



Town of Creston
REQUEST FOR PROPOSAL (“RFP”)
For Business Continuity Plan

Proposal submissions marked Business Continuity Plan will be received at the Town of Creston

Issue Date:	September 27, 2023
Town Hall Address:	238-10 th Avenue North Box 1339 Creston, BC V0B 1G0
Closing Date and Time:	Proposals must be received at Town Hall by postal mail, or the e-mail set out at paragraph 3.4 prior to: 3:00 pm (15:00 hrs.) Pacific Time, November 3, 2023
Questions and Inquiries to be sent to:	Jared Riel, Fire Chief Email: jared.riel@creston.ca Before the close of business day November 1, 2023

All RFP documents may be obtained from the Town’s website or BC Bid. It is the sole responsibility of proponents to check the Town’s website and/or BC Bid for any updated information and addenda before the Closing Date and Time.

The Town reserves the right to accept or reject any or all proposals and will not be responsible for any costs incurred by the proponents in preparing a proposal.

Should there be any discrepancy in the information provided, the Town’s original file copy will prevail. There will be no public opening of proposals.

Kirsten Dunbar
Corporate Officer
Town of Creston

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1.0 GENERAL INFORMATION

1.1 Request

The Town of Creston (the “Town”) is requesting Proposals from qualified consultants (the “Proponent”) with expertise in business continuity planning.

Proponents with proven experience and expertise in the provision of business continuity planning are invited to submit Proposals, which set out how they propose to meet the goals, objectives, and other requirements of this RFP. The Town’s goal is to receive Proposals that meet or exceed the mandatory requirements of this RFP, evaluate the submitted proposals, and enter a Contract with a Proponent for the execution of the services laid out herein.

The Town intends to select a Proponent who submits a Proposal which meets the Town’s goals and represents the best overall value to the Town. As part of the Town’s commitment to Social Procurement, the Town will include Social Value Criteria in evaluation of proposals as determined by Proponents’ completion of the Social Value Questionnaire in attached Schedule 2.

1.2 Terminology

The following terms will apply to this RFP:

- “Town” means the Corporation of the Town of Creston;
- “Closing Date and Time” means the date and time provided on the cover page of this RFP;
- “Contract” means the written agreement resulting from this RFP;
- “Proponent” means an individual, Supplier or company that submits or intends to submit, a proposal in response to this RFP;
- “Proposal” means a submission by a Proponent in response to this RFP;
- “RFP” means this Request for Proposals;
- “Specifications” means the description of the goods or services to be procured set out in Schedule 1;
- “Submission Location” means the address provided on the cover page of this RFP and;
- “Successful Proponent” means the Proponent selected by the Town.
- “Consultant” means the Successful Proponent who enters the Contract with the Town.

2.0 INSTRUCTIONS TO PROPONENTS

2.1 Review and Interpretation of Proposals

Every Proponent bears exclusive responsibility to thoroughly review all the Request for Proposal (RFP) materials, including any supplementary documents issued throughout duration of the RFP. It is their obligation to understand all of the information and any terms that could impact the Proposal in any manner prior to its submission.

2.2 Inquiries and Clarifications

Any questions and requests for clarification relating to the RFP (may only be directed to Jared Riel, Fire Chief at (250) 428-2214 (511) or jared.riel@creston.ca. Email is the preferred method of contact.

2.3 Non-Solicitation

Proponents and their agents may only contact the Town representatives listed in this RFP and will not contact any other staff members or members of the Town Council with respect to this RFP at any time prior to the award of a Contract or the termination of the RFP. The Town at its sole discretion may reject the Proposal of any Proponent that makes any such contact.

2.4 Addenda

The Town reserves the right to modify the terms of the RFP at any time at its sole discretion up to the Closing Date and Time. Written addenda are the only means of varying, clarifying or otherwise changing any of the information contained in this RFP. It is the sole responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP. If required, an addendum will be published on the following websites:

- a) BC Bid
- b) Town's website: www.creston.ca

Upon submitting a proposal, Proponents will be deemed to have received notice of all addenda that are posted on the Town's website and BC Bid and deemed to have considered the information inclusion in the Proposal submitted. Information given by way of oral or verbal communication shall in no way be binding upon The Town for the purpose of this RFP.

2.5 Omissions or Discrepancies

Should a Proponent find discrepancies in, or omissions from the RFP, or should they be in doubt as to their meaning, they should at once notify the Town in writing who may send a written directive to all Proponents. No oral interpretations will be given by the Town to any Proponent as to the meaning of any part of the RFP Documents.

2.6 Proposal Requirements

For a Proposal to be considered responsive, it must meet all requirements described in Section 3.0.

2.7 Modification or Withdrawal of Proposals

Modification to Proposals already submitted will only be allowed if submitted in writing prior to the Closing Date and Time. The Town reserves the right to request and receive modifications after the Closing Date and Time for purposes of clarification.

Submitted Proposals may be withdrawn by written notice provided such notice of withdrawal is received prior to the Closing Date and Time.

2.8 Opening of Proposals

Proposals will NOT be opened in public. Proposals may be opened by the Town at any time after the Closing Date and Time.

2.9 Sub-Contracting

Using a sub-consultant is acceptable, provide they are clearly identified in the Proposal). This includes a joint submission by Proponents having no formal legal relationship. However, one of these Proponents must be prepared to take overall responsibility for the project, and this should be defined in the Proposal. Sub-contracting to any firm or individual who is a current or past corporate or other interests may, in the Town's opinion, give rise to a conflict of interest in connection with the services will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this RFP. Where applicable, the names of approved sub consultants listed in the Proposal will be included in the contract. No changes or additions to the list will be permitted without the written consent of the Town.

2.10 Insurance

Where required, the Successful Proponent will, without limiting its obligations or liabilities, and at its own expense, provide and maintain liability insurance in a form acceptable to the Town and provide proof of coverage to the Town upon request.

2.11 Registration with WorkSafe BC

The Successful Proponent and any approved sub-consultants must be registered with *WorkSafeBC*, in which case *WorkSafeBC* coverage must be maintained for the duration of the contract. Prior to receiving any payment, the Consultant may be required to submit a *WorkSafeBC Clearance Letter*, indicating that all assessments have been paid. The Consultant will abide by all provisions of the *Workers Compensation Act*, R.S.B.C. 2019, c. 1..

3.0 SUBMISSION REQUIREMENTS FOR PROPOSAL

3.1 Mandatory Requirements

All requirements described in Section 3.0 are mandatory requirements and must be met for a Proposal to be considered responsive.

3.2 Content

Each proposal must contain:

- 1) A completed and signed Proposal Submission Form as per Schedule 2.
- 2) An executive summary including an overview and summary of how the Proponent will advance the Town's goals outlined in this RFP.
- 3) A proposed methodology that summarizes the technical approach and steps required for completing the work, with a focus on the Town's requirements as laid out in Schedule 1 including a summary of features, functionality, and design.
- 4) A proposed schedule summary that highlights the key features of the Proponents proposed timeline.
- 5) Additional information may be included to complement other elements of the Proposal. The inclusion of additional information is optional and should be relevant to the work.

3.3 Signatures

The Proposal Submission Form must be signed by an authorized representative of the Proponent.

3.4 Delivery

Proposal submissions must be received by the Town before the Closing Date and Time at the Submission Location or by email.

Proposals submitted by mail must be posted in sufficient time to be received by the Town prior to the Closing Date and Time. The obligation to ensure this falls solely upon the Proponent.

Proposals submitted by email must be completed and submitted, no later than the RFP Closing Date and Time. The RFP Closing Date and Time will be determined by the email system web clock.

Proposals submitted email must be sent to kirsten.dunbar@creston.ca. Email submissions must not exceed 100MB in total file size.

Late proposals will not be accepted.

3.5 Prices

All prices must be in Canadian Dollars for the entire services described in Schedule 1 with options shown separately, where permitted. Net price will be shown on the Proposal Form with GST and PST shown separately. All other taxes, levies, surcharges, and other fees must be included in the net price.

3.6 Proposal Validity

Proposals should remain open for acceptance for at least 90 days after the closing date to provide the Town with sufficient time to evaluate the Proposals and award a contract.

4.0 EVALUATION and SELECTION

4.1 Evaluation of Proposals

Proposals will first receive a preliminary evaluation to determine if they meet all submission requirements described in Section 3.0. Proposals determined to not meet the submission requirements will be deemed unresponsive and not evaluated further, subject to the Town's right to waive minor deficiencies.

No totals, weights, prices, or scores will be provided to any Proponent.

The Town may elect to shortlist some Proponents and require short-listed Proponents to provide additional information or details. This information would be incorporated to complete the evaluation.

Responsive Proposals will be evaluated and scored on the following basis:

Evaluation Criteria	Maximum Points Possible
PROPONENT'S QUALIFICATIONS	60
Profile and experience	10
Proposed methodology and schedule	25
Technical qualifications and experience	25
References	Pass/Fail
SOCIAL VALUE CRITERIA	10
FINANCIAL OFFERING	30
Cost to the Town	30
TOTAL	100

4.2 Selection

The Proponent with the highest score may be invited to enter a Contract containing terms and conditions substantially in the form set out in Schedule 4. If the invited Proponent fails to enter a binding contract in a reasonable period, the next highest-scoring Proponent may be invited to enter the Contract, and so on.

5.0 TERMS AND CONDITION OF RFP

5.1 Acknowledgment

By submitting a Proposal, each Proponent acknowledges that it has read, understood, and agrees to be bound by all terms and conditions contained in this Section 5.0.

5.2 Preparation of Proposal

All Proponents will be solely liable for all costs incurred in the preparation of proposals in response to this RFP. This RFP does not commit the Town to award a contract, to pay costs incurred in the preparation of a proposal or to contract for the goods and/or services offered.

5.3 Conflict of Interest

By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the Town or their immediate families which might in any way be seen by the Town to create a conflict.

5.4 Interpretation

In the case of any inconsistency or conflict between the provisions of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order: 1) Addenda, 2) RFP, 3) all other documents referenced in RFP.

5.5 No Claim

Except as expressly and specifically permitted in this Request for Proposal (RFP) no Proponent will have any claim for any compensation of any kind whatsoever, relating to this RFP and by submitting a Proposal each Proponent will be deemed to have agreed that it has no claim.

5.6 Not a Tender

This is a Request for Proposal and not a tender call or call for quotations. No contractual, tort or other legal obligations are created or imposed on the Town or any other individual, officer or employee of the Town by the Request for Proposal documentation or by submission or consideration of any proposal by the Town.

5.7 No Obligation to Proceed

Though the Town currently intends to fully proceed through the RFP, to select the services, the Town is under no obligation to proceed to the Contract, or any other stage. The receipt by the Town of any information (including submissions, ideas, plans, drawings, models, or other materials communicated or exhibited by any intended Proponent, or on its behalf) will not impose any obligation on the Town. There is no guarantee by the Town, its officers, employers, or managers that the process will be initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the Town for the purchase of goods or services.

5.8 Town's Reservations

The Town reserves the right to:

- a) amend, cancel, delay, suspend, terminate, or withdraw this RFP at any time;
- b) re-advertise the RFP or to commence a new procurement process in any other form;
- c) to not evaluate any Proposal after the Closing Date and Time,;
- d) waive any minor defect or irregularity in a Proposal;
- e) after evaluation of Proposals has been performed, to not award the RFP to any Proponents ; and
- f) amend or negotiate terms of the agreement, including contents of Schedule 1 with one or more Proponents.

5.9 Applicable Law

The law applicable to this RFP will be the law in effect in the Province of British Columbia. No action in respect to this RFP may be brought or maintained in any court other than in a court of competent jurisdiction of the Province of British Columbia.

5.10 Freedom of Information and Protection of Privacy Act

Information received by the Town will be held in confidence and will become the property of the Town. The Town is however, bound by the provisions of the *Freedom of Information and Protection of Privacy Act*, and all parties are advised that submissions will be treated as public documents and their contents disclosed if required to do so, pursuant to the Act.

Schedule 1 SPECIFICATIONS OF REQUIRED SERVICES

Background

The Town of Creston Emergency Management Plan has identified a need to develop and implement a corporate-wide Business Continuity Plan. The Town is committed to promote a safe and well prepared Local Government with capacity to cope with hazards and disaster by developing a robust corporate Business Continuity program.

Project Details

The Town requires a Consultant to create a Business Continuity Plan to secure the continuity of The Town's operations in case of emergency or disaster. The Plan should ensure The Town is prepared for such disastrous events and outline the processes necessary to ensure the resumption of normal of operations as soon as possible after an emergency or disaster, so as to minimize the disruption to program and service delivery.

The Business Continuity Plan Shall:

- Business Impact Analysis
 - Identify the mandate and critical aspect of the organization
 - Prioritize critical services or products
 - Identify impacts of disruption
 - Identify areas of potential revenue loss
 - Identify additional expenses
 - Identify intangible losses such as damage to reputation, violation of laws and regulations
 - Rank all relevant information based on potential revenue loss, time of recovery and severity of impact
 - Identify dependencies.
- Identify and addresses recovery strategies for major threat scenarios that returns the Town's critical services to full operation as soon as possible.
- Create a plan that identifies each department's roles and responsibilities.
- Requires scalability to severity of business disruption.
- Response preparation and development of recommendations on business operation changes that can reduce loss of critical services.
- Identify alternate facilities and needs to activate an alternate facility.
- Quality Assurance techniques and how to assess the plans accuracy, relevance and effectiveness.
- Plan should identify Response, Recovery and Restoration points and triggers.
- Include a training and exercise program identifying: Objectives, Scope, Assumptions, Participant Instructions, Exercise Narratives, Communications for participants, Testing and Post Exercise Evaluation.

Project Schedule

This project should be completed within three months from the awarding of the contract.

Schedule 2 PROPOSAL SUBMISSION FORM



PROPOSAL SUBMISSION FORM

Town of Creston
REQUEST FOR PROPOSAL

Town of Creston Business Continuity Plan

Submitted by: _____
(Proponent
name)

1.0 Description and Price

All Rates submitted will be in Canadian funds for the services described in Schedule 1 and;

- Inclusive of all costs
- Applicable taxes to be shown separately.

Town of Creston	
Quoted price	\$
Disbursements (to be detailed in proposal)	\$
Total Proposal Price (excluding applicable taxes)	\$
Applicable GST	\$
Applicable PST	\$
Total Proposal Price (including applicable taxes)	\$

Proponent will submit additional pricing information as an attachment including rate information and terms.

2.0 Period of Acceptance of Proposal

The quoted price will remain firm to this date: _____

3.0 Locations

3.1 Head Office

Address:	
Phone:	
Fax:	
Website, Email:	

3.2 Local Office (if different from Head Office)

Address:	
Phone:	
Fax:	
Website, Email:	

4.0 Value Added

Proponents are to provide information on what makes your services innovative, what is your competitive advantage, and what other services and value added your firm provides that would assist or be of benefit to the Town:

- Add as an attachment.

5.0 References

Please provide four (4) references. Three (3) or more must originate from a municipal or government office. The Town may contact these referees to authenticate your effective execution of services Proposed or akin to those Proposed..

Recipient of Services	
Basic Job Description	
Reference Contact and Title	
Telephone and Email	
Date of services provided	

Company for whom the service was Provided	
Basic Job Description	
Reference Contact	
Telephone and Email	
Date of services provided	

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Company for whom the service was Provided	
Basic Job Description	
Reference Contact	
Telephone and Email	
Date of services provided	

Company for whom the service was Provided	
Basic Job Description	
Reference Contact	
Telephone and Email	
Date of services provided	

Proponents may submit additional information on references as an attachment.

6.0 Addenda

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

Addendum No.	Date Issued	Date Received

7.0 Authorization

We hereby submit our Proposal for the services described in this RFP and confirm that price, and other information contained in this Proposal are correct, and that the signature(s) below are those of duly authorized signatory of the Proponent, having the authority necessary to make this Proposal.

Company Name	
Street Address	
City, Province, Postal Code	
Tel No.	
Fax No.	
Email	
GST Registration No	
PST Registration No	
Name and Title (please print)	
Signature	

Schedule 3: SOCIAL VALUE QUESTIONNAIRE

The Town of Creston's Procurement Policy incorporates Social Procurement principles, which require the assessment of social value, sustainability, as well as environmental and ethical accountability. The Town's procurement decisions are steered by values such as integrity, optimal value, transparency, and equity, including the promotion of inclusivity and fairness.

Instructions to bidders:

Complete the following questionnaire as a means for the purchaser to assess the social value component of your bid. Each question asks for a yes or no answer. If you answer "yes" you may be required to submit along with your bid the documentation that supports or verifies your answer. Documentation could include proof of 3rd Party Certification, a copy of your corporate policy on social procurement, or a link to your website where the policy is described.

The Town reserves the right in all circumstances to ask for further verification or for proof of fulfillment of the activity and commitment in relation to this contract.

This Questionnaire weighting as a percentage of the whole proposal can be found in the summary of evaluation.

The Town reserves the right to verify the information reported in the Social Value Questionnaire by the successful proponent.

Proponent Name: _____

Date questionnaire completed: _____
 (YYYY-MM-DD)

RFP #: _____

	Procurement Practices	Yes	No	Describe or provide supporting documentation
1	Do you currently have strategies or policies around inclusive employment practices to ensure the provision of employment opportunities for equity deserving groups or persons facing barriers to employment? <i>(Examples of equity deserving groups include youth (16-29), Indigenous, racialized minorities, people with disabilities and people experiencing homelessness)</i>			

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	Procurement Practices	Yes	No	Describe or provide supporting documentation
2	<p>Do you practice social procurement?</p> <p><i>(Social procurement is intentionally seeking to leverage social value from your supply chain. This could be by buying from small businesses, diverse-owned businesses, social enterprises etc.)</i></p>			
3	<p>Do you have an apprenticeship, paid internship, or paid work experience program?</p> <p><i>(Details should include how many apprentices or individuals have participated.)</i></p>			
4	<p>Do you provide extended health and dental benefits to your employees?</p> <p>(If yes, please indicate provider)</p>			
5	<p>Do you work with social enterprises in any manner?</p>			
6	<p>Do you have written policies in place respecting hiring, salary, benefits, and termination and/or retirement practices to prevent discrimination based on age, gender, gender identity, gender expression, race, ethnicity, religion, or sexual orientation?</p>			
7	<p>Do you have a recycling program to reduce or eliminate pollution and waste in its operations?</p>			

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Submission Form**

	Procurement Practices	Yes	No	Describe or provide supporting documentation
8	Do you use renewable energy in your facilities or to support your operations?			
9	Do you have a formal environmental policy in place?			
10	Do you track, report, and manage the use of energy, greenhouse gas emissions etc.?			

Scoring

Yes with documentation/description – 1 points

Yes with no documentation/description – 0 points

No – 0 points

Definitions

Apprentices: Employment Social Development Canada definition: An apprentice is a paid employee, registered with the regional apprenticeship authority, who works under the supervision of a certified journey person to learn their skilled trade and fulfill all requirements established by their province or territory.

Certifications: Third-party verified designations that confirm social and/or environmental practices.

Diverse-owned Business: A business that is majority owned, operated, and controlled by a member of one of the following diverse groups: Indigenous community; members of a visible minority group; immigrants and refugees; people with recognized disabilities; racialized communities; women; members of the 2SLGBTQ+ community or others.

Equity-deserving Groups: Groups who have historically been denied equal access to employment, education, and other opportunities and includes, without limitation, the following: members of an Indigenous community; members of a visible minority group; immigrants and refugees; people with recognized disabilities; racialized communities; women; members of the 2SLGBTQ+ community; low-income residents; people with mental or physical health barriers; people facing employment barriers, unemployment or underemployment; and others experiencing barriers to economic opportunity and participation.

Indigenous Businesses: A business that is 51% or more owned, managed and controlled by an Indigenous Person(s).

Living Wage: The hourly wage necessary for a full-time employee to meet their basic needs. Needs are defined to include food, housing, and other essential needs such as clothing. Each community has a different living wage calculation.

Person Experiencing Homelessness: Employment and Social Development Canada, *Reaching Home: Canada's Homelessness Strategy Directives* definition: Homelessness is the situation of an individual or family who does not have a permanent address or residence; the living situation of an individual or family who does not have stable, permanent, appropriate housing, or the immediate prospect, means and ability of acquiring it.

Person with a Disability: Self-identified; Disability in Canada is indicated by one or more of the following; being blind, being markedly restricted in at least one of the basic activities of daily life, being significantly restricted in two or more of the basic activities of daily life (including vision impairment) or by requiring life-sustaining therapy. Daily life activities are speaking, hearing, walking, eliminating (bowel or bladder functions), feeding, dressing or mental functions necessary for everyday life.

Racialized Minorities: Self-identified.

Recent Immigrants: Self-identified; Statistic Canada definition: refers to a person who obtained a landed immigrant or permanent resident status up to five years prior to a given census year. In the most recent Census in 2016, this period is January 1, 2011, to May 10, 2016.

Small- or medium-sized enterprise (SME): A small business has 1–99 paid employees. A medium-sized business has 100–499 paid employees.

Social Enterprise: A business that sells goods or services, embeds a social, cultural or environmental purpose into

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the business, and reinvests the majority of profits into their social mission.

Socially Inclusive Business: A business who seeks to create economic opportunities for groups who have historically been denied equal access to employment, education, and other opportunities and includes; members of an Indigenous community; members of a visible minority group; immigrants and refugees; people with recognized disabilities; racialized communities; women; members of the 2SLGBTQ+ community; low-income residents; people with mental or physical health barriers; people facing employment barriers, unemployment or underemployment; and others experiencing barriers to economic opportunity and participation.

Social Procurement: Every purchase has a social, economic, and environmental impact. Social procurement is about using your existing purchasing to capture those impacts to achieve overarching institutional, governmental, or individual goals that helps shape inclusive, vibrant, and healthy communities.

Veterans: Any former member of the Canadian Armed Forces who successfully underwent basic training and is honorably released.

Women: Self-identified.

Youth: Youth Policy – Government of Canada, Privy Council Office definition: young workers up to age 29.