Fort Chipewyan Community Education Authority Council

Request for Proposals

Fort Chipewyan Community Education Authority – Business Case

Issued by the Fort Chipewyan Community Education Authority Council[1]

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[1] A registered society under the *Societies Act*, RSA 2000, c S-14

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1. Introduction

The Fort Chipewyan Community Education Authority Council (the "FCCEAC") was established by the Athabasca Chipewyan First Nation ("ACFN") and the Fort Chipewyan Métis Nation ("FCMN") following the signing of a tripartite memorandum of understanding (the "MOU") with the Government of Alberta ("GoA"), ACFN, FCMN and Mikisew Cree First Nation ("MCFN") in 2022. One of the purposes of the MOU is to explore the creation of a new community-led public education authority responsible for delivering public education in Fort Chipewyan, Alberta. This work is currently supported by a working group comprised of administrative and legal experts from ACFN and FCMN (the "Working Group").

FCCEAC has secured capacity funding from the GoA to develop a business case (the "Business Case") for establishing a new Indigenous community-led provincial public-school authority in Fort Chipewyan, Alberta. The FCCEAC is now seeking non-binding proposals from a consultant (the "Business Case Consultant") to develop the Business Case with input from local Indigenous governments, the FCCEAC Board of Directors (the "FCCEAC Board"), the GoA, the existing Parkland School Division, Fort Chipewyan community members, and others as directed by the FCCEAC. The business case will address the matters set out in this RFP and the Business Case Guidelines (attached).

The Business Case will be completed at the same time as a separate, but related, financial feasibility study (the "Financial Feasibility Study"), through a separate request for proposals.

2. Proposal Contents

<u>Guidelines</u>

Attached to this RFP is a set of GoA guidelines outlining the basic components and requirements for the Business Case (the "Business Case Guidelines"). All proposals in response to this RFP should address how it will conform to the Business Case Guidelines.

<u>Major Activities</u>

The FCCEAC has identified major activities that it expects the Business Case Consultant to complete while creating the Business Case (the "Major Activities"). Some Major Activities are mandatory and marked in **bold**. The remaining Major Activities can be amended or changed based on the Business Case Consultant's skills and advice, or other circumstances. Any proposals in response to this request for proposal (RFP) should, therefore, briefly identify how the Business Case Consultant plans to approach each Major Activity, or whether a different approach is proposed by the consultant, along with proposed timelines for each:

1. **Conduct project kick-off meeting**

2. **Finalize workplan in consultation with the Working Group, FCCEAC Board, GoA, and Financial Feasibility Consultant, and others as directed by the FCCEAC Board.**
3. **Collect and conduct a review of relevant background documentation,** including but not limited to:
    a. Prior community engagement, funding documentation and agreements, school enrollment and student outcome data, Alberta School Board guidelines, policies and standards, and other information concerning the Fort Chipewyan community's education needs
    b. Please note that data related to student achievement, including graduation rates, etc., should be requested through Parkland School Authority. If additional data is required from the Ministry of Alberta Education and Childcare, a data-sharing agreement will be required. The FCCEAC has an example copy of this agreement that can be provided.
    c. Regularly coordinate with the Financial Feasibility Consultant to share relevant information and avoid duplication of data collection efforts.
    d. Work with the Financial Feasibility Consultant to develop a joint protocol for the protection of sensitive information within the first 30 days of the contract or as otherwise directed by the FCCEAC Board.
4. **Initiate information requests to ISC, Statistics Canada, Alberta Education, Northland School Division, Parkland School Division, and ACFN, FCMN and MCFN**, including but not limited to:
    a. Current, historic, and future enrollment numbers and projections
    b. Population data, including birth rates, migration, and Indigenous community members living on and off-reserve
5. **Research existing public and First Nations/Métis school authorities** (up to 4). Please note: any information collected by the Business Case Consultant will be provided to the Financial Feasibility Consultant and vis-a-versa to maximize institutional learning and avoid duplication of work (should they be different people). The two consultants should coordinate requests with any other school authority. It is expected that the Business Case Consultant will provide the Working Group with a list of potential authorities to research for approval before research begins.
    a. Will examine programs (including Indigenous culture and language, etc.) administrative structures, governance structures, funding, service delivery models, union relations, strategic planning, operational planning, lessons learned, ongoing challenges, success stories, etc.
    b. Will include interviews of key interest/stake holders
6. **Conduct qualitative and quantitative analysis of current education system performance (how it works today and how it falls short / gap analysis)**

a. Will utilize quantitative data (e.g. Alberta Education Assurance Measures, graduation rates, high school completion rates, diploma exam results, funding allocations, attendance rates, community engagement measures, etc.) and other forms of community knowledge, such as community experiences, feedback from families, parents and students, and insights from Elders, educators, community leadership, and current/past school authorities in Fort Chipewyan, etc.
b. Will include one-on-one interviews (up to 20) with parents, students, Elders, educators, community leaders, Alberta Education officials, Northland School Division and Parkland School Division officials, etc.

7. **Conduct qualitative and quantitative analysis of existing education opportunities in Fort Chipewyan (how can we leverage community resources to decolonize and make education better in Fort Chipewyan)**
    a. Will utilize quantitative data (e.g. Alberta Education Assurance Measures, graduation rates, high school completion rates, diploma exam results, funding allocations, attendance rates, community engagement measures, etc.) and other forms of community knowledge, such as community experiences, feedback from families, parents and students, and insights from Elders, educators, community leadership, and current/past school authorities in Fort Chipewyan, etc.
    b. Will include one-on-one interviews (up to 20) with parents, students, Elders, educators, community leaders, Alberta Education officials, Northland School Division and Parkland School Division officials, etc.
8. **Develop and lead community meeting style consultation with community members and leadership in Fort Chipewyan regarding priorities and long-term goals for education**
9. **Analyze and compile community feedback**
    a. Identify the educational outcomes, governance structures and cultural and language priorities the community envisions for its own education authority
10. **Conduct interviews with relevant interest/stake holders from MCFN, ACFN, FCMN, and non-Indigenous community members to test assumptions and further understand the state of education in Fort Chipewyan**
11. Develop 3 high-level school authority models / scenarios based on community needs and priorities (i.e. desired state of education) and taking into consideration Alberta's existing legislative framework and/or required amendments
    a. Each model will propose, at a high level, desired forms of governance, system administration, and programming (including cultural and language programming)
    b. Each model will take into consideration:
        i. Alberta's existing legislative framework or required amendments
        ii. Legal risk analysis and mitigation strategies

iii. Cost
iv. Market, stakeholder, and community needs
v. Community involvement
vi. Accountability to Indigenous governments
vii. Decolonization
viii. Culture and language

12. Test models / scenarios with the FCCEAC Board and Alberta Education officials and refine as necessary
13. **Create draft Business Case that addresses, but is not limited to, the requirements as set out in the Government of Alberta's Business Case Guidelines (see attached).**
14. **Develop and lead community meeting style consultation with community members and leadership in Fort Chipewyan regarding draft Business Case** (including proposed models / scenarios and key assumptions / findings)
15. **Refine draft Business Case based on feedback**
16. **Conduct a review session of the Business Case with the FCCEAC Board, MCFN, and GoA and make revisions as necessary**
17. **Finalize Business Case and submit to FCCEAC Board for distribution.**
18. **Submit a short final report on activities to FCCEAC, including, but not limited to, number of meetings, participants, key themes, etc., as well as final reconciliation of any expenditures (disbursements)**

Cost Breakdown / Budget

Please provide an itemized proposed budget / cost breakdown for the proposal. Line items should include, but not be limited to, the Major Activities identified.

Amendments to Workplan

Any significant deviation from the finalized workplan or the Major Activities identified as mandatory in this RFP must receive formal written approval from the FCCEAC.

Team

Please provide information on key team members (if any).

3. Other Guidance

Community Engagement

The Major Activities involving community engagement will be planned by the Business Case Consultant in consultation with the Working Group, FCCEAC Board, and GoA. They are expected to include community meetings, one-on-one interviews, etc. Community engagement is also

expected to encompass consultation with the Working Group and the FCCEAC Board as both are empowered to represent the community in some capacity. The community meetings are expected to involve the rental of a hall, food, and advertising (posters, online advertising, etc.).

MCFN leadership and members should be invited to participate in the community meetings and to one-on-one interviews as well.

The budget for community engagement, including communications materials, advertising, etc., is $45,000. Funds are also available for the Elders' honorarium.

Coordination with the Financial Feasibility Study

The Business Case Consultant will be expected to consult with and coordinate their work with the consultant who completes the Financial Feasibility Study (the "Financial Feasibility Consultant") where it is deemed useful by the Business Case Consultant, the Financial Feasibility Consultant, the Working Group, or the FCCEAC Board.

Other Consultants

If the FCCEAC Board feels that any RFP proposal is deficient in one or more areas, or could benefit from extra support or expertise, it may choose to hire another consultant at its own expense to support the work of the Business Case Consultant.

Target Groups / Primary Beneficiaries

The Project will primarily benefit the students of Fort Chipewyan and the community of Fort Chipewyan more broadly. The Project will also contribute towards reconciliation between Indigenous and non-Indigenous persons in Alberta. The MOU specifically provides that Alberta is committed to advancing reconciliation and believes in preserving, supporting, and revitalizing the language, culture, and identity of First Nations and Métis peoples.

Indicators for Success

The indicators for success that will be used by the FCCEAC include:

a) Significant community engagement at community consultation sessions
    a. At least 30 interviews conducted, including with community members, leadership, stakeholders, etc.
b) Business Case delivered on time in keeping with the finalized or amended workplan.
c) ACFN, FCMN, and MCFN leadership endorse the Business Case.

4. Communicating with the FCCEAC

Prospective consultants are encouraged to contact the FCCEAC through the contact identified in this RFP to ask questions or seek clarification regarding any element of this RFP. This individual is the only individual with any express or implied authority to clarify any uncertainties arising from this RFP. The FCCEAC accepts no responsibility for, and the prospective consultants agree not to rely upon, any verbal or written statements or representations from any other person concerning this RFP.

The FCCEAC will share information or otherwise communicate with requesting parties at its own discretion.

5. Confidentiality

All proposals submitted to FCCEAC may be shared with the FCCEAC Board, the Working Group, the GoA, elected officials from ACFN, FCMN, and MCFN, staff of ACFN, MCFN, and FCMN, other FCCEAC Board consultants and Fort Chipewyan Community Members.

6. Selection Process

FCCEAC will follow up with potential consultants that have submitted proposals under this RFP at its sole discretion.

7. Legal Notice

This is an informal RFP process. Nothing in this document is meant to create a legal relationship between FCCEAC and any potential proponent or other person, entity or body.

By issuing this RFP and accepting proposals for evaluation, the FCCEAC Board does not intend to create a contractual relationship (either express or implied) or any other legal duties or obligations with any prospective consultant. Without limiting the generality of the foregoing, the FCCEAC may, at any time and for any reason, and without any liability whatsoever to any prospective consultants:

1. modify or vary any aspect of this RFP at any time before or after the time for submission of proposals;
2. extend the deadline for submission of proposals at any time before or after the time for submission of proposals;
3. accept or reject any non-compliant proposal, in whole or in part;
4. waive strict compliance with the terms of this RFP and waive irregularities in any proposal;

5. discuss the terms of a proposal submitted by a prospective consultant with that consultant at any time for the purposes of clarification and/or negotiation of that proposal;
6. allow any prospective consultant submitting a proposal to modify any aspect of its proposal at any time;
7. verify or seek clarification of any and all information provided pursuant to this RFP;
8. withhold the names of the prospective consultants and content of their proposals from the other proponents;
9. negotiate any aspect of any proposal (including pricing and scope of services) and the form of contract with one or more prospective consultants at any time whether before or after the date and time for submission of proposals; and/or
10. cancel this RFP at any time for any reason and thereafter proceed in any manner the FCCEAC sees fit, in its sole discretion, including:
    a. issuing a new RFP or other request based on the same or changed criteria or other requirements;
    b. entering into sole source negotiations with any one or more of the prospective consultants or any other person; or
    c. cancelling this RFP in its entirety

Submission of a proposal does not obligate the FCCEAC to accept any proposal or proceed further with the award of any services contract.

Further:

1. The FCCEAC will not be liable for, nor reimburse, any prospective consultants, as the case may be, for costs incurred in the preparation, submission, or presentation of any proposal, for interviews or any other matters that may be requested as part of the evaluation process, or the process for the negotiation or execution of an agreement with the FCCEAC.
2. The rejection or non-acceptance of any or all proposals shall not render the FCCEAC liable for any costs or damages to any person that submits a proposal.
3. All correspondence, documentation, and information provided by the FCCEAC to the Business Case Consultant or any prospective consultants about, or arising out of this RFP, any services, or the acceptance of any proposal:
    a. is and shall remain the property of the FCCEAC;
    b. must be treated by the consultant and prospective consultants as confidential and must not be disclosed to any person; and
    c. must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent agreement.

4. By submitting a proposal, each prospective consultant grants its consent for the FCCEAC to conduct such due diligence as the FCCEAC may deem appropriate in its sole discretion.

8. Submission of Proposals

Submissions and inquiries should be directed to:

Attention: FCCEAC Board
Email: pjohnson@tlellp.ca; jason.mcevoy@fortchipmetis.ca; Maggie.farrington@acfn.com
Subject Line: RFP – Business Case Consultant

The FCCEAC Board will accept proposals after the submission deadline at its sole discretion.

Attachments:

1) Business Case Guidelines
2) Financial Feasibility Study Guidelines