

TOWN of CRESTON

REQUEST FOR PROPOSAL (RFP) HAZARD, RISK, & VULNERABILITY ASSESSMENT

TOWN OF CRESTON

Proposal submissions marked "HAZARD, RISK, & VULNERABILITY ASSESSMENT" will be received at the Town of Creston

Issue Date:	May 15 th , 2025
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 e-mailed
	to <u>kirsten.dunbar@creston.ca</u> :
	Before 3:00 pm (15:00 hrs.) PST, June 13 th , 2025
Questions and Inquiries to be sent to:	Asha DeLisle
	Emergency Management & Climate Readiness Coordinator
	Email: asha.delisle@creston.ca
	Before 4:30 pm (16:30 hrs.) PST, May 30 th , 2025

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 Hazard, Risk, & Vulnerability (HRVA) Assessment preparation and development.

Proponents with proven experience and expertise in the provision of HRVAs and development 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 into 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 that 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 the evaluation of proposals as determined by Proponents' completion of the Social Value Questionnaire attached in Schedule 3.

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 Asha DeLisle at (250) 402-3255 or asha.delisle@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, provided 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 deliverables of the project, and this should be defined in the Proposal. Sub-contracting to any firm or individual whose 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) A proposed template outlining the structure and content of the HRVA.
- 6) 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.
- 7) A budget table that includes:
 - Development of an HRVA
 - Additional services not considered in the scope of 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 <u>kirsten.dunbar@creston.ca</u>. 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	20
Experience & technical qualifications	20
References	Pass/Fail
Approach & Methodology	55
Proposed methods, scope, & risk mitigation	30
Stakeholder engagement	20
Timeline	5
Financial Offering	20
Fee matrix	5
Competitive advantage & innovative service	10
Price	5
Social Value Criteria	5
TOTAL	100

4.2 Selection

S

The Proponent with the highest score will 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 will be invited to enter the Contract, and so on.

5.0 TERMS AND CONDITIONS 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 obligations 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) 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 with 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.

Town	of	Creston
HRVA		

Specifications of Required Services

Schedule 1 SPECIFICATIONS OF REQUIRED SERVICES

Background

The Town of Creston is located within the Regional District of Central Kootenay (RDCK), south of Kootenay Lake, on the east side of the Kootenay River Valley, and between the Selkirk and Purcell Mountain ranges. The population of Creston is approximately 5,600. Creston is in a provincially defined Wildland Urban Interface polygon that has a Risk Class of "2", which reflects the second-highest wildfire risk rating. The Provincial Strategic Threat Analysis assigns a "High" or "Extreme" threat rating to much of the surrounding area. Highway 3 intersects the Town and is a major transportation route, and Creston serves as the economic hub to Erickson, Lister, Canyon, Wynndel, and other surrounding communities. The natural environment is a vital part of Creston's identity and supports the community's health, economy, and livability. Climatic conditions in the Creston area have been changing over the last century, and the changes have been substantial. Mean annual temperature has increased by about 1°C since 1913, and the rate of warming has increased to approximately 2.5°C per century over the last 50 years.

Emergency Management Creston (EMC) is seeking a professional to develop a Hazard, Risk, & Vulnerability Assessment (HRVA) to meet legislative requirements, inform risk-based decisions to address vulnerabilities, mitigate hazards, prepare for, respond to, and recover from a range of hazard events, and inform Town plans, policies, and bylaws.

Project Details

The Town of Creston ("The Town") is seeking proposals ("Proposals") from qualified firms ("Proponent") for the development of a **Town of Creston Hazard, Risk, & Vulnerability Assessment**.

The successful candidate will prepare an HRVA that:

- 1. Is compliant with current legislation and any new legislation/regulations that become available on or before December 1st, 2025.
- 2. Creates an inventory of critical infrastructure, operational vulnerabilities, emergency plans, and existing documentation.
- 3. Provides a risk-based evaluation of hazard likelihood, consequence, and impact, including the scope and scale of potential emergencies.
- 4. Identifies vulnerabilities and potential consequences for persons or property, objects, infrastructure, environment and ecosystems, and sites of cultural or heritage value.
- 5. Provides special consideration to individuals who may experience intersectional disadvantage, at-risk individuals, animals, places, or things, if an emergency occurs.
- 6. Describes the Town's existing resilience measures.
- 7. Contains a detailed stakeholder engagement report.
- 8. Provides recommendations based on the hazard, risk, and vulnerability assessment, to support the Town to prepare, mitigate, respond, and recover from emergencies or disasters.
- 9. Provides a method for the Town to monitor and update the HRVA.

Deliverables

- 1. Data collection, including assessment of historical and emerging hazards. This will consider, at minimum, scientific & historical data, government & institutional reports, and raw data from the community, staff, and subject matter experts.
- 2. Describe existing risk reduction measures within the Town and community.

3. Fulsome risk analysis to determine hazard likelihood, consequence, and impact. This should involve a GIS-based risk mapping analysis. Analysis should include:

Likelihood & Intensity

- (i) Historical frequency
- (ii) Projections
- (iii) Location-specific data
- (iv) Seasonal patterns
- (v) Secondary hazards
- (vi) Consider future likelihood due to climate-related factors

Consequence

- (i) Potential deaths, injuries, disease or hospitalization
- (ii) Displacement
- (iii) Critical infrastructure and structure dependencies, potential failures, damage, and repair times
- (iv) Utility disruption impact
- (v) Internal and external communication impact
- (vi) Economic impact
- (vii) Psychosocial impact
- (viii) Support system impact
- (ix) Cultural impact
- (x) Environmental impact
- (xi) Reputational impact

Risk

- (i) Risk score using a risk matrix comparing hazards
- (ii) Risk tolerance and acceptability

Consider Underlying Risk Drivers

- (i) Poverty and inequality
- (ii) Climate change and variability
- (iii) Unplanned and rapid urbanization and any lack of disaster risk considerations in land, environmental, and natural resource management
- (iv) Demographic change
- (v) Lack of regulations and incentives for private disaster risk reduction investment
- (vi) Non-disaster risk-informed policies
- (vii) Complex supply chains
- (viii) The limited availability of technology
- (ix) Unsustainable uses of natural resources
- (x) Declining ecosystems
- (xi) Hazardous industry
- 4. Vulnerability assessment of the community that provides short to long-term strategies to develop resilience in the community:
 - (i) Unregulated land use
 - (ii) Aging structures/infrastructure or structure/infrastructure in hazardous areas

- (iii) Areas of limited access
- (iv) Unsustainable resource management practices
- (v) Transportation gaps/barriers
- (vi) At-risk populations, language & communication barriers, access to emergency resources, and community networks.
- (vii) Employment & Business resilience, economic dependence, access to financial aid/insurance, cost of recovery
- (viii) Land degradation, water supply, ecosystem disruption, and air quality.
- 5. Stakeholder Engagement: Fulsome engagement with the community, local First Nations, and all relevant stakeholders. This may include, but is not limited to:
 - (i) Town Staff
 - (ii) Emergency Planning Committee
 - (iii) Lower Kootenay Band
 - (iv) yaqan nu?kiy
 - (v) Regional and Provincial governments
 - (vi) Emergency services including police and ambulance
 - (vii) Utility providers
 - (viii) Interior Health, including hospital staff and long-term care facility staff
 - (ix) Non-profit organizations
 - (x) Community members
 - (xi) Business Owners
 - (xii) Subject Matter Experts
- Provide recommendations based on hazard, risk, & vulnerability analysis to help ensure Creston's resilience in the event of and emergency or disaster, and to effectively prepare, mitigate, respond, and recover.

Recommendations

- (i) Infrastructure improvements for resilience
- (ii) Land use & planning guidelines or restrictions
- (iii) Community preparedness (awareness & education)
- (iv) Emergency response
- (v) Communication strategies, internally and externally
- (vi) Policy, plan, or bylaw upgrades
- (vii) Training & exercises for staff or volunteers
- (viii) Warning systems
- (ix) Mutual aid agreements to implement
- (x) Recovery, including psychosocial resilience
- 7. Develop hazard scenarios that can be used by staff for training purposes.
- 8. Provide a method to the Town for monitoring and updating the HRVA every 3-5 years.

Reference Materials

Proponents should identify any relevant documents or data that would contribute to achieving the objectives.

Information that will be made available to the Consultant includes:

- Wildfire Resiliency Plan (2023)
- Asset Management Plan (2019)
- Climate & Hydrological Projections (2023)
- IDF Curve report (2015)
- Disaster Response Plan (updated 2025)
- Evacuation Plan
- Housing Needs Assessment (2024)
- Sanitary Sewer Master Plan (2011)
- Water Master Plan (2010)

Project Schedule

May 15 th , 2025	- Issue Request for Proposals
May 30 th , 2025	- Deadline to submit questions
June 13 th , 2025	- Closing date for submissions
June 20 th , 2025	- Review recommended proposals
June 25 th , 2025	- Award contract
June 27 th , 2025	- Kick-off Meeting
August 29 th , 2025	- Report 1: Data Collection & Analysis
November 14 th , 2025	- Report 2: Risk Assessment & Vulnerability Assessment
January 30 th , 2026	- Report 3: Stakeholder feedback
March 27 th , 2026	- Final Report with recommendations

Budget

The budget for the full development of the HRVA is \$180,000. Your proposal should allocate resources as follows:

- > \$145,000 for consideration of natural hazards such as wildfire and flooding
- > \$30,000 for non-natural hazards such as chemical spill, disease, or technology failure
- > \$5,000 will be provided as honoraria for engagement with local First Nations

PROJECTS THAT EXCEED THIS BUDGET WILL NOT BE CONSIDERED.

Schedule 2 PROPOSAL SUBMISSION FORM



PROPOSAL SUBMISSION FORM

Town of Creston

REQUEST FOR PROPOSAL

RFP NO. XXXX

Hazard, Risk, & Vulnerability Assessment

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)	\$	
ANY ADDITIONAL COSTS	\$	
ANY ADDITIONAL COSTS	\$	

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

2.0 Period of Acceptance of Proposal

Th	ie auoted	price will	l remain fir	m to this	late:	

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

Evaluation Criteria	Maximum Points Possible
Proponent's Qualifications	15
Experience & technical qualifications	15
References	Pass/Fail
Approach & Methodology	60
Proposed methods, scope, & risk mitigation	30
Stakeholder engagement	20
Timeline	10
Financial Offering	20
Fee matrix	5
Competitive advantage & innovative service	10
Price	5
Social Value Criteria	5
TOTAL	100

Proponent's Qualifications:

- Comprehensive understanding of the project objectives, outcomes, and vision
- Description and role of team members and any sub-consultants
- Experience and Qualifications of team members
- Describes previous experience working with First Nations
- Provide local knowledge and experience working locally
- GIS capabilities and experience
- Experience meeting legislative requirements in BC

Approach & Methodology

- Describe engagement plans with all relevant stakeholders.
 - o Describe engagement methods to be utilized and how data will be collated
 - Highlight previous experience in stakeholder engagement on HRVA development
 - Describe local experience/connections
 - Provide experience working with First Nations
 - o Provide a clear timeline for engagement
- Provide schedule and availability

- Describe the number and types of hazards that will be identified and analyzed
- Provide the risk assessment approach
- Discuss data collection methods and analysis approach
- Provide previous experience delivering HRVAs in alignment with the four phases of emergency management and industry best practices.
- Identify the challenges you see in completing this project and how you propose to meet these challenges to ensure the project is completed on time.
- Provide a template outlining the structure and content of the HRVA.

Financial Offering

- Provide a fee matrix with hourly rates and charges by level of effort (hours) associated with the task and a total lump sum fee, including disbursements
- Provide information on what makes your services innovative, what your competitive advantage is, and what other services and value-added your firm provides that would assist or be of benefit to the Town.
- Projects that exceed the budget amount will not be considered.

Social Value Criteria

Please refer to Schedule 3.

Provide answers for evaluation 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	
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 the price and other information contained in this Proposal are correct, and that the signature(s) below are those of duly authorized signatories 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

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? (Examples of equity deserving groups include youth (16-29), Indigenous, racialized minorities, people with disabilities and people experiencing homelessness)			

	Procurement Practices	Yes	No	Describe or provide supporting documentation
2	Do you practice social procurement?			
	(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.)			
3	Do you have an apprenticeship, paid internship, or paid work experience program?			
	(Details should include how many apprentices or individuals have participated.)			
4	Do you provide extended health and dental benefits to your employees?			
	(If yes, please indicate provider)			
5	Do you work with social enterprises in any manner?			
6	Do you have written policies in place respecting hiring, salary, benefits, termination and/or retirement practices to prevent discrimination based on age, gender, gender identity, gender expression, race, ethnicity, religion, or sexual orientation?			

	Procurement Practices	Yes	No	Describe or provide supporting documentation
7	Do you have a recycling program to reduce or eliminate pollution and waste in its operations?			
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 journeyperson 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 vison 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 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.

Schedule 4 SERVICES AGREEMENT



THIS AGREEME	NT is entered into as of the day of, 20.
BETWEEN:	
	ORGANIZATION NAME <address></address>
	(the "Contractor")
AND:	
	TOWN OF CRESTON P.O. Box 1339, 238 10 th Ave. North, Creston, B.C., VOB 1G0
	(the "Town")
WHEREAS:	

The Town wishes to retain the services of the Contractor as an independent contractor; and

The Contractor agrees to the provision of such services on the terms and subject to the conditions set out in this Agreement;

NOW THEREFORE in consideration of the terms set out in this Agreement and the obligations to be performed by the parties, the parties agree as follows:

Engagement

The Town hereby engages the Contractor and the Contractor hereby accepts the engagement upon the terms and conditions hereinafter set forth.

Services

The Contractor agrees to perform the services described in Schedule "A", which is attached to and forms part of this Agreement (the "Work").

The Contractor shall carry out the Work in consultation with and as directed by the Chief Administrative Officer of the Town and covenants to conduct the Work in a businesslike manner, in keeping with professional practices in the industry and in a lawful manner.

The Contractor shall provide the Town with regular written progress reports, in such form and at such times as the Town may reasonably require. All reports and copies of reports are to be directed to the Town to the attention of the Chief Administrative Officer.

Term of Engagement

The Contractor shall have the Work completed by <Insert Date> (the "Completion Date"). The Completion Date may only be extended by mutual agreement.

The term of this engagement shall be from the date of execution of this Agreement to the Completion date (the "Term"), unless terminated earlier or extended in accordance with this Agreement.

Compensation and Accounts

As full compensation for the Contractor's performance of the Work, the Town agrees to pay <Compensation>, plus applicable GST, with additional services as required being charged at <insert if necessary>.

The Town shall, within 30 days of receipt of a statement of account furnished by the Contractor, and provided that the Town does not in good faith dispute the statement of account, pay the Contractor the amount charged on the statement of account, less any applicable holdbacks.

Insurance and Indemnity

The Contractor shall at its own expense obtain and maintain while this Agreement is in force, comprehensive general liability insurance in an amount not less than five million dollars (\$5,000,000.00) for each occurrence which names the Town as an additional named insured. The Contractor shall provide the Town with a certificate of insurance upon request.

The Contractor shall indemnify and hold harmless the Town, its elected officials, officers, employees and agents from and against any actions, proceedings, claims, liabilities, demands, losses, damages, costs (including legal costs) or expenses arising out of or in any way connected with this Agreement and the performance of the Work, except this indemnity shall not apply with respect to any losses that are finally judicially determined to have resulted primarily from the gross negligence or wilful misconduct of the Town. This section and the indemnity it creates survive any termination of this Agreement.

Independent Contractor

The Contractor acknowledges and agrees that in performing the Work, it is operating as an independent contractor and it shall not act or hold itself out to be an agent of the Town and shall not bind the Town to any agreement or transaction.

The Town will make no deduction from monies paid for the Work performed for any government statutory taxation plan including income tax, government pension plan and unemployment insurance premiums and the Contractor is solely responsible for reporting and remitting any monies owing directly to any government as and when required.

The Contractor shall, and covenants to, register with workers' compensation and any Provincial or Federal employment commission or authority or equivalent and to pay all levies, premiums, and

assessments required to maintain itself in good standing with such authorities in respect of the Work to be performed under this Agreement. The cost of any workers' compensation coverage shall be borne by the Contractor.

Termination

This Agreement may be terminated by the Town or the Contractor at any time during the Term by providing 30 days' written notice to the other party to that effect.

If the Contractor violates any provision of this Agreement, or any provision of the Town's bylaws or Provincial and Federal legislations, the Town may terminate this Agreement immediately without providing notice as provided for in clause 7.1 of this Agreement.

The Town shall pay within two (2) weeks of the date of termination all amounts owing to the Contractor up to the date of termination.

Assignment

The Contractor shall not assign any of its rights or obligations under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of the Town.

Notice

Any notice or other communication required or permitted to be given under this Agreement by any party shall be in writing and shall be deemed to have been well and sufficiently given if sent by e-mail or facsimile or delivered personally, by courier or by registered mail to the address of the other party as it appears in the introductory section of this Agreement. Any such notice shall be deemed to have been received, if e-mailed or faxed, on the day of transmission with answer back confirmation, and if delivered personally or by courier, on the date of delivery. Notice sent by registered mail shall be deemed to have been delivered at the earlier of the time when the receipt is signed by the addressee and 72 hours after the mailing of the Notice in any post office in Canada.

Confidentiality of Information

The Contractor shall take all reasonable precautions to ensure that it, its directors, officers, employees and agents keep confidential any information concerning the Work carried out under this Agreement and any information it becomes aware of relating to the Town as a result of it performing the Work.

Modification

No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

Entire Agreement

This Agreement and any schedule(s) attached constitute the entire agreement of the parties. Any and all prior agreements, understandings, and representations, either oral or in writing, with respect to the engagement of the Contractor by the Town are hereby terminated and cancelled in their entirety and are of no further force and effect.

Enurement

This Agreement shall enure to the benefit of and be binding upon the parties and their successors, and permitted assigns.

Severability

In the event that any provision of this Agreement is found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, such finding will not affect any other provision in this Agreement which will continue to be in full force and effect.

Waiver

Waiver by one party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

Governing Law

This Agreement shall be governed by and any disputes arising under this Agreement shall be determined in accordance with the laws of the Province of British Columbia and the parties agree to attorn to the jurisdiction of the courts of British Columbia.

Counterparts

This Agreement and any amendment may be executed and delivered in counterparts, each of which when delivered, either in original or facsimile form, shall be deemed to be an original and all of which together shall constitute one and the same document.

N WITNESS WHEREOF the pa	rties have signed this Agreement, the day of, 2024.
<insert name=""></insert>	TOWN OF CRESTON
By:Authorized Signatory	By: Authorized Signatory
Print Name	Print Name

SCHEDULE "A"

<Proposal or Statement of Work>