



**Muskeg Lake Cree Nation #102**

**Request for Proposal**

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**Request for Proposal Respecting the Chief Electoral Officer for the Muskeg Lake Cree Nation in Accordance with *An Act Respecting the Government Elections and Related Regulations of the Muskeg Lake Cree Nation***

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**Nov 7, 2023**



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## 1. Request for Proposal Instructions

### 1.1 Response Timetable

Please review the Request for Proposal (“RFP”) document issued by the Muskeg Lake Cree Nation (“MLCN”) for the position of Chief Electoral Officer as mandated by *An Act Respecting the Government Election and Related Regulations of the Muskeg Lake Cree Nation* (the “Act”) attached to this RFP as Appendix B. All Respondents will be required to follow the required timeline below:

Dates	Activity
Nov 7, 2023	RFP distributed directly to invited participants
Nov 20, 2023	Completed responses (the “Response”) must be submitted by <u>3:30pm Central Standard Time</u> (“Closing Time”)

One (1) electronic version must be submitted to MLCN's representative, (the "Contact Person") Responses **will not** be considered unless they are:

- Complete when submitted;
- Received by the date and time specified above; and
- Received at the email address specified above.

MLCN does not accept responsibility for Responses directed to any person or location other than the individual at the email address listed above or for any Responses received after the Closing Time. **The onus remains solely on Respondents to deliver Responses to the EXACT PERSON AND LOCATION listed above.**

MLCN may disclose a question submitted by an RFP participant as well as the answer to all known participants electronically by email. The Contact Person is the only individual with any express or implied authority to clarify any uncertainties arising from this RFP. MLCN accepts no responsibility for, and the Respondent agrees not to rely upon, any verbal or written statements or representations from any other person, whether employed by MLCN, concerning this RFP.

Where a Respondent considers the RFP or a portion thereof to be unclear, he or she is solely responsible for seeking clarification from the Contact Person. MLCN disclaims any responsibility for any misunderstanding on the part of any of the Respondents concerning this RFP or any processes herein.

MLCN reserves the right to amend, in its sole discretion, this RFP at any time prior to the Closing Time through by issuing addenda. The Respondents must ensure that they have received and



reviewed all addenda (if any) prior to submitting their Response. All addenda issued by MLCN will form part of this RFP and will be provided by email.

Response documents must be completed in accordance with the requirements of this RFP and any subsequent addenda thereto issued by MLCN. Respondents may amend or withdraw their Responses at any time and for any reason prior to the Closing Time, but no amendments or changes to Responses will be accepted after the Closing Time. Any amendments must clearly indicate what part of the Response is to be amended. Amendments or withdrawals of Responses must be received at the address listed above on or before the Closing Time. MLCN will not return any withdrawn Responses.

In the event the Respondent cannot comply with any term, condition, or requirement of this RFP, such non-compliance must be clearly identified on the Respondent's letterhead and submitted with the Response. Non-compliance with the requirements set out in this RFP may result in disqualification of the Respondent's Response, in the sole discretion of MLCN.



## 2. BACKGROUND INFORMATION

MLCN signed Treaty 6 in 1876 and received reserve lands pursuant to that Treaty. MLCN's reserve lands ("Reserve") are located approximately 85 kilometers north of the City of Saskatoon, Saskatchewan. Further, MLCN acquired 35 acres of land in Saskatoon's Sutherland district in 1988. The land was acquired four years prior to the signing of the Treaty Land Entitlement Agreement. An "urban reserve" was established making it the first in Canada. Pursuant to the terms of the *Act*, MLCN holds a general election for its Chief and Councillors once every three (3) years. The term for the current Chief and Councillors expires on February 12, 2024, at which time MLCN will be holding its general election.

## 3. PURPOSE OF DOCUMENT

MLCN invites Responses from professional firms who have experience in conducting First Nation elections ("**Respondents**") to assist MLCN in carrying out its election for the positions of Chief and Council in a manner that complies with and abides by the rules and procedures set out within the *Act*. The role of the Chief Electoral Officer as set out within the *Act* is considerable and essentially encompasses all matters relating to the election. The Chief Electoral Officer has a broad discretion to implement the mechanisms and structures necessary to ensure a fair, efficient and transparent election.

One of the primary challenges raised by MLCN's election process stems from the significant geographic distances between its members. MLCN's members are situated in numerous locations across the country. MLCN is dedicated to ensuring that all its members have an equal opportunity to vote for the positions of Chief and Council.

It is important to note that the Chief Electoral Officer must operate within the confines of the *Act*. The Chief Electoral Officer has no ability or discretion to alter or amend the terms within the *Act* and must strictly adhere to the requirements set out therein. At all times, a Chief Electoral Officer will have the authority to employ the services of Deputy Electoral Officer(s) for the purposes of assisting with the execution of his or her duties. Note, however, that the Chief Electoral Officer will ultimately be responsible for ensuring that his or her duties under the *Act* have been fully discharged.

Finally, MLCN shall not be obligated in any manner to any Respondent, contractually or otherwise, unless and until a written agreement has been duly executed between MLCN and such Respondent setting out the terms upon which the Respondent will be retained by MLCN.

## 4. SCOPE OF WORK

This section is only intended to summarize the responsibilities set out within the *Act*. It has been prepared for ease of reference only and care should always be taken to refer to the actual terms of the *Act*.

Council must appoint the Chief Electoral Officer not less than sixty (60) (December 14, 2023) days prior to the date of the election by way of a band council resolution. The Chief Electoral Officer may also appoint a Deputy Electoral Officer. The Chief Electoral Officer and the Deputy Electoral



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Officer, as applicable, must: (i) consent to their appointment; and (ii) not be persons registered as members of the Nation under the *Muskeg Lake Cree Nation Membership Act, 1999*. At all times, the Chief Electoral Officer may, in his or her sole discretion, assign any or all his or her duties to the Deputy Electoral Officer. The Chief Electoral Officer, and where applicable, the Deputy Chief Electoral Officer, will be responsible for carrying out the following duties:

(a) **Notices** - At least thirty (30) days prior to the date of the election – i.e. **on or before January 13, 2024** the Chief Electoral Officer must: (i) establish and publicly post a list of all eligible voters; and (ii) post notices at the Nation’s Band Office, and such other places deemed necessary by the Chief Electoral Officer, to notify the Electors of the date of the election and the place and time where voting will take place.

(b) **Nomination Meeting** - The Chief Electoral Officer must arrange all facilities to conduct a nomination meeting and the election. The Chief Electoral Officer will be required to conduct a nomination meeting fifteen (15) days prior to the date of election - i.e. **January 28, 2024**. Not less than twenty (20) days prior to the date of the nomination meeting – i.e. January 23, 2024, the Chief Electoral Officer shall circulate a notice setting out the date and location of the nomination meeting. Conduct of the nomination meeting shall be as follows:

- The Chief Electoral Officer shall preside as Chairman of the nomination meeting;
- All nominations shall be moved and seconded by eligible electors at the nomination meeting between 10:00 am and 7:00 pm;
- A nominator may only nominate one single candidate for Chief and/or one Headman;
- All nominators may give a two-minute speech and each candidate shall be allotted ten minutes to address the members at the meeting;
- Following the speeches, the Chief Electoral Officer shall arrange for a candidate’s forum which will be open to all candidates; and
- Notice of the particulars of the nominations must be posted by the Chief Electoral Officer seventy-two (72) hours following the close of the nomination meeting.

(c) **Advance Polling and Distance Balloting** - The Chief Electoral Officer will make all arrangements for and preside over all electoral activities with respect to advance polling, which includes the determination of the methods and limits applicable to such polling, which should be conducted on the Saturday preceding the date of the election – i.e. February 10, 2024. All advance polling, if any, will be done by secret ballot, the contents of which must not be opened or counted until the closing of the polling stations on the date of the election. The Chief Electoral Officer will also preside over all electoral activities with respect to distance balloting. Under the terms provision of the *Act*, MLCN has traditionally operated under the assumption that “distance balloting” includes the provision for mail-in ballots.



- Note, however, that mechanisms to be utilized by the Chief Electoral Officer or the Deputy Electoral Officer for the purpose of facilitating off-reserve votes, such as mail-in ballots, remote polling stations, electronic ballots or both, are entirely within their own discretion. While it is open to the Chief Electoral Officer or the Deputy Electoral Officer to accept recommendations from Nation members, Council, or the Election Committee, the Chief Electoral Officer or Deputy Electoral Officer are ultimately responsible for implementing a method which can most efficiently achieve accessibility and confidentiality during the vote.
- MLCN has typically used a combination of mail-in ballots and advance polling at satellite locations in Saskatoon, Prince Albert, and Edmonton. In response to community safety during the COVID-19 Global Pandemic, a virtual ballot was used in the 2021 MLCN General Election

(e) **Election Day** - Procedures on the date of the election shall be as follows:

- The ballots, the polling station and all facilities required shall be the responsibility of the Chief Electoral Officer. The Chief Electoral Officer and/or the Deputy Electoral Officers shall attend at and supervise all the polling stations on the date of the election.
- Except for advance polling, if any, all voting shall take place on the date of the election from 10:00 a.m. to 7:00 p.m. by secret ballot at the polling station. All ballots shall be placed in a locked ballot box prior to the closure of the polling station.
- Following the closure of the polling station, the Chief Electoral Officer shall, in the presence of the Nation members present at the election site, examine and tabulate the ballots. The Chief Electoral Officer will examine and rule on the validity of all ballots cast (all ballots must be marked solely with an “X”).
- For the Office of Chief, the candidate having the most votes shall be declared the winner.
- If a tie arises, the Chief Electoral Officer must immediately conduct a recount. The results of the recount shall constitute the “*official results*” of the election. If, after the recount, a tie remains, the Chief Electoral Officer shall, within fifteen days of the date of the election – i.e. **on or before February 27, 2024** – make formal arrangements for another election involving only the tied candidates to be conducted in accordance with the election procedures set out within the *Act*.
- The Chief Electoral Officer shall prepare a list of all candidates for Headman, in the election ranked by order of the number of votes received, with the highest-ranking candidate being the one who received the most votes for Headman in the election. The vacancies for Headman under this Act shall then be filled by the highest-ranking candidates on the list and each such candidate will be declared elected as headman.



- The ballots shall be kept by the Chief Electoral Officer in a secure location for a period of sixty (60) days after the date of the election, following which they will be destroyed unless an appeal is made.
- The Chief Electoral Officer shall ensure that there is no loitering near the polling station or ballot-counting room, and is empowered to evict loiterers if necessary to maintain an orderly election.
- The Chief Electoral Officer shall complete an official record of the voting results within seventy-two (72) hours of conclusion of the election and distribute the same to the Nation's members and to the Governments of Canada and Saskatchewan (The Chief Electoral Officer's Report Form is attached to the *Act* as Schedule "B" to the *Act*).

(f) Appeals - Upon receipt of a written appeal and petition pursuant to section 8(a) of the *Act*, the Chief Electoral Officer or Deputy Electoral Officer shall forthwith deliver the petition to the Chief Executive Officer of the Nation, and copies of the written appeal to the Appeal Committee and to the Chief.





## 5. RESPONSE SUBMISSION REQUIREMENTS

### 5.1 General Overview

MLCN has established the procedures set out in this RFP to ensure that it receives Responses to this RFP through a competitive process, and that Respondents receive fair and equitable treatment in the evaluation of their Responses. Responses must, at a minimum, display the full and correct address of the Respondent; and must be limited to 12 pages or less, single sided in 11-point font. Respondents can attach an appendix to the Response to provide additional information such as resumes and/or marketing information.

### 5.2 Response Content

The Response must contain, at minimum, the following items and should be numbered accordingly:

- (a) **Executive Summary** – Provide a summary of the key features of the proposal and the Respondent's expertise and how the Respondent will manage the various Deputy Electoral Officers throughout the election.
- (b) **Respondent Proposal** – Outline your detailed proposal, timeline, scope work and a complete financial proposal and a detailed cost breakdown for all the services proposed, including assumptions, inclusions and exclusions. Please include disbursements and any other costs that may be incurred by MLCN.
- (c) **Proposed Staff Team and Resources** - Respondents should identify persons or teams who demonstrate specific knowledge of, and experience in performing similar work for elections of comparable nature, size and scope **that will be utilized for the election**. In particular, the Respondent should provide a list of key staff that the Respondent would propose to use for this work together with their professional qualification, related election experience and an indication of their duties, responsibilities and years of experience.



## 6. EVALUATION

All Responses will be evaluated through a review and analysis by MLCN, to select a Respondent that, in its sole discretion, meet its requirements under this RFP and provides the best overall value. At least 50% of the evaluation criteria will be based upon billing rates and costs. However, the Respondent selected may not necessarily be the Respondent(s) offering the lowest billing rates. MLCN reserves the right to request an interview with key team members at their place of business to verify information provided by the Respondent.

By responding to this RFP, Respondents will be deemed to have agreed that the decision of MLCN will be final and binding and in particular to confirm its agreement with the provisions of this RFP, including Appendices A and B.

MLCN will evaluate the Respondents on the information provided.

The award of the assignments shall be based on criteria including, but not limited to;

- the ability of the Respondent to meet the specific requirements of the assignment;
- the professional compatibility of the Respondent to the assignment;
- the skill set, qualifications, references and experience of the Respondent;
- the experience of working effectively with First Nations;
- the proposal details, proposed resources, team and timelines;
- cost competitiveness and value proposition of the Respondent's proposal;
- adherence to the RFP process set out by MLCN.

The above criteria will be decided within the sole discretion of MLCN.

Responses will be solely evaluated upon the evaluation criteria disclosed in this RFP, and no linkage of offers to donations, sponsorships or similar arrangements will be considered.



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**APPENDIX A  
RFP PROCESS TERMS AND CONDITIONS**

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## 1. Governing Law

The laws of the Province of Saskatchewan and the laws of Canada applicable therein shall apply to this RFP and any potential contract that may be formed with the Consultant as a result of this RFP. The Courts of the Province of Saskatchewan shall have exclusive jurisdiction over any matters arising under this RFP and any potential contract that may be formed with the Consultant as a result of this RFP.

## 2. Incurred Costs

MLCN will not be liable for, nor reimburse, any potential Respondent or Respondent, as the case may be, for costs incurred in the preparation, submission or presentation of any Response, for interviews or any other activity that may be requested as part of the evaluation process or the process for the negotiation or execution of an Agreement with MLCN, as the case may be.

The rejection or non-acceptance of any or all Responses shall not render MLCN liable for any costs or damages to any firm that submits a Response.

## 3. No Collusion or Conflict of Interest

No Respondent may discuss or communicate about, directly or indirectly, the preparation or content of its Response with any other Respondent or the agent or representative of any other Respondent or prospective Respondent, except in the circumstances where, and only to the extent necessary, a Respondent is submitting its Response as a partnership, joint venture, consortium, syndicate, other business combination. If MLCN discovers there has been a breach of this provision at any time, MLCN reserves the right to disqualify the Response or terminate any ensuing agreement.

Responses must be signed by an authorized representative or agent of the Respondent and Responses must contain the following statement:

**“By making this Response, the Respondent represents and warrants that the Response is in all material respects fair and true and is made and submitted without collusion, Conflict of Interest (defined in the RFP) or fraud. No MLCN officer, director, agent, representative or employee shall benefit in any way, directly or indirectly, from the making of this Response or from any contract that may be awarded by MLCN to the Respondent making this Response.”**

If, in the sole and unfettered discretion of MLCN, the Respondent is found to be in an actual or potential Conflict of Interest (defined below), then MLCN may disqualify such Respondent's Response or terminate any potential contract that MLCN and the Respondent may later enter into.



**“Conflict of Interest”** means any situation or circumstance in which:

in relation to the RFP process, the Respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its Response that is confidential to MLCN and is not available to other Respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or in relation to the performance of contractual obligations in any potential contract with MLCN, the Respondent’s other commitments, relationships or financial interests: (1) could or could be seen to exercise and improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (2) could or could be seen to compromise, impair or be incompatible with the effective performance of any such contractual obligations.

#### **4. Language**

Responses must be entirely in English.

#### **5. Ownership and Confidentiality of MLCN-Provided Data**

All information provided in this RFP is provided “as is” without warranty of any kind. MLCN makes no express or implied representation or warranty concerning the nature or the quality of such information, or its completeness, accuracy, currency, reliability, or authenticity.

All correspondence, documentation and information provided by MLCN staff to any Respondent or prospective Respondent about, or arising out of this RFP, any services or the acceptance of any Response:

- (a) is and shall remain the property of MLCN;
- (b) must be treated by Respondents and prospective Respondents as confidential;
- (c) must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent agreement.

#### **6. Ownership and Disclosure of Response Documentation**

The documentation comprising any Response submitted in response to this RFP, along with all correspondence, documentation and information provided to MLCN by any Respondent in connection with, or arising out of this RFP, once received by MLCN shall become the property of MLCN. Responses will not be returned. Should the Respondent be chosen to enter into an agreement with MLCN for the purchase of goods and/or services, the Respondent’s Response may be appended to and form part of such agreement with the successful Respondent and/or any purchase order that MLCN may issue to such Respondent.

The *Freedom of Information and Protection of Privacy Act*, SS 1990-91, c F-22.01, as amended, (“FOI”) may apply to information provided to MLCN by each Respondent to this RFP. The Respondent should identify any information in its Response or any accompanying documentation that is supplied in confidence and that would meet the test for third party information to be protected



from disclosure pursuant to access requests, as described in the FOI (the “**Protected Information**”). If no information in the Response is identified as Protected Information, MLCN will assume that the Response does not contain Protected Information. The confidentiality of Protected Information will be reasonably maintained by MLCN, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their Responses will, as necessary, be disclosed on a confidential basis, to MLCN’s advisers retained for the purpose of evaluating or participating in the evaluation of their Responses.

It is the responsibility of the Respondent to ensure that all personal information provided to MLCN on Respondent’s personnel and their experience is supplied with the informed consent of such individuals. By submitting any personal information, Respondent represents and warrants that it has obtained the informed consent of the individuals who are the subject of such information to its collection, use and disclosure for the purposes of the Response and that such individuals are agreeing to the use of such information as part of the evaluation process, for any audit of the procurement process and for contract management and performance purposes.

By submitting a Response, each Respondent grants its consent for MLCN to check all references submitted and to conduct background financial, credit and other due diligence investigations on the Respondent as MLCN may deem advisable.

MLCN may make public the names of any or all Respondents. Respondents may not directly or indirectly communicate with the media regarding this RFP or any potential contract that may be awarded to any CONSULTANT without MLCN’s prior written consent.

## **7. Intellectual Property Rights**

By submitting a Response, each Respondent represents and warrants that to the best of its knowledge the information contained in its Response does not infringe any patent, trade secret, copyright, trade-mark, or other intellectual property right of any third party and agrees to indemnify MLCN, its directors, officers, shareholders, staff and its consultants against any and all liabilities, damages, costs, expenses, penalties, fines, losses and deficiencies (including all amounts paid in settlement, all interest and penalties, and all reasonable legal and other professional fees and disbursements, including those incurred in defending any claim) that may be incurred by MLCN or any of them as a result of any claim, action, application, suit, or proceeding brought by any third person or entity in respect of the infringement or alleged infringement of any patent, trade secret, copyright, trademark, or other intellectual property right of such person or entity by the Respondent’s Response or any information contained therein.

## **8. Reservation of Rights**

MLCN reserves the following rights, to be exercised in its sole, absolute and unfettered discretion, without any liability whatsoever to any potential Respondents:

- to delay or extend the Closing Time, even if the Closing Time has passed, and to alter the RFP schedule, process, procedures or objectives;
- to delete, revise, modify or amend any part of this RFP;
- to cancel, terminate or suspend this RFP at any time and for any reason;



- to reissue this RFP at any time and for any reason;
- to seek clarification of the contents of any Response, or to require a Respondent to submit further documentation or new or additional information regarding its Response;
- to verify any information contained in the Response, including references, with third parties and receive additional information regarding the Respondent, its directors, officers, shareholders or owners, and any other party associated with the Respondent's Response, as MLCN may require;
- to consider and apply any other evaluative criteria as MLCN may see fit;
- to meet with some or all the Respondents to discuss aspects of their respective Responses, however MLCN is not obliged to seek clarification of any aspect of a Response;
- to waive strict compliance with the terms of the RFP documentation and process and to waive irregularities in any Response;
- to not accept or to disqualify any Response, including, without limitation if the Response is late or contains false, inaccurate or misleading information;
- to accept or to qualify all Responses
- to accept or to qualify any non-compliant Response;
- to withhold the names of Respondents and the content of their Responses from the other Respondents;
- to enter negotiations with one or more Respondents for the provision of the required services.

## **9. Limitation of Liability**

MLCN's total liability to any Respondent participating in this RFP and the aggregate amount of damages recoverable against MLCN for any matter relating to or arising from any act or omission of MLCN, this RFP, or the RFP process whether based on an action or claim in contract, warranty, equity, tort or otherwise, including any action or claim arising from the acts or omissions of MLCN, shall in no event exceed \$1,000 in Canadian funds. By making a Response, the Respondent hereby irrevocably waives any rights that it may have to injunctive or administrative relief in respect of any act or omission of MLCN, this RFP, or the RFP process.