



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

Request for Proposal

First Nation Development Plans

- **Big River First Nation;**
- **Buffalo River Dene Nation;**
- **Little Black Bear First Nation;**
- **Little Pine First Nation; and**
- **Pasqua First Nation.**



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

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1. Purpose

First Nations Capital & Infrastructure Agency of Saskatchewan (FNCIAS) is completing Pilot Projects for Housing Condition Assessments, Infrastructure Assessments, and First Nation Development Plans. The purpose of the Pilot Projects is to develop a methodology to quantify the funding and capacity requirement to effectively operate, maintain, and replace existing assets on a First Nation reserve in a consistent manner.

This Request for Proposals (RFP) is specifically for the First Nation Development Plan component. The objective of this RFP is to receive proposals from qualified suppliers, contractors, and/or consultants (the Proponent) to potentially engage a particular qualified proponent to undertake the scope of work as per “Schedule A - Scope of Services”.

2. 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 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.

3. Background Information and Preliminary Data Sources

FNCIAS is conducting pilot projects with five (5) Member First Nations that are forecasted to be completed in early calendar year 2025. These pilot projects include Infrastructure Assessment Plans (IAP), Housing Condition Assessments (HCA), and First Nation Development Plans (FNDP).

FNCIAS will make available to the Proponent relevant HCA and IAP background information as it becomes available. FNCIAS staff can assist in the transfer of documents, data, and information, however, it is the Proponent's responsibility to gather their required information and assess its validity.

4. Scope

The scope of work in “Schedule A - Scope of Services” outlines the minimum expected services that the successful proponent will offer to carry out and deliver as part of their proposal and approach.

5. Proposed Schedule

The successful proponent will assign and devote the necessary internal resources and personnel to complete this scope of work within a reasonable timeframe that is agreed upon by FNCIAS. 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 FNCIAS for review and approval.

Proponents are to provide a proposed schedule and sequence of events including timing and, as a minimum, project milestone dates including:

- a) Award Meeting

- b) Introduction & Kick-off Meeting
- c) Community Engagement Event #1
- d) Draft Report Review Meeting
- e) Community Engagement Event #2
- f) Final Draft Review Meeting

6. Fee Summary

The proponent will include in their proposal submission a detailed line-item budget and summary of the proposed fees. All living out expenses, consumables, and any disbursements including travel are to be identified. A final total project price not including GST or PST is to be presented in the proposal.

Proponents are required to complete "Schedule B - Pricing Form" with proposed pricing detail.

7. Insurance, Health, Safety, and Liability

7.1. 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 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.

7.2. 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 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 FNCIAS prior to initiation of any fieldwork. The proponent is to always keep a copy of the Health and Safety plan available on-site during site work.

8. Standards

Where applicable, federal and provincial industry standards 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 explanation on why any additional standards are being included in their proposed approach.

9. Indigenous Participation

Indigenous (First Nation, Inuit, and Metis) supplier development is a foundational priority for FNCIAS – building Indigenous expertise in infrastructure and housing within the supplier community will lead to better quality outcomes for members. Supporting Indigenous supplier development outcomes requires

thoughtful consideration for how Indigenous participation will be defined as part of procurement evaluation criteria and the FNCIAS approach will be informed by the following considerations:

- a) Prioritization of suppliers with Indigenous ownership, with a focus on differentiating between businesses that are 100%-owned, 51+%-owned, and minority-owned.
- b) Differentiating between First Nations nation-owned, First Nations individual-owned, and Metis- or Inuit-owned.
- c) Creation of additional value for specific sub-regional Indigenous ownership for projects that will serve specific nations.
- d) How Indigenous businesses support capacity building and tangible community impact within their business models and proposed project approaches.
- e) Volume of Indigenous labour that exists within an organization and on a proposed project.
- f) Type of Indigenous labour employed by a firm or on a project, including Executive-level, management-level, and/or high-skilled labour.
- g) Equitable remuneration practices for Indigenous labour and employees.
- h) How organizations support Indigenous culture, values, and social outcomes in their organizations.

A proponent wishing to be evaluated and awarded scores for Indigenous Participation 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.

10. Proponent Experience & Capabilities

10.1. Minimum Qualifying Criteria

The project requires familiarity with industry standard principles and practices related to Community Development Planning. To ensure that sufficient abilities and experience can be brought to bear by the successful proponent, the following minimum qualifying criteria will apply:

- a) Verifiable experience in Community Development Planning.
- b) Demonstrated ability of assigned personnel to provide the complete range of professional skills necessary for the successful execution of the project.
- c) Demonstrated knowledge and experience obtained by working with First Nation communities in Saskatchewan.
- d) Verifiable record of "on time, on budget" delivery and execution of similar projects.
- e) The FNDP must be completed by, or under the direct supervision of, a Registered Professional Planner (RPP) with full membership in good standing with Saskatchewan Professional Planners Institute (SPPI) and P. Eng membership in good standing with Association of Professional Engineers and Geoscientists of Saskatchewan (APEGS).

Proponents not meeting the above requirements may be disqualified from further consideration.

10.2. Proponent Experience & Capabilities

Proponent is asked to provide the following information:

- a) Overview of company qualifications related to the RFP.
- b) Three (3) project examples with similar scope to the RFP, including:
 - i. An overview of the project scope, timelines, and deliverables.
 - ii. Client details such as name, contract information, and client sector.

- iii. Description of your company's roles and responsibilities in the execution of the project.
- c) Description of the roles and responsibilities of your Proposed Resources.
 - i. Include name, role title, and project role description. Indicate the primary contact for this project, and the person responsible for Project Management.
 - ii. Provide each team member's resume
- d) Details on the key value your organization provided through the execution of the project and any lessons learned that would be applied to the scope of this RFP.
- e) Optional to include project sheets of relevant work experience.

10.3. Proponent Profile

Proponents are asked to provide the following information:

- a) Overview of your company
- b) Details of any partnerships or sub-contracting arrangements specifically relating to the provision of services detailed in this RFP.
 - i. Provide a list of any consultants that are to be teamed or partnered with for this project. Include their company profile and staff resumes.
- c) Location of head office and any sub-offices.

10.4. Proposed Approach

Proponents are asked to provide the following information:

- a) Provide a description of the methodology and tasks to be performed regarding Scope requirements detailed in "Schedule A – Scope of Work" of this RFP.
- b) Detail on any additional value-add activities and/or proposed deliverables to add value to the FNCIAS FNDP.
- c) Detailed work plan with timelines, responsibilities, and deliverables.
- d) 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.

10.5. Proposed Resources

Proponents are asked to provide the following information:

- a) Description of resources required for execution of Scope detailed in "Schedule A – Scope of Work" of this RFP.
- b) Overview of specific roles of each resource on the project.
- c) Description of specific experience, expertise, and credentials each resource brings to the project team.
- d) Estimate of % of total project execution being delivered by each resource.
- e) Details on resource availability.
- f) Overview of your organization's approach to manage resource risks on the project.

10.6. Project and Risk Management Plan

Proponents are asked to provide the following information:

- a) Description of your project management approach to manage scope, schedule, cost, and quality in successful delivery of requirements.
- b) Overview of your risk management plan including perspective of specific risks you see in the successful execution of the Scope of Services detailed in “Schedule A – Scope of Work” of this RFP.

11. Proposal Submission

11.1. FNCIAS RFP Contact

The FNCIAS contact for this RFP is:

Name: Jerry Christiansen

Title: Procurement Coordinator

Email Address: procurement@fncias.ca

All communications related to this RFP must be address to the FNCIAS RFP Contact.

11.2. Receipt Confirmation

Interested Proponents should complete and submit to the FNCIAS RFP Contact the “Appendix 1 Receipt Confirmation Form” by the time and date shown below. This form will register Proponents to receive future communications regarding the RFP and answers to specific inquiries.

11.3. Questions and Clarifications

All questions and communications regarding this RFP are to be directed to the FNCIAS RFP Contact by the time and date shown below. All Proponents will have equal access to information during the procurement process.

11.4. Proposal Submission Dates

All proposal submissions are to be submitted electronically via email to the FNCIAS RFP Contact by the time and date shown below. Late proposal submissions may not be accepted.

Event	Time and Date
Appendix 1 Receipt Confirmation Form Submission Deadline	September 19, 2024 5pm CST
Questions and Clarifications Deadline	September 23, 2024 5pm CST
Last Addendum Issue Date (if required)	September 27, 2024 5pm CST
Proposal Submission Date	October 11, 2024 5pm CST
Anticipated Contract Award Date	Before September 30, 2025

11.5. Incurred Proposal Costs

The RFP does not commit 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, including all costs of providing information requested by attending meetings or site visits, conducting any due diligence, and if applicable, any negotiation and finalizing of an agreement with FNCIAS. FNCIAS will not provide any compensation to Proponents for participating in this RFP.

11.6. Proposal Modifications

Amendments to a submitted proposal will be accepted if received in writing by e-mail to the FNCIAS contact. All amendments must be endorsed by the party or parties who signed the original proposal. The onus is on the Proponent to ensure timely receipt of proposal modifications.

11.7. 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.

11.8. 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.

12. Evaluation Criteria

The following is an overview of the categories and weightings FNCIAS will use in rating proposal submissions to achieve best value.

Criteria	Weighting
Proponent Experience & Capabilities	25%
Proposed Approach	25%
Proposed Schedule	15%
Proposed Indigenous Participation	20%
Pricing	15%
Total	100%

13. Contract Award

13.1. Contract Award

The successful proponent(s) will be contacted by written communication via email by FNCIAS. Unsuccessful proponent(s) will be notified by written communication via email once the project has been awarded and will be provided the opportunity to request a debrief with FNCIAS to discuss how to improve proposals for potential future work. Each FNDP will be awarded individually. FNCIAS will award to multiple Proponents. It is possible for a Proponent to be awarded multiple FNDPs, dependent on the number of qualified submissions.

13.2. Concurrent Negotiations

FNCIAS may enter concurrent negotiations with one or more proponents. During these negotiations, FNCIAS may provide each of these proponents with additional information required to come to an agreement and will seek further information as required by each proponent and may request proposal improvements or such other information that 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 their 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.

14. Reservation of Rights

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

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

- a) amend the 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 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.

15. General Conditions and Other Information

15.1. Business Licence & Permitting Requirements

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

15.2. Confidentiality

All Proposals submitted to FNCIAS become the property of FNCIAS and will be received and held in confidence by FNCIAS in accordance with, and subject to, applicable laws.

All information provided by or obtained from FNCIAS in any form in connection with this RFP either before or after the issuance of this RFP:

- a) is the sole property of FNCIAS and must be treated as confidential;
- b) is not to be used for any purpose other than replying to this RFP;
- c) is not to be disclosed without prior written authorization from FNCIAS (other than to Proponent team members and professional Advisors involved in the preparation of the Proposal, provided that the Proponent obtains similar confidentiality commitments from such Proponent team members and Advisors); and

- d) must be returned by the Proponent to FNCIAS immediately upon the request of FNCIAS.

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

15.3. 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.

15.4. 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.

15.5. 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 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:

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

15.6. 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.

15.7. Legal Due Diligence

The Proponent must include with its Proposal a list of any disputes with an aggregate value of \$1,000,000 or more during the last ten (10) years, on or in respect of other projects involving the Proponent or a related company. The Proponent must 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. "Appendix B – Legal Due Diligence" form 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 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, reject the Proposal of the preferred Proponent.

If the preferred proponent has been assessed as a 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.

15.8. Indemnity

The proponent: (a) releases 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 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.

15.9. Time Disputes

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

15.10. 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.

15.11. 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.

16. Preferred Proponent and Closing

16.1. 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 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 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.

16.2. Return of Service Agreement

Within ten (10) 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 must 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.

16.3. 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.

16.4. Obtaining Approval

The Proponent(s) acknowledge and agrees that prior to, or in conjunction with, the selection of the preferred Proponent(s), 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 (ELT), its Board of Directors, and/or Indigenous Services Canada (ISC), which approval may or may not be provided.

17. Conflict of Interest and Prohibited Conduct

17.1. 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.

17.2. 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.

17.3. Prohibited Proponent Communications

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

17.4. Proponent Not to Communicate with Media

Proponents must 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 FNCIAS.

17.5. No Public Comment

Proponents and any of their advisors, employees, or representatives must 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.

17.6. 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.

17.7. 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.

18. Procurement Process Non-Binding

18.1. No Contract A and No Claims

This is not a call for tenders or a request for binding offers and no contractual or other legal obligations shall arise between FNCIAS and any Proponent as a result of the issuance of this RFP or the submission of any Proposal in response to this RFP, until and less FNCIAS and a Proponent enter into a written Service Agreement for the services sought by FNCIAS under this RFP. For clarity and without limiting the foregoing, this RFP does not commit FNCIAS in any way to treat Proponents in any particular manner, to select a Proponent, to proceed to negotiations with any Proponent or to enter into any contract and FNCIAS may reject any or all Proposals, re-issue a new RFP or end this RFP process at any time, at its sole discretion.

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.

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

18.3. 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.

18.4. 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;
 - 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.
- i) cancel the RFP process without liability, at any time for any reason or no reason at all.
- j) consult with its Board of Directors, the Executive Leadership Team (ELT), or the Government of Canada with respect to this RFP and/or any Proposal.
- k) verify with any Proponent, or with a third party, any information set out in a Proponent's Proposal or such information relevant thereto.
- l) 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.
- m) 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.

SCHEDULE A – SCOPE OF SERVICES

1. FNCIAS Project Role

The Client for this project is FNCIAS. Our Manager of Community Planning is assigned the role of FNCIAS Client Contact and FNCIAS internal PM. This role will also include assisting the project as a liaison between the consultant, FNCIAS organization and the member First Nation (FN) community.

All required project communications will be between the Proponent and the member FN community. Proponent will keep FNCIAS informed regarding all meetings, community engagement, and regarding any issues or concerns on the project. As a minimum, a monthly project update to FNCIAS is required. FNCIAS representative(s) will attend all community meetings and engagement events when possible.

FNCIAS can assist in the transfer of documents, data, and information. However, it is the consultant's responsibility to gather their required information and assess its validity.

FNCIAS can also provide document storage, meeting space at either Saskatoon office, workspace, and access to our project specific SharePoint site. FNCIAS can also provide project awareness through our website, Facebook page and monthly membership newsletter.

FNCIAS will provide the Proponent with a Letter of Approval and Authorization to be used to validate the consultants work in the community and in communications with the member FN.

The Housing Conditions Assessment and Infrastructure Assessment Plan are currently underway and are scheduled to be complete in early 2025. The draft reports and content can be made available to the FNDP consultant. The information in these reports provides an understanding of current on-reserve housing requirements and infrastructure capacities.

2. Community Information

This RFP is for First Nation Development Plans (FNDP) for Big River FN I.R. 118, Buffalo River DN I.R. 193, Little Black Bear FN I.R. 84, Little Pine FN I.R. 116, and Pasqua FN I.R. 79. The area of interest is the townsite and surrounding I.R. lands.

Additional Information per Nation:

Big River FN

First Nation	Big River First Nation IR 118
Linguistic Group	Cree
Band Member	404
Chief	Johnathon Bear
Address	PO BOX 519, DEBDEN, SK S0J 0S0
Location	Located 115 kms northwest of Prince Albert
Website	https://www.bigriverfirstnation.ca/
Treaty Territory	6
Tribal Council	Agency Chiefs Tribal Council



Buffalo River DN

First Nation	Buffalo River Dene Nation IR 193
Linguistic Group	Denesuline
Band Number	398
Chief	Norma Catarat
Address	GENERAL DELIVERY, DILLON, SK S0M 0S0
Location	245 Km north of Green Lake
Website	https://www.mlrc.net/nations/brdn/
Treaty Territory	10
Tribal Council	Meadow Lake Tribal Council

**Little Black Bear FN**

First Nation	Little Black Bear IR 84
Linguist Group	Nehiyaw – Plains Cree, “Y” dialect
Band Number	379
Chief	Angus Bellegarde
Address	PO BOX 40, GOODEVE, SK. S0A 1C0
Location	Little Black Bear is approximately 19kms east of Fort Qu’Appelle and 23kms north of Balcarres, Sk.
Website	n/a
Treaty Territory	4
Tribal Council	FQTC

**Little Pine FN**

First Nation	Little Pine First Nation IR 116
Linguist Group	Cree
Band Number	340
Chief	Donald (Donny) Ironchild
Address	PO Box 70, Paynton SK
Location	First Nation is located between 50 and 350 Km from the nearest service centre to which it has year-round road access. Geographic location between 50 and 55 degrees latitude.
Website	https://littlepine.ca/
Treaty Territory	6
Tribal Council	BTC
FNCIAS Member	Yes



Pasqua FN

First Nation	Pasqua First Nation IR 79
Linguist Group	Saulteaux and Nehiyaw (Plains Cree “Y” dialect)
Band Number	383
Chief	Matthew Peigan
Address	PO Box 79, Pasqua, Sk.
Location	Pasqua First Nation is located approximately 35 miles East of Regina, Saskatchewan, and 15 miles West of Fort Qu’Appelle, Saskatchewan.
Website	https://www.pasquafn.ca/
Treaty Territory	4
Tribal Council	FHQTC

**3. Scope of Service**

The proposal will include as a minimum a description of the following work tasks:

1. Information Gathering

Outline or list the proposed items to review as part of the information gathering stage of the project. For example: Satellite Imagery, maps, WSA report, ACRS report, IAP, HCA, NRCan, GIS data, AutoCAD cadastral, ISC linework, etc.

2. Population Projections

The Proponent will gather and appraise data from the following sources as a minimum: historical SaskHealth/Ministry of Health, Statistics Canada, ISC data, local Band office count, housing list, and population reviews within the FNCIAS HCA and IAP reports. Data that is not available or missing must be identified as such.

The FNDP will include a description of the data selected to determine a historical Average Annual Growth Rate and why it was chosen. Growth rates and expected projections are to consider in-migration, out-migration, waiting lists, birthrates, deathrates and non-member residents.

Projections will provide low, medium and high percentage growth scenarios. With the most appropriate being selected for housing development and future growth planning.

Using the selected Growth Rate, describe the implications of expected growth within applicable sections of the FNDP shown in the provided Table of Contents in Appendix 3.

3. Land Use & Facilities

Describe how each land use designation, shown in Table of Contents, currently exists within the community and the Reserve land.

Describe future land use areas and their relevance to future growth. Each land use designation section will include content regarding:

- (a) Considerations – Constraints - Opportunities
- (b) Objectives & Policies (guidelines)
- (c) Development Initiatives
- (d) Expansion Areas

As this FNDP is a Pilot Project the Proponent has flexibility to reorder or rename content sections and add content as they see fit to suit their planning and design philosophy. The

intent of the RFP for this component is that the FNDP will provide the reader with a sound understanding of existing land use, future growth planning and have guidelines on how to implement the land use in future discussions, decisions and developments.

Provide reference Drawing & Figures including a Land Use Plan within the mapping package showing relevant land use designations, labels, legend, scale, north arrow, title block and figure number.

Provide a brief description or summary of other 'non-core' reserve lands, Band-owned land/sites, urban reserve, etc. The intent is to provide a resource list of all other lands as a reference to the reader.

Provide context and description of housing on-reserve. Without getting into the HCA level of detail, the FNDP must have a breakdown of number of available lots, serviced lots, number of total houses, number of livable houses and an estimate of those needing repair and major renovations. As well a current Average Household Size must be identified as well as a proposed Average Household Size objective. The housing section is to also include discussion of appropriate housing layout styles for the community and discuss options regarding housing types, floorplan layout, construction methods, yard considerations and implications regarding lot/unit densities.

Identify existing community facilities and provide a brief description of its intent, current use, and a summary of its potential use for the future based on existing ACRS, HCA data and the community engagement events. This is not a full 'building assessment'. But rather, a brief overview of existing information so the reader has a valid understanding of what facilities exist in the community and how they can be utilized in the future.

Identify future/proposed buildings and facilities and describe their intent, purpose and potential location(s).

4. Subdivision Layout Plan

Planning Proponent must be prepared to create a subdivision layout plan for at least one Future Expansion Area. This is to a 'block and street' level of detail. The FNDP Layout Plan does not replace a Subdivision Concept Plan, Feasibility Study or Predesign Report. The intent is to show realistic potential for: layout designs, densities, areas of future growth and infrastructure extensions/expansions to aid the FN membership in visualizing their future community.

Proposed or potential infrastructure extensions/expansions will be shown to support and validate the planning design layout. Again, the intent is not to provide a predesign level of effort. But must be a realistic representation of what would occur and a rational confirmation that the site(s) can be developed based on existing knowledge and what upgrades etc. are required.

5. Infrastructure

FNCIAS has awarded an Infrastructure Assessment Plan (IAP) for these communities and the projects are underway. The IAP draft report (Final Report when available) and supporting information will be made available to the Proponent as they are completing the FNDP. At this time, FNCIAS cannot define a specific date for a Final IAP Report. HCA and IAP document transfer and information flow will be discussed in further detail at the Award Meeting. The IAP includes infrastructure data collection, inventory list in ESRI ArcGIS, asset condition assessments, O&M practices, asset capacity and utilization rates. The IAP assessment will include remaining asset life, renovations required, maintenance requirements, 10-year O&M costs, and full Life Cycle Costs.

Much of the current infrastructure will be assessed as part of the IAP. The FNDP proponent would not do a second assessment of another consultant's work, but rather, provide a

summary to the FNDP, and more specifically, an interpretation of how the findings apply in the context of this FNDP and designs for future growth and capital planning.

Each infrastructure section will include content to demonstrate:

- i. Description
- iii. Issues & Considerations

(a) Existing Infrastructure

Provide an overview and description of existing infrastructure assets. To include location, capacities, condition. To be based on existing information, site visits, ACRS reports, the IAP report and other sources deemed appropriate by the proponent. It is expected that field observations and discussions with operators will take place.

(b) Expansions & Extensions

Provide an overview of how existing capacities will be used for future/proposed development. Describe what expansions and extensions are required to meet future development, required capacities and proposed development sites described in the FNDP. Sites for future development are not intended to receive a predesign report level of detail. They must be to a sufficient level of detail to confirm how the development area or site will be serviced.

The Infrastructure Section(s) must include:

- i. Water: supply, quality, treatment, storage, distribution, to include cistern systems
- ii. Sewer: collection, gravity/pumping, treatment, lagoon or other systems, to include septic and individual systems
- iii. Roads: condition, requirements
- iv. Solid Waste: collection, disposal, recycling, reduction programs
- v. Utilities: phone, internet, power, natural gas. Provide an overview regarding access and an understanding of current issues or concerns

6. 10 Year Capital Plan:

The FNDP will include a 10 Year Capital Plan. The Capital Plan will identify the anticipated annual allocation of funds to each line item. Estimated costs are to be entered into the expected year of expenditure. Separate rows are to be used to indicate the source of funds. Items to be priced with a Class D estimate. All items that are identified in the FNDP regarding: future growth, expansion, improvement, construction, demolition, repair, facilities, upgrades, or to meet an identified housing or infrastructure gap must be entered into the Capital Plan table.

Items are to be prioritized within the top 10 entries. Projects that fall beyond a 10-year planning period must be entered within the table (so they are recorded for future FNDP reports) but without an identified cost, year or funding source.

7. Meetings & Events:

(a) As a minimum there will be 4 project meetings:

- i. Service Agreement Award Meeting – A kick-off meeting is required prior to the start of work by the successful Proponent. This meeting is intended to take place at a location of FNCIAS' choice. The purpose of the meeting will be for introductions, to discuss the proponent's work plan, any proposed revisions or clarifications to previously conveyed plans, to share any new or additional information, to finalize the work, discuss files sharing, logistics, technical details, and align on proposed reporting

schedules. Additional agenda items are at the discretion of the consultant. Mandatory attendees at the meeting include representatives from FNCIAS, proponent project lead(s) who shall be approved by FNCIAS prior to the kick-off meeting, and FNCIAS staff representatives. Additional attendees are at the discretion of FNCIAS and may include Tribal Council Representatives and/or other support organizations that FNCIAS would like to invite. Proponent and FNCIAS project team to meet at either our office or the Proponent office.

- ii. Introduction & Kick-Off Meeting – with member First Nation, in the community. Also intended to be an information gathering opportunity and site familiarization.
 - iii. Draft Report Review Meeting – with member First Nation, in the community, document to be delivered to FNCIAS minimum one week prior. This meeting is to present the Draft Report and discuss the content, key opportunities & constraints and the project progress. Additional agenda items are at the discretion of Proponent.
 - iv. Final Draft Review Meeting – with member First Nation, in the community, document to be delivered to FNCIAS minimum one week prior. This meeting is to deliver the FNDP report as complete, but still in Final Draft form. Proponent is expected to: present the report and outline key aspects, identify changes that occurred from the Draft stage and discuss the project. Additional agenda items are at the discretion of the consultant. At this stage, no significant rework or additions will be made. However, alterations or adjustments may be required. Upon completion of this meeting, the Proponent will apply any final changes and proceed with printing and Final Report creation.
 - v. Additional meetings can take place depending on the consultant's project plan. FNCIAS also expects an ongoing level of contact between the Proponent and FNCIAS. As a minimum, we require a monthly project update.
- (b) This project requires a minimum of 2 community engagement events.

It is very important that the FNDP content be guided by the community. Future growth and planning initiatives must be based on the vision, objectives, and input of the FN membership.

The Proponent is to plan and arrange all aspects of each event. FNCIAS representative(s) can assist with scheduling, coordination, and will attend the events. FNCIAS prefers to provide 1, or possibly 2, staff from our Community Engagement Team. These staff can assist the Proponent during their event or can simply attend as a service presence to our member First Nation.

Additional Community Engagement activities can take place based on the Proponent's project plan.

- i. Community Engagement Event #1:

This event will be scheduled prior to the Draft Report Review Meeting.

In addition to what is planned by the consultant, this event is intended to be an opportunity for information gathering and site visit/investigations.

- ii. Community Engagement Event #2:

This event will be scheduled after the Draft Report Review Meeting and prior to the Final Draft Review Meeting.

In addition to what is planned by the Proponent, this event is intended to be an opportunity to show the community what has been done, present content of the FNDP, and receive feedback and comments on the FNDP. It will also serve as a

second opportunity for information gathering, community input and further site visit/investigations.

8. Schedule:

Introduction and Kick-off Meeting is to occur within 1 month of the project award.

Draft Report Review Meeting (including the complete Population and Housing sections) is to occur within 5 months of project award.

Final Deliverables are to be received within 8 months of the project award.

9. Deliverables:

FNDP Report to be arranged according to the Table of Contents as described in Appendix 3. This is to provide a common framework for documents between communities and for future reports. As this is a Pilot Project, flexibility to the structure is allowed based on the consultant's recommendation/request, and if justified and appropriate at the sole discretion of FNCIAS. FNCIAS will maintain the final decision but is open to having sections reorder and/or added.

The FNDP must be completed by, or under the direct supervision of, a Registered Professional Planner with Full Membership in Saskatchewan Professional Planners Institute and a Professional Engineer with Full Membership in Association of Professional Engineers and Geoscientists of Saskatchewan. Professional staff are to apply their name and seal to the signature page of the Final FNDP.

(a) Final Report:

- i. 10 hardcopies each bound separately in a 3 ring 1" black binder having a transparent cover and spine sleeve, printed single sided in colour on ANSI A
- ii. Cover sleeve to include a copy of the title page or a separate cover page as the insert
- iii. Spine sleeve to include report label with title and logos
- iv. Logo of Member First Nation, FNCIAS and Proponent to be shown on the spine insert, title page, cover page, content pages, figures and drawings using an appropriate (non-obtrusive) size and placement.
- v. 10 Year Capital Plan to be printed in colour on ANSI A or ANSI B as z-foldout as required and appended
- vi. Drawings and Figures to be printed in colour on ANSI A or ANSI B as z-fold out as required and appended
- vii. 3 sets of Drawings and Figures to be printed in colour with appropriate print settings for legibility on ANSI D and rolled as a set and packaged in a drawing tube with end cap seals. i.e. not bound or folded
- viii. 3 Digital copies as .pdf on separate USB drives using corresponding page sizes and colours
- ix. Each report is to show the Registered Professional Planner (RPP) & Professional Engineer (P. Eng) name, project role, signature and seal on the 'signature page' at the beginning of the report.
- x. Deliverable package to include transmittal letter/form

(b) Draft Report(s)

- i. 3 hardcopies, each left loose and bound with a 'binder clip', printed double sided in black and white (or colour as needed) on ANSI A

- ii. Logo of Member First Nation, FNCIAS and RPP Proponent to be shown on title page, content pages, figures and drawings, using an appropriate (non-obtrusive) size and placement.
- iii. 10 Year Capital Plan to be printed in B&W (or colour) on ANSI A or ANSI B as z-foldout as required and appended
- iv. Drawings and Figures (mapping) to be printed in colour on ANSI A or ANSI B as z-fold out as required and appended
- v. 1 set of Drawings and Figures (mapping) to be printed in colour with appropriate print settings for legibility on ANSI D and rolled as a set
- vi. 1 Digital copy as .pdf on USB drive using corresponding page sizes
- vii. Deliverable package to include transmittal letter/form

Documents, drawings, figures and other materials prepared for the community engagement events, or other meetings, are at the discretion of the Proponent but must be sufficient and appropriate to the size, duration and attendance of the event.

Final deliverables will be distributed to the community by FNCIAS.

SCHEDULE B – PRICING

Instructions on how to submit pricing

- (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 list of project costs within task categories: Planning & Design, Engineering & Infrastructure, mapping and figures, Project Management, Community Consultation, and one overall total project cost.
- (c) Proponents have the flexibility to submit proposals based on the following options:
 - i. Proponents may complete a proposal for all five (5) or any combination of the five (5) First Nation Development Plans they choose.
 - ii. Provide a Pricing Form within a complete proposal for each First Nation Development Plan as each will be evaluated separately.
- (d) Provide a 2024/2025 Saskatchewan Staff Rate Table indicating Role & Hourly Rate and expected disbursement items & cost.
- (e) Detail any pricing or cost model assumptions made.

Pricing Table

Solution Cost Components - Time and Materials				
Name of First Nations Community				
First Nations Development Plan Costs	Quantity	Unit of Measure	Cost Per Item	Cost
Planning & Design	1	Lump Sum		\$
Engineering & Infrastructure	1	Lump Sum		\$
Mapping and Figures	1	Lump Sum		\$
Project Management (PM)	1	Lump Sum		\$
Community Consultation	1	Lump Sum		\$
Expected Disbursements and Materials	1	Lump Sum		\$
Subtotal				\$
Detail proposed cost for Travel	Quantity	Unit of Measure	Cost Per Visit	Cost
Add Travel Description (add additional lines if required)				\$
				\$
				\$
Subtotal				\$
GST (5%)				\$
PST (6%)				\$
Overall Total Project Costs (Canadian Dollars including applicable taxes)				\$

Cost Model Assumptions

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

SCHEDULE C – WORK SCHEDULE

Proponent is to provide a detailed project schedule based off “Schedule A - Scope of Services” including proposed dates for meetings, community engagement events, and deliverables.

Work schedule will be reviewed and updated as part of the Kick-off meeting.

APPENDIX 1 – RECEIPT CONFIRMATION FORM

Complete this form and e-mail to FNCIAS at procurement@fncias.ca. Failure to return this form may result in exclusion from further communication regarding this Request for Proposal.

Company Name:

Address:

Phone Number:

Contact Person:

E-mail Address:

Company Website:

We have received a copy of **Request for Proposal PL-RFP-00311First Nations Development Plan** and request FNCIAS to send further correspondence that it deems to be of importance related to this Request for Proposal.

We understand that if we do not return this form our company may not receive any further notice regarding this Request Proposal. We understand that any clarification questions must be made no later than the date outlined.

Signature:

Name:

Title:

Date:

APPENDIX 2 – LEGAL DUE DILIGENCE FORM

Dispute Disclosure

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

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

APPENDIX 3 – FNDP Table of Contents

The outline and content of the FNDP is to follow the Table of Contents provided here. This FNDP is part of a Pilot Project and flexibility is allowed for the Proponent to deviate from the provided Table of Contents if appropriate and justified. FNCIAS provides the Table of Contents as a guideline and framework. Removal of sections must be approved by FNCIAS.

Proposed Table of Contents

Title/Cover Page

Legal & Statements

Revision Log & Distribution List & Signature Page

Executive Summary

Table of Contents: List of Charts, List of Tables, Appendices (include title and list of Figures to appropriate appendix)

1. Introduction
 - a. FNDP Purpose & Use
 - b. Review of Previous Development Plans
 - c. FNCIAS Pilot Project Background
 - d. Project Team
 - e. Community Consultation Summary
 - f. Data Collection and Storage
 - g. Software
 - h. Mapping Program
2. Location: Local and Regional Context
 - a. Access Networks
 - b. Town Site
 - c. Reserve Lands
 - d. off-Reserve FN owned Lands
3. Community History
4. Culture
5. Physical Environment
 - a. General
 - b. Ecology
 - c. Topography
 - d. Surface Drainage
 - e. Agricultural Soil Classification
 - f. Wildlife
 - g. Forestry
 - h. Natural Resources

6. Existing Land use
 - a. Residential
 - b. Commercial
 - c. Industrial
 - d. Community Service
 - e. Cultural
 - f. Recreation
 - g. Agricultural
 - h. Protected
 - i. Hazard Land
7. Population
 - a. Data Sources
 - b. Historical
 - c. Age-Sex Analysis
 - d. Considerations
 - e. Average Annual Growth Rate
 - f. Projections
8. Housing
 - a. Housing Count Breakdown
 - b. HCA Summary
 - c. Average Household Size
 - d. Population projection implications
 - e. Layout options
 - f. Yard site
 - g. Construction Implications
9. Land Use Design
 - a. Meaning & Intent
 - b. Considerations
 - c. Constraints
 - d. Opportunities
 - e. Layout Design(s)
 - f. Housing Density Methods & DUGA
10. Land Use & Guidelines
 - a. Constraints
 - b. Opportunities
 - c. Future Land Use Concept
 - d. Residential

- e. Recreation
 - f. Community Service
 - g. Cultural
 - h. Protected
 - i. Commercial
 - j. Industrial
 - k. Agricultural
 - l. Hazard Land
 - m. Environmental Considerations
11. Existing Infrastructure
- a. Water
 - b. Sewer
 - c. Surface Water Drainage
 - d. Solid Waste
 - e. Roads
 - f. Internet
 - g. Mobile
12. Infrastructure Forecast & Expansions
- a. Water
 - b. Sanitary
 - c. Surface Water Drainage
 - d. Solid Waste
 - e. Roads
 - f. Internet
 - g. Mobile
13. Community Engagement: Full description of each event and results
14. Education – Training - Labour
15. 10 Year Capital Plan
16. Document Storage
17. Community Staff Resources
18. Conclusion

APPENDIX 4 – Proposed Mapping & Figures

Proposed Mapping & Figures

- Regional Context
- Local Context
- Community Core
- Satellite Image Regional
- Satellite Image Local
- Satellite Image other as required
- Topography Regional
- Topography Local
- Site Contour (if available or if needed, could be multiple as required)
- Housing Plan Regional
- Housing Plan Local
- Soil Classification
- Agricultural Capability
- Other Capability (if required)
- Water & Drainage
- Steep Slopes
- Culturally Significant Locations / Areas
- Sensitive Areas & Constraints Plan
- Land Use Plan
- Infrastructure Existing: Water
- Infrastructure Existing: Sanitary
- Infrastructure Existing: Roads
- Infrastructure Existing: Drainage
- Development Phasing Plan
- Infrastructure Proposed: Water
- Infrastructure Proposed: Sanitary
- Infrastructure Proposed: Drainage