



Housing Action Plan

Request for Proposal (RFP)

FOR Communications Support for the Housing Action Plan

SUMMARY:

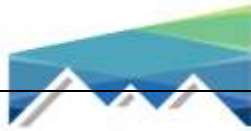
Council has approved a Housing Action Plan, aimed at addressing Canmore's housing crisis. The plan has three bold actions we are pursuing:

1. Limiting the growth of Tourist Homes
2. Incentivizing full-time/long-term occupancy of homes
3. Incentivizing purpose-built rental accommodation

Town of Canmore administration have started work on program details for each of these three initiatives and anticipate needing communications support to roll these out in the community. We are looking for a consultant to provide the following services related to the Housing Action Plan:

1. Develop a communications plan for each of the three bold actions. Communications plan for the first two items is needed by August 1, 2024.
2. Implement the communications plan for each of the three bold actions.
3. Look at housing content on the Town of Canmore website and propose/write new content to display all housing related information, based on best practices from other municipalities.

More information on each initiative is available at canmore.ca/housingaction



Town of CANMORE	
REFERENCE NUMBER:	HAPComms
CLOSING DATE:	June 14, 2024
CLOSING TIME:	14:00:00 Mountain Time Zone
DATE ISSUED:	May 30, 2024
NOTE:	RESPONSES WILL NOT BE OPENED PUBLICLY



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1.0 INSTRUCTIONS FOR RESPONDING TO THIS REQUEST FOR PROPOSALS

- 1.1.1 Closing Date and Time: Proposals must be received not later than 14:00:00 hours Mountain Time Zone (Canmore local time) on Friday, June 14, 2024.**
- 1.1.2 Responses are to be delivered to:**
- Proponents shall submit their proposal to the Town of Canmore by email to the attention of Adam Robertson, Manager of Communications at adam.robertson@canmore.ca. The proposal document is to be in PDF format only (.pdf) and all components shall be formatted and combined into one file that is attached to the email submission. Responses by facsimile will not be accepted.
- 1.1.3 RFP Contact Person:**
- For clarification or additional information, Proponents shall **only** contact the person listed below.
- Adam Robertson, Manager of Communications
Email – adam.robertson@canmore.ca
- See Section 2.0, item 2.6 below for additional information for Questions and Clarifications.
- 1.1.4** The Town of Canmore may in its sole discretion disqualify responses that do not meet the formatting and other criteria set out in Section 4.0 of this RFP.
- 1.1.5** Responses must be in English.
- 1.1.6** Pricing submissions shall be stated in Canadian dollars with Goods and Services Tax (GST) extra.
- 1.1.7** Each Proponent is solely responsible for ensuring that its response is received at the specified address (physical address or email address) by the specified closing date and time. Strict adherence to the closing date and time will be maintained, and unless the deadline date is extended by issue of Addendum, all responses received after this time and date will be returned unopened.
- 1.1.8** This Request for Proposals is not a tender and the Town of Canmore does not intend for the laws of competitive bidding to apply.

END OF SECTION 1.0

2.0 GENERAL CONDITIONS OF RESPONSE

2.1 PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)

The Town of Canmore is issuing this Request for Proposal (RFP) to select a Communications Professional to deliver communications support and services for the Housing Action Plan.

The Town of Canmore reserves the right to modify the terms or cancel the RFP process at any time.

2.2 SUBMISSION OF RESPONSE TO THE RFP

2.2.1 By submitting a response to this RFP, each Proponent accepts its terms and conditions. In addition, by submitting its response each Proponent waives all claims, rights, demands and the benefit of any provisions of any statute, rule of law or regulation that might adversely affect the rights of the Town of Canmore under this RFP.

2.2.2 Each Proponent shall make full disclosure of any actual or potential conflict of interest arising from any existing business or personal relationships with any of the following (each, a “Conflicted Person”): (i) any employee of the Town of Canmore; (ii) any member of the Town of Canmore Town Council (councillor); (iii) any board or committee member; (iv) any family member of any such employee, councillor or board/committee member; or (v) any business entity controlled by or otherwise not at arm’s length to any one or more of any such employee, councillor, board/committee member or family member.

Without limiting the foregoing, details should be provided of any direct or indirect pecuniary interest of any Conflicted Person in the supply of the services contemplated by this RFP.

Disclosure of any such actual or potential conflict of interest shall be made in writing with the Proponent’s response.

2.2.3 This RFP and any contracts subsequently entered into as a result hereof shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein. The courts of the Province of Alberta shall have exclusive jurisdiction over this RFP and any contracts entered into as a result hereof.

2.2.4 Proposal documents must be completed in accordance with the requirements of the Request for Proposal documents and no amendment or change to proposals will be accepted after the closing date and time.

2.2.5 All documents submitted by Proponents in response to this RFP are to remain the property of the Town of Canmore.

2.2.6 Proposals shall be irrevocable for sixty (60) days following the closing of the RFP and the proposals shall be retained by the Town of Canmore.

2.2.7 Proposals shall be signed by an authorized signatory of the Proponent using the Signature and Waiver Sheet in Section 5.0. If the Proponent is an incorporated company, the corporate seal of the Proponent shall be affixed or a certified true copy of a resolution of the corporation naming the person(s) in question as authorized to sign agreements on behalf of the corporation shall be attached to the proposal. Proponents who are sole proprietorships or partners shall sign their RFP response in such a way as to irrevocably bind the Proponent in an authorized manner.

2.3 NO COMMITMENT

- 2.3.1** No commitment on the part of the Town of Canmore shall exist under this RFP unless and until the Proponent receives official written confirmation from the Town of Canmore that it has been selected to complete the work.

2.4 LIMITATION OF LIABILITY

- 2.4.1** The Town of Canmore will have no liability to any person or entity for any damages, including, without limitation, direct, indirect, special or punitive damages, arising out of or otherwise relating to this RFP, the Proponent's participation in this RFP process or the Town of Canmore's acts or omissions in connection with the conduct of this RFP process. This limitation applies to all possible claims by a Proponent, whether arising in contract, tort, equity, or otherwise, including, without limitation, any claim for a breach by the Town of Canmore of a duty of fairness or relating to a failure by the Town of Canmore to comply with the terms set forth in this RFP.

2.5 ACCEPTANCE OR REJECTION

- 2.5.1** The Town of Canmore reserves the right to reject any or all responses. Without limiting the generality of the foregoing, the Town of Canmore may reject any response which it deems:

- a) is incomplete, obscure, irregular, unrealistic or noncompliant;
- b) has erasures, ambiguities, inconsistency or corrections; or
- c) fails to complete, or provide any information required by, any provision of this RFP.

Further, a response may be rejected on the basis of the Town of Canmore's understanding of the Proponent's past record of work, its general reputation, its financial capabilities, the completion schedule or a failure to comply with any applicable law.

The purpose of the Town of Canmore is to obtain the most suitable responses to the Project and to further the interests of the Town of Canmore and what it wishes to accomplish in carrying out the Project. Therefore, the Town of Canmore has the right to waive any irregularity or insufficiency or noncompliance in any response submitted and to accept the response or responses which it deems most favourable to its interests or to reject all responses and cancel the RFP.

In addition to any rights identified elsewhere in this RFP, the Town of Canmore reserves the right to:

- a) reject any and all responses;
- b) add, delete or change the terms of this RFP at any time prior to the specified closing date and time;
- c) during the evaluation period, seek clarification of any Proponent's response, including consequential amendments, or any additional information from any Proponent;
- d) accept or reject, in whole or in part, any response without giving any reason;
- e) have any documents submitted by the Proponent reviewed and evaluated by any party, including independent Consultants;
- f) cancel the RFP process without penalty at any time for any reason; and
- g) negotiate and enter into an agreement with any Proponent notwithstanding any noncompliance by the Proponent's response with any requirement of this RFP.

The Town of Canmore is the sole and final judge with respect to the selection of any Successful Proponent as a result of this RFP process.

All Proponents submitting a response to this RFP will be advised of the results of the RFP process by email or regular mail. Please allow at least six weeks for responses to

be evaluated by the Town of Canmore.

2.6 QUESTIONS AND CLARIFICATIONS

- 2.6.1** Procedural or technical questions shall be submitted in writing and should include references to a specific section and item number.
- 2.6.2** Dependent upon their nature, comments or answers will be returned via email or through an addendum should the information be applicable to all Proponents.
- 2.6.3** Amendments to this RFP will be valid and effective only if confirmed by written addenda. Addenda may be issued during the proposal response period. All addenda become part of the agreement and receipt must be confirmed in the Proponents proposal submission.
- 2.6.4** Any addenda documents will be issued by the same method that this RFP was issued.
- 2.6.5** It is the Proponent's responsibility to clarify the interpretation of any item of this RFP a minimum of 72 hours prior to the stated closing date and time by contacting the Town of Canmore's designate (as above).

2.7 DISCREPANCIES IN NUMBERS

- 2.7.1** In the event of a numerical discrepancy or error in a Proposal, the written number will prevail.
- 2.7.2** In the event of pricing extension errors, the unit price will apply.

2.8 CONFIDENTIALITY AND FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 2.8.1** All information including, without limitation, any technology of a proprietary or novel nature which is disclosed to a Proponent by the Town of Canmore or a third party as a representative of the Town of Canmore (which information, in addition to the confidentiality requirements hereunder, will be kept confidential by the Proponent in accordance with the terms of its disclosure by such third party) or which is otherwise obtained by the Proponent in connection with this RFP process, other than that which is common knowledge or within the public domain, is the confidential property of the Town of Canmore and must not be disclosed by the Proponent, except to duly authorized representatives of the Town of Canmore. Such confidential information or property is not to be employed other than in connection with responding to this RFP unless otherwise duly authorized by the Town of Canmore in writing. These confidentiality provisions will remain binding obligations on each Proponent following the conclusion of this RFP process until the Town of Canmore reasonably determines that such confidential information referred to herein has become part of the public domain (other than by disclosure or use prohibited herein) and releases the Proponent from its confidentiality obligation. This requirement does not prohibit any Proponent from complying with an order to provide information or data issued by a court or other authority with proper jurisdiction or to act to correct or report a situation which the Proponent may reasonably believe to endanger the safety or welfare of the public.
- 2.8.2** The Proponent acknowledges that any information or documents provided by it to the Town of Canmore may be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act*. This acknowledgement shall not be construed as a waiver of any right to object to the release of any information or documents.
- 2.8.3** The Town of Canmore acknowledges that a Proponent's response may contain information in the nature of a Proponent's trade secrets or commercial, financial, labour relations, scientific or technical information of or about a Proponent. The Town of Canmore agrees that portions of

responses to this RFP which are provided in confidence will be protected from disclosure to the extent permitted by law. The Town of Canmore is bound by the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time, and all documents submitted to the Town of Canmore will be subject thereto. Each Proponent must identify appropriate parts of its response or other documents submitted to the Town of Canmore as confidential and specify what harm could reasonably be expected from its disclosure; however, the Town of Canmore may not be able to ensure that such parts will not be protected from access.

- 2.8.4** Proponents are advised that the Town of Canmore will, as necessary, be disclosing the responses on a confidential basis to its employees and advisors who have a need to know in connection with this RFP process for, among other things, the purpose of evaluating and participating in the evaluation of the responses. It is the responsibility of each Proponent to ensure that all personal information provided to the Town of Canmore with respect to the Proponent's personnel and their experience is supplied with the informed consent of such individuals and in accordance with applicable law. By submitting any personal information each Proponent represents and warrants that it has obtained the informed consent of the individuals who are the subject of such information to its collection, use and disclosure for purposes of this RFP response. Also, such individuals are agreeing to the use of such information as part of the RFP evaluation process, for any audit of the procurement process and for contract management and performance purposes.
- 2.8.5** Proponents in custody or control of records provided to the Proponent by the Town of Canmore records shall abide by the privacy and non-disclosure provisions of the *Freedom of Information and Protection of Privacy Act* respecting these records as if this act applied directly to the Proponent, and shall generally assist the Town in its own compliance with the *Freedom of Information and Protection of Privacy Act* respecting records provided to the Proponent.

2.9 COST OF PREPARATION

- 2.9.1** Any cost incurred by the Proponent in the preparation of its response to this RFP shall be borne solely by the Proponent.
- 2.9.2** Shortlisted candidates may be invited to participate in an interview. The Town of Canmore will not pay for the time required or travel expenses incurred to participate in the interview.

2.10 OWNERSHIP OF SUBMISSIONS

- 2.10.1** All responses submitted to the Town of Canmore become the property of the Town of Canmore and shall not be returned. They will be received and held in confidence by the Town of Canmore, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.
- 2.10.2** Unsuccessful Proponent submissions will be kept as record for the procurement process until two years after the date of decision for the RFP award.

2.11 CLARIFICATION FROM PROPONENTS

- 2.11.1** The Town of Canmore reserves the right to seek from any/all Proponents any further clarification it may require on responses submitted pursuant to this RFP.

2.12 PROPONENT PERFORMANCE

- 2.12.1** The selected Proponent may be evaluated throughout the course of service delivery in connection with any specific work or projects undertaken as a result of any agreement entered into between any Proponent and the Town of Canmore. The Town of Canmore may also conduct

periodic reviews/assessments of any selected Proponent, taking into consideration, in addition to specific work related to the project undertaken by the Proponent, ongoing Proponent staff qualifications, experience, training, and staff changes. Any evaluation/assessment will be shared with the Proponent, with the goal of immediate and permanent resolution where concerns have been raised. The Town of Canmore reserves the right to remove from the roster any selected Proponent who has been qualified by this RFP process by way of written notice if, in the sole discretion of the Town of Canmore, based on any on-going or specific evaluation or assessment of the Proponent or its performance of any work, it is deemed to be in the Town of Canmore's best interests.

2.13 LENGTH OF AGREEMENT

2.13.1 The work is expected to take place over the next 12 months. The plan is to have the first two initiatives in place for the 2025 tax season, therefore the bulk of the work will take place 8 months. Work on the purpose-built rental accommodation piece will follow after and may not be complete before the end of the agreement.

2.13.2 The Town reserves the right to extend the above-noted timelines to complete any work in progress.

2.14 FORM OF CONTRACT

2.14.1 The Town of Canmore will be issuing an Independent Contractor Agreement to the Successful Proponent to deliver the work described within this RFP.

2.15 SERVICES TERMS AND CONDITIONS

2.15.1 Final agreements with the successful Proponent may consist of any number of the following documents, including all amendments thereto:

- Request for Proposal
- Addenda
- Letter to Successful Proponent
- Statement of Scope
- Technical & Fee Proposal
- Letter of Award

2.15.2 The Independent Contractor Agreement sets out the terms and conditions of consulting services to the Town of Canmore.

2.15.3 Any inconsistent or conflicting provisions contained within the documents forming the Agreement shall be resolved in the following order:

- Letter of Award
- Statement of Scope
- Technical & Fee Proposal
- Addenda
- Request for Proposal

2.16 STAFF CHANGES

2.16.1 Staff changes by the successful Proponents will require written approval from The Town prior to any such change, which approval The Town may withhold in its sole discretion. The qualifications and experience of the proposed staff change must be equivalent to or better than the staff proposed in the proposal received. The Town reserves the right, in addition, and without prejudice to any other right or remedy, to immediately terminate the Agreement as a result of the failure by the Successful Proponent to provide the staff proposed.

2.17 NON-ASSIGNMENT

2.17.1 The Successful Proponent will be expected to deliver the work. Neither the contract nor any rights or obligations to perform the work under the contract will be assignable by the Successful Proponent without the prior written consent of the Town of Canmore. The granting of such consent shall be within the sole and unfettered discretion of the Town of Canmore, and based on the terms of this consent may not relieve the Successful Proponent of liability to perform the work. Proponents who anticipate requesting to assign some or all of the contract must notify the Town as part of their responses to this RFP.

2.18 DEPOSITS

2.18.1 The Town of Canmore will not consider the payment of a deposit to the Successful Proponent for the scope of work in this RFP.

2.19 TERMS OF PAYMENT

2.19.1 Invoices will be paid within 28 days from the approval date of the invoice.

2.20 INDEMNIFICATION

2.20.1 The Successful Proponent agrees to indemnify and save harmless the Town of Canmore, its councillors, officers, agents, representatives, and employees, against all suits or claims, requests, legal action and liability regardless of the nature and expenses sustained from injuries or death or any damages or loss to property as a result of the usage of premises or in the execution of the Successful Proponent functions arising from this contract except to the extent of the Town of Canmore's gross negligence.

2.20.2 At no time will the Town of Canmore be responsible for any injury sustained by the Successful Proponent, their employees or any person on the Town of Canmore's premises, nor will the Town of Canmore be responsible for any loss, including loss of profits or damage caused to the goods of the Successful Proponent, their employees or any other person, including damage to vehicles and their contents, while these goods are on the Town of Canmore's premises or site.

2.20.3 The Town of Canmore shall not be liable for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Successful Proponent arising out of or in any way related to this RFP or subsequent contract.

2.21 INFORMATION SECURITY STANDARDS

2.21.1 Successful Proponents that provide information technology or web-related services to the Town of Canmore as part of their work on the Project shall be required to comply with the Town of Canmore's Information Security Standards as updated from time to time. These standards may overlap with and are additional to the functional and requirements of the specific Project. The Town of Canmore may require Proponents to demonstrate compliance with these standards as

part of the Town's review and evaluation of proposals, quotations and qualifications. If not appended hereto, it is the Proponent's responsibility to request the Information Security Standards and access their ability to comply as part of responding to this request.

2.22 DEBRIEFING

2.22.1 The Town of Canmore will offer a debrief to unsuccessful Proponents on request.

END OF SECTION 2.0

3.0 PROJECT OVERVIEW AND SCOPE

3.1 RFP DEFINITIONS

Owner	the Town of Canmore
Project	Housing Action Plan
Proponent	a firm, individual or company who or which intends to submit or submits a Proposal pursuant to this RFP.
Proposal	a submission to the Town of Canmore in response to this RFP.
Successful Proponent	a firm, individual or company with whom the Town of Canmore may decide to initially discuss contract arrangements based upon acceptance of the Proponent's Proposal.
Service Provider	the Successful Proponent to whom the Town of Canmore issues a letter of award and contractor agreement for the communications support on the Housing Action Plan.

3.2 PROJECT DESCRIPTION/DESCRIPTION OF NEED

3.2.1 Council has approved a Housing Action Plan, aimed at addressing Canmore's housing crisis. The plan has three bold actions we are pursuing:

1. Limiting the growth of Tourist Homes
2. Incentivizing full-time/long-term occupancy of homes
3. Incentivizing purpose-built rental accommodation

Town of Canmore administration have started work on program details for each of these three initiatives and anticipate needing communications support to roll these out in the community. We are looking for a consultant to provide the following services related to the Housing Action Plan:

1. Develop a communications plan for each of the three bold actions. Communications plan for the first two items is needed by August 1, 2024.
2. Implement the communications plan for each of the three bold actions.
3. Look at housing content on the Town of Canmore website and propose/write new content to display all housing related information, based on best practices from other municipalities.

More information on each initiative is available at canmore.ca/housingaction

3.3 PROJECT SITE

3.3.1 The proponent will work remotely, with some need to attend meetings at the Canmore Civic Centre (902 7 Ave).

3.4 SCOPE OVERVIEW/SCOPE OF SERVICES

3.4.1 GENERAL SCOPE OF WORK

Develop a communications plan for each of the three bold actions. Implement the

communications plan for each of the three bold actions. Look at housing content on the Town of Canmore website and propose/write new content to display all housing related information, based on best practices from other municipalities.

3.5 ANTICIPATED PROJECT SCHEDULE

- 3.5.1** Anticipated start date for the work is June 30, 2024 and anticipated completion date is April 30, 2025. Milestone dates for the work will depend on how fast work to develop the programs for Limiting the growth of Tourist Homes and Incentivizing full-time/long-term occupancy of homes takes. It is anticipated that work on understanding the programs, developing a communications plan and looking at website content will start right away. Actioning the communications plan for rolling the programs out, will begin once program details are finalized.

END OF SECTION 3.0

4.0 RESPONSE REQUIREMENTS AND EVALUATION CRITERIA

4.1 FORMAT AND OUTLINE OF RESPONSES

Electronic RFP responses are to be on 8.5” x 11” size pages in PDF (.pdf) format only and all components shall be formatted and combined into one file that is inserted into the email submission.

4.2 PROPOSAL SUBMISSION REQUIREMENTS

Proponents are requested to submit a proposal containing the following:

- A. Mandatory Requirements:
 - A1 Signed signature and waiver sheet.
 - A2 Signed addendum (addenda) if applicable.
- B. Project work proposal
- C. Price Proposal – Can be fixed or hourly.

4.3 EVALUATION PROCESS

- 4.3.1 Selection of the Successful Proponent pursuant to this RFP will be made on the basis of the Proponent’s written response and other factors germane to the Town of Canmore. The responses shall be evaluated based on the matrix shown below.

Evaluation Criteria	Evaluation
A. Mandatory Requirements	Pass / Fail
B. Introduction	20%
C. Work proposal	50%
D. Price Proposal	30%

- 4.3.2 A submission will first be reviewed for compliance with the mandatory requirements of this RFP as listed above. A submission not complying with the criteria may be considered non-compliant and not receive further consideration.

4.4 CONFIDENTIALITY OF EVALUATION

- 4.4.1 Evaluation scores and rankings are confidential, and apart from identifying the top-ranked Proponent, no details of the submission, score or ranking of any Proponent will be released to any Proponent.

4.5 RFP SCHEDULE

The following schedule has been established for this RFP:

- RFP issued on Town of Canmore website May 30, 2024
- RFP closing date June 14, 2024
- RFP evaluation period June 17 – 20, 2024
- Letter of award to be issued to Successful Proponent June 20, 2024

END OF SECTION 4.0

5.0 SIGNATURE, ACKNOWLEDGMENT AND WAIVER SHEET

1. By signing below, the Proponent hereby acknowledges and agrees as follows:
 - (a) Prior to submitting its response to this RFP, the Proponent has obtained from the Town of Canmore and thoroughly reviewed the entirety of the RFP including all addendums hereto and documents incorporated by reference into this RFP.
 - (b) The Proponent has thoroughly reviewed, understands and agrees to be bound by all terms and conditions of this RFP including those in all addendums hereto and documents incorporated by reference into this RFP, unless otherwise waived by the Town of Canmore in its sole discretion and confirmed in writing. The Proponent hereby waives any rights or claims that it was not aware of any document incorporated by reference into this RFP.
 - (c) The Proponent's representative signing below has the full authority to represent the Proponent in all matters relating to the RFP and bind the Proponent to the terms and conditions of this RFP.



Name of Business Entity	
Complete Address:	
Phone	Mobile Phone
Fax	Email
Website	
Proponent Signature	Affix Corporate Seal:
Title	
Printed Name	
Date	

6.0 APPENDIX A – PROPOSED FIXED PRICE FORM

Date: _____

I/we, _____

(Company Name)

of _____

Request for Proposal – Housing Action Plan Communications Support
Reference Number: HAPComms



(Business Address)

I/we have carefully examined all documents prepared for this contract; and hereby offer to furnish all labour, materials, and services for the proper execution and completion of the entire scope of work for **Housing Action Plan Communications Support** including all addenda thereto which are acknowledged hereinafter for the above project for the fixed price indicated as follows:

Total proposed fixed price **excluding GST**:

_____ CAD Dollars (\$_____)

I/we acknowledge receipt of the following Addenda and have included for the requirements thereof in my/our RFP response: Addendum # _____ to _____.

(Signature)



7.0 APPENDIX B – HOURLY RATES

Date: _____

I/we, _____

(Company Name)

of _____

(Business Address)

Provide proposed hourly rates **excluding GST**:

Position Title	Rate Per Hour (in CAD \$)

I/we acknowledge receipt of the following Addenda and have included for the requirements thereof in my/our RFP response: Addendum # _____ to _____.

(Signature)