



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

Request for Proposal

# **Cost Reference Manual**

**Housing and Infrastructure Costing**

PS-RFP-00159

## OFFICE

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Document Type: Request for Proposal  
Title: Cost Reference Manual  
Document ID: PS-RFP-00159  
Revision number: 00  
Document owner: Jerry Christiansen

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## 1. Purpose

The purpose of this Request for Proposal is to secure a vendor to support the development of a Cost Reference Manual to support a long-term asset management model for FNCIAS member First Nations.

## 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 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.

## 3. Context

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. 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. Having a data-driven long-term asset management approach is fundamental to the long-term quality and sustainability of on-reserve housing and infrastructure. 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-led organization, FNCIAS.

## 4. Background Information and Preliminary Data Sources

FNCIAS is conducting asset management pilots with 6 First Nation Members that are forecasted to be completed in 2024. These pilot projects will include asset condition reporting and preliminary asset management models for housing and infrastructure assets. FNCIAS anticipates the successful Cost Reference Manual vendor to collaborate with asset management vendors as needed during the execution of the project. In addition, FNCIAS will make available to the vendor all background information on housing and infrastructure for FNCIAS member First Nations that can be secured through ongoing collaboration with the members and Indigenous Services Canada.

## 5. Scope

The following scope of work outlines the minimum expected services that the proponent will offer to deliver as part of the Cost Reference Manual.

### 5.1. Life Cycle Costing Model - Infrastructure

FNCIAS requires the development of a life cycle costing model to serve as a foundational element of asset management for FNCIAS members with the following specific requirements:

1. Develop a costing methodology to capture life cycle costs for each component and asset class of assets funded or partially funded through FNCIAS agreements.
2. Develop standard size, volume, and/or level of service per asset and by component based on community needs and market considerations.
3. Provide an asset replacement value methodology by asset class and component with consideration for design approach, construction methodology, and materials requirements.
4. Develop a Saskatchewan adjustment factor approach to reflect impacts of remoteness and distance from major centers on costing.
5. Detail assumptions and risk analysis related to maintenance management and asset management practices including required O&M and capital renewal practices to support the proposed life cycle costing model.
6. Describe reasonable alternatives to standardized size, volume, and/or level of service assumptions that would be used in FNCIAS member engagement when gathering feedback on the proposed life cycle costing methodology.

### 5.2. Cost Reference Manual - Infrastructure

FNCIAS requires the development of a customized costing tool to inform asset-driven funding agreements including the following considerations:

1. Develop a unit costing tool for each major asset, component and system that considers Saskatchewan-specific conditions and the major cost drivers of constructing infrastructure in First Nations communities.
2. Assets will include:
  - Water and Wastewater Infrastructure
  - Roads
  - Community Buildings
3. Develop a methodology for FNCIAS to update the unit cost values on a regular basis to account for Saskatchewan-specific construction cost escalation, inflation, and other factors that would drive cost changes.
4. Develop a risk analysis of the costing tool and update methodology to detail factors that could challenge assumptions and require customization or adaptation to ensure long-term sustainability of FNCIAS member Nation assets.
5. Develop a 2024 FNCIAS Infrastructure Cost Manual that could be in printed or digital format for use by FNCIAS and its member communities.

### 5.3. Life Cycle Costing Model - Housing

FNCIAS requires the development of a life cycle costing model to serve as a foundational element of asset management for FNCIAS members with the following specific requirements:

1. Develop a costing methodology to capture life cycle costs for housing funded through FNCIAS agreements.
2. Develop standard size(s) and/or level of service based on community needs and market considerations.

3. Provide an asset replacement value methodology for long-term maintenance.
4. Develop a Saskatchewan adjustment factor approach to reflect impacts of remoteness and distance from major centers on costing.
5. Detail assumptions and risk analysis related to maintenance management and asset management practices including required O&M and capital renewal practices to support the proposed life cycle costing model.
6. Describe reasonable alternatives to standardized size(s) and/or level of service assumptions that would be used in FNCIAS member engagement when gathering feedback on the proposed life cycle costing methodology.

#### **5.4. Cost Reference Manual - Housing**

FNCIAS requires the development of a customized costing tool to inform asset-driven funding agreements including the following considerations:

1. Develop a unit costing tool for each major cost component that considers Saskatchewan-specific conditions and the major cost drivers of constructing infrastructure in First Nations communities.
2. Assets will include on reserve:
  - Detached Homes
  - Duplex and Fourplex Housing Units
3. Develop a methodology for FNCIAS to update the unit cost values on a regular basis to account for Saskatchewan-specific construction cost escalation, inflation, and other factors that would drive cost changes.
4. Develop a risk analysis of the costing tool and update methodology to detail factors that could challenge assumptions and require customization or adaptation to ensure long-term sustainability of FNCIAS member Nation assets.
5. Develop a 2024 FNCIAS Housing Cost Manual that could be in printed or digital format for use by FNCIAS and its member communities.

#### **5.5. Strategy for Annual Updates**

FNCIAS envisions the cost reference manual being updated on an annual basis based on a set review cycle. Proponents are asked to provide detail on how the annual review and update process is proposed to be facilitated, including whether the work would be performed by the proponent or if the process could be transitioned in-house to FNCIAS.

### **6. Submission Requirements**

Please note that FNCIAS will consider proponent submissions for all or part of the scope detailed in Section 5 based on the following excepted submissions:

- Proponents that submit proposals for all requirements listed in 5.1 – 5.5.
- Proponents that submit proposals exclusively for requirements related to 5.1 & 5.2 & 5.5.
- Proponents that submit proposals exclusively for requirements related to 5.3 & 5.4 & 5.5.

Proponents are asked to structure proposals based on the following submission requirements.

#### **6.1. Proponent Profile**

Proponents are asked to provide the following information:

1. Overview of your company

2. Details of any partnerships or sub-contracting arrangements specifically relating to the provision of services detailed in this RFP.
3. Location of head office and any sub-offices.

## **6.2. Proponent Qualifications and Experience**

Proponents are asked to provide the following information:

1. Overview of your company qualifications related to the scope of services required as part of the RFP
2. Three (3) project examples with similar scope to the RFP, including at a minimum:
  - An overview of the project scope, timelines and deliverables.
  - Client details such as name, contract information, and client sector.
3. Description of your company's roles and responsibilities in the execution of the project.
4. Description of the roles and responsibilities of your Proposed Resources detailed in Section 6.3 of this RFP had on the project.
5. Details on the key value your organization provided through the execution of the project and any lessons learned that would be applied to the FNCIAS initiative.
6. Proponents are asked to provide client references for each project.
7. Overview of your company's experience with Indigenous communities and Indigenous partnerships. Proponents are asked to provide specific examples of experience and one or more references that could validate past Indigenous experience.

## **6.3. Proposed Resources**

Proponents are asked to provide the following information:

1. Description of resources required to execution of Scope detailed in Section 5 of this RFP.
2. Overview of specific roles of each resource on the project.
3. Description of specific experience, expertise, and credentials each resource brings to the project team.
4. Estimate of % of total project execution being delivered by each resource.
5. Details on resource availability.
6. Overview of your organization's approach to manage resource risks on the project.

## **6.4. Proposed Approach**

Proponents are asked to provide the following information:

1. Proposed approach to delivering on the Scope requirements detailed in Section 5 of this RFP.
2. Detail on any additional value-add activities and/or proposed deliverables to add value to the FNCIAS housing and infrastructure cost methodology development.
3. Detailed work plan with timelines, responsibilities, and deliverables.
4. Details on any assumptions being made of related inputs and/or scope of work areas expected to be delivered by FNCIAS to support the success of project delivery.

## **6.5. Project and Risk Management Plan**

Proponents are asked to provide the following information:



1. Description of your project management approach to manage scope, schedule, cost, and quality in successful delivery of requirements.
2. Overview of your risk management plan including perspective of specific risks you see in the successful execution of the Scope detailed in Section 5 of this RFP.

## 6.6. 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 personnel involved in proponent's proposal.
- Indigenous Business Ownership (Minimum 51% Indigenous share ownership).

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.

## 7. Pricing

Proponents are required to complete "Appendix A - Pricing Form" with pricing detail.

## 8. Proposal Submission

Interested proponents must complete and submit to FNCIAS a Receipt Confirmation form by March 15, 2024 (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 CST, March 28, 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 March 15, 2024.

The FNCIAS contact for this RFP is:

Jerry Christiansen  
#104-335 Packham Avenue  
Saskatoon, SK S7N 4S1  
[jerry.christiansen@fncias.ca](mailto:jerry.christiansen@fncias.ca)  
306-850-8528

### 8.1. 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.

### 8.2. Proposal Modifications

Amendments to a submitted proposal will be accepted if received in writing by mail or e-mail to [jerry.christiansen@fncias.ca](mailto:jerry.christiansen@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.

### 8.3. 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.

### 8.4. Timeline for Submissions

Table 2 - Submission Timelines

Event	Date
Issuance of RFP	March 7, 2024
Receipt Confirmation Submitted (Appendix B)	March 15, 2024
Proposal Submission Deadline	March 28, 2024
Contract Award Deadline	April 4, 2024
Kick-off Meeting	April 11, 2024

### 8.5. 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.

## 9. Contract Award

The successful proponent(s) will be contacted by via written communication by FNCIAS once the project has been awarded. The competition may result in award to a single vendor to cover all requirements detailed in Section 5, or to two vendors that would split between scope requirements related to infrastructure (Sections 5.1 & 5.2) and scope requirements related to housing (Sections 5.3 & 5.4).

Unsuccessful bidders will be notified electronically.

### 9.1. Evaluation Criteria

The following is an overview of the categories and weightings FNCIAS will use in rating proposal submissions. FNCIAS reserves the right to evolve final proponent ratings to achieve best value for the organization on the competition.

Table 3 – Evaluation Criteria

Criteria	Weighting
Proponent Qualifications and Experience	20%
Proposed Resources	20%

Project Scope and Approach	20%
Project and Risk Management Plan	5%
Project Cost	20%
Indigenous Participation	15%
Total	100%

## 10. 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.

## 11. General Conditions and Other Information

### 11.1. Business Licence & Permitting Requirements

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

### 11.2. 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.

### 11.3. Confidentiality

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

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

### 11.4. 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.

### 11.5. 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.

### 11.6. No Lobbying

Proponents and their respective directors, officers, employees, consultants, agents, advisers or any other representatives will not engage in any form of political 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 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.

### **11.7. 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.

### **11.8. 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:

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

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

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

## 11.9. 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.

## 11.10. Time Disputes

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

## 11.11. 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.

## 11.12. 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.

## 12. Preferred Proponent and Closing

FNCIAS may at a time determined by FNCIAS deliver to the preferred proponent(s) 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.

### **12.1. 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.

### **12.2. 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.



### **12.3. 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.

## **13. Conflict of Interest and Prohibited Conduct**

### **13.1. 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.

### **13.2. 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.



### **13.3. Prohibited Proponent Communications**

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

### **13.4. 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.

### **13.5. 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.

### **13.6. 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.

### **13.7. 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.

## **14. Procurement Process Non-Binding**

### **14.1. 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.

## 14.2. 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.

## 14.3. 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.

## 14.4. 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 Board of Directors or the Government of Canada 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.

## 15. Communication

All communication regarding this Request for Proposal will be in writing and addressed to Jerry Christiansen by email at [jerry.christiansen@fncias.ca](mailto:jerry.christiansen@fncias.ca).

## 16. Terms

The successful Proponent will be expected to propose a work plan alongside its proposal that will detail term requirements for the agreement.

## 17. Document History

Table 4 – Document Revision History

Revision	Reason for Issue	Revision Date	Redline	Description of Revision
00	Original Release	March 7, 2024	n/a	Request for Proposal

## Appendix A Pricing Form

### Instructions on How to Complete Pricing Form

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for applicable sales taxes, which should be itemized separately.
- (b) Proponents are asked to provide a fixed-price proposal by scope component. Proponents have the flexibility to submit proposals based on the following options:
- Proponents that submit proposals for all requirements listed in 5.1 – 5.5.
  - Proponents that submit proposals exclusively for requirements related to 5.1 & 5.2 & 5.5.
  - Proponents that submit proposals exclusively for requirements related to 5.3 & 5.4 & 5.5.
- (c) In addition to costing noted above, proponents are asked to provide estimated costs for annual updates as requested in section 5.5. Cost estimates should be provide based on the annual update methodology detailed in section 5.5. Note that this section of the pricing form will not be part of Project Cost evaluation as set out in Section 9.1.
- (d) Detail any pricing or cost model assumptions made.

### Pricing Form

Solution Cost Components		Cost
Component		(CAD \$ incl. taxes)
5.1.	Life Cycle Costing Model - Infrastructure	\$
5.2.	Cost Reference Manual - Infrastructure	\$
5.3.	Life Cycle Costing Model - Housing	\$
5.4.	Cost Reference Manual - Housing	\$
5.5.	Strategy for Annual Updates	\$
<b>Total (Canadian Dollars including applicable taxes)</b>		<b>\$</b>
<b>Estimated cost of annual updates based on strategy detailed in 5.5.</b>		<b>\$</b>

### Cost Model Assumptions

Cost Model Assumptions (Detail any pricing or cost model assumptions made)	
Ref#	Assumption (add rows as necessary)
A1	
A2	
A3	

## Appendix B Receipt of Confirmation Form

Please complete this form and e-mail by March 15 to:

Jerry Christiansen  
#104-335 Packham Avenue  
Saskatoon, SK S7N 4S1  
[jerry.christiansen@fncias.ca](mailto:jerry.christiansen@fncias.ca)  
306-850-8528

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: \_\_\_\_\_