



**REQUEST FOR PROPOSAL (RFP)**

**Emergency Daytime Warming Centre  
Operator Services**

**RFP Reference No.: WR24-PDS01**

**Important dates and information to note:**

Estimated Contract Period: November 1, 2024, through March 31, 2025  
Submit Proposal to: Attn: Anne Berry  
City of White Rock  
15322 Buena Vista Avenue  
White Rock BC, V4B 1Y6

Or email applications to [aberry@whiterockcity.ca](mailto:aberry@whiterockcity.ca)

Estimated Available Funding: \$360,000.00 – including the provision of ATCO trailer and Tow n’ go style washroom facilities, and servicing hook ups

Designated Contact Person: Anne Berry, Director Planning & Development Services  
[aberry@whiterockcity.ca](mailto:aberry@whiterockcity.ca)

The City of White Rock is pleased to invite you to respond to this Request for Proposals (RFP) for the management and operation of an Emergency Daytime Warming Centre.

Release Date: July 19, 2024

Responses Due: August 19, 2024

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## Part A - INFORMATION AND INSTRUCTIONS

### 1.0 Introduction

The City of White Rock intends to retain a qualified Operator to provide an emergency daytime warming centre and associated support services for the winter 2024/2025 period. For more detailed information regarding the Scope of Work, refer to Part C-Terms of Reference.

### 2.0 Definitions

**"Addendum/ Addenda"** means a change, or addition, or correction significant enough to be formally made to this RFP. Addenda are posted on BC Bid.

**"Agreement"** means the written agreement entered into by the City and the Operator for the provision of the Services, substantially in the form attached hereto as Sample Operator Agreement in Part C.

**"BC Bid"** is a web-based service providing access to public sector business opportunities.

**"Business Day"** means any day from Monday to Friday inclusive, excluding statutory or civic holidays observed in British Columbia.

**"The City"** means the City of White Rock.

**"Closing Date and Time"** means the established date and time for the closing of this RFP as identified herein on the cover page or as amended through issuance of a Closing Date and Time publication.

**"Contract"** means a formal written Agreement formed between the Preferred Proponent and the City by way of the City issuing a purchase order, or by execution of a Contract Document(s).

**"Designated Contact Person"** has the meaning given on the cover page.

**"Evaluation Team"** means the team appointed by the City to evaluate the proposals submitted by proponents in response to this RFP.

**"GST"** means the Goods and Services Tax in effect in the Province of British Columbia at the time a Contract is executed.

**"Must"** or **"mandatory"** means, with respect to a requirement stated in this RFP, a requirement that needs to be met by the Proponent in order for a Proposal to be considered valid and be eligible for consideration.

**"Should"** or **"may"** or **"desirable"** or **"requested"** means, with respect to a requirement stated in this RFP, a requirement having a significant degree of importance to the RFP but one which the Proponent may, at its discretion, need not meet for a Proposal to be considered valid and be eligible for consideration.

**"Operator (Team)"** means the Preferred Proponent of this RFP who enters into an Agreement with the City.

**"Preferred Proponent"** means the Proponent selected by the Evaluation Team to enter into negotiations with the City for the intended purpose of concluding an Agreement.

**"Proposal"** means a Submission submitted in response to this RFP.

**"Requirements"** means all of the specifications, Requirements and Services set out in the RFP that describe the Requirements that the Services, goods, materials and equipment must meet, and the Operator must provide.

**"RFP"** means this Request for Proposal, including all schedules and addendum attached hereto.

**"ROW"** means Right of Way.

**"Services"** means the Services as outlined in Part C-Terms of Reference of this RFP document, or as otherwise agreed to.

**“Sub-Consultant”** means all sub-consultants, suppliers, and agents of the Proposal.

**“Submission”** means the Proponent’s offer made for this RFP with all appendices or addenda submitted by the Proponent in response to the RFP.

**“Work”** means all the labour, materials, equipment, supplies, Services, and other items necessary for the execution, completion and fulfilment of the Requirements.

### **3.0 Enquiries**

All enquiries and other communications including any request for information and clarification are to be directed in writing only to the **Designated Contact Person** as noted on the cover page of this RFP document and submitted prior to the enquiries deadline as noted on the cover page of this RFP. Enquiries and responses will be recorded and may be distributed at the discretion of the City.

The City shall have no responsibility for, and the Proponent agrees not to rely upon communications, representation or statements from any other person regarding this RFP, its subject matter or any subsequent contract.

### **4.0 Addenda**

All subsequent information regarding this RFP including changes made to this document will be posted on BC Bid for Proponents to access. It is solely the responsibility of the Proponents to check BC Bid from time to time to ensure that they have all amendments to this RFP in the form of addenda and to ensure that they have obtained, read, and understood the entire RFP including all addenda that may have been issued prior to the Closing Date and Time.

### **5.0 Submission Instructions**

The Closing Date and Time as noted on the cover page of this RFP document.

Completed proposals shall be submitted to the City by email:

It is preferred that one (1) complete PDF copy emailed to the email address as noted on the cover page. Emailed proposals shall include in the subject line of the email, the RFP Number, RFP Title and Proponent's name. Proponents are advised that the City’s file size limit is 10 MB. If the proposal and supporting documentation exceed the maximum size limit, please submit the proposal via multiple e-mails clearly marked in the subject line as stated before with number serial of 1 of 2, and 2 of 2, etc.

### **6.0 Proposal Format and Contents**

To aid in the evaluation of proposals, the following format and content is desirable (Please note that proposal font should be no smaller than 11pt):

#### **6.1 Cover Page (1 Page)**

A cover page should include RFP title and number, closing date, legal name of the proponent, address, contact name and phone number.

#### **6.2 Proposal Signatory Form (1 Page)**

A proposal signatory Form (as noted as Appendix B in Part C) shall be signed, completed, and included in the proposal after the cover page.

#### **6.3 Table of Contents (1 page)**

A table of contents that references the applicable section, sub-section and page numbers in the proposal.

#### **6.4 Team and Experience (maximum 3 pages)**

The Proposal should include an overview of the Proponent's company, briefing purpose, certifications, awards and history of successes; and a project organization chart of the key personnel, outlining responsibility and lines of communication. A short biographical information of key personnel including sub-consultants should be included in the Proposal to highlight the relevant experience, project title, professional accreditation(s) and clearly identify their roles and responsibility on this project. A 2-page CVs of individuals proposed on the project are attached to the Appendix section of the proposal. Any change of key personnel requires the written approval by the City.

#### **6.5 Project Understanding and Work Plan (maximum 6 pages)**

A well organized and comprehensive narrative to elaborate:

- 1) Project understanding including objectives and requirements, site constraints and challenges, opportunities and innovations for better project outcomes;
- 2) A detailed work plan to achieve the project objectives and deliverables, including:
  - Approaches to project requirements, schedule, budget, quality control, conflict resolution, and Covid-19 management;
  - A Schedule in Gantt or Bar format detailing the critical path and key milestones/deliverables;
  - Integration of any sub-consultants or specialist services;
  - Clear identification of included and excluded services, and optional services.

#### **6.6 Relevant Experience and Past References (maximum 3 pages)**

Project references for work done in the past five years that is similar in nature to this project including references, project description, scope of work, year completed, project team and sub-consultants, key challenges, opportunities and successes and size of the project.

#### **6.7 Fee Submission**

The proposal shall include a detailed fee schedule (in PDF) for the services requested and clearly outline any assumptions, exclusion and provisional/value-added items. Services are to be broken down into tasks identified in Section 3.0 Scope of Work in Part C Terms of Reference (TOR), and hours identified per task and per team member.

Estimate efforts by type of work, and class of employee using a form similar to the "Schedule of Prices" template in Excel, which is attached to this RFP as Appendix A. The City will pay all applicable Goods and Services and/or Sales taxes. These taxes are not to be included in charge out rates, disbursement, etc., but shown as a separate charge.

Remuneration will be on a monthly basis, or as alternatively agreed upon in writing by both the City and the Operator, subject to the receipt of an invoice from the operator, up to the maximum fee limit based on the estimated effort to complete tasks outlined in the "Schedule of Prices". No additional payment will be permitted without prior written consent of the City. The Operator is required to notify the City in advance, if any additional costs will be incurred, as a result of changes to the project scope.

## **6.8 Appendix and References (no page limit)**

This section is for any references to the proposal, such as resumes, sub-consultants fee proposals, graphic visuals identifying project issues or articulating an idea, etc.

## **Part B - GENERAL TERMS AND CONDITIONS**

The following terms and conditions will apply to this RFP. The submission of a Proposal in response to this RFP indicates acceptance of all the terms and conditions contained herein and included in any addenda issued by the City for this RFP. Proposals that contain provisos which contradict or alter any of the terms and conditions of this RFP may be disregarded and deemed to have not been written in the Proposal.

### **1.0 City's Rights and Reservations**

This RFP is not a tender and does not commit the City in any way to select the lowest priced offer, or to proceed to negotiations for a Contract with any Proponent, or to award any Contract. This RFP does not constitute an offer and should not be construed as an agreement to purchase any services.

The City may postpone or cancel this RFP at any time prior to or after the Closing Date and Time. In the event the City cancels this RFP, the City shall have the right to seek to procure the same services or similar services at any time through any means the City deems appropriate. No Proponent shall acquire any rights or interests in any subsequent procurement process undertaken by the City.

The City reserves the right at any time in its sole discretion:

- 1) to modify the terms of the RFP. (Should be modifications significant, the City may provide the opportunity for Proponents to adjust their Proposals or re-submit altogether, as determined).
- 2) to require clarification and rectification of the information set out by one or more of the Proponents in respect of the Proposals submitted.
- 3) to waive any material non-compliance with this RFP and may elect to retain for consideration Proposals which do not contain the content or form requested by this RFP or which have not strictly complied with the process for submission set out herein.
- 4) to reject any or all Proposals, any Proposal that incomplete, that contains erasures or correction that is not signed by an authorized signatory of the Proponent or that fails to comply with the mandatory requirements of this RFP. (In the event that only one Proposal is submitted, the City reserves the right to return the Proposal unopened).
- 5) to communicate with, meet with or negotiate with the preferred Proponent, or any Proponent, on any details, including changes to specifications and price.

### **2.0 Proponents' Cost and Compensation**

Each Proponent is solely responsible for its own costs and expenses associated with its participation in this RFP, including but not limited to, conducting investigations, attending briefings, preparing and delivering its Proposal, communicating with the City prior to the Closing Date and during Proposal evaluation, and for any subsequent processes or negotiations with the City that may occur. Each Proponent shall be deemed to have agreed that it has no claim.

By submitting a Proposal, the Proponent agrees that should it be identified as the Preferred Proponent, it will enter into negotiations, if required, for the purpose of concluding an Agreement

### **3.0 Conflict of Interest**

Proponents shall disclose any actual or potential conflict of interest and existing business



relationship they may have with the City, its elected or appointed officials or employees in the form of Conflict of Interest attached in Part C.

#### **4.0 No Lobbying**

Proponents and their agents are not permitted to contact any member of the City Council or staff with respect to this RFP, except as expressly provided for herein. Proponents will not offer entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee or elected official of the City. The City reserves the right to disqualify any Proponent from participation in this RFP that acts in contravention of this requirement.

#### **5.0 Amendment to or Withdrawal of Proposals**

Proponents will be deemed to have carefully examined the RFP documents, including all attachments, schedules, and the site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence the Proposal.

Proponents may amend or withdraw their Proposal in writing any time prior to the Closing Date and Time. Upon such Closing Date and Time, all Proposals become irrevocable. The City will be under no obligation to receive further information after such Closing Date and Time, whether written or verbal, from any Proponent.

Proposals will be open for acceptance by City for at least sixty (60) days after the Closing Date.

#### **6.0 Evaluation and Selection**

##### **6.1 Submission Eligibility**

To be eligible, proposals must be submitted with a complete Proposal Signatory Form in the submission on or before the stipulated Established Closing Date and Time at the correct Closing Location or via email.

If a Proposal submitted on time fails to meet any procedural compliance associated with provisions of a compliant Submission, the City will permit the Proponent a 48- hour to clarify or to rectify. The Submission must be substantially complete and compliant and received before the Established Closing Date and Time for the City to initiate this process. The City will not waive the mandatory Established Closing Date and Time.

##### **6.2 Evaluation Criteria**

The evaluation of this RFP may be conducted by an Evaluation Team formed by the City and may include, at the City's sole discretion, employees, consultants and contractors. The City reserves the right to select the Proponent that is best suited for the Services based on the Proponent's financial offering (60%) consisting of pricing and payment terms and technical submission (40%) consisting of project understanding and work plan, team qualifications and past performance.

##### **6.3 Agreement for Services**

The City shall not be under any obligations to enter into an agreement with any Proponent in connection with this RFP and the Proposals received, unless the City delivers a copy of the Agreement, in writing, duly approved and executed, which Agreement shall be substantially in the form attached hereto as Sample Consultant Agreement in Part C. If a written Agreement cannot be negotiated and executed by both the City and the Preferred Proponent within 30 days of notification of the Preferred Proponent, or such longer period as the parties may mutually agree, the City may,

at its sole discretion any time thereafter, terminate negotiations with the Preferred Proponent, enter into negotiations with any other Proponents or terminate the RFP process and not enter into an Agreement with any of the Proponents. At its sole discretion, the City may divide any Agreement for the Services between two or more proponents.

### **7.0 Confidentiality**

All Proposal Submissions submitted under this RFP become the property of the City and will not be returned to Proponents. All Proposals will be held in confidence by the City, subject to the City's obligations for disclosure pursuant to the Province of British Columbia's Freedom of Information and Protection of Privacy Act and the Community Charter.

### **8.0 Dispute Resolution**

All claims, disputes, or issues in dispute between the City and the Consultant shall be decided by mediation or arbitration, if the parties agree, or failing Agreement, in a Court of competent jurisdiction within the Province of British Columbia and be governed by the laws of British Columbia.

### **9.0 Errors and Omissions**

While the City has used considerable efforts to ensure information in this RFP and otherwise provided directly in association with this RFP is accurate, the information is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from the responsibility for conducting their own investigation and forming their own opinions with respect to the subject matter of this RFP.

### **10.0 Limitation of Liability**

By submitting a proposal, each Proponent irrevocably agrees that the City shall not be liable to any Proponent or any person whatsoever, for any claims of any nature (in contract, in tort, or otherwise), for any costs, expenses, compensation, damages, or anything whatsoever, including without limitation, costs and expenses associated with the Proponent's preparation and submission of their Proposal, their participation in this RFP, for loss of revenue, opportunity or anticipated profit, arising in connection with its Proposal, this RFP, any subsequent processes or opportunity, any contract, or any matter whatsoever.

### **11.0 Mandatory Requirements**

The successful Proponent should submit the following documentation within seven (7) calendar days of being notified of the acceptance of their Submission. A Contract is not formed, and no Work should commence until this Requirement is satisfied and a purchase order is issued. This Requirement applies to all successful Proponents and any and / or all sub-consultants engaged by the successful Proponent.

#### **11.1 City of White Rock Business License**

The Preferred Proponent will be required to obtain and provide proof of a City of White Rock Business License for the term of any Contract resulting from this RFP process. The cost of obtaining this license is to be borne by the Preferred Proponent.

#### **11.2 Liability Insurance**

The Preferred Proponent will be required to provide proof of Comprehensive General Liability

Insurance in the amount of not less than \$5,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage and including liability assumed under Contract.

In all policies of insurance providing coverage called for in this clause (except for motor vehicle insurance), the City shall be named as an additional insured, and all such insurance shall contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured. The insurance policy(ies) referred to herein shall not be cancelled or materially changed without the insurer giving not less than thirty (30) days written notice to the City of White Rock.

### **11.3 Automobile Liability Insurance**

The Operator must provide proof of Automobile Liability Insurance, with respect to owned and leased vehicles used directly or indirectly in the performance of the Work, covering liability for bodily injury, death and damage to property with a limit of not less than two million dollars (\$2,000,000) per occurrence.

### **11.4 WorkSafe BC**

The preferred Proponent must submit to the City recent Clearance Letter and all persons performing the Work who are not covered by the Workers Compensation Act are covered under personal optional protection coverage available through the Workers' Compensation Board.

### **11.5 Professional Liability Insurance**

The Operator shall obtain and maintain for the duration of the Services and for a minimum of 2 years thereafter, at its own cost, Professional Liability Insurance on terms and from an insurer satisfactory to the City. The Professional Liability Insurance policy shall insure the Operator's legal liability for errors, omissions and negligent acts, to the extent of no less than \$2,000,000 per claim.

## **PART C – TERMS OF REFERENCE**

### **1.0 Purpose of This RFP**

The City is seeking to retain qualified providers (Operators) for the safe operation of an emergency daytime warming centre for the winter 2024/25 period, specifically between October 2024 and the end of March 2025, when winter conditions reach levels that would endanger the lives of those who do not have adequate shelter otherwise available. The City is currently working to establish a temporary location for the centre and expects more details to be available by September, however the scope and scale of the proposal should be consistent with the City's previous daytime warming centre operations in 2022/23 and 2023/24. The City is seeking proposals that would include both the following two options:

- Daily operation between October 2024 to the end of March 2025
- Operation only during periods when the weather is or feels like zero (0) degrees Celsius, between October 2024 to the end of March 2025.

The Operator will provide services in accordance with the information provided within this Terms of Reference document including, but not limited to, the following:

- 1) Extreme Weather response services;
- 2) Project Management;
- 3) Background Review;
- 4) Data Collection, with daily stats collected, supplied to the City on a weekly basis;
- 5) Security services
- 6) Site fencing (if required based on location)
- 7) Cleaning services
- 8) Value added services including, but not limited to, food/hot meals & beverages, medical care (emergency first aid & physician/nurse directed medical services), personal hygiene supplies, connections to community health and social services;
- 9) Final Report with Presentation to Council.

### **2.0 Background**

The City of White Rock is a unique and vibrant seaside community on Semiahmoo Bay in the southwest corner of Metro Vancouver. With a total land area of approximately 5 square kilometres, the City of White Rock is one of the most compact Cities in Metro Vancouver, with a population of 21,939 according to Statistics Canada (2021).

In light of the housing crisis in British Columbia and recognizing that those individuals experiencing homelessness need to find safe, clean opportunities to stay warm during the day following the closure of area nighttime shelters, the City of White Rock has facilitated an emergency daytime warming centre each winter since February 2022.

### **3.0 Scope of Work**

The City requires a service provider (the operator) to operate a daytime warming centre to operate

open to the public from approximately 7am to 10pm. Two different proposal options are requested:

- Daily operation between October 2024 to the end of March 2025
- Operation only during periods when the weather is or feels like zero (0) degrees Celsius, between October 2024 to the end of March 2025.

In addition to the provision of the services listed in Section 1.0 (Purpose of the RFP) this will include hourly sweeps of the site and surrounding area for garbage and drug paraphernalia, prohibition of onsite drug and alcohol consumption, liaising with RCMP, Bylaw Enforcement & City Management on issues as they arise, and responding to staff and public concerns, and the provision of transportation to and from nighttime shelters where possible. Issues relating to the facilities provided by the City must be reported immediately.

#### **4.0 Project Timeline**

The successful Operator team shall be fully committed to the team members and to the project schedule. The anticipated timing for the award of this assignment is shown below.

1. RFP Closure	As noted on the cover page
2. Appointment of Operator	September 2024
3. Kick-off Meeting	September 2024
4. Centre Opening	October/November 2024
5. Centre Closure	March 2024
6. Site Vacancy	April 2024
7. Final Report	May/June 2024

The Operator is to provide a detailed schedule in the proposal for the above milestones, and all other milestones that the Operator deems appropriate.

#### **5.0 Available Information**

- 1) City GIS (available at [WROMS \(surrey.ca\)](https://wroms.surrey.ca))
- 2) Council reports summarizing past year's operations:
  - 2023/24 Summary Report to Council [2023-2024 DAYTIME WARMING CENTER SUMMARY REPORT - Regular Council Meeting - June 10, 2024 \(escribemeetings.com\)](#)
  - 2022/2023 Summary Report to Council [2022 – 2023 Daytime Warming Centre Summary Report \(escribemeetings.com\)](#)
  - 2022 February/March Summary Report to Council [Regular Council Meeting - May 09, 2022 \(escribemeetings.com\)](#) (item 6.2.e)

## Appendix A - Proposal Signatory Form

**Proposal Signatory Form**

RFP Project Title: \_\_\_\_\_

RFP Reference No. \_\_\_\_\_

Legal Name of Proponent: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents; including the RFP and any issued addenda and submit this Proposal in response to the RFP.

This Proposal is submitted this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_

(Name of Proponent)

\_\_\_\_\_

(Name of Proponent)

\_\_\_\_\_

(Signature of Authorized Signatory)

\_\_\_\_\_

(Signature of Authorized Signatory)

\_\_\_\_\_

(Print Name and Position of Authorized Signatory)

\_\_\_\_\_

(Print Name and Position of Authorized Signatory)

## Appendix B – Conflict of Interest



**DISCLOSURE OF INTEREST**

In accordance with the approved policy of the City of White Rock (City), all proponents shall, as a condition of supplying services to the City as a result of this proposal make full disclosure of any business relationships within the last FIVE (5) years including any donations/gifts in excess of ONE HUNDRED Dollars (\$100), with any members of the City and Council, or immediate relatives of any members of the City and Council.

If the proponent fails to disclose an interest and/or the interest is falsely or insufficiently reported, the City reserves the right to terminate or cancel any Agreement of any kind which may have been entered into with a proponent.

As part of the proposal process, completion and return of the Disclosure of Interest form is mandatory. Sign and return the form even if there is nothing to disclose.

If additional space is required, please add an attachment to this form.

Disclosure

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Company Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Print Title \_\_\_\_\_

## Appendix C - Sample Consultant Agreement