



# **Review and Update of Density Bonusing Regulations for the Town of Canmore**

## **Request for Proposal (RFP) FOR SERVICES**

<b>SUMMARY:</b> The Town of Canmore is seeking proposals to support a review and update of the Town's density bonusing regulations contained in the Land Use Bylaw that has seen limited uptake since its creation.	
<b>REFERENCE NUMBER:</b>	<b>7233-03</b>
<b>CLOSING DATE:</b>	<b>MARCH 28, 2025</b>
<b>CLOSING TIME:</b>	<b>23:59:59 Mountain Time Zone</b>
<b>DATE ISSUED:</b>	<b>FEBRUARY 25, 2025</b>
<b>NOTE:</b>	<b>RESPONSES WILL NOT BE OPENED PUBLICLY</b>

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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 23:59:59 hours Mountain Time Zone (Canmore local time) on March 28, 2025.**
- 1.1.2** Proponents shall submit their proposal to the Town of Canmore by email to the attention of Joshua Cairns, Senior Policy Planner at [joshua.cairns@canmore.ca](mailto:joshua.cairns@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.
- Joshua Cairns, Senior Policy Planner  
Email – [joshua.cairns@canmore.ca](mailto:joshua.cairns@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 consultant that will support the review and update to an existing Town-wide density bonusing scheme.

The primary deliverable(s) are anticipated to be a concise report containing the results of financial analyses and corresponding recommendations on the structure of an updated Town-wide bonusing scheme.

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

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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

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- 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 two 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.

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- 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**



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**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** This agreement is in effect for the duration of the Project as specified in Section 3.5.

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

**2.13.3** Additional award periods will generally be based on mutual agreement between The Town and the Successful Proponent. The Town reserves the right to negotiate changes to existing agreements for the work to reflect current conditions at the time of extension or renewal.

### **2.14 FORM OF CONTRACT**

**2.14.1** The Town of Canmore will be issuing a Service Agreement with Letter of Award 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
- Service Agreement

**2.15.2** The Service Agreement sets out the terms and conditions of consulting services to the Town of

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Canmore.

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

- Service Agreement
- 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 INSURANCE AND WORKERS' COMPENSATION BOARD REQUIREMENTS**

**2.20.1** Mandatory Eligibility Requirements

As a mandatory eligibility requirement for response to this RFP:

- (a) The Successful Proponent shall carry at all times during the performance of the work General Liability/ Umbrella Liability Insurance with a limit of not less than TWO MILLION DOLLARS (\$2,000,000) inclusive per occurrence for bodily injury (including death) and damage to property including loss of use thereof. Such insurance shall at

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a minimum include coverage of broad form property damage, contractual liability, cross liability, completed operations and product liability, and such other types of insurance as would be carried by a prudent person performing such contract work and as the Town of Canmore may from time to time require.

- (b) The Successful Proponent shall at all relevant times carry Workers Compensation Board coverage of either of Alberta or of another AWCBC board that will extend the required amount of coverage to cover the employee outside of their home province. Proponents shall submit their WCB number together with a letter from the appropriate department indicating there are no outstanding fees, fines, claims or debts due on the Successful Proponent's account to the Town of Canmore prior to the commencement of the work.

**2.20.2 Responsibilities of Successful Proponent**

- (a) The Successful Proponent shall supply insurance coverage and pay all costs and expenses, including premiums relating to the insurance coverage requirements as set out herein, and shall supply the Town of Canmore with a certificate of insurance for all policies on an annual basis. Such policies will include a statement that the coverage shall not be terminated without a prior 30-day written notice to the Town of Canmore.
- (b) The Successful Proponent or their insurer will notify the Town of Canmore at least thirty (30) days prior to any change in insurer, any cancellation of the insurance policy, or any substantial change in the policy or coverage that would materially alter the coverage provided by the Successful Proponent to the Town of Canmore.
- (c) The Successful Proponent shall provide a certificate of insurance for the above-required insurance to the Town of Canmore within five (5) days of notification of award or prior to commencing the work, whichever is sooner.

**2.21 INDEMNIFICATION**

- 2.21.1** 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.
- 2.21.2** 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.
- 2.21.3** 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.

**2.22 INFORMATION SECURITY STANDARDS**

- 2.22.1** Successful Proponents that provide information technology or web-related services to the Town

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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.

**2.23 DEBRIEFING**

**2.23.1** The Town of Canmore may consider 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	Review and Update of Density Bonusing Regulations for the Town of Canmore (7233-03)
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 or award in response to this RFP.

### **3.2 PROJECT DESCRIPTION/DESCRIPTION OF NEED**

**3.2.1** The Town of Canmore offers a density bonusing incentive in Section 12 of the Land Use Bylaw. The approach and regulations for the density bonusing incentive have been in place for some time and have experienced relatively limited uptake from the development industry.

**3.2.2** Changing market conditions, regulatory shifts, statutory plans, and evolving community needs necessitate a comprehensive review of the incentives and their replacement with a new incentive structure that is:

- More flexible for industry, offering multiple incentive pathways;
- More attractive to industry, offering incentives that are financially viable; and,
- Is simple to administer, fitting within existing development permitting processes in a streamlined and efficient manner.

**3.2.3** The existing density bonusing regulations incentivize the creation of non-market, affordable housing. Through this work, the Town would like to explore the potential for expanding the incentive to allow for up to three pathways for industry to choose from, allowing additional density in exchange for:

- Non-market, affordable housing units provided within the development and to be owned by Canmore Community Housing;
- Energy efficient buildings that exceed the Alberta Building Code; or,
- Cash-in-lieu for the creation of non-market, affordable housing.

The results of this work will determine the feasibility of requiring one or more of the above, and the extent/amount of the amenities that can be required in exchange for additional density.

### **3.3 PROJECT SITE**

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3.3.1 This project can be completed as a desktop study.

### 3.4 SCOPE OVERVIEW/SCOPE OF SERVICES

#### 3.4.1 GENERAL SCOPE OF WORK

The Town of Canmore (“Owner”) is seeking proposals from qualified consultants to undertake a comprehensive review of Section 12 of the Land Use Bylaw (Density Bonus Regulations) and draft updated regulations that are flexible and attractive to industry and are simple for the Owner to administer.

#### 3.4.2 DUTIES, RESPONSIBILITIES AND DELIVERABLES

Although the Owner anticipates this work will likely include the elements outlined below, **the Owner will look to Proponents to propose how to most effectively undertake this work, which may deviate from the following:**

1. **Review of the existing regulations:** Review the density bonus regulations in Section 12 of the Land Use Bylaw and any corresponding policy documents;
2. **Research & Analysis:** Conduct research and analysis to determine suitable incentives, including the extent of the amenity to be provided and the amount of bonus density or variances to be granted in exchange. This work is expected to include a financial analysis component, estimating the pro forma of hypothetical developments and current cost premiums associated with providing a given amenity (e.g., varying levels of energy efficiency for a given form of development);
3. **Support Engagement:** Attend at least one engagement session with Canmore Community Housing (CCH) and the development industry (BOWDA) to collect interest holder feedback to inform changes to the density bonus regulations (this may be virtual depending on the Service Provider’s location and the engagement session will be planned by the Town with the Service Provider’s support and participation during engagement);
4. **Draft Regulations:** Draft a new/updated Section 12 with input from the Owner. This deliverable should include a cover page that summarizes the work completed along with the rationale for the new/updated Section 12.

One optional value add should be quoted for separately as follows:

5. **Lead Engagement:** *In lieu of* “support engagement” (Item 3 above), Proponents should propose and provide a quote for planning, preparing, and executing an engagement session with the development industry (BOWDA).

### 3.5 ANTICIPATED PROJECT SCHEDULE

3.5.1 The anticipated start date of the Project is April 16, 2025. The deliverable (report) should be completed by June 16, 2025. The Owner is open to considering alternate timelines, including later completion dates, that are clearly articulated in the Proposal.

END OF SECTION 3.0

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## **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. The submission must be no longer than 12 pages. Mandatory requirements and resumes are excluded from the 12 page maximum and can be attached as additional appendices.

Responses to each section shall be marked with the corresponding letter and number (e.g. A1, A2, etc.).

### **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.
- A3 Insurance Requirements: Provide evidence from your insurance company confirming your ability to secure insurance as described in Section 2.20.
- A4 WCB Requirements: Provide evidence of WCB coverage as described in Section 2.20 or a rationale as to why this is not required.

#### **B. Relevant Experience (one page maximum, excluding reference images/graphics):**

- B1 Brief summary of experience conducting similar projects.

#### **C. Understanding of Requirements (two page maximum):**

- C1 Overview of the consultant's interpretation and understanding of the Town's requirements.

#### **D. Methodology and Workplan (three pages maximum):**

- D1 Draft workplan, including:
  - i. Proposed activities and associated timelines.
  - ii. Effort estimates and resources for each activity.
  - iii. Progress update approach (e.g., meeting frequency, etc.)
  - iv. Deliverables and anticipated deliverable dates for each phase of work.

#### **E. Resumes (two pages maximum for each resume, if multiple):**

- E1 Experience of each proposed resource as it relates to the scope of services and required consultant experience and expertise required by the Town.
- E2 Involvement in projects similar in scope to this project.

#### **F. References**

- F1 Up to three references from relevant projects.

#### **G. Detailed Price Proposal (a maximum budget of approximately \$35,000 is allocated to this project)**

### **4.3 EVALUATION PROCESS**

**4.3.1** Selection of the Successful Proponent pursuant to this RFP will be made on the basis of the



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Reference Number: 7233-03

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. Relevant Experience and Expertise (including Resumes and References)	30%
C. Understanding of Requirements	30%
D. Methodology and Workplan	30%
E. Price Proposal	10%

**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 PROPONENT SHORTLIST

**4.4.1** The Town of Canmore reserves the right to shortlist any number of Proponents.

**4.4.2** Proponents are not guaranteed any paid assignment as a result of being shortlisted via this RFP. Shortlisted Proponents may be required to undergo an interview prior to final selection of the Successful Proponent.

## 4.5 CONFIDENTIALITY OF EVALUATION

**4.5.1** 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.

## 4.6 RFP SCHEDULE

The following schedule has been established for this RFP:

- RFP issued on Town of Canmore website, MERX, and APC February 25, 2024
- Last day to submit questions to Town of Canmore designate March 11, 2024
- Last day for Town of Canmore to issue final addendum March 13, 2024
- RFP closing date March 28, 2025
- RFP evaluation period March 31-April 3, 2025
- Letter of award to be issued to Successful Proponent April 4, 2025
- Issue Service Agreement to Successful Proponent April 9, 2025

**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.

**Request for Proposal – Review and Update of Density Bonusing Regulations for the Town of Canmore**

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

**Notes to Signatories:**

Incorporated Proponents should affix a corporate seal to the signature sheet. If an incorporated Proponent does not affix a corporate seal, the Town of Canmore reserves the right to request documentation confirming corporate signing authority in the form of a director’s resolution, evidence of current registered officers, or other corporate record.

Unincorporated Proponents must submit proposals signed by individual or legal entity with capacity to execute legal documents and bind the Proponent. The Town of Canmore reserves the right to request documentation confirming individual identities and authority of the signatory to represent the Proponent.

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## **6.0 APPENDIX A – PROPOSED FIXED PRICE FORM**

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

**I/we,** \_\_\_\_\_

*(Company Name)*

of \_\_\_\_\_

*(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 Review and Update of Density Bonusing Regulations for the Town of Canmore **(7233-03)** 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)*

**Request for Proposal – Review and Update of Density Bonusing Regulations for the Town of Canmore**

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## 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)

## **8.0 APPENDIX C – REFERENCE DOCUMENTS**

- Town of Canmore’s Land Use By-law (Section 12: Density Bonusing Regulations)

## SECTION 12 DENSITY BONUS REGULATIONS

### Purpose

To increase the number of Perpetually Affordable Housing units constructed and available within comprehensive developments, primarily in new areas of town.

### Guiding Principles

The provision of PAH units is optional and voluntary; the provision of PAH units under this section shall be at the option of the developer / builder.

The ratios outlined in this section and the number of units that result are intended to be reviewed from time to time to ensure this section is functioning as intended.

PAH units should be physically constructed on-site or provided off-site. Cash in lieu contributions shall not be accepted as part of this section.

The Town's Planning and Development Department shall consult with the development industry and the Canmore Community Housing Corporation (CCHC) on both the review and implementation of this section.

### Goal

To provide up to 10 PAH units annually associated with new developments. This number will be revisited annually and will be affected by demand and rates of development.

## 12.1 DEFINITIONS

**CCHC** refers to the Canmore Community Housing Corporation.

**CMI** refers to Canmore Median Income (see 12.2.0.24).

**Disclosure Agreement** means all the documents required by law that are to be provided by the Vendor to allow for full disclosure of all aspects related to the sale. These may include floor plans, building specifications, unit interior specifications, condo bylaws, condo fees, common areas, parking, sales agreements etc.

**PAH Reserve Fund** is an account established by the Town of Canmore through the PAH Policy that currently receives all monies to be used for the specific and sole purpose of developing equity or rental PAH projects or facilitating any aspect of constructing, producing or delivering PAH units.

**PAH Unit** refers to a range of housing types that shall be maintained as a Canmore resident's permanent primary residence, available to eligible persons at below market purchase prices and rental rates. Details on the current definition shall be consistent with the definition included in the Perpetually Affordable Housing Policy.

## **12.2 REGULATIONS**

- 12.2.0.1 The Canmore Planning Commission may approve variances beyond those allowed for in Subsection 1.14 when an applicant proposes to provide PAH units in accordance with this Bylaw.
- 12.2.0.2 The maximum variance granted shall be up to 30% when granted by the Canmore Planning Commission.
- 12.2.0.3 PAH units are to be made available to CCHC consistent with the terms and policies of the Perpetually Affordable Housing Policy.
- 12.2.0.4 The Developer, CCHC and the Town shall work collaboratively early in the design phase of the project to ensure the type and size of units are appropriate and consistent with current demand and need for PAH.
- 12.2.0.5 An agreement between the developer and the Town (or its nominee) must be in place regarding the terms and conditions of the transfer of the PAH units, and the agreement shall be submitted to Council for approval.
- 12.2.0.6 Both the PAH units and the additional units constructed as part of the “density bonus” or variance shall be in addition to the total allowed density or any unit restrictions contained in the Land Use Bylaw.
- 12.2.0.7 PAH units may be provided off-site from the development they are associated with.
- 12.2.0.8 Any off-site units shall be to the satisfaction of the Town and in consultation and collaboration with CCHC.
- 12.2.0.9 For each PAH unit provided on-site, there will be three (3) bonus/additional market units permitted on the site.
- 12.2.0.10 The Development Authority may accept a different ratio where the applicant can demonstrate that the “bonus” is resulting in a fair benefit to the community through provision of PAH housing.
- 12.2.0.11 PAH units provided or constructed off-site shall be of an age, type and quality deemed suitable to the Development Authority, in consultation and collaboration with CCHC, and reasonably equivalent in size and type (not cost) to those that would be provided on-site.
- 12.2.0.12 Off-site PAH units may not be purchased in existing Employee Housing developments as of the date of approval of this section.
- 12.2.0.13 For each PAH unit provided off-site, there will be two (2) bonus/additional market units permitted on the site.
- 12.2.0.14 PAH units shall be made available concurrently with the construction of the bonus market units. When market bonus units are occupied, then the PAH units shall be concurrently available for occupancy.
- 12.2.0.15 CCHC or the Town will commit to purchasing a PAH unit within a reasonable time to provide the Developer with assurances about the type of unit to be constructed.



- 12.2.0.16 CCHC or the Town shall exercise their right to purchase a PAH unit, by way of an unconditional sales agreement, within six months of the disclosure documents being available, or three months after the Building Permit has been issued, whichever is later.
- 12.2.0.17 CCHC shall be responsible for finding eligible PAH buyers and renters.
- 12.2.0.18 CCHC shall be responsible for the sale of the PAH unit unless the Developer, CCHC and the Town mutually agree otherwise.
- 12.2.0.19 Should CCHC not be able to locate a purchaser by the time specified above, CCHC and the Developer shall come to a lease agreement regarding the interim occupancy of the unit until such time as a purchaser can be found.
- 12.2.0.20 Should CCHC choose not to acquire the PAH unit, and Council also determines that it does not want to acquire the unit under the terms of the agreement described in Subsection 12.2.0.5, the unit may be sold as a market unit by the Developer, to a purchaser at arms length from the Developer and CCHC staff and directors and at a fair market value price.
- 12.2.0.21 The net difference between the unit market sale price and the PAH price shall be divided between the Developer (33%) and the Town (66%), with the proceeds to the Town to be deposited in the PAH Reserve Fund. This amount shall be payable when payment is received by the Developer from the purchaser through an Assignment of Proceeds Agreement.
- 12.2.0.22 The Planning and Development Department will expedite the processing of applications submitted with a request for variances under this section.
- 12.2.0.23 Variances for infill developments in existing developed residential areas, require additional public consultation, through a Land Use Bylaw amendment or Area Redevelopment Plan process, to evaluate the possible impact(s) and their potential mitigation.
- 12.2.0.24 When PAH units are proposed in condominium projects, the cost of condominium fees are to be considered in the calculation of purchase costs in relation to CMI.
- 12.2.0.25 Condominium disclosure documents may be required to indicate lower condominium fees being assessed to PAH units.