



Request for Proposal

Comprehensive Community Plan Review and Update

RFP-2019-16 – CCP Review and Update

Issue date: November 27, 2019

Closing date and time: 2:00pm PST on January 03, 2020

Proposals received after the Closing Date may be rejected.

Proponents are requested to deliver and ensure proposals are received and time/date stamped.

Mail / Courier	Electronic (preferred)
Westbank First Nation 515 – Highway 97 South, Kelowna BC, V1Z3J2 Attention: Purchasing (See instructions below)	Electronic copies of the RFP may be submitted to: Purchasing@WFN.ca The subject line must contain the following: Response to RFP-2019-16 – CCP Review and Update (See instructions below)
Fax Responses Will Not Be Accepted	

Community. Leadership. Pride.

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Section 1 – Instruction to Proponents

This section defines the proposal preparation and submission procedures that are to be followed by all Proponents. Proponents are cautioned to carefully read and follow the procedures required by this proposal, as any deviation from these requirements may be cause for rejection. In this Request for Proposal (“RFP”), Westbank First Nation is referred to as “WFN”.

1. Request for Proposal Summary

WFN is requesting proposals from qualified consulting firms to lead the review and update of WFN’s Comprehensive Community Plan (CCP). This particular review and update is a mandated change to the CCP that occurs every five years. This will be the second large change to the CCP since its creation in 2010.

The purpose of this particular update is to improve usability and fit within WFN planning framework, strengthen sustainability, enhance cultural elements, improve on-going engagement, support long-range planning by understanding relevant trends, link to housing strategy, recognize the Local Government Act, and effectively manage and integrate the planning process.

2. Confirmation Form

Proponents are required to complete and email the attached Confirmation Form to purchasing@wfn.ca upon receipt of this RFP. All subsequent information regarding this RFP, including changes made to this document, will be directed to Proponents who returned the Confirmation Form.

Failure to respond may be interpreted as an expression of non-interest. If WFN does not receive confirmation forms from three (3) consecutive RFPs, WFN may exclude the unresponsive Proponent from WFN’s list of Proponents.

3. Proposal Closing and Submission Instructions

- A. The closing date for this Request for Proposal is January 03, 2019 at 2:00 PM PST, based upon WFN’s Time Clock (the “Closing Date”).
- B. Proposals received after the deadline may be rejected.
- C. WFN requests that proposals be delivered by the following method:
 1. Electronically

Proponents are requested to remit one (1) copy of their proposal electronically in Adobe or Microsoft format via e-mail to purchasing@wfn.ca and are to clearly identify the complete RFP number and name in the e-mail subject line of their the submission, provided that;

- i. If Proponent's response submission exceeds ten (10) MB of file size, the proposal must contact purchasing@wfn.ca to make alternative arrangements (EG.: flash drive, digital disc, Sharefile, FTP site, etc.)
 - ii. WFN will NOT accept responsibility for a failed or incomplete transmission of a proposal, etc.
 - iii. WFN will NOT accept alterable forms of electronic transmissions.
2. Fax Proposals will **NOT** be accepted
 3. Hardcopies are acceptable, but electronic copies are preferred.

Please ensure all hardcopies of proposals are delivered during normal operating hours: Weekdays 8:30 AM to 4:30 PM (before 2:00 PM on the Closing Date), in an envelope

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identified with the name and address of the Proponent, addressed to Westbank First Nation, WFN, Attn: Purchasing; with the RFP number and Closing Date clearly identified on the outside of the package to the following address:

Westbank First Nation
101 - 515 Highway 97 South, Kelowna, BC
V1Z3J2
Attn: Purchasing

4. How to Submit your Proposal

Proponents are requested to complete and return all the following by proposal closing time:

1. Westbank First Nation Proposal Form contained in Section 6 of this RFP;
2. Deliverables described in Section 3-9 of this RFP;
3. References contained in Section 5 of this RFP;
4. Any appendices, if requested; and
5. Additional Information, requested, not required (Section 7).

Proponents are not required to return sections containing the general and specific terms and conditions of this RFP, as applicable.

5. Submission Conditions

- A. Proponents' must ensure receipt of a complete set of documents as listed by the page numbers. By submitting a proposal, the Proponent verifies its receipt of a complete set of proposal documents, including all addenda.
- B. Any additions or deletions made after 2:00 PM on the RFP Closing Date will not be accepted by WFN.
- C. Proponents must allow sufficient time for the delivery of proposals by the Closing Date and time, based upon WFN's time clock (Pacific Time). Proposals received after proposal closing time may not be accepted and may be destroyed or returned to the Proponent unopened.
- D. Proposals will be opened in a confidential manner after the proposal Closing Date.
- E. Except as provided in the Withdrawal of Proposals clause, proposals are irrevocable and will remain open for acceptance by WFN for a period of sixty (60) calendar days after the Closing Date.
- F. All references made to money in any proposal must be in Canadian funds.
- G. Proposals, rather than tenders, have been requested in order to afford Proponents a more flexible opportunity to employ their expertise and innovation, and thereby satisfy WFN's requirements in a more cost- effective manner. Proposals should be based on the instructions as outlined in this RFP.

6. Requests for Electronic Copy of Request for Proposal

- A. For requests of electronic copies of this Request for Proposal, please contact the WFN Purchasing Manager at (250) 769-4999 or purchasing@wfn.ca, and provide the appropriate RFP number, the name of the Proponent, as well as the Proponent's phone number and email address.
- B. Proponents who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. All improperly altered proposals will be rejected.

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7. Withdrawal of Proposals

The Proponent may withdraw its proposal at any time prior to the Closing Date and time by submitting a written withdrawal letter to the WFN Purchasing Manager, whereupon the proposal will be returned unopened.

8. Clarification

- A. Questions relating to the proposal must be directed to the contact whose names appear below (the "WFN Contact"). The Proponents must not contact or ask questions of the WFN department for which the contract is being procured, unless so directed elsewhere in this document.

Proposal/Technical Inquiries:	Jonathon Mitchell, Purchasing Manager
	Westbank First Nation
	Phone: (250) 769-4999
	purchasing@wfn.ca

- B. The Proponent may submit (in writing and by email (purchasing@wfn.ca)) any questions regarding the specifications, discrepancies, omissions, or any apparent ambiguities to the attention of WFN, before December 16, 2019.
- C. WFN will review the question(s) and, where the information sought is not already clearly indicated, WFN will issue an addendum to all Proponents which such addendum will form part of the contract documents.
- D. Addenda are the only means of verifying, clarifying, or changing any of the information contained in this RFP. No employee or agent of WFN, other than the Purchasing Manager or duly authorized delegate, is authorized to change the content of the Proponents' proposal and/or any addenda. Receipt of all addenda must be acknowledged in the space provided on the Proposal Form.
- E. WFN will not grant requests for individual meetings in person with Proponents to answer any question before the Closing Date or before contract award, unless otherwise indicated in this document.
- F. WFN offices will be closed for winter holidays from December 23, 2019, to January 2, 2020.

9. Ineligibility of Proposals

It is essential that Proponent's proposals thoroughly address and complete each requirement identified in this RFP. Furthermore:

- A. Incomplete proposals may be declared "non-responsive";
- B. Proposals that are improperly signed, conditional, illegible, obscure, or contain material arithmetical errors, erasures, alterations, or irregularities of any kind may be considered invalid;
- C. Where there is a discrepancy, written amounts shall take precedence over figure amounts;
- D. WFN considers there is a real or potential conflict of interest between it and any contractor involved in breach of contract litigation with WFN, and any contractor involved in such litigation is ineligible to submit a bid.

10. Proposal Signing

Proponents must, under the hand of a duly authorized signatory, execute the WFN Proposal Form contained in Section 6. The Proponent's legal name and the capacity in which the

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authorized signatory acts must be confirmed in the proposal. Proposal forms that do not contain an authorized signature may be rejected.

11. Contract Documents

- A. Proponents must identify proposals with the designated proposal number as indicated.
- B. The following list of documents, and any other documents that may be incorporated by agreement of WFN and the Proponent shall comprise the contract documents, which include the following:
 - i. the General Terms and Conditions and Specific Terms and Conditions appearing as part of this document;
 - ii. the Specifications appearing as part of this document;
 - iii. the Proposal Form and RFP Response, as submitted by the Proponent;
 - iv. WFN's standard form of contract and/or purchase order; and
 - v. any addenda issued prior to the closing of this RFP
- C. WFN assumes the Proponents acceptance of the general and specific terms and conditions unless the response clearly indicates otherwise. WFN reserves the right to negotiate, accept or reject Proponents' changes to the general and the specific terms and conditions.
- D. Where the terms and conditions of WFN's standard form of contract conflict with those of any other contract document, the terms and conditions of WFN's standard form of contract will prevail.

12. Taxes

WFN is not subject to Provincial ("PST"), Carbon Tax or Goods and Services Tax ("GST"). Registration numbers are as follows:

GST# BN#105626220 RT0001

PST# 1014-8312

13. Proposal Costs

The Proponent is responsible for all costs incurred in the preparation and delivery of a proposal. For greater clarity, no costs whatsoever associated with the preparation and delivery of a proposal are chargeable to WFN.

14. Limitation of Damages

The Proponent, by submitting a proposal, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal for matters relating to the agreement or in respect of the competitive process. Furthermore, the Proponent, by submitting a proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

15. Liability for Errors

While WFN has made considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents and is not necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions in respect of the matters addressed in the RFP.

16. Compliance

Proponents agree to comply with all laws and regulations affecting this proposal document in any manner and agree to take further steps as may be necessary to effect such compliance. All laws and regulations required to be incorporated in contracts of this character are hereby incorporated by inference.

17. Entire Agreement

The Proponent may be required to sign an agreement with WFN, as set out in the Contract Documents section of this document. That agreement, together with the documents referenced in the Contract Documents section of this RFP, shall be known as the Contract, and will constitute the entire agreement between the parties and supersede all prior verbal negotiations and representations.

18. Acceptance of Proposal

- A. WFN is not bound to award to any Proponent or to the lowest priced qualified Proponent. The awarding of the RFP (if made) will be made upon all the evaluation criteria disclosed in this RFP, and shall be in WFN's sole discretion, based upon the best overall value to WFN.
- B. All proposals are subject to WFN Council approval and funding. Should all proposals received exceed WFN's set budget or not receive WFN Council approval, WFN reserves the right not to accept any proposals.
- C. WFN reserves the right to disqualify from the competitive process, without notice or consultation any Proponent that has failed to meet its contractual obligations to WFN in any prior contract, in WFN's sole opinion. This includes, but is not limited to, situations which the Proponent has committed:
 - i. A breach in a current or prior contract with WFN;
 - ii. Repeated critical or fundamental performance deficiencies without any remedial actions, despite formal notifications from WFN.

19. Right to Reject

- A. WFN, in its sole discretion, reserves the right, upon appropriate investigation and evaluation, to determine to reject any or all proposals received, or to accept any proposals it considers advantageous, based on, inter alia, the following considerations:
 - i. a request for proposals must be cancelled due to budgetary issues that adversely impact WFN's ability to carry on its operations;
 - ii. there is a change in economic circumstances which adversely impact WFN's operations;
 - iii. information becomes available to WFN after the Closing Date which significantly changes the original scope of a request for proposal; or
 - iv. fewer than three (3) proposal responses are received by WFN;
- B. The right is reserved, as the interests of WFN may require, it to reject any or all proposals or to waive any minor irregularity or non-compliant issues in proposal(s) received.

20. Negotiation Privilege

WFN will ensure it has the ability to arrive at a mutually agreeable final contract with a Proponent. Negotiations may be held with the first potential Proponent including, but not limited to, matters such as:

- A. Price adjustments;
- B. Minor changes to scope of work;
- C. Contract details;
- D. Contract payment details; and
- E. Service requirements.

It is not the intent of WFN to allow for new or significantly altered proposals.

If a written contract cannot be negotiated with the Proponent who receives the highest score in the evaluation of the proposals received, WFN reserves the right to terminate negotiations with that Proponent and negotiate a contract agreement with the next highest ranked Proponent, or choose to terminate the RFP process and not enter into a contract with any of the Proponents.

The Proponent acknowledges and agrees that WFN is never contractually (or in any other manner) obligated to any Proponent until a written contract has been duly executed.

21. WFN Member Employment

As outlined in the [Westbank First Nation Purchasing Policy](#), every RFP, Competitive Quotation, and Public Tender must contain and be evaluated using an Adjusted Price Calculation for businesses owned by or employing WFN members.

22. Award of Proposal

WFN Purchasing will notify the successful Proponent(s) and may issue a WFN Contract or purchase order.

Except where stated otherwise herein, the Project Specifications describe what is considered necessary to meet the performance requirements of WFN, and Proponents should bid in accordance with such Project Specifications, or, if the Proponent cannot meet the Project Specifications, the Proponent may offer an equivalent alternative means for WFN's review and consideration which.

If in addition to bidding on goods, materials, equipment and/or services that meet the Project Specifications, if the Proponent wishes to offer an alternative proposal, the alternative proposal shall be submitted separately in the same format as the initial quotation.

Section 2 – General Terms and Conditions

These Terms and Conditions will normally form part of any contract made with a successful Proponent pursuant to this RFP process.

1. Governing Law/Jurisdiction

This RFP shall be governed by and construed in accordance by the laws of Westbank First Nation, Canada and the Province of British Columbia, as applicable. The courts of British Columbia and Canada, as applicable, will have exclusive jurisdiction to determine all disputes and claims arising out of or in any way connected with this RFP.

2. Review

WFN will perform a regular review of the relationship with a successful Proponent to ensure service is satisfactory. If any deficiencies in service or support are encountered, WFN has the option of terminating this contract at any time. The judgment as to those deficiencies is at the sole discretion of WFN.

3. Payment Terms

WFN's payment terms are net thirty (30) days of receipt of the invoice.

WFN offers and encourages the use of electronic funds transfer (EFT) for those with whom it contracts ("Contractors"). Successful Contractors will be presented with an option to initiate an EFT request with their contract documents.

4. Independent Contractor

- A. A successful Proponent is in every case deemed to be an independent Contractor, and neither the successful Proponent, nor its directors, officers, employees, servants or agents are or can be held to be the directors, officers, employees, servants or agents of WFN.
- B. The successful Proponent shall not, in any manner whatsoever, commit WFN to the payment of any money to any third party.
- C. WFN may, from time to time, give such instructions as it considers necessary to the a successful Proponent in connection with the provision of the Services as outlined in Section 3 of this RFP (the "Services"). The successful Proponent shall comply with these instructions, but the successful Proponent will not be subject to the control of WFN with respect to the manner in which such instructions are carried out except in regard to generally applicable WFN standards, policies and guidelines.

5. Subcontractors

- A. Proposals shall include the corporate or other legal name of all subcontractors and sub-consultants proposed to be used in the performance of the Services, with clear indication and descriptions of the Services each to be completed.
- B. The subcontractors and sub-consultants listed in the proposal may not be changed without the written consent from the WFN Contacts

6. Records

- A. A Contractor shall maintain all records and books concerning the Services provided and fees invoiced by the Contractor under this contract made pursuant to this RFP.

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- B. A Contractor shall maintain all records and books, together with all relevant documents and materials, for the duration of such contract, including any and all renewals of this such contract, for seven (7) years (or such other statutorily-required duration) following the completion or termination of this contract.
- C. When requested by WFN, a Contractor shall make available all books and records, together with the supporting or underlying documents and materials, to WFN for inspection, audit, or reproduction by its employees and/or subcontractors or authorized representatives, during normal business hours at the Contractor's office or place of business. The Contractor shall not charge WFN any fee for the cost of reproduction of records required under this contract.
- D. WFN may, at any time during the term of such contract, audit all the Contractor's accounting records and books concerning Services provided under such contract, including any and all documents and other materials, in whatever form they may be kept, upon which the accounting records and invoices are based.
- E. Upon receipt of a request from WFN, a Contractor shall, within two (2) business days, give WFN full access to the Contractor's complete file relevant to the contract arising from this RFP.

7. Advertising, Publication or Solicitation

- A. A successful Proponent shall not advertise its relationship with WFN, or use WFN's name or any content of the contract arising from this RFP in any advertising, mailing list or publication, written or verbal, except with the written consent of WFN.
- B. Any use or reference by a successful Proponent to this RFP to promote, solicit, or disseminate information regarding the details of the contract arising from this RFP is prohibited except as allowed in this section.
- C. If WFN, in its sole discretion, determines that the use of the phrase noted in part A of this section is inappropriate, or may in any way cause harm to WFN or its reputation, WFN may in writing direct a successful Proponent to cease using any reference to WFN in its advertising, or may terminate the contract arising from this RFP, or both.

8. Confidentiality and Freedom of Information

- A. A successful Proponent will treat as confidential, and except insofar as such publication, release or disclosure is necessary to enable the successful Proponent to fulfill its obligations under the contract arising from this RFP will not, without the prior written consent of WFN, publish, release or disclose or permit to be published, released or disclosed, any information supplied to, obtained by, or which comes to the knowledge of a successful Proponent as a result of the contract arising from this RFP except as required by law (the "Information"). In such instances, the successful Proponent shall advise WFN prior to disclosing the Information.
- B. Any Information or records retained by the successful Proponent should be securely stored and measures must be in place to restrict access to authorized personnel only. Measures should be taken to protect Information and records from fire, flood, natural disaster, criminal activity or unauthorized access to systems and data.
- C. The successful Proponent agrees to immediately notify WFN both verbally and in writing in the event of any unauthorized disclosure of Information. This notice will include the names and claim numbers of the individuals who's Information has been

compromised, the date of the incident, and the specifics of the incident that occurred that compromised the security of the Information.

9. Treatment of Information

- A. All information contained in a Proposal submitted in response to this RFP will, in general, be available to the public in accordance with the applicable access to information legislation. The Proposal will become the property of WFN, and will not be returned to the Proponent(s).
- B. If the Proponent(s) believe any of the information requested in this RFP and provided by them is confidential in nature, the Proponent(s) will identify said information as such and provide a rationale as to why it should not be released under the applicable access to information legislation.
- C. The rationale for keeping information confidential under access to information legislation can include:
- D. Trade secrets of the Proponent;
- E. Financial, commercial, scientific or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain, or could reasonably be expected to prejudice the competitive position of the Proponent; or
- F. Information the disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

10. Assignment and Subcontracting

The successful Proponent shall not, without the prior written approval of WFN:

- A. Assign, either directly or indirectly, a contract arising from this RFP, or any right of the successful Proponent under a contract arising from this RFP; or
- B. Subcontract any obligation of the successful Proponent under a contract arising from this RFP, without written consent of the WFN Contacts.

11. Ownership

The copyright in any material created by the successful Proponent in the completion of their obligations under a contract arising from this RFP will belong exclusively to WFN and the successful Proponent shall execute any assignments of copyright required by WFN to give this provision effect.

12. Soliciting of Employees, Contractors, or Subcontractors

For the term of any contract arising from this RFP, and for six (6) months following the termination of said contract, WFN will not, except with the prior written approval of the successful Proponent, will not specifically solicit as an employee, contractor, or subcontractor, any employee of the successful Proponent who during the term of this said contract provided Services to WFN. For the term of any contract arising from this RFP, and for six (6) months following the termination of said contract, the successful Proponent will not, except with the prior written approval of WFN, specifically solicit as an employee, contractor, or subcontractor, any person who is an employee, contractor or subcontractor of WFN during the term of this said contract. This provision does not require a party to obtain prior written approval to hire as an employee or contract with a person listed above who responds to a general offer of employment or contract made to the public by the party.

13. Conflict of Interest

- A. The successful Proponent shall ensure that the Services are provided to WFN without any conflict of interest. Examples of conflict of interest include, but are not limited to:
- i. Personal relationship between any officer, director, employee, servant or agent of the successful Proponent and any other person which results in work or Services being awarded to the successful Proponent;
 - ii. Any officer, director, employee, servant or agent of the successful Proponent approaching WFN personnel, other than as required for performance of the Services, to in any way promote the business of the successful Proponent or otherwise solicit requests for Services;
 - iii. The retention of WFN employees and/or subcontractors to provide Services;
 - iv. Distribution of promotional material while performing the Services for WFN.
- B. Where the successful Proponent recognizes or perceives a conflict of interest, the successful Proponent shall provide written notice to WFN of the conflict.

14. Indemnity

The successful Proponent shall indemnify and save harmless WFN from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by WFN at any time where the same are based upon or arises out of anything tortuously done or omitted to be done by the successful Proponent or any officer, director, employee, servant or agent of the Proponent.

15. Termination

- A. Termination for Cause:

WFN reserves the right to cancel all or any part of this contract arising from this RFP if the successful Proponent fails to deliver the Services in accordance with the terms of this contract to the satisfaction of WFN. Such cancellation shall be in writing and may be without notice and shall not result in penalty or other charges to WFN.

- B. Termination for Convenience:

In addition to the remedy provided in any other clause within any contract arising from this RFP, WFN may, at its option, terminate this said contract at any time during the term of that contract, and, if such option is exercised, then said contract will terminate fourteen (14) days after the date such written notice is received or deemed received, by the successful Proponent and WFN will be under no further obligation to the successful Proponent, except to pay to the successful Proponent such amount as the successful Proponent may be entitled to receive, pursuant to pPayment for the Services provided to the date of termination. Such termination will not result in any penalty to WFN, unless otherwise agreed to and as specified in any contract arising from this RFP.

16. Reserve the Right

WFN reserves the following rights:

- A. right to contract any set portion of the submitted proposal;
- B. accept no proposal whatsoever;

- C. accept or reject any proposal whether complete or not;
- D. negotiate changes to the successful proposal;
- E. reject any proposal it considers not in its best interests;
- F. not be liable for misunderstandings by Proponents or errors in the RFP;
- G. no obligation to accept the lowest priced or any proposal;
- H. issue addenda to the RFP;
- I. contact references provided by the Proponents;
- J. retain independent persons or contractors for assistance in evaluating proposals;
- K. request points of clarification to assist the WFN in evaluating proposals;
- L. require changes in the scope of Services as deemed necessary by WFN;
- M. withdraw the Request for RFP.

17. Security

When using WFN premises, the successful Proponent shall comply, and shall take all reasonable steps to ensure that the Consultant complies, with all security requirements in effect for those premises.

18. Standards of Conduct and Policy Compliance

The successful Proponent shall perform all Services in a professional manner satisfactory to WFN, in accordance with the industry codes and/or professional standards as applicable.

19. Force Majeure

Neither party will be liable for any failure or delay to perform that party's obligations resulting from any cause beyond that party's reasonable control, including but not limited to fires, explosions, floods, strikes, work stoppages or slowdowns or other industrial disputes, accidents, riots or civil disturbances, acts of civil or military authorities, inability to obtain any license or consent necessary in respect of use with any telecommunications facilities, or delays caused by carriers, suppliers or material shortages.

Section 3 – Project Specifications

1. Background

Westbank First Nation is a self-governing First Nation, centrally located in the Okanagan Valley of British Columbia and comprised of five (5) reserves totally 5,340 acres. As a self-governing First Nation, WFN has autonomy and control over its internal affairs, in addition to a comprehensive range of laws that cover the development and regulation of WFN Lands. All persons residing or conducting business on reserve are subject to WFN laws, which are enacted pursuant to the Westbank First Nation Constitution. WFN has a population of over 10,000 residents and over 400 businesses located on Tsinstikeptum Reserves No. 9 and 10, both of which are projected to double in the next 25 years.

2. Westbank and Syilx foundations

The current Comprehensive Community Plan is structured using Syilx wisdom as explained in the story of How Food Was Given, including the Four Food Chiefs and the Enowkinwixw process. Together with the nation's Mission, Values and Vision, this foundation is a strong high-level sustainability framework. It is echoed in the [2016-2019 Strategic Plan](#) and other plans, reflecting the Nation's commitment to Syilx culture and values. While How Food Was Given is important, it is only one of many Ceptiklw (stories) that form a cultural foundation for the Westbank.

The Mission, Values and Vision have further support from WFN's members, who are Syilx/Okanagan Peoples, which have been, and continue to be nourished by a wealth of biodiversity including fish, wild game, berries, roots, and medicines. Hunting & gathering these resources requires localized knowledge that is familiar with the seasonal cycles of the land. Syilx/Okanagan families have always and continue to be united by the hunting, fishing, harvesting, and gathering of food, as the traditional gathering of these foods on the land is ceremony itself and demonstrates honour and respect for the tmix^w (all living things). As caretakers of the land, the Syilx/Okanagan Peoples use the land and water so that future generations may gather from those same places. Life within Syilx/Okanagan communities is built upon respect. To care for the land is to care for the people.

3. Sustainability

Sustainable development was defined in the report of the Brundtland Commission as: "the kind of development that meets the needs of the present without compromising the ability of future generations to meet their own needs. The two key concepts of sustainable development are:

WFN QUICK FACTS

- Land Base: 5 land parcels totalling 5,340 acres
- Community forest: 150,000 acres
- Number of Businesses: over 450
- Annual Budget: \$38 Million
- Size of Commercial Real Estate: 1.45 million sq. ft.
- Total Assessed Property Values: \$1.6 Billion
- WFN Membership: 852
- Resident Population: 9,000
- Residential Units: over 4,000
- Annual Property Taxation Revenue: approximately \$13 Million
- Pine Acres Home: 63 beds
- WFN Departments Health and Wellness, Education, Membership Services, Youth and Recreation, Finance, Assessment and Taxation, Human Resources, Records Management, Engineering, Planning and Development, Public Works, Property Management, Intergovernmental Affairs, Title and Rights, Heritage and Culture, Communications, Economic Development and Legal.

- the concept of ‘needs’ in particular the essential needs of the world’s poorest people, to which they should be given overriding priority; and
- the idea of limitations which is imposed by the state of technology and social organization on the environment’s ability to meet both present and future needs.”

This definition is reflected in WFN’s commitment to honour and respect the land and care for the people.

As a leading progressive First Nation, WFN will strengthen its commitment to the sustainability of its community through this CCP update. WFN acknowledges that doing so requires significant effort and involves potential risks. By most accounts, WFN is far from being sustainable, meaning that strong measures must be taken, in some cases quickly, if WFN is to develop sustainably. Trade-offs are hard to avoid, and reducing them requires thoughtful, integrated thinking about the whole system, not just the parts over which WFN has substantial control. While some goals may be achieved primarily by WFN itself and/or just within the community, coordinated action by many different people and groups is usually needed to achieve long-term success.

4. CCP Purpose and Role

Drafted in 2011 and updated in 2015, the [CCP](#) is a comprehensive, long-term plan that sets strategic direction for WFN. It draws on Syilx wisdom and values and the WFN Vision Statement and shapes these into practical guidance. In turn, it is intended that Council’s Strategic Plans and broad plans like the [Economic Development Plan](#), [Land Use Plan and Parks and Trails Plan](#) translate the direction from the CCP into detailed policy and action, as do more specific plans (e.g. Transportation), Departmental Operations Plans and Capital Plans. The primary users of the CCP itself are Chief and Council and staff, who will use it to guide decision-making and priority-setting, to assess progress towards the WFN vision and to evaluate the effectiveness of completed and ongoing programs and initiatives. Members and non-member residents are a secondary audience and user groups for the plan, likely to refer only to a summary of the plan and reporting of results. For this audience, the plan’s role is primarily to communicate the vision and goals and show how WFN’s work is helping to achieve them.

5. CCP Update Objectives

In fall 2019, WFN assessed its current CCP and considered related issues and opportunities, and developed the following objectives and Scope of Work for the update:

1. Improve Usability and Fit Within WFN Planning Framework
2. Strengthen Sustainability
3. Enhance Cultural Elements
4. Improve On-going Engagement
5. Educate staff, community and non-community members about the CCP
6. Support Long-Range Planning by Understanding Relevant Trends
7. Link to Housing Strategy
8. Align with the Local Government Act
9. Effectively Manage and Integrate the Planning Process

6. Scope of Work

The following provides more detail about what WFN envisions for each of the project objectives:

1. Improve Usability and Fit Within WFN Planning Framework:

Adjust the content of CCP to suit its purpose and fit within the planning framework for WFN, with reference to WFN's jurisdiction and influence. Structure and/or design the document for greater usability by Council and staff. Reduce duplication with the Land Use Plan, involving focused changes to Section 3. Use simple, direct language in the plan, including reducing compound sentences and unnecessarily complex phrasing.

2. Strengthen Sustainability:

Incorporate and strengthen sustainability to create a comprehensive, clear, visionary plan tied to ambitious goals and targets. It should connect WFN's Four Food Chiefs with a relevant, accepted sustainability framework like the UN's Sustainable Development Goals. Long-term goals are expected to correspond with or exceed generally accepted targets (e.g. GHG emission reductions) and be relevant to WFN's context. The plan should include interim projects and/or targets that can reasonably be expected to achieve the relevant long-term goal. Finally, to the extent possible, the planning process should identify and resolve trade-offs or conflicts between different goals.

3. Enhance Cultural Elements:

Strengthen cultural elements of the CCP, especially communicating the importance of Westbank culture to non-member residents. Promote Syilx culture within the planning process.

4. Improve On-going Engagement:

While the emphasis of WFN engagement will remain with members, the number of non-members on reserve means that they are an important group with whom to engage. In that context, the CCP project is an opportunity to improve involvement of non-member residents of IR 9 and 10, possibly resulting in focused changes to section 1.6 of the current CCP.

5. Educate staff, community, and non-community members about the CCP:

Using communications material suited to staff, members and non-members (e.g. one-pagers, brief videos), to educate people about the CCP's content, role and use.

6. Support Long-Range Planning by Understanding Relevant Trends:

Review relevant trends, including demographic shifts, to understand what factors will drive change for WFN, identify opportunities and risks and support long-term strategies.

7. Link to Housing Strategy:

Support a Housing Strategy, which is to be completed as a separate project on a timeline that overlaps but is delayed in relation to the CCP update. Specifically, the CCP demographic work will inform the Housing Strategy, and joint consultation is desired to reduce consultation fatigue.

8. Align with the Local Government Act:

Recognize the potential for efficiencies by aligning with Local Government Act requirements relevant to the CCP as a higher-level plan.

9. Effectively Manage and Integrate the Planning Process:

WFN expects that substantial engagement with WFN Chief and Council, Staff, Members, Non-Members and Regional Partners will be required to achieve these objectives. Some of the engagement will need to use creative, dialogue-based, conflict-resolving methods in keeping with the Enowkinwixw process. It may be important to assess the capacity of the WFN organization and the community (including WFN members, non-members and others) to move toward a common vision of sustainability. Finally, WFN would like to understand how the proponent proposes to build WFN staff skills and knowledge.

WFN anticipates that the project will be completed in two or more parts or phases over the course of two or so years. Proponents are encouraged to identify the Objectives detailed above within their proposed schedule of events, as defined in the Deliverables section of this RFP. While other reports will be produced, the first primary product is a report containing the WFN Guiding Principles (including Vision, Mission, Values and Principles) along with goals and associated measures and long-range targets. The second focus will be on the strategy for achieving the targets set within the first deliverable(s), and will involve baseline assessment and trends analysis, and will result in the final CCP when complete.

Concurrently with the first parts or phases of the project, WFN will be developing an Implementation Framework that will describe how WFN will manage and coordinate implementation including engaging the community, tracking progress and continuously improving. Therefore, implementation planning within this project will be limited.

7. Project Governance and WFN Resourcing

The CCP is central to the WFN organization and to the Nation as a whole. The update project is the responsibility of the Planning and Development group in the Development Services department, and the project will be supported by WFN's Communications department and a CCP Member Engagement Lead who will report to the WFN Project Lead. In addition, a cross-departmental staff Committee has been established to advise the Project Team and provide for smooth internal coordination.

WFN anticipates the following roles for the project:

- WFN Project lead:
 - Single point of contact for the Consultant
 - Coordinate and manage the project internally
 - Assemble, chair and coordinate meetings of Cross-Departmental Staff Committee
 - Provide updates to Council
 - Provide WFN documents and other WFN information
 - Collaborate with the Consultant on communications and engagement with external partners and key stakeholders; contribute to all engagement
 - Review/approve communications and engagement content in collaboration with Communications department
 - Review/approve Consultant reports
- Consultant:
 - Lead research, analysis, planning and other technical work
 - Develop the Engagement/Communications Strategy, working closely with the CCP Member Engagement Lead and with input from the WFN Project Lead
 - Collaborate with the WFN Project Lead on engagement with key stakeholders and external partners

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- Support and work with CCP Member Engagement Lead on member and non-member engagements
- WFN CCP Member Engagement Lead:
 - Define member and non-member engagement approach and methods within the overall Engagement Strategy, collaborating with the Consultant and WFN Communications department
 - Deliver engagement and communications in coordination with the Consultant's engagement plan, and communications for all other participants and stakeholders
- WFN Communications department:
 - Communications on behalf of WFN
 - Monitor and review of communication and engagement effectiveness, providing feedback to the Cross-departmental Staff Committee
 - Assist CCP Member Engagement lead in engagement efforts
 - Advertising placements and ad design, using content developed by the Consultant
 - Host website and other digital communications including live streaming (when and if applicable/available)
 - Provide branded templates
 - Integrate correspondences with regular communications e.g. newsletters, FB page, FB live meetings
 - Support WFN Project Lead in collaborative internal review
- WFN Cross-departmental Staff Committee
 - Advise on project design and implementation
 - Provide direction and feedback on key deliverables and plan elements
 - Liaise with staff in other departments to support the project as needed

A cross-departmental staff Committee has been established to guide the implementation of the project and to contribute input and feedback on key deliverables and plan elements.

Accountability for the project lies with Chief and Council, who will need to be regularly and meaningfully involved throughout. At a minimum, Council will need to be involved in clarifying goals/objectives, in setting benchmarks, and in setting direction for non-member governance.

8. Budget

WFN understands that the scope of work for the CCP Review and Update project is a large endeavour. WFN anticipates both Part 1 and Part 2 of the project to be in the \$75,000-\$130,000 range, with a maximum \$250,000 for the whole project. WFN will be responsible for event-related costs, including venue and equipment rental, food and beverages, advertising, and printing, including large-format printing. The consultant should estimate anticipated costs associated with proposed events, but present these separately from the proposed budget for fees and all other expenses.

A WFN Purchase Order will be issued to the winning Proponent in the amount of the agreed upon project costs. Any additional project costs or fees exceeding the agreed upon amount will not be paid by WFN unless agreed upon in writing by both parties.

9. Deliverables

At a minimum, the following deliverables are required:

- Project Management-related:

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- Project Charter or equivalent project guidance document;
- Monthly status reports;
- Part 1 reports:
 - WFN Jurisdiction and Influence summary;
 - Project engagement and communications strategy;
 - Communications and engagement materials as required;
 - Internal (i.e. not for external audiences) recommendations on:
 - CCP clean-up;
 - Cultural strengthening;
 - Non-member engagement;
 - Sustainability organizational frameworks;
 - Goals, measures and long-term targets.
 - Part 1 Report: Vision, Mission, Values, Goals and Long-term Targets
- Part 2 reports:
 - Internal reports on:
 - Drivers of change;
 - Current performance/progress against targets.
 - Part 2 Report: the Final Comprehensive Community Plan, to focus on a comprehensive framework of goals with associated measures, current performance, long-range performance targets and interim projects and/or targets.
 - Implementation Strategy describing significant action items, resources, roles and relationships

10. Response Format

This Section outlines the specifics of the Form of Proposal. To facilitate uniformity of presentation and ease of evaluation, Proposals shall be limited to 40 pages total (including schedules, resumes, brochures and fee portion).

The Proponent shall address in the Proposal submission, all the information requested in the RFP. The Proponent is also encouraged to include innovative, alternative, or unique solutions to the proposal subject that may, along with other things, indicate cost initiatives, improved environmental impacts, better public relations and/or project acceptance, management, or administrative efficiencies. Any alternative Proposals submitted shall include all the requirements of the original RFP, with costs identified for comparative purposes.

1. Executive Summary

A one or two page summary highlighting the key features of the proposal.

2. Table of Contents

Including page numbers, headings and subheadings.

3. Introduction and Background

Introduction of the Proponent's firm, staff, resources, and background information signed by the person(s) authorized to sign on behalf of and bind the proponent to statements made in response to this RFP. Proponents may wish to briefly describe how and why they feel they should be awarded the contract arising from this RFP. Include a general statement confirming the Proponent, and

the Proponent's subcontractors, are certified and have the expertise to provide planning, sustainability consulting services.

4. Project Approach and Methodology

A description of the approach and/or philosophy that drives the proponent's proposed method, followed by a detailed work plan that breaks the project down into phases and tasks and describes the work (including engagement) proposed in each task and the resulting deliverable(s). The work plan should fit with the overall breakdown of the project into Parts 1 and 2, or if providing an alternative breakdown, a rationale should be provided for the change.

5. Project Deliverables

A detailed list and description of the proposed deliverables (Section 3 – 9)

6. Project Schedule

A comprehensive projected schedule of milestones, dates, and timelines, matching the proposed phases. The detailed work schedule should be in Gantt chart format, showing the major activities (i.e. tasks), order and interdependence of the various phases, milestones and deliverables proposed. The Project Schedule should easily and directly relate to the proposed phases, as developed in the Project Approach and Methodology portion of this section.

7. Pricing

Detailed pricing of the CCP Project, in similar form as Schedule "A" - Pricing Schedule. Proponents must also provide a pricing schedule describing all projected costs, including all fees and disbursements, broken down into specific project phases and tasks. For each task, the Proponent shall identify the individuals assigned, the estimated number of hours each will commit, estimated disbursements and the hourly charge out rate.

8. Firm Qualifications and Experience

Provide a brief history, size and background of your firm, including how it differentiates from the competition. Provide evidence of long-term strength, viability, and progressiveness.

9. Additional Services

Please describe other services that your organization provides that may benefit WFN and its members.

10. Resumes

Resumes or CV(s) for the consultant(s) or team that will be working with WFN throughout the project, including qualifications, education and experience related to the project. Proposals must also list key individuals including the Project Manager, who will be the single point of contact, responsible for direct interaction with WFN.

11. References

Provide a list of current municipal, local Government or First Nation clients of similar size, scope and value as WFN (Section 5 of this RFP).

12. Value Added Information

Information regarding areas the Proponent believes relevant or helpful to their proposal and/or that they believe to give them an edge over their competitors. Information such as sustainability, community support, community involvement, expertise, First Nation experience, and superior service may be included.

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13. Other

Any supporting items.

11. Schedule of Events

The table below describes the anticipated schedule of events that relate to this RFP and Project in its entirety. Please note these dates are subject to change. The Purchasing Manager will contact participating proponents with any changes to the proposed schedule of events as detailed below.

Order	Event	Date
RFP Process		
1	RFP Issued	November 26, 2019
2	Last day for Questions	December 13, 2019
3	Proposal Deadline	2:00 pm, January 03, 2020
4	Proposal Assessment	January 07, 2020
5	Shortlisted Proponents Contacted	January 09, 2020
6	Presentation Assessment	January 23, 2020
7	Proponent Selected	January 27, 2020
8	Part 1 Complete	December 31, 2020

12. Pricing Schedule

Proponents are requested to fill the Pricing Schedule table below. These prices are to be held firm and will be used in the evaluation process.

A separate schedule can be provided to support the proposed fees. This separate schedule should show hours worked at each staff level. All anticipated expenses should be included in the proposed pricing. Any extra costs incurred at any time during the project will not be considered. Any fees not covered in the provided schedule for special services or circumstances need to be included in the Proponent's response.

Schedule "A" – Pricing Schedule

Pricing Schedule	
Project Cost – All Inclusive	
CCP Project:	\$
Project/Task Phase Costs*	
<small>Total not to exceed Project Cost – All Inclusive</small>	
Project/Task:	\$
	\$
	\$
	\$
	\$
	\$
Total	\$

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Hourly Rates		
Position/Title/Consultant	Rate per Hour	Estimated Project Hours
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Extras (special work/extra costs)		
Description	Cost	
	\$	
	\$	
	\$	

*Project/Task Phase Costs: Proponents are encouraged to define and develop their own Phased approach and record the projected fees relating to each proposed Phase. These Phases should match what has been proposed in the Project Schedule (3 – 10 – 6)

Section 4 – Evaluation Process and Criteria

The awarding of any contract arising from this RFP shall be based on the overall best value to WFN. Proposals will be assessed and scored, based on the criteria that will include but is not limited to the Evaluation Criteria described below.

Proposals not clearly demonstrating that they meet the following criteria will be excluded from further consideration during the evaluation process.

A. Process

WFN will establish a cross-functional evaluation team that will include members from the Administration, Development Services, Purchasing, and Communications Departments, as well as members of Chief and Council, and two third party consultants. The evaluation team will review and evaluate each submitted proposal and evaluate the presentations from the shortlisted proponents.

During the first phase of evaluations, each proposal will be individually graded through the First Phase Evaluation Criteria by each member of the evaluation team. The purpose of the first phase evaluation is to shortlist the participating proponents.

During the second phase of evaluations, each member of the evaluation team will evaluate the short listed proponent’s presentations. The purpose of the second phase evaluation is to award the contract for the CCP Review and Update.

B. First Phase Evaluation Criteria

The table below outlines the Evaluation Criteria that will be used to evaluate phase one of the evaluation process (proposals).

Phase One Evaluation Criteria	Weight
Qualification and Experience of Firm and Key Personnel	35%
Deliverables	25%
References	10%
Costs/Fees	10%
Methodology, Additional Services	10%
Value Add/ Additional Information	10%
Total	100%

C. Second Phase Evaluation Criteria

The table below outlines the Evaluation Criteria that will be used to evaluate phase two of the evaluation process (presentations).

Phase Two Evaluation Criteria	Weight
CCP and Community Consultation Approach	30%
Presentation	30%
Questions/Answers	20%
Value Add/ Additional Information	20%
Total	100%

Section 5 – References

Provide a minimum of three (3) organizations or communities your firm has provided planning and consulting services to that were similar in scope as detailed within this RFP. Referenced projects should be within Canada and are current or completed in the past 5 years.

WFN reserves the right to contact the references to confirm the nature of the work provided by a respondent, and to obtain additional information regarding the proponent's performance. WFN will not enter into a contract with any proponent whose references in WFN's sole opinion, is found to be unsatisfactory.

Reference 1	
Company Name:	
Contact Name and Title:	
Phone Number:	
Email Address:	
Project Details (location, value, scope etc.):	

Reference 2	
Company Name:	
Contact Name and Title:	
Phone Number:	
Email Address:	
Project Details (location, value, scope etc.):	

Reference 3	
Company Name:	
Contact Name and Title:	
Phone Number:	
Email Address:	
Project Details (location, value, scope etc.):	

Section 6 – Proposal Form

**Company
Name:**

I/We hereby offer to provide the services outlined herein and to enter into a contract at the stated prices and fulfill the other requirements of the contract documents. Prices stated are in Canadian funds. No person, firm, or corporation other than undersigned has any interest in this proposal or in the proposed contract for which this proposal is made.

Addenda

Where information is sought and is not already clearly indicated in the RFP document, WFN may issue an Addendum. It is requested that receipt of any addenda be acknowledged as follows: I/We acknowledge receipt of the following applicable Addenda to the Request for Proposal:

Addendum:	Date of Addendum	From Pages	To Pages
Addendum No. 1			
Addendum No. 2			
Addendum No. 3			

Authorized Signing Officer			
Legal Business Name:			
Other names your company operates under:			
Address:			
City:		Province:	
Telephone:		Email:	
Signature:			
Title:		Date:	

It is requested that this Proposal Form be executed by a principal duly authorized to bind contracts on behalf of the company. It is requested that the Proponent's legal name and the capacity in which the signing officer acts be against the signature. Proposal forms that do not contain an authorized signature may be rejected.

Section 7 – Additional Information

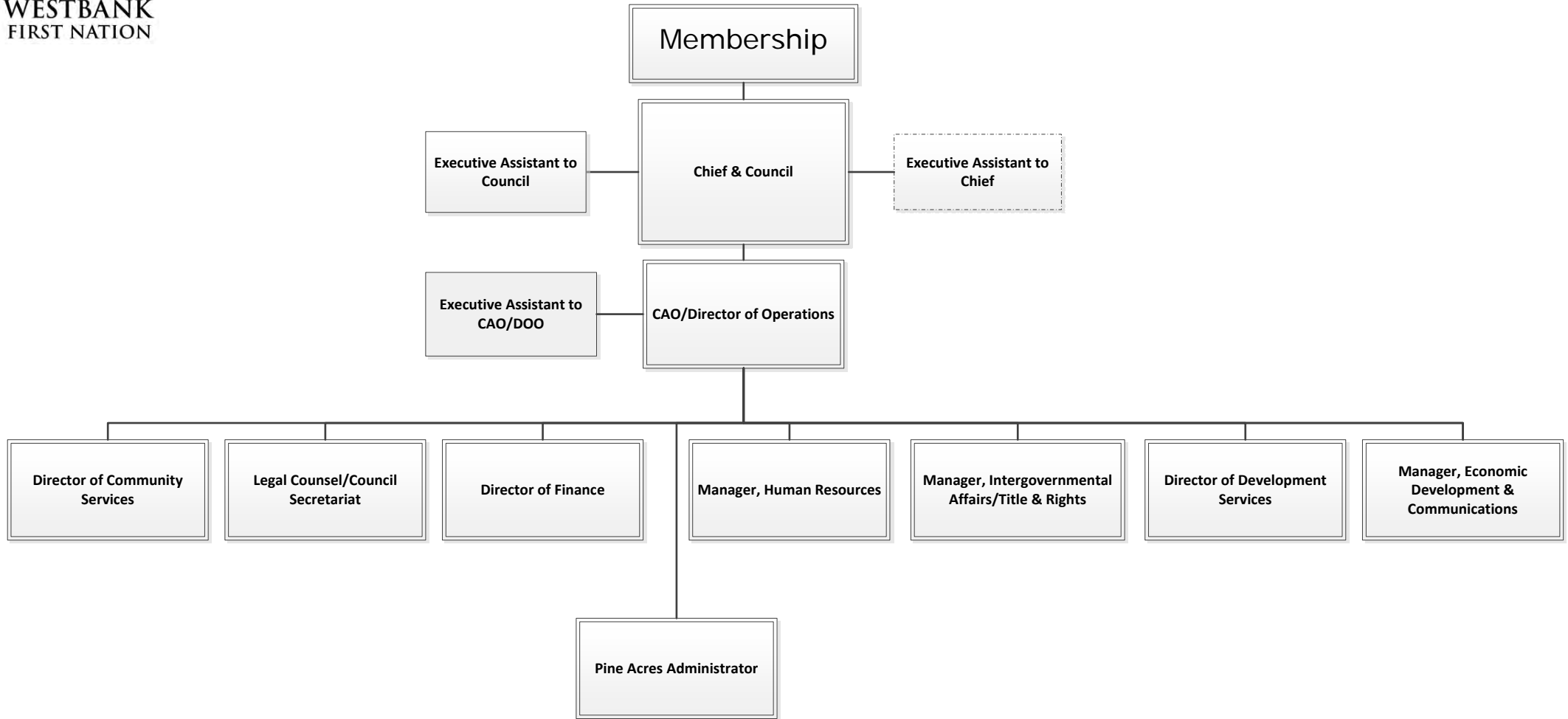
Please provide any additional information you feel may be relevant to your proposal submission or that you feel gives a competitive advantage. Items may include service superiority, community support, community involvement, sustainability movements, in-kind donations etc.



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APPENDIX "A" - WFN ORG CHART

Westbank First Nation

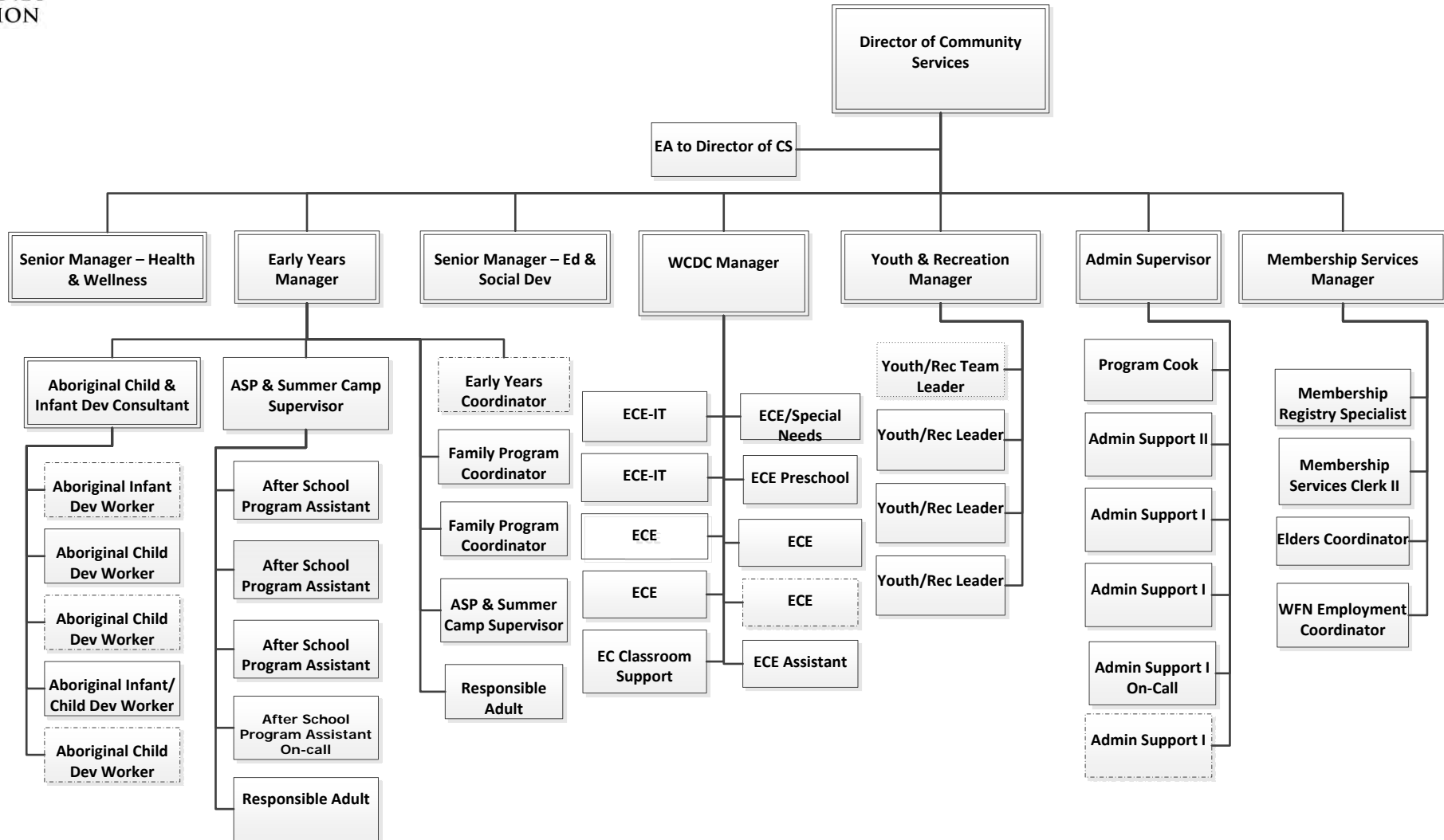


- Affiliated Businesses**
- Ntityx Resources LP
 - Ntityx Development Corp
 - Pine Acres Home



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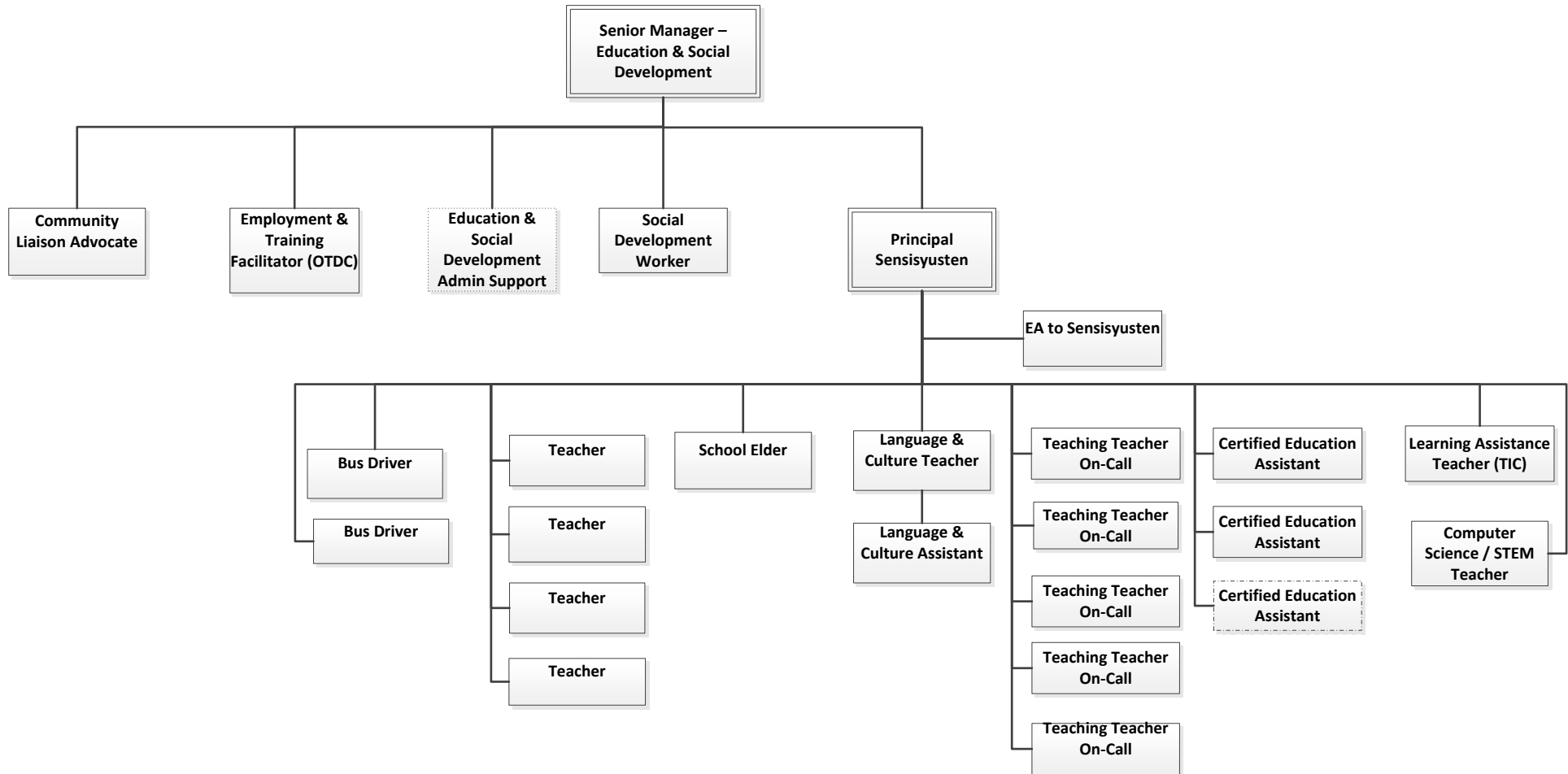
Community Services





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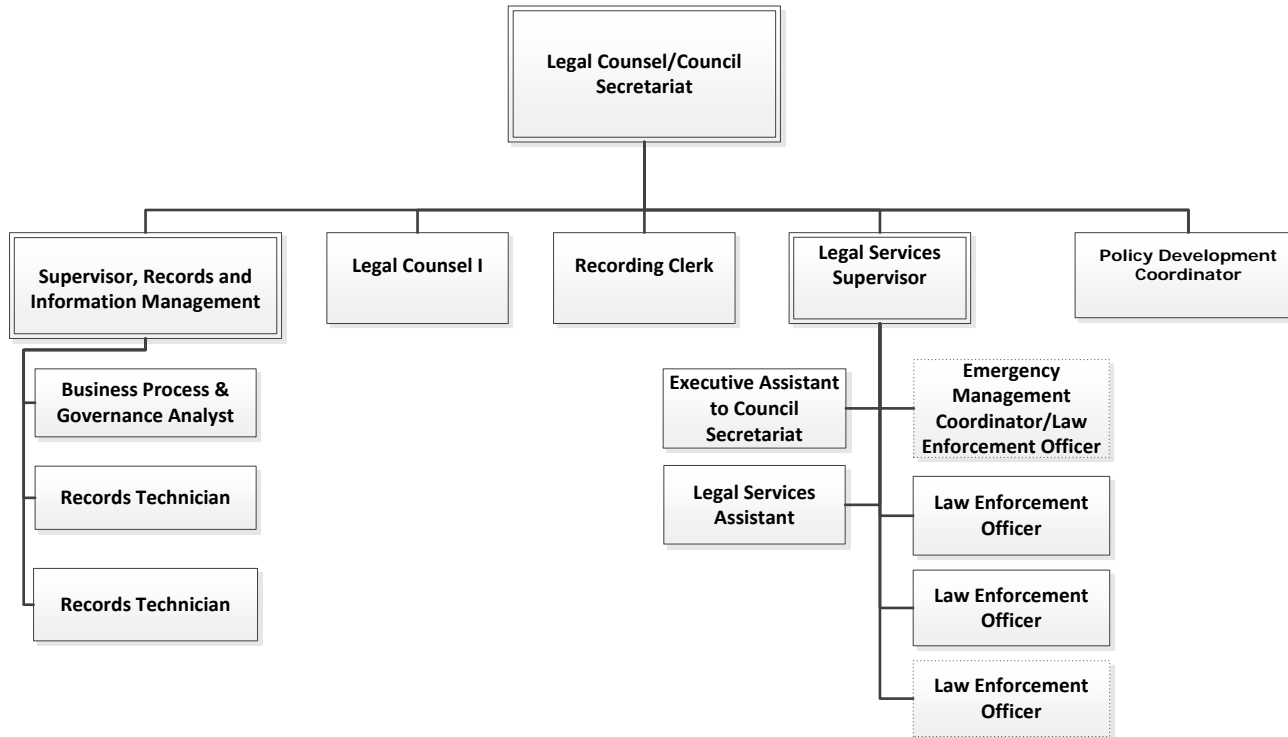
Community Services: Education & Social Development





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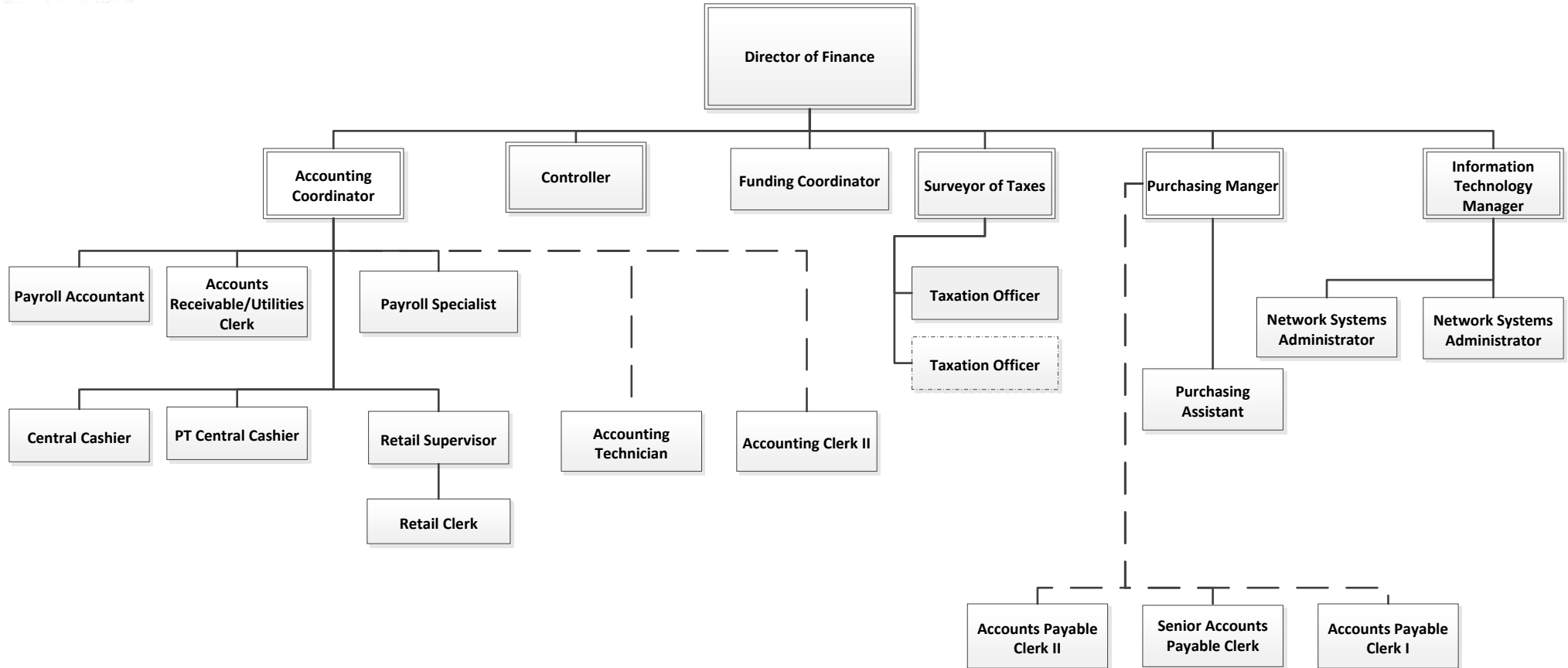
Council Secretariat





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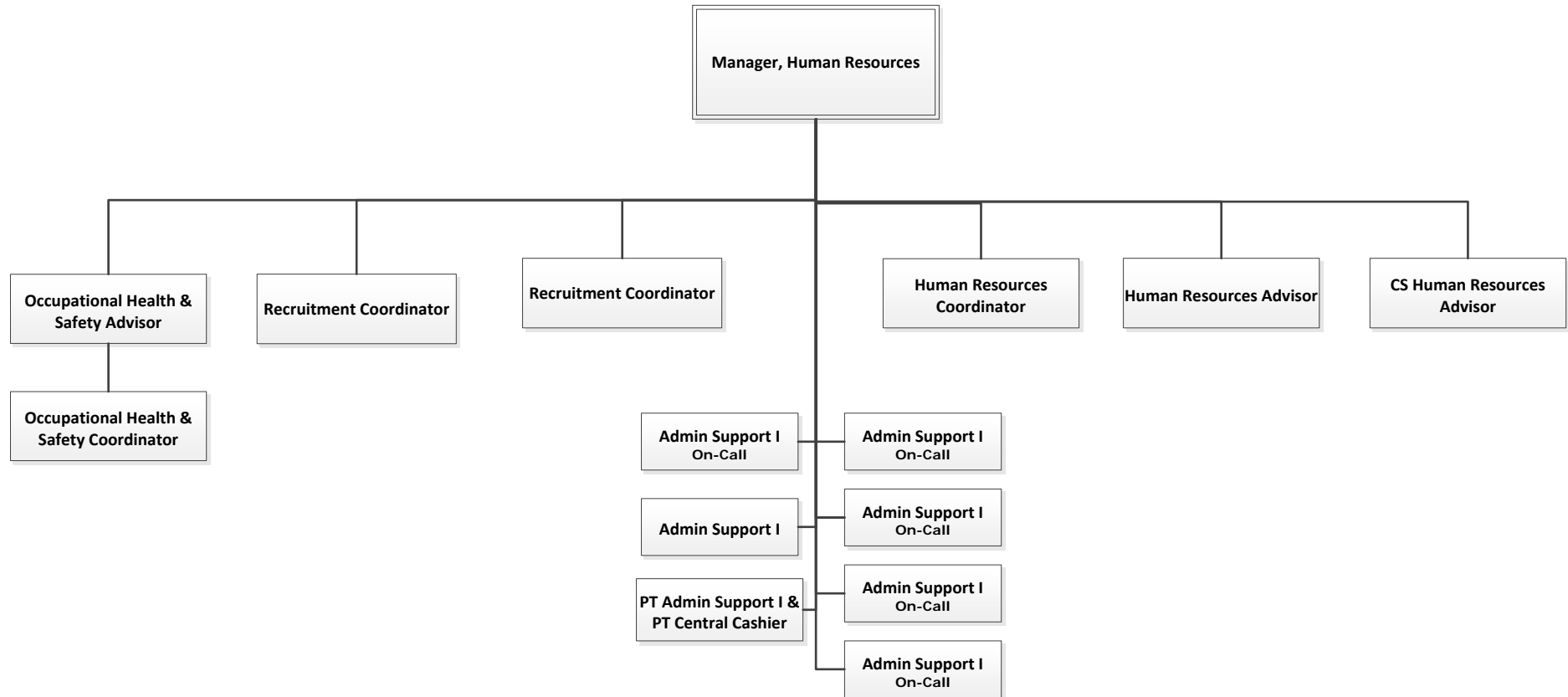
Financial Services





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Human Resources

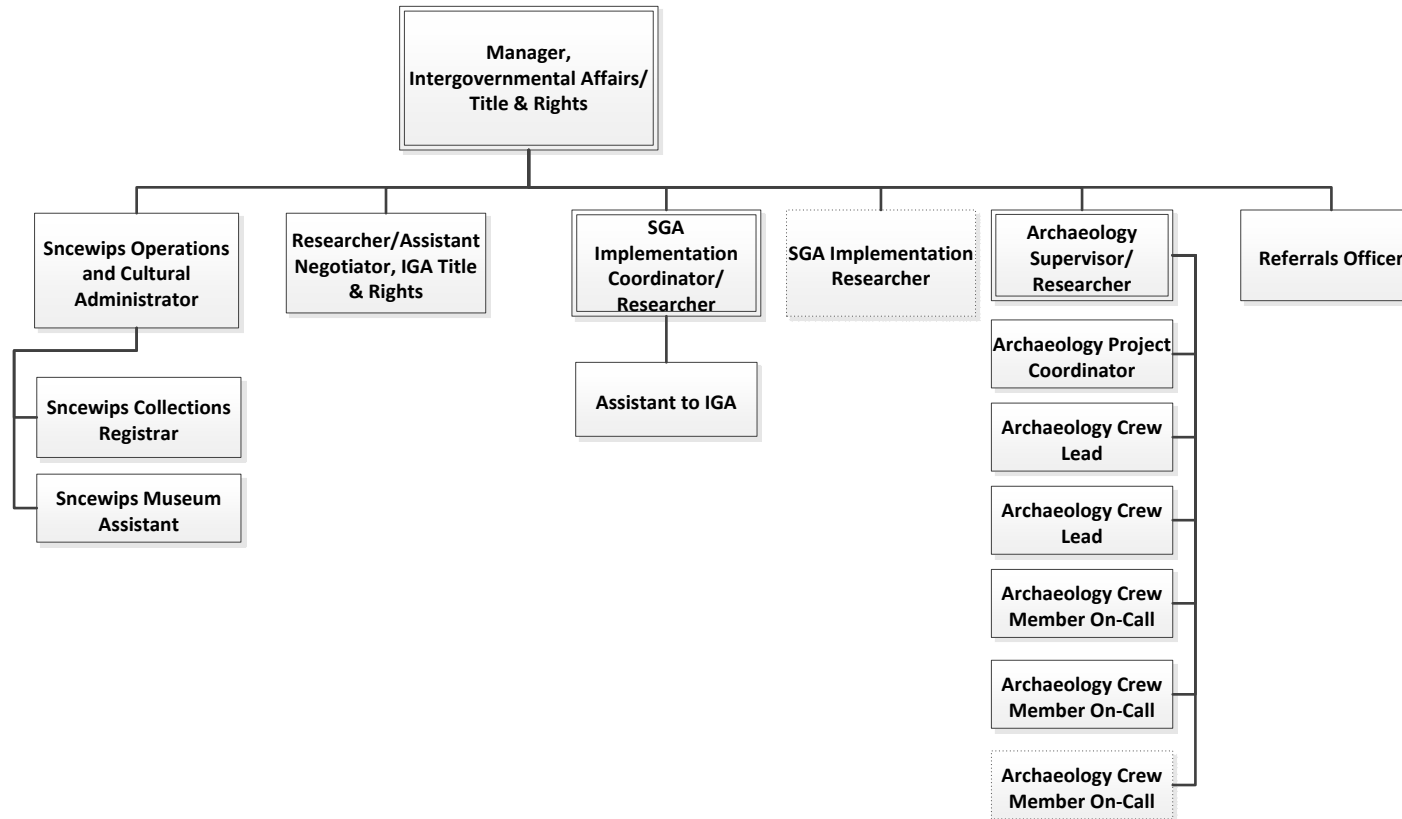




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Intergovernmental Affairs and Title & Rights

Sncəwips Heritage Museum





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Economic Development & Communications

