

# Mohawk Council of Akwesasne



## Request for Proposal

RFP 26-003

Legal Services

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## KEY DATES

<b>RFP Issue Date</b>	April 10th, 2026
<b>Meeting to Discuss</b>	April 24th, 2026 - 1:30PM to 4:00PM EDT Email <a href="mailto:montana.adams@akwesasne.ca">montana.adams@akwesasne.ca</a> register
<b>Deadline for Questions</b>	May 11th , 2026, 1:30 EDT
<b>Submission Deadline</b>	May 22th, 2026, 1:30 EDT (6 weeks from date of issuance)
<b>Interviews/Presentations</b>	Month of June 2026
<b>Date of Approval</b>	June, 2026
<b>Commencement</b>	June, 2026

## SUMMARY OF KEY INFORMATION

<b>RFP Reference</b>	RFP No 26-003 Legal Services
<b>Overview of the Opportunity</b>	The purpose of this RFP is to invite Proposals from qualified firms for the provision of Legal Services.
<b>Instruction for Proposal Submission</b>	Proposal submissions are to be returned to Microsoft Word and any other supporting documents to be consolidated into one PDF file and emailed to <a href="mailto:montana.adams@akwesasne.ca">montana.adams@akwesasne.ca</a>  1) In the “Subject Field” enter: RFP Number and Name 2) Add files in .pdf format and send
<b>Obtaining RFP Documents</b>	RFP Documents are available for download from the Mohawk Council of Akwesasne website: <a href="http://www.akwesasne.ca">http://www.akwesasne.ca</a> - Printing of RFP documents is the sole responsibility of the Proponents.
<b>Questions</b>	Send questions to: <a href="mailto:montana.adams@akwesasne.ca">montana.adams@akwesasne.ca</a> referencing the RFP name and number.
<b>Withdrawal of Submission</b>	Proposals may be withdrawn by written notice only, made by an authorized representative of the Proponent sent to email: <a href="mailto:montana.adams@akwesasne.ca">montana.adams@akwesasne.ca</a> prior to the Closing Date and Time.
<b>Terms and Conditions of Contract</b>	To be negotiated

## DEFINITIONS

**Agreement** **Contract** means the contract for services or Mohawk Council of Akwesasne Purchase Order that will be issued to formalize with the successful Proponent through the negotiation process with the Mohawk Council of Akwesasne incorporating the information contained in this RFP, the accepted Proposal, addenda and any subsequent clarifications, correspondence, the totality of which will constitute the Contract.

**Community** **Owner** means First Nation community of Akwesasne.

**Contractor** means the person(s) firm(s) or corporation(s) appointed by the Mohawk Council of Akwesasne to carry out all duties, obligations, work and services described in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both **Contractor** and **Proponent** are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and performance of the services and Works.

**Price** means the amount that will be paid by the Mohawk Council of Akwesasne to the Contractor for delivery and acceptance of goods and Services.

**Project Manager** means the city staff member appointed to coordinate the Work.

**Proponent** means responder to this Request for Proposals.

**Proposal** means the submission by the Proponent.

**Request for Proposals** **RFP** shall mean and include the complete set of documents, specifications and addenda incorporated herein and included in this Request for Proposals.

**Services** **Work** **Works** means and includes the provision by the successful Proponent of all services, duties, and expectations as further described in this RFP. This will also mean the whole of the Work, tools, materials, labour, equipment, travel, and all that is required to be done, furnished and performed by the Contractor.

**Shall** **Must** **Will** **Mandatory** means a requirement that must be met.

**Supply** **Provide** shall mean supply and pay for and provide and pay for.

## INTRODUCTION

The Proposal solicitation is divided into five (5) parts plus Annexes as follows:

- Part 1 General Information:** provides a general description of the requirements
- Part 2 Scope of Services** and Statement of Work
- Part 3 Proponent Instructions:** provides the instructions, clauses, and conditions applicable to the Proposal solicitation.
- Part 4 Evaluation Procedures and Basis of Selection:** indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the Proposal, if applicable, and the basis of selections.
- Part 5 Technical Evaluation Criteria**
- Part 6 Financial Proposal**

The Annexes include Certifications.

## PART 1 - GENERAL INFORMATION

### ***Mohawk Council of Akwesasne***

Mohawk Council of Akwesasne (MCA) is a Community Government elected by the residents of the Mohawk Community of Akwesasne. MCA provides exerted jurisdiction over several areas that may typically be offered by either the federal, provincial, or municipal governments for its approximate 12,000 on-reserve residents and the more than 1,800 of Akwesasne Mohawks living off the reserve (due to housing, economic, and land constraints).

### ***Purpose***

The Mohawk Council of Akwesasne (MCA) is requesting proposals from legal firms for the provision of expert legal advice and support for the MCA elected council. Proponents should devise a timely communications and delivery system, which responds to the political nature of the MCA often requiring a timely response to important matters. The RFP is intended to provide a framework for the MCA to evaluate each proposal and determine which submission most closely addresses the MCA's needs. Proponents are encouraged to provide any additional information or innovative approaches not specifically outlined in the context of this proposal. The MCA is willing to retain multiple law firms to fulfill the indicated practice areas and encourages law firms who specialize in one or all of these areas to apply for the position(s) outlined in this RFP. As well, proposals that consider the MCA's priorities, cultural practices and direction.

### ***Proposal Submissions***

Proponents should complete and submit the information requested in this RFP document on the in a format that has been approved and is acceptable to the MCA.

## ***Instructions to Proponents.***

By submission of a Proposal in response to this RFP, the Proponent agrees and accepts the rules by which the bid process will be conducted.

## ***Preparation of Proposals***

Each Proponent shall specify the price at which the Proponent is offering to supply the items/service indicated.

Prices listed for the products shown should be net of tax and should not include Goods and Services Tax (GST) or the Provincial Sales Tax (PST).

All products and services must meet all current Provincial, Federal, Municipal, OH&S, and other legal standards and if any defects are found, all costs involved in correcting the problem will be borne by the quoting firm.

## ***Retainers and Agreements***

Any retainers and/or agreements entered subject to this RFP shall be non-exclusive. The MCA may award all or part of its legal work to one or more successful Proponents based on specific expertise or other considerations as deemed appropriate by the MCA.

There is no guarantee on the volume of work awarded, despite the award of this RFP and the execution of the agreement. Requests for legal services will be requested by the MCA on a case-by-case basis. Rates submitted in the proposal shall be guaranteed for the duration of the agreement period.

If the MCA has requested legal services from the successful Proponent and the services are not completely rendered at the expiry of the term of the agreement, the services may continue to be provided by the said Proponent and in such instances, the agreement shall extend to the completion of such services with the same terms and conditions.

## ***Payment and Invoicing Requirements***

The successful Proponent may issue monthly payment requests to the MCA, subject to the payment request being supported with an invoice and detailed breakdown of the work completed and/or in progress, as determined by the MCA in the MCA's sole discretion.

- The MCA will make payment in accordance with the MCA's Accounts Payable process, and in any event within 30 days of receipt by the MCA of satisfactory payment requests.
- The MCA reserves the right to ask for clarification of any of the invoices submitted and unless the MCA staff applicable determines that the amount rendered is appropriate and reflective of the work conducted, no payment will be made.

## ***Fees & Prices***

Prices shall be all-inclusive and stated in (Canadian Funds). Prices shall remain FIRM for the term of the Contract.

Prices shall include the provision of all tools, materials, equipment, labour, transportation, fuel, supervision, management, overhead, materials, traffic control, services, all necessary packing and crating (where applicable), Canadian Customs import and export duties, freight, handling, insurance, all other associated or related charges, foreign, federal, provincial and municipal taxes, bonding costs, all licenses, permits, inspections and all other requirements necessary for the commencement, performance and completion of Services as described.

Taxes are to be shown separately at time of invoicing.

The lowest price of any Proposal will not necessarily be accepted but will be analyzed to determine best overall value.

The MCA will not pay for the following fees and disbursements:

- expenses arising from ineffective file management.
- any increase in rates not in accordance with the signed agreement.
- any premium amount on disbursements – the MCA will only pay disbursements at its actual cost.
- staffing inefficiencies caused by the unavailability of firm personnel.

## ***Requested Departures***

The Proponent acknowledges that the departures requested in the Proposal Submission Form will not form part of the Contract unless and until the MCA specifically consents in writing to any of them. MCA may not consider any departures not stated in the Proponent's Proposal Submission.

And, upon selection of one or more lead Proponent(s):

- References may be contacted
- Interviews may be conducted

MCA reserves the right to check references on other projects even if they are not specifically listed. Information obtained from references will be confidential and will not be disclosed to any Proponents.

These criteria will be used to determine best overall value to MCA as well as any other criteria that may become evident during the evaluation process.

MCA may, at its discretion, request clarification or additional information from a Proponent with respect to any Proposal and MCA may make such requests to only selected Proponents. MCA may consider such clarifications or additional information in evaluating a Proposal.

Proponents agree MCA may disclose names of Proponents and total award amount, however, unevaluated results, unit prices, rates or scores will not be provided to any Proponents.

MCA reserves the right to reject without further consideration any Proposal which in its opinion does not meet the criteria it considers essential for the Work outlined in this RFP.

Where only one Proposal is received, MCA may reject such and re-issue the RFP on a selected basis.

These items are not required as part of this Proposal Submission but will be required prior to entering into an agreement with MCA for Services.

### ***Term***

The term of services shall be for three (3) years and can be extended for an optional additional two (2) years at MCA's discretion.

## **PART 2 - SCOPE OF SERVICES**

### ***Background***

#### **Overview**

The Mohawk Council of Akwesasne (MCA) is the elected government representing the northern portion of the Akwesasne Territory, which spans across the borders of Ontario, Quebec, and New York State. This unique geographical positioning places Akwesasne within three legal jurisdictions—two Canadian provinces and one U.S. state—creating a complex legal and political environment for governance and service delivery.

Akwesasne is home to the Kanien'kehá:ka (Mohawk) Nation, a founding member of the Haudenosaunee (Iroquois) Confederacy. The community maintains strong cultural and legal traditions rooted in the Great Law of Peace (Kaianere'kó:wa), which predates European contact and continues to inform governance and justice practices today.

#### **Governance Structure**

The MCA consists of:

- One Grand Chief, elected by the entire community.
- Twelve District Chiefs, elected from three districts:
  - Kawehno:ke (Cornwall Island)
  - Kana:takon (St. Regis)
  - Tsi Snaihne (Snye)

Elections are held every three years. The Council oversees a wide range of departments including Justice, Economic Development, Health, Education, and Environment

## **Jurisdictional Complexity**

Akwesasne's territory is divided by international and provincial borders, which has led to unique challenges in asserting sovereignty and delivering services. The community is subject to overlapping jurisdictions involving:

- Federal laws (Canada and the U.S.)
- Provincial laws (Ontario and Quebec)
- Akwesasne laws and traditional governance systems

This complexity affects law enforcement, border crossing, taxation, and access to services. The MCA has developed its own legal system, including the Akwesasne Court, which operates under Indigenous legal principles and is recognized under Canadian law for certain matters.

## **Legal and Political Authority**

The MCA has been engaged in self-government negotiations with Canada since the late 1990s. These efforts aim to transition away from the Indian Act and establish community-based governance and jurisdiction over areas such as education, membership, justice, and land management.

The MCA asserts inherent rights and Aboriginal title over its territory and continues to negotiate with federal and provincial governments to formalize these rights through agreements-in-principle and legislative recognition.

## **Jay Treaty and Border Rights**

The Jay Treaty of 1794 recognizes the right of Indigenous peoples to freely cross the Canada-U.S. border. While the U.S. has implemented this right through legislation, Canada has not, leading to ongoing legal and political advocacy by the MCA and its partners. The MCA is actively engaged in efforts to have these rights recognized under Canadian law, including through the implementation of Article 36 of the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP)

## **Scope of Work**

The Work includes, but is not limited to:

- a) The MCA will retain qualified legal counsel on an as-needed basis for any practice area of law whether or not it is listed below. The MCA is willing to retain multiple law firms to fulfill these and other practice areas and encourages law firms who specialize in one or all of these areas to apply for the position(s) outlined in this RFP. The successful firm(s) will support the legal needs of the MCA and its Chief and Council.
- b) Proponents shall designate one lawyer to be the Designated Counsel to handle all matters and requests made by the MCA for each practice area that the Proponent is awarded. If a team of legal counsel is proposed to handle requests of the MCA in a practice area, the Designated

Counsel of the successful Proponent shall be the main contact and may delegate the work requested to the appropriate legal counsel within the team.

- c) The Proponent will be knowledgeable of Indigenous Culture or demonstrate a willingness to learn.
- d) The Proponent will be knowledgeable of legislation applicable to Indigenous operations including Acts, bylaws and regulations.
- e) The Proponent will be knowledgeable of legislated and other procedures undertaken by Non-Profit organizations, associations and corporations.
- f) The successful firm must assign legal counsel to attend meetings with various MCA Grand Chief and Council thereunder to discuss and respond to questions about routine matters, including but not limited to:
  - general legal advice and legal opinions
  - general legal advice, receiving instructions and information re legal work
  - reporting on files reviewing bylaws, policies, agreements and other documents drafted by staff

The cost of attendance by legal counsel at such meeting shall be included in the proposal response (Fees and Disbursements) and no further costs shall be charged to the MCA for advice provided at such meetings.

g) Retainer Work

- The MCA is willing to consider an annual retainer with associated fee to retain and maintain a continuous relationship with legal counsel. If your firm prefers not to enter into a retainer agreement, consider all legal work below on an as-needed basis and submit your schedule accordingly.
- If proposing an annual retainer, the following legal work shall be covered by the retainer and annual retainer fee, to be paid in monthly installments, shall be included in the proposal response (Fees and Disbursements)
  - general legal advice and legal opinions (including telephone advice and written opinions).
  - Attend meetings to provide general legal advice, receive instructions and information, report on files drafting documents and reviewing contracts general advice on legal procedure – forms of notice, public hearings, affidavits and other similar matters

The following legal work is not included in the retainer and shall be billed separately:

- Special projects such as development projects, drafting complex bylaws
- real estate transactions (purchase and sale of lands, drafting real estate documents, negotiations)

- litigations – Court and tribunal attendances (lawsuits, prosecutions, claims against the MCA and arbitration)

#### h) Practice Areas

The MCA will enter into an agreement with individual(s) or firm(s) whom the MCA can retain on a case-by-case basis in each of the following practice areas:

##### **International Law**

- Legal analysis and advisory services related to international treaties, agreements, and obligations affecting Indigenous Peoples.
- Engagement with international bodies and mechanisms (e.g., UNDRIP, UN Human Rights Council).

##### **Indigenous Law and Policy**

- Interpretation and application of Canadian Aboriginal law, including constitutional rights, treaty rights, and case law.
- Legal support related to self-determination, inherent rights, and nation-to-nation relationships.

##### **Indigenous Governance**

- Legal advice on governance structures, policies, and procedures.
- Drafting and reviewing laws, regulations, and codes enacted by MCA.
- Support for community consultations and legal capacity-building.

##### **Indigenous Economic Development**

- Legal review of economic development initiatives, partnerships, and agreements.
- Support for corporate structuring, taxation, and regulatory compliance.
- Advice on land use, leasing, and resource development.

##### **Jay Treaty Border Rights**

- Legal interpretation and advocacy related to border crossing rights under the Jay Treaty.
- Support for negotiations and legal challenges involving federal agencies and border authorities.

##### **Real Estate Law**

- Legal support for the purchase of land, including due diligence, title searches, and negotiation of purchase agreements.
- Review and drafting of legal documents related to land transactions, including deeds, transfer agreements, and financing arrangements.

- Advice on land use, zoning, and regulatory compliance across multiple jurisdictions (Ontario, Quebec).
- Coordination with real estate agents, surveyors, and other professionals involved in land acquisition.
- Support for property taxation issues and regulatory compliance across multiple jurisdictions (Ontario, Quebec, and New York).

#### **Additions to Reserve (ATR)**

- Legal guidance on the ATR process under Indigenous Services Canada's policies and frameworks.
- Preparation and review of documentation required for ATR submissions, including land title searches, environmental assessments, and municipal agreements.
- Coordination with federal and provincial governments to facilitate the transfer of lands to reserve status.
- Support for community engagement and consultation processes related to ATR initiatives.
- Advice on implications of ATRs for governance, jurisdiction, taxation, and service delivery.

Proponents may submit proposals for any or all of these practice areas, and depending on the results of the evaluation, Proponents may be chosen to be listed in more than one practice area. Each practice area may require a different number of individuals or firms, and the MCA reserves the right, at its sole discretion, to hire the optimal number of individuals or firms in each practice area.

Chosen legal counsel will be required to work with MCA staff and in some instances may assume carriage of files independently with minimal supervision from staff, depending on the nature of the work required as determined by the MCA. Services are to be provided economically, effectively, and efficiently.

#### **Expected Availability and Turn-around Time**

The MCA requires that simple or routine matters be dealt with over the telephone or via email within twenty-four (24) hours. More complicated matters should be dealt with within forty-eight (48) hours. Notice to the MCA of any file that may take longer than 48 hours must be provided to the MCA and negotiated with the MCA within 24 hours of the firm receiving the original request for service. Failure to adhere to an agreed upon turn-around time may be considered breach of contract.

Indicate in your proposal concurrence or alternative time frame proposals and how the firm would provide appropriate coverage during vacation/illness for the member handling a particular file. Indicate the availability of services on a request basis for attendance at meetings with staff and/or Board of Directors.

## **Minimum Additional Requirements**

### **General Liability Insurance**

The firm shall provide evidence of insurance to the MCA against loss for claims arising from the work under this contract where bodily injury, death, or property damage may occur; specifically, the firm shall maintain General Liability insurance having a limit not less than five million dollars (\$5,000,000) per occurrence.

### **Professional Liability Insurance**

The legal firm shall provide, maintain, and pay for an insurance policy insuring against errors, omissions, negligent acts of the lawyer or the firm, commonly known as Professional Liability Insurance, in the amount of not less than five hundred thousand dollars (\$500,000) for a single claim and one million dollars (\$1,000,000) aggregate.

### **Ontario Worker's Compensation**

Prior to commencing the work on this contract and prior to receiving final payments, the firm shall provide evidence of compliance with the requirements of The Worker's Compensation Act including payments due to the Ontario Worker's Compensation Board (WCB), and will be required to maintain a cleared status with the WCB for the duration of the contract.

### **Business License**

The successful Proponent will be required to supply a Business License in good standing to the MCA prior to commencing the work of this contract and maintain such in good standing for the term of the contract

## **Instructions**

The successful Proponent(s) will work with and receive instructions from MCA Grand Chief. The scope of work to be conducted by an external counsel shall be determined on a case-by-case basis by the external counsel and MCA Council. Unless otherwise agreed upon on a case-by-case basis, the Proponent shall obtain prior approval by the MCA with respect to the content of pleadings, motion records, affidavits, agreements, and any significant correspondence or documentation that outlines or alters the MCA's position in a matter.

The Proponent shall also seek instructions from the MCA prior to:

- a) the retainer of experts.
- b) engaging in settlement negotiations or case conferences.
- c) scheduling examinations for discovery, mediations, or settlement conferences.
- d) court and tribunal appearances.
- e) engaging in extensive legal research on any matter.

The Proponent shall inform the MCA of all relevant dates with respect to handling a file as soon as the dates are known. The Designated Counsel shall also manage the Proponent's relationship with the MCA, including addressing any issues related to responsiveness, work quality, work allocation, billing, and other matters of concern, to the satisfaction of the Grand Chief or designate.

#### **a) Locations:**

- Mohawk Council of Akwesasne -Administration 1 (Government) – Kanatakon (St. Regis, Quebec)
- Mohawk Council of Akwesasne -Cornwall Island Administration Building No. 3 , Kawehnoke (Cornwall Island, Ontario)
- Other administrative offices, as deemed necessary, Kawehnoke, Kanatakon, TsiSnaihne (Cornwall Island, Ontario, St. Regis, Quebec, and Snye, Quebec.)

#### **c) File Management**

The Proponent (through its Designated Counsel) shall take all necessary steps to streamline file management and avoid incurring unnecessary expenses, including but not limited to:

- overstaffing a matter.
- delegating tasks to overqualified personnel (e.g. administrative tasks conducted by a legal counsel).
- educating legal counsel in the practice, procedural or substantive law which should be known or readily available to a lawyer due to his/her expertise.
- redrafting work of associates or clerks or other staff.
- rotating personnel assigned to a matter.
- authorizing premature or peripheral legal and/or factual research.
- letter writing when a quick email will do.
- holding unnecessary internal meetings about a matter.

The MCA will not be responsible for any unnecessary expenses incurred because of ineffective file management.

#### **d) Meetings And Other Services**

- The Proponent will attend meetings with community officials as required, including the planning and reviewing files.

## **Part 3 – PROPONENT INSTRUCTIONS:**

### ***Standard Instructions, Clauses, and Conditions***

All instructions, clauses and conditions are set out in this RFP. Proponents who submit a proposal agree to be bound by the instruction, clauses and conditions of this RFP and accept the clauses and conditions of the resulting contract.

### ***Proposal Submissions***

The onus is on the Proponent to ensure that the proposal is delivered as instructed. Not complying with the above instructions may result in MCA's inability to ascertain the reception date and/or to consider the proposal prior to contract award. Therefore, MCA reserves the right to reject any proposal not complying with these instructions. **Proposals transmitted by email to MCA will be accepted.**

### ***Enquiries – Proposal Solicitation***

All enquiries must be submitted in writing to the Contract Administrator no later than October 17, 2025. Enquiries received after that time may not be answered.

Proponents should reference as accurately as possible the numbered item of the RFP solicitation to which the enquiry is related. Care should be taken by Proponents to explain each question in sufficient detail to enable the Contract Administrator to provide an accurate response. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where the Contract Administrator determines that the enquiry is not of a proprietary nature. The Contract Administrator may edit the questions or may request that the Proponent do so, to ensure that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Proponents. Enquiries not submitted in a form distributed to all Proponents may not be answered by the Contract Administrator.

### ***Security Requirements***

There is no security requirement associated with this solicitation. However, the successful proponent's employees must be eligible to travel across the US border (i.e. including having valid passports) to access MCA's offices.

### ***Applicable Laws***

Any resulting contract must be interpreted and governed, and the relations between the parties determined by laws in force in Ontario.

Proponents may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their Proposal, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory

of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Proponents.

### ***Disclosure of Information***

Any information, data and/or intellectual property which is provided in a proposal and is demonstrably proprietary to a Proponent, shall be so identified specifically (by paragraph, table, figure) in the proposal, and MCA will endeavor to protect such proprietary information, data and/or intellectual property in accordance with the laws of Canada and its normal policies, regulations and procedures. Any financial data and information provided by the Proponent for the purposes of this RFP will be treated as “Commercially Confidential” and kept in confidence by MCA unless expressly stated otherwise in this RFP. Such information will not be disclosed, in whole or in part, except on a need-to-know basis for the specific purpose of proposal evaluation and for the activities related to the process of contract award, as applicable. Unless it is required to do so by law, MCA will not divulge such data and/or information to any third party.

### ***Rights in Data***

If intellectual property or confidential information is required to enable the Proponent to provide the Services, the Proponent shall be solely responsible for obtaining approvals for the use of any intellectual property and/or confidential information that belongs to anyone else (i.e., third parties).

MCA shall own all intellectual property and confidential information that it creates in relation to the Services. MCA shall own all intellectual property and confidential information that the Proponent conceives or develops as a result of performing the Services. Specifically, MCA shall own the following:

- all data resulting from performance of the Services, regardless of its form, format, or media.
- all data (other than that owned by third parties) used in performing the Services regardless of its form, format, or media.
- all data in manuals or instructional and training materials.
- all processes provided for use under the Services; and
- any other data delivered under the Services.

If the Proponent wishes to use the intellectual property and/or confidential information (mentioned in this section) for purposes not related to the performance of the Services, it must obtain prior written consent from MCA.

### ***Liability for Errors***

While MCA has made considerable efforts to ensure the information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by MCA, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponent from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

## ***Conflict of Interest***

Conflict of interest is defined as any matter, circumstance, interest, or activity in which an entity or person is, or is perceived to be, in a position to benefit more preferentially than another or which may or may not appear to impart the ability of the Proponent to perform the scope of work diligently and independently.

Proponents must submit a comprehensive Conflict of Interest Disclosure Statement with their proposal. This statement must detail any actual, potential, or perceived conflicts of interest that could compromise the independence and impartiality of the proposed services (i.e. prior relationships, firm's clients that have financial dealings with MCA, any other relationships or circumstances that could create a conflict of issues with MCA's Council members or senior management team).

Proposals will not be evaluated if the Proponent's current or past corporate or other interest may, in MCA's sole opinion, give rise to a conflict of interest in connection with the project described in this RFP. This includes, but not limited to, involvement by a Proponent in the preparation of this RFP. If a Proponent is in doubt about a conflict of interest, they should consult the Contract Administrator before submitting a proposal. In addition, the successful Proponent must provide an affirmative statement that it and its staff will avoid any actual or perceived conflict of interest. The following clauses are to be included in the firm's certification (refer to Annex A):

- a) Successful Proponents certify that it has and will not influence, seek to influence or otherwise take part in a decision of MCA knowing that the decision might further its private interest.
- b) The successful Proponent certifies that it has no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract.
- c) The successful Proponent declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of MCA or a member of the family of such person, with a view to influencing the entry into the Contract or the administration of the Contract.
- d) The successful Proponent warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract.
- e) Should such a conflicting interest be acquired during the life of the Contract, the successful Proponent shall declare it immediately in writing to MCA. The successful Proponent acknowledges that if MCA is of the opinion that a conflict exists as a result of any of the successful Proponent's disclosure or as a result of any other information brought to MCA's attention, MCA may require the successful Proponent to take steps to resolve or otherwise deal with the conflict, at MCA's entire discretion, terminate the Contract for default.

### ***Non-Collusion Certification***

In conjunction with its statement regarding Conflict of Interest, the successful Proponent must additionally provide a signed statement (referring to Annex A) certifying the following:

- a) The response is genuine, and it did not make in the interest of, or on behalf of, an undisclosed person, Proponent, or corporation.
- b) That the successful Proponent has not directly or indirectly induced or solicited any other entity to submit a false or sham response or decline to submit a response.
- c) That the successful Proponent has not sought, by collusion, to obtain any advantage over any other Proponent or over MCA.

### ***Confidentiality***

The successful Proponent and its representatives shall commit to keeping confidential all information in connection with the work and shall not disclose any such information to any person without the prior written permission of MCA. Any Contract resulting from this RFP shall incorporate confidentiality clauses pertaining to the entire Statement of Work.

### ***No Lobbying***

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of MCA, including the evaluation team, any Member of Council, or with the media, about the project described in this RFP or otherwise in respect of this RFP, other than as expressly directed or permitted by MCA.

### ***Limitation of Damages***

The Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to or arising from the RFP, by reason of submitting a proposal, in respect of the competitive process, or in respect of any breach of any implied duty of fairness, including but not limited to any costs incurred by the Proponent in preparing its proposal. The Proponent, by submitting a proposal, waives all such claims.

### ***Indemnity and WSIB (CNESST)***

The successful Proponent must indemnify MCA and their employees, officers, members of Council and agents (each an "Indemnified Person") against all claims, actions, proceedings, damages, losses, costs, expenses and liabilities of any kind incurred that an Indemnified Person may sustain, incur, suffer or be put to, either before or after this Contract ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by the successful Proponent or by any of its agents, employees, officers, or directors in providing the Services, except liability arising out of any independent negligent act by MCA.

The successful Proponent accepts responsibility for the acts and omissions of all subcontractors it may engage in rendering the Services on this RFP.

The successful Proponent must comply with all applicable laws and bylaws within the jurisdiction of the work. The successful Proponent must further comply with all conditions and safety regulations of Ontario's *Workplace Safety and Insurance Act (WSIB)* and/or Quebec's *Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST)*, as applicable, and must be in good standing during the term of any Contract entered into from this process.

### ***Collection and Use of Personal Information***

Proponents are solely responsible for familiarizing themselves with, and ensuring that they comply with, the laws applicable to the collection and dissemination of information, including but not limited to, resumes and other personal information concerning employees of the Proponent and employees or any subcontractors. If this RFP required Proponents to provide MCA with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to MCA.

Such written consents shall specify that personal information may be forwarded to MCA for the purposes of responding to this RFP and may be used by MCA for the purposes set out in this RFP. MCA may, at any time, request the original consent, or copies if so requested, to MCA.

### ***Proposal Preparation Instructions***

It is requested that Proponents provide their Proposal in separately bound files as follows:

**File I:** Proof of compliance with the mandatory requirements, Technical Proposal and completed certifications (Annex A).

**File II:** Financial Proposal

Prices related to the current solicitation must appear in the financial Proposal only and are not to be indicated in any other section of the Proposal; prices mentioned in the Financial Proposal should not be repeated in any other section of the Proposal.

No payment shall be made for costs incurred by the Proponent in the preparation and submission of a proposal in response to this RFP.

All fees associated with the transfer of data, or all documents as may be required by MCA as part of the solicitation process, are the responsibility of the Proponent. No costs incurred by the Proponent before receipt of a signed contract or specified written authorization from the Contract Administrator can be charged to any resulting contract.

### ***Technical Proposal***

In their technical Proposal, Proponents should demonstrate their understanding of the requirements contained in the Proposal solicitation and explain how they will meet these requirements. Proponents must demonstrate their capability in a thorough, concise, and clear manner for successfully carrying out the work as described in *Statement of Work*.

Proponents must respond to the MCA Proposal solicitation in an honest, fair, and comprehensive manner, accurately reflect on their capacity to satisfy the requirements stipulated in the Proposal or contract documents and submit Proposals and enter contracts only if they fulfill all obligations of the contract.

The technical Proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the Proposal will be evaluated. Simply repeating the statement contained in the Proposal solicitation is not sufficient and may result in a loss of points. To facilitate the evaluation of the Proposal, MCA requests that Proponents address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Proponents may refer to different sections of their Proposals by identifying the specific paragraph and page number where the subject topic has already been addressed.

It is the responsibility of the Proponent to obtain clarification of the requirements contained in the RFP, if necessary, prior to submitting a proposal. The Proponent's proposal must detail, and support required compliance, including fully documented professional experience.

### ***Financial Proposal***

Proponents must submit their financial Proposal in accordance with *Part 5 – Financial Proposal*. The total amount is to exclude all Applicable Taxes.

All financial Proposals are to be in Canadian currency.

### ***Certification***

Proponents must complete and sign a certification declaration in accordance with Annex A.

## **PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION**

### ***Evaluation Procedures***

Proposals will be evaluated in accordance with the entire requirements of the Proposal solicitation including the technical and financial evaluation criteria and in conjunction with– *Statement of Work*.

If the Proponent is deemed non-responsive as a result of the evaluation, the Proposal will be set aside and not be considered for the contract award.

An evaluation team will evaluate the proposals. While the evaluation team will normally be comprised of representatives of MCA, it may also include third-party participants as selected by MCA. All members of the evaluation team will be required to sign a Conflict of Interest and Non-Disclosure Agreement.

It is understood and accepted by the Proponents that all decisions about the degree to which a proposal meets the requirements of this RFP are the judgement of the evaluation team.

All proposals shall be treated as CONFIDENTIAL and will be made available only to those individuals authorized to participate in the evaluation process. All Proponents will be subject to the terms of the

Access to Information Act and to other applicable laws or orders of courts or other tribunals having jurisdiction.

### **Rights of MCA**

MCA reserves the rights to:

- seek clarification or obtain verification of statements made in a proposal.
- reject any or all proposals received in response to the Proposal solicitation.
- enter negotiations with Proponents on any or all aspects of their proposal.
- accept any proposal as a whole or in part without prior negotiation.
- cancel the Proposal solicitation at any time.
- re-issue the Proposal solicitation.
- verify any or all information provided by the Proponent with respect to the solicitation including references.
- retain all proposal submitted in response to the solicitation.
- declare a proposal non-responsive if MCA determines during the evaluation phase that the Proponent does not have legal status, the facilities or technical, financial, and/or managerial capabilities to fulfil the requirements stated herein.
- discontinue the evaluation of any proposal which is determined, at any stage of the evaluation, to be non-responsive.

## **PART 5 – MANDATORY AND TECHNICAL EVALUATION CRITERIA**

### **Mandatory Criteria**

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Proponents are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory criteria may be excluded from further considerations. The mandatory proposal should address each of the criteria in the order in which they appear.

The Proponent is to comply with the following requirements:

<b>Criterion ID</b>	<b>Mandatory Criteria</b>	<b>Proposal Page</b>	<b>Pass/ Fail</b>
M1	Must be a licensed law firm or legal practitioner in good standing with a recognized law society or bar association in Canada		

## Technical Criteria

Proponents are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. The technical proposal should address each of the criteria in the order in which they appear.

Proponents are advised that only the listing of experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for this evaluation.

Proponents are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. MCA's assessment will be solely based on the information contained within the proposal. MCA may confirm information or seek clarification from Proponents.

Criterion ID	Technical Criteria	Maximum Points	Proposal Page #
T1	<p>Proponent Firm and Legal Team Profile and Experience:</p> <ul style="list-style-type: none"> <li>include brief description of qualifications and experiences of each of the key proposed personnel, including proposed duties, responsibilities, and office location</li> </ul>	20	
T3	<p>Relevant Experience</p> <ul style="list-style-type: none"> <li>list of three (3) relevant First Nations and/or other government entities – nature of work, and client references with contact names, title, email address, and telephone numbers</li> <li>describe knowledge and technical experience of individual team members in provision of relevant legal services</li> </ul>	20	
T4	<p>A work plan setting out how the Proponent would ensure that the work will be assigned and performed by the appropriate level of counsel (indicating the work that may be assigned to articling students and law clerks), with a view to ensure quality of advice, cost effectiveness and avoidance of duplication of work.</p>	20	

T5	Presentation	15	
T5	Provide other services, capabilities, designations, or experiences that differentiate it from its competition.	15	
T6	Proposal for quality and clarity	10	
<b>Total Points</b>		100	

## **PART 6 – FINANCIAL PROPOSAL**

### ***Taxes***

MCA is Harmonized Sales Taxes (HST) and Quebec Sales Tax (QST) exempt. All prices/rates, as applicable, are requested to be firm, in Canadian funds, excluding HST and QST. All other costs, including travel costs, are to be captured on the table below. MCA will not reimburse any costs that are not captured in the financial proposal.

### ***Pricing Details to Be Provided in Financial Proposal***

Proposals shall include a detailed description of all costs and of the recommended method of billing and payment. For comparative purposes it is preferable that cost information be reported in the following manner:

- Retainer fee requested and services to be covered by retainer.
- Details on services or projects to be billed on a flat fee lump sum fee for service or an hourly basis.
- Services to be charged at an hourly rate and rates to be charged. (Firm member, rate, and area of responsibility).
- Disbursement items and costs associated with referrals and other specific items where not reported elsewhere
- Regular Invoice structure, and other charges or charging methods proposed.
- Estimated fees for preparation of complex bylaws or policies, contracts, and legal representation in court or other authority should be quoted separately.
- Out of pocket expenses should be clearly stated to be either part of the fee, or an estimated cost listed separately.
- If less time is involved in the annual retainer services than anticipated, it is expected a reduction in retainer fees will be given to the MCA.

Sample of the detailed billing statement in the form that would be submitted to the OFIFC

# ANNEX A – CERTIFICATIONS

The following are the required certifications:

This certification is made on \_\_\_\_\_ in \_\_\_\_\_  
*Date* *Location*

\_\_\_\_\_ incorporated under \_\_\_\_\_  
*LEGAL BUSINESS NAME OF COMPANY* *Jurisdiction*

\_\_\_\_\_ (herein called “Proponent”) certifies that:  
*Address*

The undersigned is entitled to represent the commercial interest of the Proponent, is empowered by the Proponent to submit a Proposal on its behalf and is authorized to negotiate and execute contractual agreements on behalf of the Proponent. \_\_\_\_\_  
*Initials*

The Proponent is properly licensed to practice in Canada. \_\_\_\_\_  
*Initials*

The Proponent assumes full responsibility for any and all applicable federal, provincial, or municipal statues, laws, codes, and regulations that it may incur as a result of work conducted within the scope of its Proposal and any subsequent contract resulting from its Proposal. \_\_\_\_\_  
*Initials*

## **CONFLICT OF INTEREST**

The Proponent has and will not influence, seek to influence or otherwise take part in a decision of Mohawk Council of Akwesasne knowing that the decision might further its private interest. \_\_\_\_\_  
*Initials*

The Proponent has no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under any subsequent contract resulting from the Proposal. \_\_\_\_\_  
*Initials*

The Proponent has not, directly or indirectly, paid, given, promised or offered and will not pay, give, promise, or offer any bribe, gift, benefit, or other inducement to any official or employee of Mohawk Council of Akwesasne or to a member of the family of such a person, with the view to influencing the entry into any contractual agreement or the administration of any contract resulting from its Proposal. \_\_\_\_\_  
*Initials*

The Proponent, to the best of its knowledge, after making diligent inquiry, is unaware that any conflict of interest exists or is likely to arise in the performance of any contract resulting from its Proposal. \_\_\_\_\_  
*Initials*



The Proponent shall declare a potential conflicting interest acquired during the life of any contract resulting from its Proposal immediately in writing to the Mohawk Council of Akwesasne. The Proponent acknowledges that if the Mohawk Council of Akwesasne is of the opinion that a conflict exists as a result of the Proponent’s disclosure or as a result of any other information brought to the Mohawk Council of Akwesasne’s attention, the Mohawk Council of Akwesasne may require the Proponent to take steps to resolve or otherwise deal with the conflict, at the Mohawk Council of Akwesasne’s entire discretion, terminate any contractual agreement for default.

\_\_\_\_\_  
*Initials*

**NON-COLLUSION**

The Proponent’s Proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, Proponent, or corporation

\_\_\_\_\_  
*Initials*

The Proponent has not directly or indirectly induced or solicited any other entity to submit a false or sham Proposal or decline to submit a Proposal.

\_\_\_\_\_  
*Initials*

The Proponent has not sought, by collusion, to obtain any advantage over any other Proponent or over the Mohawk Council of Akwesasne.

\_\_\_\_\_  
*Initials*

**PROPERTY RIGHT**

The Proponent assigns all property rights to any technical documentation and related innovations produced by the Proponent in the performance of the work under any contract with the Mohawk Council of Akwesasne to vest in and remain the sole property of the Mohawk Council of Akwesasne.

\_\_\_\_\_  
*Initials*

**CONFIDENTIALITY**

The Proponent’s representatives shall commit to keeping confidential all information in connection with the work and shall not disclose any such information to any person without the prior written permission of the Mohawk Council of Akwesasne.

\_\_\_\_\_  
*Initials*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Business Name*

\_\_\_\_\_  
*Date*

*Address*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_