



# **Mohawk Council of Kahnawà:ke**

## **REQUEST FOR PROPOSALS**

*FOR THE*

### **INTERNAL PROJECT MANAGEMENT OF THE BUILDING OF A CULTURAL CENTRE, MUSEUM AND THEATRE**

**Proposal Due: August 23rd, 2022**



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## I. INTRODUCTION

### A. ORGANIZATIONAL PROFILE

The Mohawk Council of Kahnawà:ke (MCK) is the organization that provides governmental, administrative, and operational services to the community of Kahnawà:ke. The organizational structure of the MCK is composed of two main sectors: political and administrative/operational. The political sector of the MCK comprises the Council of Chiefs and the Office of the Council of Chiefs. The Council of Chiefs is the primary governing body of the MCK and provides political direction on matters concerning Kahnawà:ke and its affairs. The Office of the Council of Chiefs (OCC) provides support services to the Mohawk Council of Kahnawà:ke Chiefs. Those services include negotiation, advisory, technical and general supports. The MCK is also indirectly linked to most of the community's main organizations through the Executive Directors Committee.

The MCK's administrative and operational units include the following areas:

- Executive Office:
  - Strategic and Organizational Development
  - Public Relations
  - Legal Services
  - Human Resources
  - Information and Records Management
  - Finance and Asset Management
- Operations:
  - Infrastructure Services - Capital and Public Works
  - Lands and Environment
  - Client Based Services - Recreation, Social Assistance, Housing and Membership, Kanien'kéha Language & Culture
  - Labor Office - Workmen's Compensation and Qualifications
- Public Safety
- Justice Services, including the Court of Kahnawà:ke

#### Vision

"The Mohawk Council of Kahnawà:ke supports the community's Vision by partnering with Kahnawà:ke for a strong Kanien'kehá:ka identity and prosperous community".

#### Mission

"It is our mission to protect Kahnawà:ke's interests, build resources, provide quality services and govern our affairs".

Kahnawà:ke is one of several communities that comprise the Mohawk Nation. In turn, the Mohawks (or Kanienkehaka – the People of the Flint) are part of the larger Iroquois Confederacy. The current population is approximately 8,000 people.

The community is served by its own police service, hospital, social services system, education system, several media outlets and the various services provided by the Mohawk Council of Kahnawà:ke.



## B. PROJECT BACKGROUND

Kahnawà:ke, like many Onkwehón:we communities, is healing, with resilience of spirit, from the wounds of assimilationist policies. The leaders and guardians of the culture and the language are working to create effective tools. It is crucial to preserve the Kanien'kéha language, the vital link between culture, traditions, education, socialization and spirituality.

The ancient Kanien'kehá:ka language and culture were the primary lifestyle and means of communication for socialisation, education, ceremony, government and business within the Mohawk territory of Kahnawà:ke.

The detrimental impacts of colonisation created a gap in the intergenerational transmission of the Kanien'kehá:ka culture and language. This loss expressed itself in many unfortunate ways in this First Nation community, with its youth being most impacted by the disassociation from their language and culture. As a result, hearing the traditional language spoken in its free and natural form had become increasingly rare as first language elders passed away and vital aspects of the Kanien'kéha language and culture disappeared with them. As well, the community lacked public spaces in which to congregate, to share in live performances and to repatriate and display vital elements of material culture.

The proposed solution is the construction of a new cultural center to house public meeting spaces, the Kanien'kehá:ka Onkwawén:na Raotitióhkwa Language and Cultural Center (KORLCC), the Turtle Island Theater and a museum.

A building of this magnitude and function is greatly needed by the community of Kahnawà:ke. There is no other building existing in the community that can uphold the functions and mandates of these burgeoning organizations. Having a communal facility where the history, language, culture and arts are unified under one roof is essential for the strength and prosperity of the community.

## C. CURRENT FACILITIES AND PROPOSED NEW BUILDING

### The Kanien'kehá:ka Onkwawén:na Raotitióhkwa Language and Cultural Center

The Kanien'kehá:ka Onkwawén:na Raotitióhkwa Language and Cultural Center (KORLCC) was designed to ensure the protection, continuation, and enrichment of the Kanien'kehá:ka culture and language. This institution aims to become the guiding force to restore the Kanien'kehá:ka language.

The KORLCC developed in a small, run-down building, sharing space with the local radio station. There, a resource center and small interpretation center were created. As space was very limited and the organization continued to grow, the Cultural Center had to store most of its belongings in a storage trailer to allow more space for growing exhibits and offices. In 2004, the building could no longer support this organization and it moved into a larger, older building, which was eventually condemned. Most recently, as a temporary solution, the KORLCC moved into the Kahnawà:ke Office Complex.



## Turtle Island Theatre

The Turtle Island Theatre began in 1993 as a children's after school project at a local elementary school. It quickly blossomed with growing membership, theatrical acts and a demand for shows. By the 2010s it had grown into a community Drama & Music Program which includes three distinct performance ensembles: Children's Summer Theatre, Turtle Island Players, and the Musical Entertainers.

A fully functional theatre / auditorium will become a vital tool and aid for the community. It will be the first facility able to provide comfort, integrity and professional services to the community. Everything from symposia and lectures to live theatre and school concerts can be expected at this new facility. It will become a primary and sought-after venue for all events held before a live audience.

## A New Building

The building proposed is a multi-storied structure containing a cultural arts center, a museum, general public spaces and a theatre. This new state-of-the-art facility will provide barrier-free, permanent and meaningful access to Kanien'kehá:ka culture and language. The multi-purpose building will architecturally express connectivity with nature and culture through its relationship to its challenging wooded site, selection of materials, careful planning and the implementation of sustainable technologies.

Compact in design and carefully situated on the site, this new building will highlight a modern and contemporary design, soft forms and warm natural materials to gently and harmoniously blend the building into the landscape.

The interior spaces of the building will be broken into four major components which will be interconnected by a grand entrance or lobby.

## Building Location

The new building will be located on the historic wooded property S.L.S 11 adjacent to the Kahnawà:ke Survival School. This property is saturated in hardwoods, nutrient-rich underbrush, swamps and wetlands and borders the Highway 132. The site is a home to flourishing ecosystem of plants, animals, trees, wild medicines and aquatic species.

This location of the building on the site is situated as far away from the school as possible, while presenting the least amount of damage to the natural area and maintaining its boundaries to the sensitive archaeological zones.

This site is in a deciduous forest with a landscape that gently slopes into an abundant wetland area. This site will require special attention to integrate with and preserve the surrounding site conditions.

## D. PROJECT GOALS

1. To continue and ensure the identity enrichment of the Mohawk community of Kahnawà:ke.
2. To promote recognition and acceptance of Mohawk culture by the regional and national population.



## II. REQUEST FOR PROPOSALS PROCESS

### A. INVITATION TO PROPOSE

The Mohawk Council of Kahnawà:ke (“MCK” or “Organization”), through this Request for Proposals (“RFP”), is seeking proposals to enter into an agreement with a qualified technical project manager (the “Proposer”, “Proponent” or “Internal Project Manager”) experienced in large-scale construction projects to act as principal technical advisor, committees coordinator and internal project manager in the construction of a multi-purpose Culture Arts Center, Museum and Theatre (the “Services”).

The Services will be governed by a renewable, one-year professional services contract, to be issued once a Proposer is selected.

### B. RFP SCHEDULE

DATE	ACTIVITY (All times are EST)
08/08/2022	Issue RFP for Internal Project Manager
18/08/2022	Deadline for Confirmation of Participation in RFP
19/08/2022	Deadline for Submission of Questions by Email
23/08/2022	Proposals are due at 4:00pm EST
29/08/2022	Estimated Contract Award Date

The MCK reserves the right to modify the deadlines set forth in the above table in its sole discretion. Any such modifications will be stated in an addendum as described in Section IV.

### C. PROJECT SCHEDULE

DATE	ACTIVITY (All times are EST)
26/08/2022	Schematic Design Phase
07/10/2022	Design Development Phase
25/11/2022	Construction Document Phase
06/03/2023	Bidding and Negotiation Phase
27/03/2023	Construction Phase

## III. RFP SELECTION PROCESS

### A. POINT OF CONTACT

The point of contact for all submissions and correspondence regarding this RFP will be MCK Executive Director Onerahtokha (Karlíe) Marquis, RFP Project Manager who may be reached by email at:

[Karlíe.Marquis@mck.ca](mailto:Karlíe.Marquis@mck.ca)



Please note, all questions and requests for clarification will be answered if received in writing via email by the RFP Project Manager at least seven (7) calendar days prior to the closing date of the tender.

## B. SELECTION CRITERIA AND MINIMUM REQUIREMENTS

Upon review and evaluation of all qualifying proposals, including any interviews that the MCK may require, the Evaluation Committee will select and recommend the Proposer that, in its sole judgment, is most qualified and best meets the requirements and objectives of this RFP as set forth below.

### Selection Criteria

Firm Experience (15%)	The MCK will evaluate the Proposer based on its ability to meet the experience requirements as set forth in the scope including experience providing the services for similar projects within the past 5 years.
Project Team (15%)	The MCK will evaluate the Proposer based on the assigned staff and any sub-Service Providers along with their qualifications and the value they add to the project team.
Culture and Heritage (15%)	The MCK will evaluate proposals on their recognition and understanding of the Mohawk culture and the heritage to which the community is proud to represent. The MCK will also consider the proponents use of local materials, services, contractors and labour in the evaluation of proposals.
Methodology (25%)	The MCK will evaluate the Proposers concept for the Services followed by a detailed work plan. The work plan must detail the projected phases and tasks, as well as describe the work (including engagement) proposed in each task and the resulting deliverable(s).
Timeline (15%)	The MCK will evaluate the proposed comprehensive projected schedule of milestones, dates, and timelines, matching the proposed phases for completion for the tasks set forth in the Scope. The Project Schedule should easily and directly relate to the project phases, as developed in the proposed Methodology.
Budget (15%)	The MCK will evaluate the Proposer on the overall budget proposed related to the provision of the Services.
<b>References:</b> The MCK will consider the extent and quality of the Proposer’s references. No less than three references should be included.	
<b>Interview:</b> Potential proponents will be required to meet with the MCK Evaluation Committee	



## C. EVALUATION COMMITTEE AND AWARD OF CONTRACT

An Evaluation Committee, made up of the MCK Executive Leadership team, will review all Proposals. As part of the evaluation process, the Evaluation Committee may engage in consultations with any Proposer to determine in greater detail the Proposer's qualifications. The Evaluation Committee may be interested in learning about the Proposer's proposed method of performance to facilitate arriving at an agreement that will be satisfactory to the MCK.

The MCK may require one or more Proposers to appear before the MCK and/or its representatives for an interview. During such interview, the Proposer may be required to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments or questions, as the MCK deems appropriate. Proposers will be notified in advance of the time and format of such interviews and/or meetings. These meetings may take place virtually or in person.

The Evaluation Committee will consider all relevant materials and information in making its selection. The Evaluation Committee will select and recommend the Proposer that it determines, in its sole discretion, is best able to provide the Services.

The MCK will inform a Proposer that they have been selected, subject to final agreement on all terms and conditions of the Agreement. After the Proposer signs the Agreement, the RFP Project Manager may submit it to the Council of Chiefs for final approval. If the MCK and the Proposer are unable to agree on the terms, the Proposer will be excused from further consideration and the MCK may, at its option, select another Proposer.

The MCK shall have no obligations under this RFP until the Executive Director and, potentially, the Council of Chiefs have formally approved the award of the Agreement to the selected Proposer and the Agreement has been executed by both parties.

## D. METHOD OF PAYMENT

The MCK will pay up to 15% at the start of the contract. Subsequently, the Proposer will submit monthly invoices with line items for payment approval. Payment will be made within 30 days of receipt of invoice or with interest at 2.5%.

The MCK expects the work to be limited to eight (8) to twelve (12) hours weekly prior to the Construction Phase.

If the proposal is quoted in whole or in part on an hourly basis, the hours are not to be exceeded without the approval of the signing authority by means of a written change order.

15% of the value of the contract will be withheld until the final term of the agreement, subject to a renewal period.





## IV. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### A. PROPOSAL FORMAT

In order to be considered, proposals must include the following elements:

1. Cover Letter:
  - Including an executive summary outlining how the Proposer best meets the requirements of this RFP;
  - Providing the name, address, telephone, email address and facsimile numbers of the Proposer;
  - The Proposer's signature;
2. Experience and Qualifications;
  - Showing evidence of recent project management of large-scale construction experience;
3. Proposed Methodology & Timeline:
  - The Proposer must detail their approach and methodology to achieve success for each of the areas identified in the scope of work;
4. Costing
  - Please note that the MCK is tax exempt;
5. References
  - No fewer than three references should be included.

### B. SUBMISSION REQUIREMENTS

Proposers must submit an electronic version by email in searchable Adobe Acrobat.pdf format to the Project Team no later than the date and time set forth in the RFP Schedule above. All proposals must be addressed and submitted to Onerahtokha (Karlíe) Marquis, Executive Director, MCK who may be reached by email at:

[Karlíe.Marquis@mck.ca](mailto:Karlíe.Marquis@mck.ca)

Confirmation will be sent to Proposers upon receipt of proposals.

Proposers should copy Stacey Douglas, Legal Counsel, MCK, on any communications who may be reached at:

[Stacey.Douglas@mck.ca](mailto:Stacey.Douglas@mck.ca)

### C. PROPOSAL TERMS FIRM AND IRREVOCABLE

The signed/submitted Proposal shall be considered a firm offer on the part of the Proposer. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of contract negotiations unless specifically waived in writing by the MCK. The Proposer should be prepared to have its Proposal and any relevant correspondence or documentation incorporated into the Agreement, either in part or in its entirety, at the MCK's election.



*Mohawk Council of Kahnawà:ke  
Request for Proposals  
Project Management Services*

This RFP does not constitute an offer by the MCK. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the MCK unless the MCK and the Proposer execute the Agreement following the award of such agreement by the Executive Director and/or the Council of Chiefs.



## **V. RFP TERMS AND CONDITIONS**

### **A. MCK'S RIGHTS AND OPTIONS**

The MCK reserves the following rights, which may be exercised at MCK's sole discretion:

1. To supplement, amend, substitute, withdraw or otherwise modify this RFP at any time;
2. To conduct inquiries with respect to the qualifications and experience of each Proposer;
3. To issue additional requests for information;
4. To waive any defect or irregularity in any Proposal received;
5. To require a Proposer to supplement, clarify or provide additional information in order for the MCK to evaluate its Proposal;
6. To share the Proposals with the MCK employees other than the Evaluation Committee as deemed necessary;
7. To award all, none, or any part of the Scope of Work set forth in this RFP that is in the best interest of the MCK with or without re-solicitation;
8. To discuss and negotiate with Proposer any terms and conditions in the Proposals including but not limited to financial terms;
9. To enter into any agreement deemed by the MCK to be in the best interest of the MCK;
10. To reject any or all proposals submitted; and
11. To re-advertise for proposals using this RFP or a different RFP or solicitation.

### **B. ACCURACY OF RFP AND RELATED DOCUMENTS**

The MCK assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this selection process. In addition, the MCK will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents other than those provided by the MCK through the issuance of addenda. In no event may a Proposer rely on any oral statement in relation to this RFP.

It is up to the Proposer to ask for and obtain clarifications that they require in their review of this RFP.

Only written addenda will modify this RFP document or RFP Process. Any other communication will be deemed non-binding.

### **C. PROPOSER'S COST OF PROPOSAL PREPARATION**

Proposers are responsible for any and all costs associated with the proposal process including, but not limited to, the creation of the proposal and any interviews (if applicable). No Proposer will be compensated for their proposal, or any costs accrued to create their proposal.

### **D. RIGHT TO TERMINATE NEGOTIATIONS / DISCUSSIONS**

The Proposer's participation in this process might result in the MCK selecting the Proposer to engage in further discussions including the negotiation of the Scope of Work. Such discussions and negotiations, however, do not signify a commitment by the MCK to execute the Agreement or to continue discussions



and negotiations. The MCK may terminate discussions and/or negotiations at any time and for any reason prior to the award of a binding contract by the Executive Director and/or the Council of Chiefs, and either abandon the selection process or select another Proposer with whom to enter into negotiations.

#### E. RESERVATION OF RIGHT TO AMEND RFP

The MCK reserves the right to amend or supplement this RFP at any time during the process, if it believes that doing so is in the best interests of the MCK. Any such amendment or supplement will be fully explained in an addendum emailed to all Proposers.

#### F. OWNERSHIP

All proposals and supplementary material provided as part of this process will become the property of the MCK. In submitting a proposal, each Proposer agrees that the MCK may reveal any trade secrets or confidential information to the MCK staff, consultants or third parties assisting with this RFP and resulting Agreement.



## VI. PROJECT SCOPE

### A. THE SERVICES

The Proponent selected for this project will provide Internal Project Management to the MCK's Executive Team and the Council of Chiefs for the development of the multi-purpose building. The scope of work items listed in this document shall not be considered to be absolute descriptions of the scope of work. The actual work will be developed further throughout the project with the concurrence of the Project Team.

The Internal Project Manager's main roles and responsibilities are:

- Becoming completely familiar with the requirements of the MCK as it pertains to the development of the Cultural Centre, Museum and Theatre;
- Acting as principal technical advisor to the MCK's Executive Committee;
- Defining and confirming criteria in the areas of cost control, budgeting, scheduling, and quality control. Implement appropriate systems in these areas. This includes providing monthly physical and financial reports to the project's various sub-committees as well as to the Council of Chiefs, monitoring all costs, etc;
- Ensuring payments are controlled based on contractual obligations (Project scope, quality, schedule and price);
- Attending meetings of the project's Finance and Technical Committee as a voting member;
- Coordinating the efforts and reporting of the project's various sub-committees;
- Keeping the MCK Executive Committee and others informed of the project status through the implementation of a program of regular monthly physical/financial reporting as well as the coordination of regular monthly meetings in a format acceptable to the project team;
- Overseeing all phases and aspects of the project and ensuring strict conformity to the objectives of the project to meet the client's requirements;
- Reviewing, coordinating and advising on the work undertaken by the Architect and the Construction Manager;
- Verifying that the work is delivered as per the contractual terms and conditions;
- Reviewing and verifying all Contractor(s) and Consultant invoices and recommending payment (or not) to the Finance and Technical Committee;
- Reviewing major Project items, for example, designs, tender packages, completion reviews, etc;
- Reviewing and recommending draft contractual clauses, including but not limited to appropriate financial leverage (e.g., bonds, payment terms), warranty and process warranty clauses, scope definition, quality assurance/quality control expectations, and terms of payment's alignment with measurable/verifiable milestone deliverables;



## RFP APPENDICES

### APPENDIX 1: SELECTION CRITERIA AND MINIMUM REQUIREMENTS

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