



Request for Proposals

Consultant for Village of Cumberland Heritage Management Plan

Closing Location

2673 Dunsmuir Avenue
Cumberland, BC V0R 1S0

Closing Date and Time

3:00 pm Pacific Daylight Time
October 16, 2015

Submitted to:

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Senior Planner
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A. INTENT

The Corporation of the Village of Cumberland (“The Village”) is seeking Proposals from qualified consultants to produce a Heritage Management Plan, for all areas within the Village boundaries, as set out in Part D, Scope of Work, of this RFP.

B. DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS**1.0 DEFINITIONS**

Throughout this Request for Proposal, the following definitions apply:

“Contract” means the written agreement resulting from this Request for Proposal executed by the Village and the Consultant.

“Consultant” means the successful Proponent to this Request for Proposal who enters into a written Contract with the Village.

“Council” means the Council of the Village.

“LGA” means *Local Government Act*.

“must”, “shall” or “mandatory” means a requirement that must be met.

“OCP” means Official Community Plan in conformance with the *Local Government Act*.

“Proponent” means an individual or a company that has been requested to and submits, or intends to submit, a proposal in response to this Request for Proposal.

“Proposal” means a submission in response to this Request for Proposal.

“Request for Proposal” and **“RFP”** means this Request for Proposal.

“Saito House” means the last remaining house, built by M. Saito, in the No. 1 Japanese Townsite in the Coal Creek Historic Park

“Village” means as the context requires, the Corporation of the Village of Cumberland or the area within the boundaries of the Village of Cumberland.

2.0 TERMS AND CONDITIONS

The following terms and conditions apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms that follow and that are included in any addenda issued by the Village.

3.0 ALTERNATIVE SOLUTIONS

If alternative solutions are offered, the information should be submitted in the same format but as a separate Proposal and clearly marked as an alternative solution.

4.0 CHANGES TO PROPOSALS

By submission of a written notice, a Proponent may amend or withdraw its Proposal prior to the closing date and time.

Upon Closing, all Proposals become irrevocable. The Proponent may not change the wording of its Proposal after Closing and no words or comments may be added to the Proposal unless requested by the Village for clarification.

5.0 PROPONENTS' EXPENSES

Proponents are solely responsible for their own expenses in preparing a Proposal. If the Village elects to reject all Proposals, the Village will not be liable to any Proponent for any claims for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with a final Contract, costs for returning unopened Proposals, or any matter whatsoever.

6.0 PROPOSAL VALIDITY

Proposals will be open for acceptance for at least 60 days after the closing.

7.0 FIRM PRICING

- a) Proponents shall base their Proposal on furnishing everything required to complete this project, including all labour, materials, tools, equipment, advertising, displays, handouts, meeting venue costs and all necessary supplies and incidentals.
- b) Proposals must include a Proponent maximum fee including sub-consultants to complete this project.
- c) Prices will be firm for the entire Contract period unless this RFP states otherwise.

8.0 CURRENCY AND TAXES

Prices quoted will be in Canadian Dollars and inclusive of duty, delivery charges where applicable, and exclusive of GST and other taxes which shall be shown separately as applicable.

9.0 SUB-CONTRACTING

- a) Using a sub-consultant (who must be clearly identified in the Proposal) is acceptable. This includes a joint submission by a Proponent and sub-consultant who have no formal corporate links. However, the Proponent must be prepared to take overall responsibility for successful interconnection of the two product or service lines and this must be defined in the Proposal.
- b) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Village'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.

- c) 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 Village.

10.0 ACCEPTANCE OF PROPOSALS

- i) This RFP must not be construed as an agreement to purchase goods or services. The Village is not bound to accept the lowest priced or any Proposal of those submitted. The Village is under no obligation to receive further information, whether written or oral, from any Proponent.
- ii) Neither acceptance of a Proposal nor execution of a Contract will constitute approval of any activity contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, or municipal statute, regulation or bylaw.
- iii) The Village reserves the right to reject any Proposal and to accept any Proposal notwithstanding any non-compliance with this RFP. The Village may select any Proposal for acceptance or negotiation with the Proponent by selecting the Proposal which the Village, in its sole unrestricted discretion and on the basis of such criteria as it considers appropriate, deems to be in the best interests of the Village.
- iv) The Village will evaluate proposal submissions based on “best value” using the following criteria:

i) Qualifications & experience	15%
ii) Methodology & work plan	20%
iii) Project understanding & innovation	25%
iv) Cost of proposal	20%
v) Community engagement strategy	15%
vi) Proposal clarity & presentation	5%
- v) If a proposal contains a defect or fails to comply with the requirements of the proposal documents, which in the sole discretion of the Village is not material, the Village may waive the defect and accept the proposal.
- vi) No Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, whether in respect of Proposal preparation costs, loss of anticipated profit, or any other matter whatsoever, and by submitting a Proposal each Proponent shall be deemed to have irrevocably waived any such claim.
- vii) The Village reserves the right to cancel this RFP at any time and for any reason, and in so doing to reject all Proposals, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of such cancellation.

- viii) The Village reserves the right to enter into negotiations with one or more Proponents concerning the terms and conditions of the Services to be provided, and expressly reserves the right through such negotiations to request changes, alterations, additions or deletions from the terms of any Proposals received.
- ix) The acceptance of any Proposal is subject to funding and may require approval of the Council.
- x) After acceptance by the Village, the successful Proponent will be issued a written Notice of Award.

11.0 DEFINITION OF CONTRACT

Notice in writing to a Proponent of the acceptance of its Proposal by the Village and the subsequent full execution of a written Contract will constitute a Contract for the Services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

12.0 LIABILITY FOR ERRORS

While the Village has used 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. The information is not guaranteed or warranted to be accurate by the Village, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

13.0 MODIFICATION OF TERMS

The Village reserves the right to modify the terms of the RFP at any time at its sole discretion. Such modifications will be communicated to all Proponents through formal addenda.

14.0 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

All documents, including Proposals, submitted to the Village become the property of the Village. Each Proposal should clearly identify any information that is considered to be confidential or proprietary information.

However, the Village is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. As a result, while section 21 of the *Freedom of Information and Protection of Privacy Act* does offer some protection for confidential third party business, financial and proprietary information, the Village cannot guarantee that any such information provided to the Village will remain confidential if a request for access is made under the *Freedom of Information and Protection of Privacy Act*.

15.0 CONFIDENTIALITY OF INFORMATION

Information pertaining to the Village obtained by the Proponent as a result of participation in this project is confidential and must not be disclosed without written authorization from the of Village.

C. PROPOSAL SUBMISSION REQUIREMENTS

1.0 PROPOSAL SUBMISSION

- a) Two (2) bound copies of the Proposal, plus an electronic version on CD or USB stick in pdf and in WORD 2007 format, must be received no later than 3:00 pm. Pacific Daylight Time on October 16, 2015, (Closing) in a SEALED envelope clearly marked with the Proponent's name and address AND clearly marked "Village of Cumberland Heritage Management Plan" at the following location:

2673 Dunsmuir Avenue, Cumberland, BC, V0R 1S0

- b) Proposals are to include the following:
- i) A schedule for completion of the project broken down by phase and task;
 - ii) A description of the tasks to be undertaken and methodologies to be used by the Proponent including how each consultation event will be advertised and programmed;
 - iii) Lead, team members and sub consultants;
 - iv) Project costing including:
 - i) proponent maximum fee;
 - ii) a breakdown of project costs by task in a manner that allows for easy cross-referencing of task, personnel, timing and costs:
 - aa) for each task include the hours estimated for each individual, including sub-consultants, showing charge-out rate, total hours and disbursements per task; and
 - bb) subtotals for each phase in the project;
 - iii) total hours and fees per individual, including sub-consultants, to be assigned for the entire project; and
 - iv) the cost to the Village should meetings in addition to those noted in the Proposal be required;
 - v) The educational and professional qualifications of each individual to be assigned, including subconsultants. Include a summary of each individual's work experience with related projects highlighting creation of Heritage Management Plans;

- vi) A list of references from clients who have engaged the Proponent and sub-consultants to complete similar projects, include the name, address and phone number of references; and
 - vii) Assurance that the Proponent and any proposed sub-consultant are not in a position which may be perceived as a conflict of interest with respect to undertaking this project.
- c) Proposal format:
- i) Proposals must be submitted in a sealed package with the name and address of the Proponent and the Request for Proposal title clearly marked on the outside.
 - ii) Facsimile and electronic submissions will not be considered.
 - iii) Late Proposals will not be considered and will be returned to Proponents unopened at the Proponent's expense.
 - iv) Proposals that are unsealed; conditional; illegible; obscure; contain arithmetical errors; erasures, alterations, or irregularities of any kind; may, at the discretion of the Village, be declared disqualified.
 - v) The person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this RFP must sign the Proposal Form provided herein. Unsigned Proposals will be declared disqualified and returned.
 - vi) Proponents shall be solely responsible for the delivery of their Proposals in the manner and time prescribed. All submissions must be delivered according to the instructions herein. The Village will accept no responsibility for documents delivered to other Village facilities and at the discretion of the Chief Administrative Officer may be declared disqualified.

2.0 ENQUIRIES

- a) All enquiries related to this RFP are to be directed, in writing or by email, to:
Judith Walker, MBCSLA, RPP
250 336-3011
Fax 250 336-2321
Email: jwalker@cumberland.ca
- b) Information obtained from any other source is not official and should not be relied upon.

3.0 ADDENDA

- a) Addenda may be issued during the Proposal period in response to queries received. Addenda will be published at the Village website. It is the

responsibility of the proponent to monitor the website to check for updates. All addenda become part of the Contract document and must be considered when responding to this RFP.

- b) Verbal answers are binding only when confirmed by written addenda.

4.0 TERM

The Term of the proposed Contract will be for a period of six (6) months beginning on or around November 1, 2015 and ending on or around April 30, 2016. The timetable may be altered by mutual agreement between the Village and Consultant.

5.0 DISCLAIMER

Each Proponent is responsible to review and understand the terms and conditions of this RFP, and the scope of work being requested. The Village makes no representation or warranty as to the accuracy or completeness of the information contained in this RFP and the Proponent is solely responsible to ensure that it has obtained and considered all information necessary to understand the requirements of the RFP, and to prepare and submit its Proposal. The Village will not be responsible for any loss, damage or expense incurred by a Proponent as a result of any inaccuracy or incompleteness in this RFP, or as a result of any misunderstanding or misinterpretation of the terms of this RFP on the part of any Proponent.

6.0 COMMITMENT BY THE VILLAGE

- a) The Village will make available, upon request and at no cost to the successful Proponent, any existing Village maps, plans, reports and copies of relevant bylaws, including hard copies that are not posted on the Village website.
- b) The successful Proponent may be required to sign non disclosure, confidentiality or other agreements when access is provided to Village information.
- c) Village meeting rooms, when available, may be used at no charge to the Consultant and are to be arranged through Village administration.
- d) Subject to availability, Village staff will assist during public events.
- e) Subject to resource availability, notices and information in PDF format may be forwarded for posting on the Village website free of charge.
- f) Project costs which are the responsibility of the Village are limited to the following specified items:
 - i) Council meetings, and
 - ii) Mail out and notification to the community of meetings, events, and surveys

D. SCOPE OF WORK

1.0 BACKGROUND

The Village of Cumberland, with a population of approximately 3,700 people, is situated on the east coast of Vancouver Island, within the Comox Valley. It is primarily a residential community with an historic commercial core. The Village along with the adjacent municipalities of Courtenay and Comox comprise the urban core of the Comox Valley Regional District that has a total population of approximately 60,000.

The Village's current Official Community Plan (OCP), Bylaw 990, was adopted in August 2014. This process yielded a well-supported community vision including new heritage protection powers through a Heritage Conservation Area in the historic downtown core, with Heritage Alteration Permit requirements. Development of a new zoning bylaw in compliance with the OCP is currently being developed and is expected to be adopted by May 2016.

The Village of Cumberland has an active Heritage Commission, who will play an integral role in the development of the Heritage Management Plan, but the Village has no approved existing Heritage Management Plan, or Community Heritage Registry.

There are two existing documents on heritage planning for the Village:

- *The Village of Cumberland Heritage Conservation Management Plan* (1993); and
- *Village of Cumberland Heritage Management Plan* (2002).

These documents were not endorsed by Council and although useful in terms of context, have no official status.

Two publications provide important background history of the Village: *One Hundred Spirited Years – A History of Cumberland* (Isenor, Stephens & Watson, 1988) and *Cumberland Heritage – A Selected History of People, Buildings, Institutions & Sites 1888-1950* (Jennifer Nell Barr, 1997). Both books are available through Vancouver Island Regional Library and for purchase at the Cumberland Museum & Archives.

There are five sites with heritage designation by bylaw: the old post office, the Legion arch and the Cumberland, Chinese & Japanese cemeteries. The *Village of Cumberland Cemeteries Master Plan*, which was completed in August 2014 addressed the three historic burial areas in the Village: the Cumberland Cemetery, the Cumberland Chinese Cemetery and the Cumberland Japanese Cemetery and outlined the importance of a Heritage Management Plan to identify how the sites should be managed.

So while the community identifies that the historical aspects of the Village are very important, there is no common understanding of what is historically important, why, and how to protect those important values over time. In 2014, Council directed staff to begin the process to develop a Heritage Management Plan in order to reach this community understanding of heritage value in the Village, including a conservation plan for Village-owned assets.

2.0 STUDY AREA

The study area is comprised of all lands within the Village as identified on Village of Cumberland Official Community Plan Bylaw 990, 2014.

3.0 OBJECTIVES

Preference will be given to the proposals with the following objectives:

- a) Development of an **Inventory of Heritage Values**, including, but not limited to, the Saito House, historic industrial artifacts, residential houses, and commercial buildings;
- b) Development of a **Community Heritage Register**, based on the Heritage Inventory;
- c) Development of a **Heritage Management Plan**, with enhanced public consultation, that:
 - i) is consistent with legal and administrative limitations;
 - ii) is based on the principles highlighted in the OCP and integrates with important historic issues identified by the community in that document;
 - iii) is pragmatic and is technically sound;
 - iv) uses graphics to illustrate concepts and definitions, where needed; and provide clarity;
 - v) is clear and concise in organization, intent, language and relationship to *Local Government Act (LGA)* provisions;
 - vi) includes a conservation plan for Village owned assets and the identification of tools to be utilized for the conservation of heritage values and sites on non-municipal property within the Village;
 - vii) provides clear implementation guidelines;
 - viii) is inclusive of regulations to support the growth of local and regional target economic growth sectors (e.g. green industry, eco-tourism);
 - ix) is consistent with *The Village of Cumberland 2015 Corporate Strategic Priorities*

4.0 SCOPE OF ANALYSIS

Preference will be given to the proposals with the following:

- a) Compliance with all legal requirements regarding content and process included in *Part 27 – Heritage Conservation (LGA)*. The references in this RFP to specific statutory requirements are not a comprehensive listing of all statutory or legal requirements;
- b) Preparation of a public consultation process with the following:

- i) Village of Cumberland Heritage Commission (plus, optional at Council's discretion: Advisory Planning Commission, Homelessness & Affordable Housing Select Committee & Accessibility Select Committee);
- ii) Intergovernmental agencies (if appropriate);
- iii) General public: including the facilitation of participation and issue identification; and,
- iv) Business community in Heritage Conservation Area (HCA)

5.0 PROJECT PROCESS AND REPORTING STRUCTURE

- a) The Consultant will be required to liaise with Village staff throughout the project. Staff will be available on an ongoing basis to discuss issues as they arise. Contact with the Village will be through the Senior Planner, Judith Walker, or in her absence, the Chief Administrative Officer, Sundance Topham;
- b) All work must be approved by, and carried out to the satisfaction of the Village;
- c) Consultant will be responsible for the cost of preparing one unbound copy suitable for photocopying and one electronic copy of all reports and submissions to Council. Electronic copies must be in pdf and MSWord 2007 Format for text, maps and data delivered as ArcGIS 10.2.2 Geodatabase with corresponding ArcGIS MXD (Map Document) files and when required JPG and pdf format for graphics.

Preference will be given to the project plan that includes the following key benchmarks:

Inventory of Heritage Values

- Initial Consultant/Staff orientation meeting;
- Review of draft public consultation process by staff;
- Context study and thematic framework to identify elements of history that contribute to current character and identity; Includes historic industrial artifacts such as mining fan houses, power generation plans etc. on public and private lands;
- Conduct a heritage values workshop (including an online component) that captures the values of the themes held by citizens of Cumberland including tangible and intangible values;
- Identification of historic places that support the identified values (the inventory).

Community Heritage Register

- The result of the inventory is the development of a Community Heritage Register;
- Create criteria with which to evaluate nominated places;
- Nominations for the register will come from the public and the Heritage Commission who will assist the Consultant in evaluating nominations;

- Create a nomination form for ongoing additions to the register;
- Resolution of Council to create the Register

Heritage Management Plan

- Prepare an overarching policy framework to guide heritage conservation now and into the future;
 - Set out priorities for heritage conservation activities based on the identified heritage values and sites; including a conservation plan for Village owned assets (including municipal cemeteries) and the identification of tools to be utilized for the conservation of heritage values and sites on non-municipal property within the Village;
 - Set out goals and activities to reach those goals for year 1 and years 2-5;
 - Must directly reference the 2014 OCP.
- d) Any and all reports, documents, computer software, or other items of a nature whatsoever created by the Consultant or sub-consultants in the performance of the work for this project, whether completed or not, shall be the sole property of the Village, and shall be delivered to the Village at the end of the project or upon request, in digital form and three (3) hard copies.

6.0 REMUNERATION AND DELIVERABLES

- a) The total costs, excluding GST but including PST, expenses, and disbursements are not to exceed \$30,000.00.
- b) Fifty percent (50%) payment will be disbursed monthly upon the completion of key events to the satisfaction of the Village including the correction of any deficiencies noted by staff. Payment of the remaining fifty percent (50%) will be disbursed for each phase upon the completion of the phase to the satisfaction of the Village including the correction of any deficiencies noted by staff upon review of deliverables.
- c) The Heritage Management Plan, in its entirety, will be provided in digital copy as a MS WORD 2007 document formatted to the Village's satisfaction and three (3) bound hard copies of the final document.

7.0 AVAILABLE INFORMATION

- a) Proponents wishing to submit a proposal are encouraged to review the following materials to confirm the accuracy and completeness of their proposal prior to submission.
- b) Electronic consolidated versions of the following are available on the Village website cumberland.ca. (Note that the website does not contain the official version of the Bylaws: The Village does not warrant the accuracy or completeness of the electronic version of the Bylaws and in no event will the Village be liable or responsible for damages of any kind arising out of their use.)

- Village of Cumberland Official Community Plan Bylaw 990, 2014 along with map appendixes
- Village of Cumberland Zoning Bylaw 717 along with map appendixes
- Village of Cumberland 2015 Corporate Strategic Priorities
- Cumberland Enhancement Study (2008)

The following reports are also available upon request:

- *The Village of Cumberland Heritage Conservation Management Plan* (1993),
- *The Village of Cumberland Heritage Management Plan* (2002);

The two publications *One Hundred Spirited Years – A History of Cumberland* (Isenor, Stephens & Watson, 1988) and *Cumberland Heritage – A Selected History of People, Buildings, Institutions, & Sites 1888-1950* (Jennifer Nell Barr, 1997) are available through the Cumberland Museum & Archives and the Vancouver Island Regional Library. Copies of these two publications will be provided to the successful consultant for the duration of the project.

CONTRACT CONDITIONS

By submission of a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the Village based on this RFP, the Proponent's Proposal, and any negotiations concluded pursuant to Section B.10, which contract may also include the following contract clauses or clauses to like effect.

1.0 COMPLIANCE WITH LAWS

The Consultant will comply with all laws applicable to the work or performance of the Contract including provisions of the *Local Government Act* and/or *The Community Charter*.

2.0 LAWS OF BRITISH COLUMBIA

Any Contract resulting from this RFP will be governed by and will be construed and interpreted in accordance with all laws in affect of the province of British Columbia.

3.0 INDEMNITY

Notwithstanding the providing of insurance coverage by the Consultant, the Consultant hereby agrees to indemnify and save harmless the Village, its officers, agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out, related to, occasioned by or attributable to the activities of the Consultant, its servants, agents, sub-consultants and sub-operators, in providing the services and performing the work of the Contract, excepting always liability arising solely out of the negligent act or omission of the Village.

4.0 INSURANCE

The Consultant will be required to provide and maintain professional liability insurance in an amount not less than \$1,000,000.00 insuring the Consultants' liability resulting from errors and omissions in the performance of professional services under the Contract. Proof of insurance must be provided to the satisfaction of the Village.

5.0 REGISTRATION WITH WORKSAFEBC

The Consultant and any approved sub-consultants must be registered with the 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.

E. PROPOSAL FORM

CONSULTANT FOR
VILLAGE OF CUMBERLAND ZONING BYLAW

CLOSING: 3:00 PM PACIFIC DAYLIGHT TIME ON OCTOBER 16, 2015

This form must be completed, signed and included with the submission.

The undersigned confirms that their submission is in response to the Request for Proposals, Consultant for Preparation of Village of Cumberland Zoning Bylaw and the Proponent acknowledges receipt of addenda # _____ through addenda # _____

Name of Firm: _____

Address: _____

Phone: _____ **Fax:** _____

Email: _____

Contact Name: _____

Position : _____

Phone: _____ **Fax:** _____

Email: _____

Authorized Signature

Name and Title

Date