A	WATER SUPPLY/TREATMENT	038000
B1D	WATER TREATMENT UNIT	400000

A.8. Leadership

Table C – Leadership (litlepine.ca)

Position	Name	Appointment Date	Expiry Date	Portfolios
Chief	Jonathon Bear	10/09/2023	10/09/2027	•
Councillor	Clifford Bear	10/09/2023	10/09/2027	•
Councillor	Sandra Bear	10/09/2023	10/09/2027	•
Councillor	Michael Crookedneck	10/09/2023	10/09/2027	•
Councillor	Larry Joseph	10/09/2023	10/09/2027	•
Councillor	Wally Mcadam	10/09/2023	10/09/2027	•
Councillor	Curtis Morin	10/09/2023	10/09/2027	•
Councillor	Eucid Morin	10/09/2023	10/09/2027	•
Councillor	Tyrone Morin	10/09/2023	10/09/2027	•
Councillor	Robert Rabbitskin	10/09/2023	10/09/2027	•
Councillor	Isodore Weenonis	10/09/2023	10/09/2027	•
Councillor	Al Whitefish	10/09/2023	10/09/2027	•

Council Meeting Frequency: _____

A.9. Economic Development

None listed at this time.

A.10. Registered Population

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

Residency	# of People
Registered Males On Own Reserve	1318
Registered Females On Own Reserve	1299
Registered Males On Other Reserves	112
Registered Females On Other Reserves	102
Registered Males On Own Crown Land	0
Registered Females On Own Crown Land	0
Registered Males On Other Band Crown Land	0
Registered Females On Other Band Crown Land	0
Registered Males On No Band Crown Land	1
Registered Females On No Band Crown Land	9
Registered Males Off Reserve	548
Registered Females Off Reserve	630
Total Registered Population	4,019

Appendix B Receipt of Confirmation Form

Please complete this form and e-mail by January 5th, 2023 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 - Dispute Disclosure Log

Date	Value of Dispute	Jurisdiction of Project	Dispute Resolution Method	Resolved
------	------------------	-------------------------	---------------------------	----------

Appendix D Master Services Agreement