



scəwáθən məsteyəx^w

TSAWWASSEN FIRST NATION

REQUEST FOR QUOTATION

Tsawwassen First Nation

RFQ No. C&E2026-01

TFN WEBSITE REDEVELOPMENT

Date of Issue: April 23, 2026

1. Overview

Tsawwassen First Nation (“TFN”) is seeking qualified vendors to design, build, and launch a new TFN website to replace the current site, as further described in this RFQ.

TFN invites proposals from vendors with demonstrated experience creating high-quality, culturally grounded websites for governments, Indigenous communities, and/or complex public-facing organizations.

For further details refer to:

- Appendix A – Services Agreement
- Appendix B – Procurement Policy
- Appendix C – Quotation Submission Form



scəwáθən məsteyəx^w

TSAWWASSEN FIRST NATION

REQUEST FOR QUOTATION

Summary of Key Information

RFQ Reference	RFQ No. C&E2026-01 TFN WEBSITE REDEVELOPMENT
Overview of the Opportunity	The purpose of this RFQ is to invite Quotations from qualified contractors for redevelopment of the TFN website.
Submission Deadline	4:30 P.M. PST on Friday, May 15, 2026
Instructions for Quotation Submission	Quotations are to be consolidated into one PDF file and emailed to crobinson@tsawwassenfirstnation.com
Obtaining RFQ Documents	RFQ documents will be posted on the TFN website and public channels.
Questions	Questions may be submitted in writing quoting the RFQ number and name up to 3 business days before the submission deadline to crobinson@tsawwassenfirstnation.com
Addenda	Addenda will be posted on the TFN website and public channels.



scəwáθən məsteyəx^w

TSAWWASSEN FIRST NATION

REQUEST FOR QUOTATION

2. Definitions.

Throughout this RFQ the following definitions apply:

“**Addendum**” or “**Addenda**” means document(s) issued by TFN as a supplement to this RFQ that corrects errors, explains inconsistencies, provides clarifications or responses to questions submitted by Proponents, or otherwise details or updates information provided in this RFQ.

“**Proponent**” means an individual, joint venture, partnership, company or other entity that submits, or intends to submit, a Quotation in response to this RFQ.

“**Quotation**” or “**Quote**” means the submission by a Proponent in response to this RFQ.

“**RFQ**” means this Request for Quotation, including all appendices and addenda.

“**Services**” means and includes the provision by the successful Proponent of all services, duties, and expectations as further described in this RFQ.

“**Submission Deadline**” means the deadline to submit a Quotation as set out in this RFQ.

“**TFN**” means Tsawwassen First Nation.

3. Schedule:

The estimated key dates for this RFQ are as follows:

- Issue date of RFQ: April 23, 2026
- Submission Deadline: Friday, May 15, 2026
- Expected contract award: Friday, May 22, 2026
- Project Start: Shortly after vendor selection (May 2026)
- Target Launch: Late September 2026, subject to delays or scope adjustments



scəwəθən məsteyəx^w

TSAWWASSEN FIRST NATION

REQUEST FOR QUOTATION

4. Terms and Conditions of this RFQ Binding on the Proponent.

- a) This RFQ is not an offer to enter into any contract of any kind whatsoever. It is an invitation for quotations to be considered for selection of a contractor for the Services.
- b) The budget for the Services will need to be approved by TFN decision-makers based on this RFQ. TFN makes no guarantee of the value or volume of work to be assigned to a successful Proponent. TFN reserves the right to cancel this RFQ or revise the scope of the Services; or to reissue the same RFQ or a different request document in relation to the Services.
- c) Any Quotations submitted after the Submission Deadline identified in this RFQ may not be considered. TFN in its discretion may consider any Quotations submitted after the Submission Deadline.
- d) Neither Proponents nor their representatives/team members shall make any public comment, respond to questions in a public forum, engage in any way whatsoever in any form of political or other lobbying to influence the outcome of this RFQ process or carry out any activities to publicly promote or advertise their qualifications, interest in or participation in this RFQ process without TFN's prior written consent.
- e) Each Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent, any information whatsoever regarding the preparation of its own Quotation. Each Proponent shall prepare and submit their Quotation independently and without any connection, knowledge, comparison of information, or arrangement, direct or indirect, with any other Proponent.
- f) TFN reserves the right to disqualify any Proponent that does not meet the requirements of this RFQ, including a contravention of any prohibitions or requirements set out in this RFQ.
- g) TFN may, in its sole discretion, reject or retain for its consideration Quotations which are nonconforming with the instructions in this RFQ, including for failure to comply with the process for submission.
- h) If TFN selects a Proponent to perform the Services, that Proponent must enter in TFN's form of Services Agreement as attached in Appendix B (the "Services



scəwáθən məsteyəx^w

TSAWWASSEN FIRST NATION

REQUEST FOR QUOTATION

- Agreement”**), with any changes that the Proponent requests and which TFN may agree to in its sole discretion.
- i) Proponents are advised that TFN may be required to disclose documents submitted in response to this RFQ pursuant to the TFN *Freedom of Information and Protection of Privacy Act* (“**FIPPA**”). Subject to the provisions of FIPPA, TFN will use commercially reasonable efforts to safeguard the confidentiality of any information identified by the Proponent as confidential but shall not be liable in any way whatsoever to any Proponent or their team member if such information is disclosed in accordance with applicable law.
 - j) Each Proponent is responsible for ensuring that they have all the information necessary to respond to this RFQ and for independently informing and satisfying themselves with respect to the information contained in this RFQ, and any conditions that may in any way affect their submission of the Quotation.
 - k) TFN and their elected or appointed officials, employees, contractors, advisors and representatives shall not be liable for any information or advice or any errors or omissions that may be contained in this RFQ or the addenda, appendices, data, materials or documents (electronic or otherwise) attached or provided to the Proponents pursuant to this RFQ or otherwise with respect to the Services.
 - l) All costs and expenses incurred by each Proponent in the preparation and delivery of a Quotation, including providing any additional information, shall be borne solely by the Proponent.
 - m) TFN reserves the right to alter the scope or budget for the Services for any reason whatsoever, without incurring any liability for costs, expenses or damages incurred by any Proponent.
 - n) Prices shall be all-inclusive and stated in Canadian funds. Prices shall remain firm for the completion of the Services. Prices shall include the provision of all equipment, labour, transportation, fuel, supervision, management, overhead, materials, services, insurance, all other associated or related charges, foreign, federal, provincial and municipal taxes. Taxes are to be shown separately.



scəwáθən məsteyəx^w

TSAWWASSEN FIRST NATION

REQUEST FOR QUOTATION

- o) For eligibility, and as a condition of award, the successful Proponent will be required to submit proof of the insurance required by the Services Agreement (see Appendix B). This item is not required as part of a Quotation but will be required prior to entering into the Services Agreement with TFN for the Services.
- p) **LIMITATION OF LIABILITY:** By submitting a Quotation, each Proponent agrees that:
- i. neither TFN nor any of its elected or appointed officials, employees, contractors, advisors, or representatives will be liable, under any circumstances, for any claim arising out of or related in any way to this process, including but not limited to costs of preparation of the Quotation, loss of profits, loss of opportunity or for any other claim; and
 - ii. each Proponent waives any claim for any compensation of any kind whatsoever, including claims for cost of preparation of the Quotation, loss of profit or loss of opportunity, arising out of or related in any way to this RFQ, including, without limitation, any claims in respect of TFN's decision to (i) not accept a Proponent's Quotation, (ii) award a contract to any other Proponent or (iii) cancel this process, and by submitting a Quotation, each Proponent will be deemed to have agreed to waive such right or claim.

The submission of a Quotation constitutes the agreement of the Proponent that the above "Terms and Conditions of this RFQ Binding on the Proponent" are accepted by the Proponent. Any Proponent who does not accept such terms and conditions in their entirety must not submit a Quotation.

5. Procurement and Evaluation Process

- a) Quotations must be submitted electronically by email to crobinson@tsawwassenfirstnation.com. Any Quotations submitted after the Submission Deadline may be rejected. The time recorded on the email received in the inbox will be the time and date indicator. All dates listed in this RFQ may be subject to change in the discretion of TFN. Any change to a date specified in this RFQ with respect to this RFQ process will be issued by Addendum provided the change occurs prior to the Submission Deadline.



scəwáθən məsteyəx^w

TSAWWASSEN FIRST NATION

REQUEST FOR QUOTATION

- b) Proponents should provide a list of at least three references who are prepared to confirm that the Proponent has performed satisfactorily on the projects referenced. TFN reserves the right to check references provided by Proponents. TFN will have the right to verify any information received, including any references, and, for that purpose, the Proponent shall be deemed to consent to and authorize the release of such information to TFN.
- c) This procurement process is subject to the TFN Procurement Policy, a copy of which is attached as Appendix C to this RFQ. TFN will apply preferential treatment in the evaluation of Quotations as described in Section 10 of the TFN Procurement Policy, provided that a Proponent indicates in its Quotation that it satisfies the criteria to receive the applicable preference. If applicable, Proponents are requested to submit information that will allow staff to determine whether preferential treatment should be applied.
- d) Quotations should demonstrate the following:
- Experience with government, Indigenous, or complex multi-audience websites
 - Cultural awareness and respectful engagement with Indigenous visual identities
 - Strong UX and accessibility expertise
 - Ability to deliver on schedule and within budget
 - Capacity to train and support TFN staff post-launch
- e) Quotations should include:
- Company overview and team bios
 - Relevant project examples and portfolio links
 - Proposed approach and methodology
 - Detailed project plan, timeline, and milestones
 - List of recommended features and technical specifications
 - Budget and cost breakdown
 - Hosting and maintenance recommendations
 - Indigenous partnership or experience statement (if applicable)

Proponents are welcome to include additional pages to their Quotation as needed.



scəwáθən məsteyəx^w

TSAWWASSEN FIRST NATION

REQUEST FOR QUOTATION

- f) Quotations will be opened in private and will be evaluated by an evaluation committee against the evaluation criteria set out in Section 9 of the TFN Procurement Policy and below. TFN reserves the right to accept or reject any or all Quotations, based on:
- i. alignment with TFN goals and vision;
 - ii. strength and relevance of past work;
 - iii. UX, design, and technical expertise;
 - iv. cultural fit and experience with Indigenous communities;
 - v. clarity and feasibility of the proposed approach;
 - vi. total cost and value for money;
 - vii. training and post-launch support offerings; and
 - viii. the reputation and experience of each Proponent.
- g) Upon notification of approval, the successful Proponent will be required to submit proof of the insurance as stipulated in the Services Agreement and sign the form of the Services Agreement provided by TFN (with any changes that TFN may agree to), within fifteen (15) calendar days. Responses received later than this deadline may not be accepted. TFN reserves the right to award the contract to the next qualified Proponent if the award documentation is not received within the fifteen (15) calendar days.

This RFQ may be amended only by an Addendum. If TFN, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all Proponents by Addenda. Each Addendum forms an integral part of this RFQ. Such Addenda will contain important information, including significant changes to this RFQ and any specific questions asked by the Proponents.

TFN will not return the Quotation, or any accompanying documentation submitted by a Proponent.

6. Scope of Work

The Services include designing and creating a new TFN website and providing pre-, during-, and post-launch support for users as described below.

- a) Goals and Features of new TFN Website:
- clear, intuitive access to TFN programs, services, and resources for Members;



scəwáθən məsteyəx^w

TSAWWASSEN FIRST NATION

REQUEST FOR QUOTATION

- a reliable, easy-to-update information hub for government operations, departments, policies, and notices;
- TFN's new brand identity, including updated colours, typography, patterns, and visual guidelines;
- TFN's art, culture, stories, and history in a respectful and vibrant way;
- improved overall user experience (UX) for a diverse audience, including Members, community residents, partners, and the general public;
- acceptable WCAG 2.1 AA accessibility standards;
- a scalable digital foundation that TFN staff can maintain with minimal complexity;
- a site map, content structure, and UX strategy suited to a complex Indigenous government website;
- a modern, secure, user-friendly CMS (e.g., WordPress, Drupal, or recommended equivalent);
- integration of multimedia features (video, galleries, artist profiles);
- robust search functionality that enables Members to easily locate programs and services;
- a mobile-first, responsive interface.
- Advanced search with filters for programs, services, departments, and resources.
- News and updates section with categories and departmental tagging.
- Events calendar with reminders, RSVP options, or downloadable content.
- Document library for policies, notices, forms, and reports.
- Artist and cultural showcase section with galleries, profiles, and storytelling.
- Multimedia support for video, audio, and digital storytelling.
- Password-protected Member-only area (optional; vendors may propose solutions).
- Integration with social media, newsletters, and external systems (if applicable).
- Analytics dashboard for reporting and insights.
- Scalable architecture for future growth (e.g., economic development, tourism, leasing opportunities).

b) Launch Support:

- conducting workshops with TFN Members and staff to understand goals, user needs, content priorities, and internal workflows;
- reviewing existing site architecture, analytics, and content to identify gaps and opportunities;
- developing customizable modules and templates for staff use;



scəwáθən məsteyəx^w

TSAWWASSEN FIRST NATION

REQUEST FOR QUOTATION

- migrating existing content and reformatting pages as needed;
- supporting TFN staff in preparing new content;
- conducting training for staff on content updates, posting, and basic maintenance;
- providing documentation packages (admin guide, style guide, maintenance guide);
- performing full testing across devices, browsers, and assistive technologies;
- offering security hardening and hosting recommendations; and
- being available for post-launch troubleshooting.

c) Deliverables:

- Discovery report, UX findings, and site map;
- Wireframes and full visual design mockups;
- Full website build with all required features;
- Content migration and formatting;
- Training materials and live training for TFN staff;
- Documentation package (admin guide, style guide, maintenance guide); and
- 30–90 days of post-launch support (Proponents may propose options).

APPENDIX A

SERVICES AGREEMENT

This Agreement made as of _____, 202__.

BETWEEN:

Tsawwassen First Nation of 1926 Tsawwassen Drive, Tsawwassen, B.C., V4M 4G2

(“TFN”)

and

[legal name of company], [Incorporation Number], with a business address at [address]

(“Contractor”)

WHEREAS TFN requires certain services and the Contractor has offered to supply those services;

THEREFORE, TFN and the Contractor agree as follows:

ARTICLE 1 - PERFORMANCE OF THE SERVICES

1.1 The Contractor shall perform the services (the “**Services**”) described in Schedule A to this Agreement in accordance with the directions provided from time to time by the Manager of Communications and Engagement (the “**Manager**”) and according to the policies of TFN in place from time to time, and shall report on the progress thereof to the Manager, as requested.

1.2 Subject to earlier termination as herein provided or as otherwise agreed by the Contractor and TFN, the Contractor shall provide the Services within the following time period: [date] – [date] (the “**Term**”).

1.3 The Contractor shall perform the Services in a confidential, efficient, prompt, economical, skillful and careful manner, and all Services shall be performed in the best interests of TFN and in accordance with all applicable laws, including TFN laws.

ARTICLE 2 – TERMINATION

2.1 Subject to Section 2.4, either party may terminate this Agreement at any time during the Term by giving not less than 30 days’ notice in writing to the other party.

2.2 If TFN terminates this Agreement under section 2.1:

- (a) TFN shall, within 30 days after such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Article 3 which corresponds with the portion of the Services that was completed to TFN’s satisfaction before termination of this Agreement; and

- (b) the Contractor must, within 30 days after such termination, repay to TFN any paid portion of the fees and expenses described in Article 3 which corresponds with the portion of the Services that TFN has notified the Contractor in writing was not completed to TFN's satisfaction before termination of this Agreement.

2.3 Payment by TFN of the amount described in section 2.2(a) discharges TFN from all liability to make payments to the Contractor under this Agreement.

2.4 The following events of default will justify immediate termination of this Agreement without any notice or payment in lieu of notice:

- (a) an order is made for winding up the Contractor or the Contractor is dissolved;
- (b) the Contractor ceases to operate;
- (c) the Contractor is in breach of any term of this Agreement;
- (d) the Contractor has made materially false or misleading representations or statements, or provided materially false or misleading information to TFN;
- (e) in the opinion of TFN, the Contractor has failed to proceed diligently with the Services, including, but not limited to, failure to meet timelines stipulated in this Agreement, except where such failure is due to causes which, in the opinion of TFN, are beyond the control of the Contractor; or
- (f) in the opinion of TFN, there is a material adverse change in the Contractor's ability to perform the Services.

ARTICLE 3 – COMPENSATION

3.1 TFN agrees to compensate the Contractor for the Services [in the amount of \$[amount] [specify whether tax is included or not]/OR [as set out in Schedule B to this Agreement], payable when the Services have been completed to the satisfaction of the Manager.

3.2 Upon completion of the Services, the Contractor shall provide an invoice for the Services to the Manager, containing sufficient details to describe the Services covered by the invoice, instructions for electronic payment, and such other information as the Manager may reasonably require.

ARTICLE 4– CONFIDENTIALITY AND PROPRIETARY RIGHTS

4.1 All information relating to the provision of the Services, all data, designs and other information furnished by TFN and all other information relating to or in any way

connected to TFN's affairs or the provision of Services which is not in the public domain shall be considered "Confidential Information".

4.2 During and after the Term of this Agreement, the Contractor shall not disclose the Confidential Information of TFN to any person, except to those of its directors, officers, employees and contractors as is necessary in order to perform the Services, and provided such persons are bound by confidentiality obligations no less stringent than those contained herein, without the prior written consent of TFN's Chief Administrative Officer. The Contractor will be liable for any breaches of this Section 4.2 by its directors, officers, employees and contractors.

4.3 TFN holds every proprietary right in and to all documents prepared by the Contractor in connection with the Services. The Contractor acknowledges that all information obtained during the Term of this Agreement, including raw data, is the property of TFN, shall be returned to TFN upon demand, and shall not be disclosed to any third party.

4.4 This Article 4 survives the termination of this Agreement.

ARTICLE 5 – INDEPENDENT CONTRACTOR/ INDEMNITY

5.1 The relationship between TFN and the Contractor is intended to be, and is to be construed as, that of independent contracting parties only and not that of employment, partnership, joint venture, agency or any other relationship whatsoever.

5.2 The Contractor shall pay all required taxes and other remittances to governmental agencies including WorkSafe BC and, on demand by TFN, shall produce proof of such payment.

5.3 The Contractor shall indemnify and save TFN, its elected and appointed officials, representatives, agents and employees, its subsidiaries, and its subsidiaries' directors, officers, representatives, agents and employees harmless from and against all claims, losses, damages, liabilities, fines or expenses (including reasonable legal fees) arising out of or resulting from the performance of the Services. This Section 5.3 survives the termination of this Agreement.

ARTICLE 6 – INSURANCE

6.1 The Contractor shall provide, maintain and pay for and require any subcontractors to provide, maintain and pay for the following insurance until all of the Contractor's obligations under this Agreement have been fulfilled:

- (a) Comprehensive General Liability insurance protecting the Contractor and their respective representatives, servants, agents or employees against damages arising from bodily injury (including death) and claims for property damage (including damage to property of TFN and loss of use) which may arise directly or indirectly out of the operations of the

Contractor, its subcontractors, representatives, servants, agents or employees under this Agreement. Such insurance shall be for an adequate amount which shall be not less than two million dollars (\$2,000,000) inclusive of any one occurrence and shall name TFN, its elected and appointed officials, officers, employees, volunteers, agents, subsidiaries and the directors, officers, employees, volunteers and agents of its subsidiaries as additional insureds with respect to the Services.

This Comprehensive General Liability policy shall expressly state that it is primary as to any other insurance available to TFN (solely with respect to liability arising in connection with the Services) and non-contributory. This insurance shall include a cross liability clause and shall cover: liability for premises and operations; all liability arising out of products, whether manufactured or supplied by the Contractor and completed operations; broad form property damage; blanket written contractual liability; unlicensed mobile equipment; operation and use of machinery attached to licensed vehicles; non-owned automobile liability; contingent employers' liability; employees of others hired or on loan by the Contractor or on loan to the Contractor as insured; sudden and accidental pollution; and all liability assumed by the Contractor under this Agreement.

This insurance shall contain a waiver of subrogation against TFN, its elected and appointed officials, officers, employees, volunteers, agents and subsidiaries and the directors, officers, employees, volunteers and agents of its subsidiaries.

- (b) Automobile Liability insurance on all licensed vehicles owned by or leased to the Contractor protecting the Contractor against damages arising from bodily injury (including death) and from claims for property damage arising out of their use in the operations of the Contractor, its servants, agents or employees under this Agreement. Such insurance shall be for an adequate amount which shall be not less than two million dollars (\$2,000,000) inclusive of any one accident.
- (c) Contractor's Equipment insurance covering all equipment owned or rented by the Contractor, its servants, agents or employees against all risks of loss or damage with coverage sufficient to allow for the immediate replacement of such equipment as is damaged or destroyed. This insurance shall contain a waiver of subrogation against TFN, its elected and appointed officials, officers, employees, volunteers, agents, subsidiaries and the directors, officers, employees, volunteers and agents of its subsidiaries.
- (d) Cyber Liability insurance covering first and third party privacy and data breaches, such insurance policy to be in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) for any one claim, and in the

annual aggregate, or other such amount as agreed by TFN and the Contractor and confirmed in writing. This insurance shall contain a waiver of subrogation against TFN, its elected and appointed officials, officers, employees, volunteers, agents, subsidiaries and the directors, officers, employees, volunteers and agents of its subsidiaries.

6.2 All insurance required under this Agreement shall be placed with insurers which are satisfactory to TFN, licensed and approved by the Province of British Columbia, and of current investment grade. All such insurance shall provide that the coverage may not be cancelled without the insurer giving at least thirty (30) days' prior written notice to TFN. Before commencing any work and thereafter from time to time as reasonably required by TFN, the Contractor shall provide TFN with insurance certificates or other similar evidence satisfactory to TFN that the insurance required under this Agreement is in force.

6.3 The Contractor shall ensure that all its subcontractors carry insurance in the form and limits described above.

6.4 The Contractor, and not TFN, shall be responsible for any deductible that may apply in respect of any of the insurance policies described above.

6.5 If, at any time, the Contractor becomes aware of a claim or potential claim in connection with the Services against any insurance policy described above, then the Contractor will immediately advise TFN in writing of such claim, including particulars.

6.6 The limits of insurance specified in this Agreement in no way define or limit the obligation of the Contractor to indemnify TFN in the event of a loss.

ARTICLE 7 – TFN BUSINESS LICENSE

7.1 The Contractor shall obtain a business licence, at its own expense, as required by the Tsawwassen First Nation Business Licence Regulation.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

8.1 The Contractor represents and warrants that:

- (a) it has the skill, expertise and experience to perform the Services;
- (b) it is a duly formed, validly subsisting company, in good standing under the laws of British Columbia;
- (c) it has the power and authority to enter into this Agreement and to perform all its obligations under this Agreement, and has taken or obtained all the necessary or appropriate actions, authorizations or permissions to do so;

- (d) it has not knowingly entered into any contract, arrangement or understanding with any other entity or person, and will not do so during the Term, that does or may impair or diminish its ability to fully perform, be responsible for, and meet all obligations and liabilities set forth in this Agreement;
- (e) it has no pending or anticipated litigation, action or proceeding before any court, tribunal or person relating to any matter or thing that may affect its ability to perform all its obligations under this Agreement; and
- (f) it has, and will fully maintain at its own cost, all the necessary and appropriate authorizations and permissions, including any licenses, assignments, copyrights, patents and technical data, to perform all its obligations under this Agreement.

ARTICLE 9- GENERAL

9.1 This Agreement constitutes the entire agreement between the parties with respect to the Services, and any and all previous agreements, whether written, oral, expressed, or implied, made between the parties or on their behalf relating to the Services, are hereby terminated and cancelled and each of the parties releases and forever discharges the other of and from all manner of actions, claims and demands whatsoever, under or in respect of any such agreement.

9.2 The Contractor shall not assign or subcontract this Agreement or any part thereof without prior written consent of TFN. If TFN consents to any assignment or subcontracting, the Contractor shall cause the assignee or subcontractor to comply with all of the terms and conditions set forth in this Agreement. Notwithstanding that TFN may in writing consent to any such assignment or subcontracting, the Contractor will remain liable for the performance of its duties and obligations under this Agreement and all of the representations, warranties, covenants and indemnities given and set forth in this Agreement as if no such assignment or subcontracting had been made.

9.3 This Agreement shall bind the parties, and their respective successors, administrators, and permitted assigns.

9.4 A Party's failure or delay in exercising any right or remedy under this Agreement is not a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or any other.

9.5 All notices under this Agreement must be in writing and delivered or emailed in accordance with this Section 9.5. The addresses for delivery are provided on the first page of this Agreement and the addresses for email are as follows, in each case, unless and until a party gives notice of another address for delivery or email:

- (a) to TFN: **crobinson@tsawwassenfirstnation.com**, with a copy to: **contractnotices@tsawwassenfirstnation.com**; and
- (b) to the Contractor: **[Insert Contractor's email address]**.

A notice will be deemed to be received: (i) if delivered on a business day, on receipt; (ii) if sent by email before 3:00 p.m. (Pacific time) on a business day, on that business day; or (iii) if sent by email on or after 3:00 p.m. (Pacific time) on a business day or on a day that is not a business day, on the next business day.

9.6 Any modification to this Agreement must be in writing and signed by the parties or it shall have no effect and shall be void.

9.7 Time is of the essence in this Agreement.

9.8 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall not affect the other provisions of this Agreement, but such invalid or unenforceable provision shall be modified to the extent necessary to render it valid and enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement.

9.9 The headings used in this Agreement are for convenience only and are not to be construed in any ways as additions or limitations of the covenants contained in it.

9.10 This Agreement may be executed in any number of counterparts and transmitted electronically and if so executed will be as effective as if the parties had delivered an executed original agreement.

9.11 This Agreement shall be construed in accordance with the laws of British Columbia.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

The Contractor:

Per: Authorized Signatory

Name:

Title:

Tsawwassen First Nation:

Per: Callum Robinson

Manager of Communications and Engagement

Per: Kim Baird

Chief Administrative Officer

SCHEDULE A

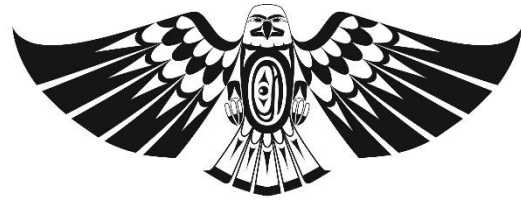
DESCRIPTION OF SERVICES

[TO BE COMPLETED UPON AWARD]

SCHEDULE B
COMPENSATION

[TO BE COMPLETED UPON AWARD]

APPENDIX B



scəwáθən məsteyəx^w

TSAWWASSEN FIRST NATION

Tsawwassen First Nation

Procurement Policy (2022)

Date Enacted: April 26, 2022

Order Number: O.037-2022

Last Amended: May 15, 2023

Order Number: O.036-2023

X

Kim Baird
Interim Chief Administrative Officer

Table of Amendments

Section(s) Amended	Date	Order number	Come Into Force Date
This Policy replaces the Procurement Policy (2010)	26/04/2022	O.037-2022	26/04/2022
Schedule A amended	15/05/2023	O.036-2023	15/05/2023

1. Authority.....	1
2. Definitions.....	1
3. Purpose	2
4. Application.....	2
5. Principles	2
6. Conflicts of Interest	3
7. Purchasing Process	3
8. Member Suppliers List	5
9. Evaluation Criteria	5
10. Preferential Treatment	6
11. Indebted Suppliers.....	8
12. Administration of Contracts	8
Schedule A.....	9

1. Authority

This Procurement Policy (this “**Policy**”) is established pursuant to section 7(1) of the *Financial Administration Act*, which permits the TFN Executive Council to establish policies and procedures on any matter relating to the financial administration of TFN.

This Policy replaces the Tsawwassen First Nation Procurement Policy that was approved on February 17, 2010.

2. Definitions

In this Policy

- a) “**Bid**” means a quotation, proposal, expression of interest or tender submitted by a Supplier in response to a Call.
- b) “**Bid Price**” means the total price for the goods and/or services in a Bid.
- c) “**Call**” means any request or invitation by TFN or a TFN Related Entity, whether formal or informal, public or non-public, for a Bid, including without limitation, requests for quotations, requests for proposals, requests for expressions of interest and invitations to tender.
- d) “**Direct Award**” means a purchasing process where a contract is awarded to a Supplier without issuing a Call.
- e) “**Member**” means an individual who is enrolled as a member of TFN in accordance with the *TFN Membership Act*.
- f) “**Pre-Qualified Member Business**” means a Supplier that is more than 25% owned by one or more Members and qualifies for the preferential treatment described in Section 10 of this Policy in accordance with TFN’s procedures at the time.
- g) “**Public Call**” means a Call that is publicly advertised in the TFN Community Notice and such other forum(s) as staff determine.
- h) “**TFN Related Entity**” means any entity wholly-owned by: (i) TFN; (ii) an entity wholly-owned by TFN; (iii) TFN and one or more TFN Related Entity(ies); or (iv) one or more TFN Related Entity(ies). TFN Related Entity also includes the TFN Community Housing Society and the Tsawwassen First Nation Trust Society.
- i) “**Supplier**” means a supplier of goods or a provider of services.
- j) “**Total Price**” means the estimated total price payable for all goods and services under a contract over the term of the contract (but not including taxes payable and not including

options to purchase additional goods or services). Where multiple purchases are expected to be made by a Department from a Supplier, the calculation of Total Price shall include the anticipated Total Price of all purchases from that Supplier during TFN's fiscal year.

- k) **“Tsawwassen Government”** means the government of TFN as referred to in clause 2 of Chapter 16 [*Governance*] of the TFN Final Agreement.
- l) **“TFN”** means Tsawwassen First Nation.

3. Purpose

The purpose of this Policy is to guide decisions relating to the purchase of goods and services by TFN. It sets out the principles and processes that the TFN Executive Council has approved for making procurement decisions. This Policy is intended to be public, and to provide for transparency and accountability.

4. Application

This Policy applies to elected officials, TFN staff, and any other persons with authority to conduct procurement activities on behalf of TFN or a TFN Related Entity. This Policy applies to all types of procurement.

It is the responsibility of all staff to be aware of and abide by this and other applicable financial policies. Failure to follow TFN policy may be grounds for disciplinary action up to and including dismissal. Any questions of interpretation should be directed to the TFN Chief Administrative Officer, TFN General Counsel or the TFN Director of Finance.

5. Principles

The following section outlines high-level principles that are intended to guide TFN procurement decisions. Many of these principles are supported by the following requirements found in the TFN *Members' Guarantee Act* or the TFN *Constitution Act*:

- Tsawwassen Government is to make best efforts to improve the quality of life for all the Members of TFN.
- Tsawwassen Government will provide support to business enterprises of individual Tsawwassen Members.
- Tsawwassen Government will not favour Tsawwassen Government business projects over individuals' projects.

- Tsawwassen Government will manage all Tsawwassen lands and resources on a sustainable basis and will take reasonable measures to protect the natural environment and to develop a green economy.

5.1. Goods and services shall be acquired according to the following principles:

- 5.1.1. **Planning.** Goods and services should be acquired after consideration of needs, alternatives, timing and availability of funds.
- 5.1.2. **Value.** Purchases will balance quality and cost-effectiveness. Where possible, efficiencies should be sought.
- 5.1.3. **Fairness.** The process by which Suppliers compete for TFN business will be open, fair and consistent.
- 5.1.4. **Sustainability.** Purchases shall be sustainable – economically, environmentally and socially. TFN is committed to using environmentally sustainable and fair trade/ethical goods and services where possible.
- 5.1.5. **Community.** Where relevant, purchases should benefit Members (individually or the community as a whole).

6. Conflicts of Interest

Procurement decisions made pursuant to this Policy are subject to the TFN *Conflict of Interest Act*. A public official exercising their authority under this Policy must follow the requirements of the *Conflict of Interest Act*, including: (1) disclosing the particulars of a real or apparent conflict of interest; and (2) abstaining from discussing or making a procurement decision where they are in or may appear to be in a conflict.

7. Purchasing Process

This section sets out competition and other requirements based on the expected dollar value of the purchase. The method of procuring goods and services will be competitive where practicable, based on the dollar value and nature of the purchase, to ensure that the administrative costs of a competitive process is proportionate to the benefit derived from a competitive process.

7.1. Call Requirement. A Call must be issued for all purchases, except in the circumstances described in Section 7.4, and a Public Call must be issued for all purchases with an expected Total Price over \$75,000. Staff will endeavour to obtain a minimum of three Bids, where practicable.

7.2. Call Contents. All Calls must reference this Policy and indicate that the evaluation criteria in Section 9 of this Policy and the preferential treatment described in Section 10 of this Policy will be applied in the evaluation of Bids.

7.3. Member Suppliers List. Where a Public Call is not required by this Policy, staff are required to seek Bids from Suppliers on the Member Suppliers List (described in Section 8 of this Policy) that have the necessary qualifications.

7.4. Direct Award. Notwithstanding Section 7.1, a Call is not required in the following circumstances:

7.4.1. catering purchases with an expected Total Price of less than \$1,500 or all other purchases with an expected Total Price of less than \$5,000;

7.4.2. if there is a genuine emergency which requires the immediate purchase of goods and/or services to prevent injury, damage or further damage or to restore or maintain minimum service, a Call is not required, provided the purchase is made with such competition as is practical in the circumstances; or

7.4.3. if, in respect of purchases with an expected Total Price of less than \$75,000, the TFN Director of Finance (or in respect of a purchase by the Finance Department, the TFN General Counsel) or, in respect of purchases with an expected Total Price of \$75,000 or greater, the TFN Executive Council:

7.4.3.1. determines that there is only one Supplier reasonably available;

7.4.3.2. approves a written business case for not putting out a Call;

7.4.3.3. determines that there is a time constraint which reasonably limits the ability to put out a Call;

7.4.3.4. determines that the goods and/or services being sought are of a specialized or confidential nature that it would be impractical or disadvantageous to put out a Call;

7.4.3.5. approves the sole source purchase of second hand goods; or

7.4.3.6. approves the sole source purchase in order to build Member experience, provided the expected Total Price is less than \$25,000.

7.5. Form of Contract. Where practicable, TFN's standard form of contract must be used. If a Supplier requests a different form of agreement or an amendment to TFN's standard form of contract, then the TFN Legal Department may approve a different form or amendment.

8. Member Suppliers List

Tsawwassen Government will maintain a list of Suppliers that have registered with TFN, as either being more than 25% owned by Members or as having more than 25% Member employees, to ensure that those Suppliers are provided the opportunity to supply goods or services to TFN, even when a Public Call is not issued. The Member Suppliers List will be made accessible to every Manager and Director of each TFN Department. In circumstances where a Public Call is not required by this Policy, staff are required to seek Bids from Suppliers on the Member Suppliers List that have the necessary qualifications.

Tsawwassen Government is not responsible for ensuring the completeness of the Member Suppliers List; Suppliers are encouraged to contact the TFN Manager of Economic Development by email at info@tfnedc.com to be added to the list, noting the following information:

- name of the Supplier;
- percentage of the Supplier's Member ownership (if applicable);
- percentage of the Supplier's total employees that are Members (if applicable); and
- description of qualifications held by the Supplier.

Suppliers are responsible for contacting the TFN Manager of Economic Development if there is any change in the foregoing information.

9. Evaluation Criteria

9.1. The following general criteria apply in the evaluation of all Bids:

9.1.1. **Cost.** The cost of each purchase will be considered.

9.1.2. **Experience.** The reputation and experience of each Supplier will be considered.

9.1.3. **Schedule of Deliverables.** Each Supplier's proposed schedule for deliverables will be considered, to ensure that the delivery of agreed upon goods or services meets the required timing.

9.1.4. **Community Benefits.** Consideration will be given to whether a purchase will provide benefits to Members (individually or to the community as a whole).

9.1.5. **Environmental Impact.** The environmental impact of each purchase will be considered, if applicable.

9.1.6. **Public Health.** The potential public health impact of each purchase will be considered, if applicable.

9.2. Best Value. Bids will be evaluated to determine the Bid which is most advantageous to TFN. TFN may exercise discretion in selecting the Bid with the best value.

9.3. Additional Criteria. Calls must specify any additional criteria that will be considered in the evaluation of a Bid. If the Call is an invitation to tender, it must set out all evaluation criteria that will apply.

10. Preferential Treatment

To advance TFN's policy objectives and to fulfill the Tsawwassen Government's obligations under the TFN *Members' Guarantees Act* and the TFN *Constitution Act*, the preferences set out below will be applied in the evaluation of all Bids, provided that a Supplier indicates in its Bid that it satisfies the criteria to receive the applicable preference.

10.1. Onus on Suppliers. Suppliers should indicate in their Bid which (if any) criteria described in this Section 10 they satisfy and provide such supporting information as will allow for verification under Section 10.2.

10.2. Verification. The Manager or Director of the relevant department will conduct such review as is reasonable in the circumstances to verify that the relevant criteria are satisfied prior to applying a preference in the evaluation of Bids.

10.3. Member Ownership. Suppliers that are Pre-Qualified Member Businesses will receive a deduction from their Bid Price, as set out in the following table:

Member Ownership	Deduction
<ul style="list-style-type: none">>25%-50% Ownership	2.5% deduction from Bid Price
<ul style="list-style-type: none">>50%-75% Ownership	5% deduction from Bid Price
<ul style="list-style-type: none">>75%-100% Ownership	7.5% deduction from Bid Price

10.4. TFN Ownership. Suppliers that are more than 25% owned by TFN (including by TFN Related Entity(ies) or by TFN and TFN Related Entity(ies)) will receive a deduction from their Bid Price, as set out in the following table:

TFN Ownership	Deduction
<ul style="list-style-type: none">>25%-50% Ownership	2.5% deduction from Bid Price
<ul style="list-style-type: none">>50%-75% Ownership	5% deduction from Bid Price

<ul style="list-style-type: none"> • >75%-100% Ownership 	7.5% deduction from Bid Price
--	-------------------------------

10.5. Member Employment. Suppliers with more than 25% Member employees will receive a deduction from their Bid Price, as set out in the following table:

Member Employment	
<ul style="list-style-type: none"> • >25%-50% of employees 	2.5% deduction from Bid Price
<ul style="list-style-type: none"> • >50%-75% of employees 	5% deduction from Bid Price
<ul style="list-style-type: none"> • >75%-100% of employees 	7.5% deduction from Bid Price

10.6. TFN Endorsement. Suppliers that are on TFN Economic Development Corporation’s list of endorsed Suppliers will receive a 1.5% deduction from their Bid Price. For certainty, this is not the same as the Member Suppliers List described Section 8 of this Policy.

10.7. TFN or Member Subcontracting. If a Supplier subcontracts to or purchases from a business that is more than 25% owned by TFN or is a Pre-Qualified Member Business, and all other criteria are comparable in the evaluation of the Bids submitted, then that Supplier may be selected over a Supplier that is not in another preferred Supplier category described in this Section 10 and over a Supplier in the preferred Supplier category described in Section 10.8.

10.8. Indigenous Community. If a Supplier has any affiliation with an Indigenous community other than TFN and all other criteria are comparable in the evaluation of the Bids submitted, then that Supplier may be selected over a Supplier that is not in another preferred Supplier category described in this Section 10.

10.9. Multiple Preferences. For certainty, if a Supplier satisfies the criteria to receive more than one preference referenced above, then that Supplier will receive each preference that it qualifies for, up to the applicable maximum deduction set out in Section 10.10.

10.10. Maximum Deductions. The following table sets out the maximum deductions from a Bid Price that are possible under this Policy:

Bid Price	Maximum deduction
\$0 - \$25,000	12.5% deduction

\$25,001 - \$250,000	10% deduction
\$250,001 - \$1,000,000	7.5% deduction
\$1,000,001 +	7.5% deduction to a maximum of \$100,000

10.11. Examples. Schedule A to this Policy sets out examples of the application of the preferences outlined in this Section 10.

11. Indebted Suppliers

11.1. Indebted Supplier Exclusion. If a Supplier is indebted to TFN for an amount greater than \$5,000 for 90 days or longer at the time their Bid is submitted, then such Supplier's Bid will not be considered.

11.2. Set-Off. If a Supplier that is indebted to TFN and is not disqualified under Section 11.1 is awarded a contract, then TFN will set-off 25% of the value of the contract against that Supplier's debt. The Chief Administrative Officer may approve of a reduction of the debt set-off if the Supplier has provided acceptable written documentation showing that their margins are insufficient to cover the debt repayment, but may not reduce the set-off to less than 10%.

12. Administration of Contracts

The Manager or Director of the relevant TFN Department will have the primary responsibility for the administration and enforcement of each contract that Department enters into in connection with the procurement of goods and/or services, including ensuring that the provision of the good and/or service being supplied is satisfactory.

Schedule A

Examples of Application of Preferential Treatment provisions (Section 10)

Suppliers:

- 1) Supplier A – 76% of employees are Members
- 2) Supplier B – Pre-Qualified Member Business that is 51% Member owned and 80% of employees are Members
- 3) Supplier C – Pre-Qualified Member Business that is 100% Member owned
- 4) Supplier D – 50% TFN owned
- 5) Supplier E – Affiliated with an Indigenous community
- 6) Supplier F – Subcontracts to a Pre-Qualified Member Business
- 7) Supplier G – Does not meet preferential treatment criteria

Example 1:

Suppliers A, B and D submit Bids. Bids are equal on all criteria.

	Supplier A	Supplier B	Supplier D
Initial Bid Price	\$100,000	\$100,000	\$100,000
Deduction	(\$7,500)	(\$10,000)	(\$2,500)
Final Bid Price (for purpose of evaluation only)	\$92,500	\$90,000*	\$97,500
Notes	7.5% deduction for >75% Member employees	Criteria met for 12.5% deduction (5% for 51% member owned and 7.5% for >75% Member employees) but maximum for \$100,000 contract is 10%	2.5% deduction for ≥50% TFN owned

*Supplier B is awarded the contract for \$100,000.

[Amended by Order number O.036-2023]

Example 2:

Suppliers C, E and G submit Bids. Bids are equal on all criteria other than cost.

	Supplier C	Supplier E	Supplier G
Initial Bid Price	\$1,500,000	\$1,002,000	\$1,000,000
Deduction	(\$100,000)	No deduction	No deduction
Final Bid Price (for purpose of evaluation only)	\$1,400,000	\$1,002,000*	\$1,000,000
Notes	Criteria met for 7.5% deduction (for >75% Member owned) but maximum for \$1,500,000 Bid Price is 7.5% to a maximum of \$100,000)	Since Supplier E's Bid is comparable with Supplier G's Bid, Supplier E may be selected over Supplier G (since Supplier G is not in another preferred Supplier category).	

*Supplier E is awarded the contract for \$1,002,000

Example 3:

Suppliers E, F and G submit Bids. Bids are equal on all criteria other than cost.

	Supplier E	Supplier F	Supplier G
Initial Bid Price	\$149,000	\$150,000	\$149,000
Deduction	No deduction	No deduction	No deduction
Final Bid Price (for purpose of evaluation only)	\$149,000	\$150,000*	\$149,000
Notes		Since Supplier F's Bid is comparable with Supplier E and Supplier G's Bid, Supplier F may be selected (since Supplier G is not in another preferred Supplier category and Supplier E is a preferred Supplier described in Section 10.8 of this Policy).	

*Supplier F is awarded the contract for \$150,000

APPENDIX C



Tsawwassen First Nation

**REQUEST FOR QUOTATIONS
RFQ No. C&E2026-01
WEBSITE REDESIGN**

Quotations will be received on or before 14:00 Hrs (PST) on
Friday, May 15, 2026

INSTRUCTIONS FOR QUOTATION SUBMISSION

Quotation submissions are to be consolidated into one PDF file and emailed to
crobinson@tsawwassenfirstnation.com

QUOTATION SUBMISSION FORM

Complete and return this Quotation Submission Form

Submitted by: _____
(company name)

Proponents are to provide as much information as possible when replying to each point throughout the Quotation Submission Form. Further to Section 5(e) of the RFQ, Proponents are welcome to include additional pages to their Quotation as needed.

Proponents **MUST** identify any specific requirements with which they are unwilling or unable to comply.



1. CORPORATE PROFILE

Proponent is to state how many years they have been in business and organizational history (e.g. mission, vision, corporate directions, years in business, etc.)

2. EXPERIENCE, CAPABILITIES AND CAPACITY

Proponent is to provide a narrative as to their experience and capabilities in delivering services similar to those requested in this RFQ:

Proponent is to provide a narrative as to their capacity to take on the Contract with respect to manpower and other contracts that may affect their ability in delivering the Services:

3. KEY PERSONNEL & QUALIFICATIONS

The following are the Proponent's senior staff proposed for this project.

Item	Name	Position	Years with company/ Years total experience	Qualifications
1.				
2.				
3.				
4.				

4. TFN PROCUREMENT POLICY SECTION 10 CRITERIA

Proponent should indicate which (if any) criteria described in Section 10 of the TFN Procurement Policy they satisfy and provide such supporting information as will allow for verification under Section 10.2.



5. PRICE

Please attach a budget and cost breakdown.

6. REQUESTED DEPARTURES – CONTRACT

The Proponent has reviewed the TFN Services Agreement and TFN Procurement policy. I/We would be prepared to enter into that contract, amended by the following departures (list, if any):

--

7. NON-COMPLIANCE

Fully describe any deviations to TFN’s specifications and requirements outlined in this RFQ that the Proponent is unable to comply with.

--

8. CONFLICT OF INTEREST DECLARATION

Proponents shall disclose any actual or potential conflicts of interest and existing business relationships it may have with TFN, their elected or appointed officials or employees:

--

9. EXPERIENCE AND REFERENCES

Proponents shall be competent and capable of performing the services requested. Please provide examples of service contracts of similar size, scope, and complexity that your firm has successfully delivered.

Year Started	
Year Completed	
Description of Contract	
Company	
Contact Person	
Telephone and Email	
Contract Value	



scəwəθən məsteyəx^w

TSAWWASSEN FIRST NATION

Year Started	
Year Completed	
Description of Contract	
Company	
Contact Person	
Telephone and Email	
Contract Value	

Year Started	
Year Completed	
Description of Contract	
Company	
Contact Person	
Telephone and Email	
Contract Value	

10. ADDENDA

We acknowledge receipt of the following Addenda related to this Request for Quotations and have incorporated the information received in preparing this Quotation:

Addendum No.	Date Issued

11. AUTHORIZATION

We hereby submit our Quotation for the services as specified and undertake to carry out the work in accordance with all applicable laws.

We agree to the rules of participation outlined in this RFQ and should our Quotation be selected, we will accept TFN's form of Services Agreement.

The signature is an authorized person of the organization and declares the statements made in this submission are true and accurate.

For the purpose of this RFQ submission, electronic signatures will be accepted.

Proponent Name:	
Address:	
Phone:	
GST Registration No.:	
Project Contact: Name and Title of Individual <i>for communication related to this RFQ</i> (please print)	
Contact Email:	
Name & Title of Authorized Signatory: (please print)	
	Signature:
Date:	