**Muskeg Lake Cree Nation**

**Request for Proposal**

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**Request for Proposal Respecting the Ratification Officer for the Muskeg Lake Cree Nation's Election Code and Citizenship Code**

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**May 15, 2026**

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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 **Ratification Officer**.

All Respondents will be required to follow the required timeline below:

| Dates | Activity |
|---|---|
| **May 15, 2026** | **RFP posted** |
| **May 22, 2026** | **Completed responses (the "Response") must be submitted by 4:30 PM Central Standard Time ("Closing Time")** |

One (1) electronic version must be submitted to MLCN's representative.

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 below.

MLCN will not accept Responses directed to any person or location other than the individual at the email address listed below or any Responses received after the Closing Time. **The onus remains solely on persons submitting Responses ("Respondents") to deliver Responses to nkenny@muskeglake.com.**

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

Where a Respondent considers the RFP or a portion thereof to be unclear, they are solely responsible for seeking clarification. 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 by issuing addenda. The Respondents must ensure that they have received

and reviewed all addenda (if any) prior to submitting their Response. All addendum 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 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 email 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

### (a) ***Muskeg Lake Cree Nation's Election Code:***

The Muskeg Lake Cree Nation has and continues to exercise an inherent right to self-determination and of self-government to govern itself in accordance with the traditions and customs that have been granted by the Creator, as recognized and affirmed internationally pursuant to the *United Nations Declaration on the Rights of Indigenous Peoples* and domestically under section 35 of the *Constitution Act, 1982*.

Muskeg Lake's Citizens adopted *An Act Respecting the Government Elections and Related Regulations of the Muskeg Lake Cree Nation* (the "*1999 Election Act*") for the purpose of setting out the customs, traditions and rules of Muskeg Lake regarding the election of Muskeg Lake's leaders. Muskeg Lake, with the consent, approval and participation of its Citizens, deems it to be in its best interest to repeal and replace the *1999 Election Act* with *A Code Respecting the Muskeg Lake Cree Nation's Inherent Right to Self-Determination Over the Election of Its Council* (the "Election Code").

### (b) ***Muskeg Lake Cree Nation's Citizenship Code:***

The Muskeg Lake Cree Nation has and continues to exercise an inherent right to self-determination and of self-government to govern its kinship and lands that is recognized and affirmed by the *United Nations Declaration on the Rights of Indigenous Peoples* and Section 35 of the *Constitution Act, 1982*, and is expressed in Treaty 6.

Customary and traditional systems of kinship and belonging form part of the Muskeg Lake Cree Nation's core jurisdiction, have been maintained throughout MLCN's history, and are integral to their distinctive culture.

The Muskeg Lake Cree Nation enacts the *pitīhkwākēwīyiniwak Code* ("**Citizenship Code**") to determine their systems of kinship and belonging in accordance with historical practice and in accordance with their inherent rights.

### (c) ***About the Ratification Vote***

The vote will be carried out through in-person polling stations at the Muskeg Lake Cree Nation and through an online voting portal.

## 3. PURPOSE OF DOCUMENT

MLCN invites Responses from professional firms who have experience in conducting First Nation votes to assist MLCN in carrying out the ratification vote for the Election Code and the Citizenship Code.

The role of the Ratification Officer is considerable and essentially encompasses all matters relating to the vote. The Ratification Officer has a broad discretion to implement the mechanisms and structures necessary to ensure a fair, efficient and transparent vote. MLCN is dedicated to ensuring that all its members have an equal opportunity to vote.

At all times, a Ratification Officer will have the authority to employ the services of Deputy Officer(s) for the purposes of assisting with the execution of their duties. Note, however, that the Ratification Officer will ultimately be responsible for ensuring that their duties have been fully discharged.

Finally, MLCN shall not be obligated in any manner to any Respondent 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 Ratification Officer's responsibilities.

MLCN will appoint the Ratification Officer by way of an approved BCR. The Ratification Officer may also appoint a Deputy Officer(s).

At all times, the Ratification Officer may, in their sole discretion, assign any or all their duties to the Deputy Officer (subject to certain exceptions).

The Ratification Officer, and where applicable, the Deputy Officer, will be responsible for carrying out the following duties:

*(a)* ***Notices:***

At least twenty-one (21) days prior to the date of the ratification vote, the Ratification Officer must: (i) establish and publicly post a list of all eligible voters; and (ii) post notices at MLCN's Band Office, and such other places deemed necessary by the Ratification Officer, to notify the MLCN membership of the date of the vote and the place and time where voting will take place.

*(b)* ***Electronic Balloting:***

The Ratification Officer will make all arrangements for and preside over all electoral activites with respect to electronic voting.

*(c)* ***Vote Day:***

Procedures on the date of the vote shall be as follows:

- The ballots, the voting station and all facilities required shall be the responsibility of the Ratification Officer. The Ratification Officer and/or the Deputy Officer(s) shall attend at and supervise all the polling stations on the date of the vote.

- All voting shall take place on the date of the vote at a duly convened Assembly by secret ballot at the polling station.

- Following the closure of the polling station, the Ratification Officer shall, in the presence of the Nation members present at the vote site, examine and tabulate the ballots. The Ratification Officer will examine and rule on the validity of all ballots cast.

- The vote ballots shall be kept by the Ratification Officer in a secure location for a period of sixty (60) days after the date of the vote, following which they will be destroyed unless an appeal is made.

- When the result of the ratification vote has been determined, the Ratification Officer shall execute the certification of the voting results.

## 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. 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 in the following order:

(a) **Executive Summary** – Provide a summary of the key features of the proposal and the Respondent's expertise.

(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 votes of comparable nature, size and scope **that will be utilized for the vote.** 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 vote experience and an indication of their duties, responsibilities and years of experience.

## 6. EVALUATION

**MLCN will evaluate the Respondents on the information provided.**

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 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 to confirm its agreement with the provisions of this RFP, including Appendix A.

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 vote;
- the professional compatibility of the Respondent to the vote requirements;
- 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; and
- 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.

# 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. The Courts of the Province of Saskatchewan shall have exclusive jurisdiction over any matters arising under this RFP.

## 2. Incurred Costs

MLCN will not be liable for, nor reimburse, any potential Respondent, as the case may be, for costs incurred in the preparation, submission or presentation of any Response, 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 MLCN.

The rejection or non-acceptance of any or all Responses shall not render MLCN liable for any costs or damages to any person 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 official, officer, director, agent, representative or employee shall benefit in any way, directly or indirectly, from the making of 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 ensuing agreement.

"**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.

## 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; and

(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 services, the Respondent's Response may be appended to and form part of such agreement with the successful Respondent.

It is the responsibility of the Respondent to ensure that all personal information provided to MLCN on the Respondent's personnel and their experience is supplied with the informed consent of such individuals. By submitting any personal information, the 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 have agreed to the use of such information as part of the evaluation process and for any audit of the procurement process.

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, including the Respondent's personnel, 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 contract that may be awarded to any Respondent 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, trademark, or other intellectual property right of any third party and agrees to indemnify MLCN, its chief and councillors, its directors, officers, shareholders, staff and its consultants against any and all and 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, 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

Notwithstanding any other section of this RFP, MLCN reserves the following rights, to be exercised in its sole, absolute and unfettered discretion, without any liability whatsoever to any potential Respondents, at any time and for any reason:

- 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; and
- 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 omission of MLCN, this RFP, or the RFP process whether based on warranty, equity, tort or otherwise, 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.