



## Request for Proposals

### Village of Cumberland

### Development Approvals Process Modernization

**ISSUED:** October 28, 2021

**Closing Location**

2673 Dunsmuir Avenue  
Cumberland, BC V0R 1S0

**Closing Date and Time**

2:00 pm Pacific Daylight Time  
Tuesday November 23, 2021

**Submitted to:**

Courtney Simpson  
Manager of Development Services  
Telephone: 250-336-3019  
Email: [csimpson@cumberland.ca](mailto:csimpson@cumberland.ca)

Questions are requested at least five (5) business days before closing.

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**A. INTENT**

The Corporation of the Village of Cumberland (“The Village”) is seeking proposals from qualified consultants to lead a review and modernization of the development approvals process, 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.

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

“**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.

“**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 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.

**4.0 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.

## **5.0 PROPOSAL VALIDITY**

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

## **6.0 FIRM PRICING**

- a) Proponents shall base their Proposal on furnishing everything required to complete the consulting services, including all labour, materials, tools, equipment, travel costs 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.

## **7.0 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.

## **8.0 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.

## 9.0 SOCIAL PROCUREMENT

The Village's procurement is guided by its social procurement framework which may be viewed at [cumberland.ca/social-procurement](http://cumberland.ca/social-procurement), and the evaluation of proposals takes Social Procurement into consideration. See the evaluation and selection criteria matrix for points assigned to social procurement.

As part of any submission the Proponent is encouraged to identify to the Village how they may contribute to the following key social, employment and economic goals as outlined in the Village's Social Procurement Framework.

- Contribute to a stronger local economy for the Village of Cumberland;
- Promote the Living Wage and fair employment practices;
- Increase the number of local jobs that support young working families within the Village of Cumberland;
- Increase social inclusion, by improving contract access for equity-seeking groups, such as social enterprises;
- Increase training and apprenticeship opportunities;
- Enhance community arts and culture infrastructure within the Village of Cumberland;
- Improve and enhance public spaces within the Village of Cumberland;
- Help move people out of poverty, providing increased independence and sustainable employment for those in need;
- Improve opportunities for meaningful independence and community inclusion for citizens living with disabilities; and
- Stimulate an entrepreneurial culture of social innovation for the Village of Cumberland.

## 10.0 ACCEPTANCE OF PROPOSALS

- a) 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.
- b) 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.
- c) 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.

- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) The Village reserves the right to select one or more Proponents for further consideration following the initial proposal evaluation process. The Village may require in-person presentations or interviews with Proponents selected for final consideration, prior to negotiating a contract.
- i) The acceptance of any Proposal is subject to funding and may require approval of the Council.
- j) 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. By submission of a Proposal, the Proponent agrees that, should it be identified as the successful Proponent, it is willing to enter into a Contract with the Village within fifteen (15) days of the date of the Notice of Award.

#### **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 Village.

## **C. PROPOSAL SUBMISSION REQUIREMENTS**

### **1.0 PROPOSAL SUBMISSION**

- a) Responses should be delivered electronically via email as outlined below no later than 2:00 pm Pacific Daylight Time on Tuesday November 23, 2021, (Closing) and should be clearly marked '**Village of Cumberland Development Approvals Process Modernization Consultant**':

Attention: Courtney Simpson  
Village of Cumberland  
Email: [csimpson@cumberland.ca](mailto:csimpson@cumberland.ca)

- b) Proposals are to include the following sections:

- i) General:

An introductory cover letter that includes a general background overview of the Proponent, identification of similar services provided for other

clients and outline of expected approach for successfully undertaking the project.

ii) Relevant Experience:

This section must include:

- A listing of two (2) recent relevant project experience. Project descriptions should include a summary of related work, including scope, project successes, location and length of time of project

iii) Proposed Schedule:

This section must include:

- A schedule for completion of the project broken down by phase and task.
- A description of the tasks to be undertaken and methodologies to be used by the Proponent.
- Lead, team members and sub-consultants.

iv) Qualifications:

This section must include:

- Educational and professional qualifications of each individual to be assigned. Include a summary of each individual's work experience with related projects.
- Identification and brief description of experience and relevant qualifications. Resumes may be included as an appendix.

v) Financial Expectations

This section must include:

- 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:
  - (a) for each task include the hours estimated for each individual, including sub-consultants, showing charge-out rate, total hours and disbursements per task; and
  - (b) subtotals for each phase in the project.
- iii) Total hours and fees per individual, including sub-consultants, to be assigned for the entire project.



- vi) References:  
A list of references from a minimum of two (2) clients who have engaged the Proponent 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 emailed with the Request for Proposal title clearly indicated in the subject line (Please request confirmation of receipt of any emailed proposals).
  - ii) Facsimile submissions will not be considered.
  - iii) Proposals submitted after the proposal closing deadline (no later than 2:00 pm Pacific Daylight Time) will be rejected.
  - iv) Proposals that are 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 or to any other delivery method other than what has been prescribed within and at the discretion of the Chief Administrative Officer may be declared disqualified.

## 2.0 ENQUIRIES

- a) All enquiries related to this RFP shall be directed to:

Courtney Simpson  
Manager of Development Services  
Village of Cumberland  
Telephone: 250.336.3019  
Email: [csimpson@cumberland.ca](mailto:csimpson@cumberland.ca)

- b) Enquiries will be accepted until 2:00 pm Tuesday, November 16, 2021.

- c) Information obtained from any other source is not official and should not be relied upon.

### **3.0 ADDENDA**

- a) Any questions that are received by the Village that affects the Request for Proposal process will be issued as addenda by the Village.
- b) 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.
- c) Verbal answers are binding only when confirmed by written addenda.

### **4.0 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.

### **5.0 EVALUATION AND SELECTION CRITERIA**

Evaluation of Proposals will be by the Village according to the criteria identified below. Those Proposals passing the mandatory requirements will be further evaluated against the point-rated criteria. During the evaluation process, Proponents may be required to provide clarification to statements made in their Proposals. The Village reserves the right to contact any person or organization to determine the reputation of the proponent.

<b>Mandatory Criteria</b>
Proposal Form completed and signed by a person authorized to bind the Proponent to statements made in the submission.
Proposal must be received via the specified email by the specified Closing date and time.

Point-rated Criteria	Points Assigned	Score per Criteria (Multiplier)					Weighted Total
		Poor (.3)	Marg. (.5)	Fair (.7)	Good (.9)	Exc. (1.0)	
Experience and qualifications	40						
Methodology - Detailed method/planning and work program	30						
Cost to the Village including disbursements	15						
Reputation and feedback from references	10						
Social Procurement	5						
Total Points	100						

## 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 background information, 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. SCOPE OF WORK

### 1.0 INTRODUCTION

The Village is seeking proposals from qualified consultants to lead a review and modernization of the development approvals process. The Village has recently experienced dramatic growth, an influx of new residents and a development boom. The existing development approvals process, public communication materials, and document management systems are no longer adequate to handle the high volume and sophistication of development activity.

This project will include a review of the development approval process and result in changes to bylaws, policies, procedures, and public communications, including the selection of an electronic system to manage development applications.

These changes will result in increased process efficiency and effectiveness, reduced staff time spent responding to enquiries, and decreased applicant frustration. Improved systems and access to information will increase transparency and residents' understanding of the development process, including how they can become engaged and provide their input. Council will also receive training on the new, modernized development approvals process.

The budget for the contract is \$80,000.00, exclusive of applicable taxes.

## **2.0 OVERVIEW OF THE VILLAGE OF CUMBERLAND**

Between 2011-2016 the Village of Cumberland experienced dramatic growth of 10.4%, surpassing that of the Comox Valley Regional District (CVRD) and the Province by about threefold. The rapid influx of new residents has also resulted in a development boom over the last 5 years, with the majority of development currently driven by individual property owners, with limited new single-family homes and commercial buildings built by developers.

Application volume peaked in 2017 with a 72% increase from the previous year and has remained consistently around 50% higher than 2016 volumes. In numbers, there were 78 development applications in 2016, 152 applications in 2017, and 128 applications in 2020. The previous 5-year period had a relatively stable application volume before the 2017 spike. In 2020, the majority of building permits were for new or renovated single-family homes (55), secondary suite conversions (14) and accessory dwelling units (4).

Changes to Village policies, procedures, and bylaws during the last 5 years, including a new Official Community Plan in 2014 and Zoning Bylaw in 2017 also significantly increased growth and density opportunities. This has added to the development boom but also added complexity and time to the process through designation of new development permit areas, for example. At the same time, several advisory committees were established, creating a new referral step in the process for approving many development applications. The Village GIS and Building Inspection services are provided through contract with the Comox Valley Regional District. Information technology support is provided through a third party contractor.

## **3.0 PROJECT DELIVERABLES AND REQUIREMENTS**

The list below provides a breakdown of in-scope tasks for the Proposed Services. The consultant will be responsible for all aspects of process design and execution. The Village will retain responsibility for project oversight and communication. The consultant may propose an alternate timeline or approach to the outline provided below. Legal review, software purchase and implementation, and the bylaw amendment process are outside the scope of this contract.

Work must be completed by February 28, 2023.

**Phase 1 - Fall 2021** – Drawing from findings in the [British Columbia Development Approvals Process Review Final Report](#), conduct review of Village development approvals bylaws, process, staff capacity, role of advisory committees, and communications to identify opportunities for greater efficiency and effectiveness. Concurrently, establish criteria for new software to manage development approvals. A preliminary list of topics to review includes:

- Handling enquiries – review use of generic email address, record keeping, staff roles in answering different types of questions, response time, and where commonly asked questions can be replaced by website information.
- Public information and communications about the development approvals process and current development.
- Application intake process – formalizing the intake process will provide more clarity to applicants and staff about when their application is considered complete and submitted, and what timeline they can expect for their application to be processed.
- Referral of development applications to advisory committees - Currently all development applications are referred to at least one advisory committee unless specifically directed by Council to not refer. Establishing a policy for some types of applications to not require referral will reduce processing time for straight-forward or common applications and improve certainty.
- Overall clarity about the development process for applicants and the public and efficiency in processing for the Village.
- Review opportunities for Council to delegate some development approvals to staff.

The Phase 1 review will include engagement with the following groups:

- Village staff
- Council
- Development community

Phase 1 deliverable: a report and presentation to Council.

**Phase 2 – Spring 2022 to Winter 2022/23** – Implement changes to process and communications identified in review. Some anticipated steps subject to validation through the review in Phase 1, include:

- Update development permit area guidelines for accessory dwelling and other development permit area guidelines where identified in the internal review. Pursue delegation to staff.

- Create templates for staff reports for each type of application to help standardize the type of information provided to Council in preliminary and subsequent reports and help guide staff through the steps of the process to improve consistency.
- Update the development approvals process guide for staff.
- Update the Development Procedures and Fees Bylaw No. 1073, 2018 to simplify, clarify information needed for a complete application and implement any changes to policy for referral to advisory committees. Review and update the Development Approval Information Bylaw No. 809 if needed.
- Update Council Procedures Bylaw No. 964, 2012 to allow for some public hearings to be held during a Council meeting, and to clarify the process for receiving input on a development variance permit application.
- Create improved communication materials for applicants and realtors about the development approval process, particularly for common types of applications such as for accessory dwelling units.
- Update public information about how to submit comments and otherwise engage in the process for development applications.

Phase 2 deliverables: Items in the above list, subject to validation in Phase 1. There may be additional items identified in Phase 1, and some of the items listed below will not be pursued. Proposals should reflect that the specific deliverables in Phase 2a cannot be determined prior to start of the project.

- In coordination with to the above, the consultant to prepare and present a staff report to Council
- Village staff will coordinate legal review of bylaw amendments

**Phase 3 – Spring 2022** – Survey available options for new software to manage development approvals and recommend option that best meets criteria identified in Phase 1.

- Final selection, purchase, implementation and training on new software is not part of this contract.

Phase 3 will include engagement with the following groups:

- Village staff
- Comox Valley Regional District Staff – GIS, Building Inspection, and Long Range Planning department
- Village Information Technology consultant
- Development community
- Businesses providing potential software

Phase 3 deliverable: Internal report outlining assessment and recommendation.

**Phase 4: September – December 2022** – orientation and training on development approvals for new councillors (post-local government election).

Phase 4 deliverable: Prepare information package and deliver training to Council.

#### **4.0 REMUNERATION**

- a) Invoices shall be paid by the Village up to 80% of the contract value until receipt of the accepted Final Report and deliverables, upon which the remaining 20% shall be paid.
- b) A summary report with each invoice shall include details of the work performed, the number of hours worked for each day and date, the disbursements expended, and the totals for the period.
- c) Payment of monthly invoices by the Village shall be made within thirty (30) days after receipt by the Village.

#### **5.0 AVAILABLE INFORMATION**

The following is a preliminary list of relevant Village information that should be reviewed during the project. These are available at [cumberland.ca/topics/development/](http://cumberland.ca/topics/development/)

- Official Community Plan Bylaw No. 990, 2014
- Zoning Bylaw No. 1027, 2016
- Subdivision and Development Bylaw No. 948, 2012
- Development Variance Permit Guide
- Development Permit Guide
- Heritage Alteration Permit Guide
- Subdivision Application and Procedures Brochure
- R1-A Residential Infill Brochure
- Building in Cumberland Brochure

The British Columbia Development Approvals Process Review Final Report should be referred to as a guiding document for the rationale and opportunities for this project.

- [dapr\\_2019\\_report.pdf \(gov.bc.ca\)](#)

#### **E. 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.12.

**1.0 COMPLIANCE WITH LAWS**

The Consultant will comply with all laws applicable to the work or performance of the Contract.

**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 effect 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 employee(s), agent(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions and causes of action (collectively referred to as “Claims”), that the Village may sustain, incur, suffer or be put to at any time, either before or after the expiration or termination of this Agreement, that arise out of the acts or omissions, including negligent acts or omissions of the Consultant or its sub-contractor(s), servant(s), agent(s) or employee(s) under this Agreement, expecting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the Village, its other consultant(s), assign(s) and authorized representative(s) or any other persons.

**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 shall have Work Safe BC coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the execution of the Work, and shall comply with all conditions of the Workers Compensation Act and regulations there under. Upon request, the Village may consider providing the Consultant coverage under the Village’s existing Work Safe BC coverage. Any such inclusion under the Village’s existing coverage shall be at the Consultants expense.

**6.0 OWNERSHIP**

The material produced, furnished and used by the Consultant as a result of this Agreement will be the exclusive property of the Village upon completion of the Work.



**F. PROPOSAL FORM**

**Village of Cumberland Development Approvals Process Modernization**

**CLOSING: 2:00 PM PACIFIC DAYLIGHT TIME ON TUESDAY, NOVEMBER 23, 2021**

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 for the Village of Cumberland Properties and Facilities Consultant and the Proponent acknowledges receipt of addenda # \_\_\_\_ through addenda # \_\_\_\_

**Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Position :** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Date**