

## Request For Proposal (RFP)

# **Urban Planning & Design Consulting Services Standing Offer**

RFP 7418-01

July 8, 2025

**Town of Canmore** 902 7th Avenue, Canmore, AB T1W 3K1



#### CORPORATION OF THE TOWN OF CANMORE

#### REQUEST FOR STANDING OFFER

#### RFP 7418-01

# STANDING OFFER FOR URBAN PLANNING & DESIGN CONSULTING SERVICES FOR TOWN OF CANMORE

Proposals shall be received via the MERX platform (preferred) or by email to the Project Authority (see below), no later than 23:59:59 MST, on

#### Wednesday, August 20, 2025

All Proposals are subject to the terms and conditions of this Request for Proposal ("RFP").

If further information is required, contact the Town of Canmore Project Authority:

Joshua Cairns, Senior Policy Planner Planning & Development Email: joshua.cairns@canmore.ca

The deadline for all questions related to this Request for Proposal is up to and no later than 23:59:59 hours MST on *Sunday, July 27, 2025.* 

The Owner reserves the right to accept or reject all or part of any Proposal and also reserves the right to accept any Proposal other than the Proposal with the highest score and to cancel this RFP process at any time.



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#### 1. DEFINITIONS

The following definitions apply to the interpretation of the RFP:

- 1. "Addenda or Addendum" means such further additions, deletions, modifications or other changes to the RFP.
- 2. "Authorized Person" means
  - i. For a Proponent who is an individual or sole proprietor, that person.
  - ii. For a Proponent which is a partnership, any partner of the Proponent.
  - iii. For a Proponent which is a corporation:
    - a) Any officer or director of the corporation; and
  - b) Any person whose name and signature has been entered on the Proposal Form included with the Proposal, as having been authorized to participate in the completion, correction, revision, execution, or withdrawal of the Proposal, whether that person is or is not an officer or director.
  - iv. For a Proponent that is a joint venture, the Proposal shall be signed by a person for and on behalf of each joint venture or, if they warrant that they have the authority vested in them to do so, one person so authorized may sign on behalf of all joint ventures.
- 3. "Town" means The Corporation of the Town of Canmore.
- 4. "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:
  - a. in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (a) having or having access to information in the preparation of its Proposal that is confidential to the Owner and not available to other Proponents;
  - b. communicating with any person with a view to influencing preferred treatment in the RFP process; or
  - c. engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process noncompetitive and unfair; or
  - d. in relation to the performance of its contractual obligations in a Contract with the Owner, the Proponent's other commitments, relationships or financial interests (a) could or could be seen to exercise an improper influence over the objectives, unbiased and impartial exercise of its independent judgment; or (b) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.
- 5. **"Consultant"** means the legal entity means the successful Proponent to whom the Contract is awarded for the execution of the Work under the terms of the Contract.
- 6. **"Contract"** means the undertaking by the parties to perform their respective duties, responsibilities, and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties.
- 7. **"Evaluation Criteria"** means the standards and measures used to determine how satisfactory a proponent has addressed the requirements identified in the Proposal.
- 8. "Proponent" means the legal entity submitting a Proposal.
- 9. "Proposal" means the documents submitted by a Proponent in response to this RFP
- 10. **"RFP**" means collectively all of the documents comprising this Request for Proposal, namely Proposal Document, attachments, drawings and Addenda if any.

- 11. "Sub-Consultant" means a legal entity approved by the Owner undertaking the execution of a part of the Work pursuant to an agreement with the Selected Proponent.
- 12. "Work" means the work to be undertaken pursuant to the provisions of the Contract.

#### 2. INFORMATION AND INSTRUCTIONS

#### 2.1. Requirement

The Town of Canmore, hereinafter referred to as the Town, is seeking offers from qualified firms to provide Professional Services in support of the drafting and development of a new Land Use Bylaw.

Where the term "Town" is used in this Request for Proposal (RFP) document, it shall be understood, unless otherwise clarified, to mean the Town of Canmore.

#### 2.2. Proposed Period of Standing Offer

The proposed period of standing offer is for a two and a half (2.5) year term starting from September 1, 2025 to March 1, 2028.

Subject to satisfactory service, terms and conditions, in the sole opinion of the Project Authority or an alternative representative for the Town, the Standing Offer may be extended for optional one (1) year term(s) to support the conclusion of the project or its implementation. An extension is subject to mutually acceptable terms and conditions and pricing and to a continued requirement by the Town.

#### 2.3. Inquiries and Addenda

#### 2.3.1.Inquiries:

All inquiries regarding this RFP must be directed to the Administrative Authority specified herein. Inquiries must be provided, in writing (by email) no later than the date outlined in the Proposed Schedule of Events. The Administrative Authority will provide answers to inquiries to all Proponents by written addenda throughout the question and answer period without naming the source of the inquiry. The final addendum will be released no later than the date outlined in article.

#### **Administrative Authority:**

Joshua Cairns, Senior Policy Planner Town of Canmore 902 7th Avenue, Canmore, AB T1W 3K1

E-mail: joshua.cairns@canmore.ca

#### 2.4. Proposed Schedule of Events

The following dates could be subject to change at the Town's sole discretion.

| Event                               | Date and Local Time        |
|-------------------------------------|----------------------------|
| RFP release date                    | Tuesday, July 8, 2025      |
| Deadline to submit questions to RFP | Sunday, July 27, 2025      |
| Last day for issuance of Addenda    | Wednesday, July 30, 2025   |
| RFP closing date                    | Wednesday, August 20, 2025 |

#### 2.5. Order of Precedence

The documents listed below will form part of this Request for Standing Offer and will be incorporated into any resulting contract. If there is a discrepancy between the wording of one document and the wording of any other document which appears on the list, the wording of the document which first appears on the list shall prevail.

REQUEST FOR STANDING OFFER PROPONENT'S PROPOSAL OR QUOTE

#### 2.6. General Provisions

By submitting an offer, it is understood and agreed that:

A contractual obligation will come into force only if there is an authorized "call-up" against a Standing Offer and only to the extent stipulated in the call-up; The Town's liability under this standing offer shall be limited to the actual amount of professional services "called-up" within the period specified herein.

#### 2.7. Estimated Utilization

Although utilization and amounts are unknown, it is estimated that the professional services called up against this Standing Offer will be comprised of individual call-ups typically between \$1,000 and \$50,000 within the proposed period of the Standing Offer. The estimated annual expenditure for this requirement is \$25,000 to \$75,000.

#### 2.8. Call-Up Procedures

Assignment(s) will generally be called-up by the Project Authority as follows:

- a. The Project Authority will provide the Proponent(s) with a description of the work to be performed or a request for a proposal based on the need.
- b. The Proponent(s) will respond with a quote or a proposal.
- c. If the quote or the proposal is deemed acceptable to the Town, a Purchase Order will be issued by the Town and should be referenced when the Proponent is submitting an invoice. If more than one Proponent is pre-qualified under this Standing Offer, then the Town reserves the right to determine which Proponent to issue a Purchase Order to, the selection of which may be based on pricing, the quality of the proposal, and/or relevant experience in conducting similar work.
- d. The contract will come into effect upon receipt and acceptance of the Purchase Order ("call-up" against the standing offer).

#### 2.9. Rights Reserved

- 2.9.1.This RFP does not commit the Town to authorize any Standing Offer or pay any costs incurred in the preparation of an offer, or attendance at a meeting with Town staff. The Town reserves the right to accept or reject any or all offers received, and to seek clarification from one or more Proponents on the contents of their submission.
- 2.9.2. The Town of Canmore further reserves the right to do any or all of the following at its sole and absolute discretion:
  - a. Reject any Offer for any element of it being non-compliant or non-responsive to the requirements set out in this RFP.
  - b. Waive or correct any minor or inadvertent defect, irregularity or technical error with respect to the RFP document or any Offer received in response thereto either through the evaluation process or during the finalization of the standing offer.
  - c. Request clarification of any aspect (service or financial) of any or all offers received.
  - d. Pursue its own investigations concerning an Proponent's legal status and/or financial viability.
  - e. Terminate the RFP process at any time prior or subsequent to the closing date, and issue a new RFP for the same or a modified requirement.
  - f. Terminate the RFP process at any time prior or subsequent to the closing date, and not issue a new RFP.
  - g. Disqualify an offer on the basis of evidence of conflict of interest or collusion as disclosed by an offer or through any other information discovered by the Town.
  - h. Reject an offer should it be discovered that offer is in breach of another agreement or contract with the Town of Canmore.
  - i. Not accept bids from companies convicted of corruption, collusion, bid-rigging, or any other anti-competitive activity unless they have received a pardon.
  - j. Annually, on the anniversary of the authorization date, add additional Proponents to the Standing Offer.

#### 2.10. No Lobbying

Proponents and/or their Team Members and advisors must not engage in any form of political or other lobbying whatsoever with respect to the outcome of the RFP process. In the event of any such lobbying, the Town, at its sole discretion may at any time disqualify an Proponent or reject any submission by an Proponent without further consideration. All correspondence or communication by Proponents must be directed to the Administrative Authority.

#### 2.11. Insurance

The Successful Proponent shall maintain and pay for Commercial General Liability Insurance with an insurer acceptable to the Owner. The coverage shall include premises and all operations liability to be performed by the Proponent. This insurance coverage shall be subject to limits of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

The Consultant shall provide the Town with proof, in a form satisfactory to the Town, of the insurance required under this section prior to the commencement of work and upon the anniversary date of all applicable policies.

The policy shall include The Town of Canmore as an additional insured in respect of all operations performed by or on behalf of the Proponent. The Successful Proponent will be entirely responsible for the cost of any deductible, which is maintained in any insurance document. The Insurance Policy is to contain a clause that it shall not be altered, cancelled or allowed to expire or lapse, without thirty (30) days prior written notice to the Owner.

Where applicable the Successful Proponent shall carry standard automobile and non-owned automobile liability insurance and shall protect them against all liability arising out of the use of owned or leased vehicles, used by the Proponent, its employees or agents. The limits of the liability for both owned and non-owned vehicles shall not be less than One Million Dollars (\$1,000,000.00) per occurrence.

In addition, the Successful Proponent may be asked to carry Professional Liability Insurance in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence

#### 3. OFFER SUBMISSION REQUIREMENTS

#### 3.1. Submission of Offer

3.1.1.All Offers submitted in response to this solicitation should be delivered through the online MERX system. Emailed Offers are discouraged but will be accepted.

#### 3.2. Offer Content – General

- 3.2.1.The offer should be clear, concise, and should include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The offer should not simply rephrase or restate the requirement but should provide convincing rationale to address how the Offerer intends to meet the stated requirements. Offers should be submitted in a professional format, including a table of contents. Offers should address the RFP using the same numbering system as set forth in this RFP. Offers should include the use of accurate reference tabs, if necessary.
- 3.2.2.The offer should state the correct legal name and legal status of the proposing entity and the correct mailing address.
- 3.2.3. The name, telephone number along with the email address of the representative who may be contacted for clarification or other matters relating to the offer should be provided.
- 3.2.4. Hourly rate costs will be evaluated for this RFP. The proponents must provide a current charge out rate for their employees that will be considered for this work. The Town will negotiate pricing with the successful Proponents on a per project basis.

#### 4. EVALUATION AND SELECTION METHODOLOGY

#### 4.1. General Evaluation and Selection Methodology

- 4.1.1.Offers will be evaluated in accordance with the steps in the evaluation identified below. Proponents are required to address each requirement in sufficient depth in their Offers to permit a full evaluation of their Offer. The onus is on the Proponent to demonstrate that it meets the requirements specified in this solicitation.
- 4.1.2. Proponents should assume that the evaluation team has no prior knowledge of their expertise and experience and will base its evaluation on the information presented in the offer.
- 4.1.3. The Evaluation Committee comprised of Town staff will be evaluating all submissions on the basis of the information provided in their Proposal Documents. The Town shall review, analyze and rate the submissions in accordance with the Evaluation Criteria.
- 4.1.4.Evaluation in one category will not carry over into other categories and each firm will be evaluated based on the information supplied in its submission for that category only.
- 4.1.5. The Town of Canmore will evaluate the Offer only on the documentation provided as part of the Offer. References in an Offer to additional information not submitted with the Offer, such as website addresses where additional information can be found, will not be considered in the evaluation of the Offer.
- 4.1.6. Assessment of Offer submissions will commence after the RFP closing date.

# 4.1.7. Authorization of Standing Offers will be made in accordance with the provisions of the Town Purchasing By-Law.

| No. | Evaluation Factor   | Weighting<br>Points |
|-----|---|---------------------|
| 1   | Mandatory Requirements  | Pass / Fail         |
| 2   | <ul> <li>Qualifications and Experience</li> <li>Proven experience with development projects in Canmore or similar communities at varying scales and typologies (e.g., low density/high density, residential/mixed-use)</li> <li>Demonstrated knowledge of Land Use Bylaws and the legislative and legal framework they operate within in Alberta</li> <li>Experience reviewing, assessing, and/or working with Land Use Bylaws and their various regulations, preferably both within and outside Alberta</li> <li>Diverse team with demonstrated expertise and the ability to advise on the various components of a Land Use Bylaw (e.g., zoning, urban design, overlays, environmentally sensitive design, green development, climate change mitigation and resilience, etc.)</li> <li>Experience representing both municipal governments and the development industry and an understanding of their interests and considerations</li> </ul> | 35%                 |
| 3   | Project Understanding and Methodology  Demonstrated understanding of the Town's needs for the services to be provided and clarity of presentation  Proposed project management methodology for any successful call ups under this Standing Offer, including reporting structure, etc.  Relevant Projects  Experience providing services of similar scope or nature  References from clients for providing services of similar scope or nature   | 25%                 |
| 5   | Pricing   | 25%                 |
|     | Total   | 100%                |

#### 5. PROPOSAL SUBMISSION

#### 5.1. Format and Outline of Responses

Electronic RFP responses are to be on 8.5" x 11" size pages in 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 maximum page count 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.).

#### 5.2. 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: Evidence from your insurance company confirming ability to secure insurance as described in this Request.
  - A4 WCB Requirements: Evidence of WCB coverage or a rationale as to why this is not required.
- B. Qualifications and Experience (three pages maximum)
  - Organizational chart which identifies the persons to be employed under this Request for Standing Offer.
  - Describe the composition, lead and individual roles of the proposed core team to be assigned with reference to applicable skill sets, credentials, and years of experience in delivering similar projects (see the Evaluation framework in Section 4 for more information). Provide the information in summary form (table).
- C. Project Understanding and Methodology (three pages maximum)
  - Overview of your interpretation and understanding of the project goals and Town's requirements for this work.
  - C2 Overview of project management approach and methodology to manage and execute projects of this nature, including management of staff retention and turnover during standing offer duration.

- D. Relevant Projects (three pages maximum)
  - D1 Bullet form list of at least three previous, relevant projects delivered by the individual(s) proposed as members of the project team and a brief overview of the project, client, date, duration, and summary of the work completed.
  - D2 Three references who may be contacted to confirm past projects and quality of work.
- E. Pricing (two pages maximum)
  - E1 Rate sheet and/or billing policy, including policy on disbursements. Prices should be quoted in Canadian dollars excluding GST.
  - Price estimate process/costing method for service delivery. Submissions may include hourly rates for team members, fixed rates, or other method(s) as proposed by the consultant. Note that price estimates will be discussed and negotiated for each specific project.

#### 6. TERMS OF REFERENCE

#### 6.1. Background

The Town of Canmore's current Land Use Bylaw (2018-22) is complex and difficult to navigate, administer, and maintain—posing challenges for it to adequately serve its purpose as a bylaw that can effectively regulate new development in a manner that aligns closely with current Town concerns, goals, and priorities. Significant changes have also occurred since it was adopted in 2018, including demographic shifts, changing development pressures, shifting consumer demands, and the adoption or approval of new policy documents that set the stage for how parts of Canmore will change and grow.

The "Land Use Bylaw Rewrite" project will involve developing a new Land Use Bylaw to create a more modern, clear, and effective regulatory framework. This framework will support more efficient development application, review, and permitting processes and ensure that new development can better align with current Town priorities.

The rewrite will involve a comprehensive review of the existing bylaw and assess opportunities for improvement. This is anticipated to include extensive updates to definitions and uses, the consolidation of certain land use districts, the update or replacement of the architectural design guidelines, improved use of visuals, new document structure and formatting, and updated regulations that support principles of equity, diversity, and inclusion as well as policy directions from the Town's various plans and strategies including climate change adaptation and mitigation.

The rewrite is anticipated to take approximately 2.5 years from project launch to completion, which will involve Council consideration of the new bylaw with three readings.

This Request For Standing Offer (RFP) provides a framework to pre-qualify external vendors and firms to efficiently procure for the consulting services on an as and when required basis to support the Land Use Bylaw Rewrite project.

#### 6.2. Scope of Work

The Consultant will provide the Town with consulting services to support the Land Use Bylaw Rewrite. The anticipated scope of work that these services may entail are summarized below. The list is for illustrative purposes only.

The Consultant may be required to:

- a) Provide planning and policy support
  - Case study research and/or best practice review
  - o Development of visualizations to illustrate regulations
  - Development of massing models, floor plans, renderings, etc.
  - Assessment of land use districts and other regulations
  - Design testing of proposed zoning and design regulations
  - Advise, provide input, and/or draft regulations

- o Assess, provide input, and/or draft built form guidelines
- o Advise on integration of climate change mitigation and resilience outcomes
- o Reviewing and advising on draft regulations
- Review proposed provisions for consistency with regulatory documents, including but not limited to, Airport Zoning Regulations

#### b) Engagement and visualization support

- Preparation of materials for engagement (e.g., before/after visuals, sketch perspectives, diagrams)
- Attendance at engagement events
- Facilitation or support for engagement activities

#### 6.3. Deliverables and Timelines

Deliverable timelines will be discussed and negotiated for each specific call up under the standing offer.

#### 6.4. Format for Deliverables

All documents will be submitted in electronic format compatible with necessary software as applicable.

#### APPENDIX A: CONTRACTUAL ACKNOWLEDGEMENT

The Proponent hereby agrees to be legally bound by the provisions of the resulting Standing Offer, including, but not limited to, all documents referenced in 2.4 Order of Precedence. The Proponent further acknowledges and agrees that the final terms of any resulting Contract with the Town will be concluded and become legally binding on both parties upon receipt and acceptance by the Proponent of a Purchase Order issued by the Town.

SIGNED this day of

Signature Name and Title (*Print*) Has the authority to bind the Corporation.

Company Name: Company Address: Telephone No.: E-mail Address: GST Number:

#### APPENDIX B: SIGNATURE AND WAIVER SHEET

- 1. The Proponent hereby acknowledges that prior to submitting a submission for these services, the Proponent has received from The Town and thoroughly reviewed in order to be familiar with and certain as to all of the terms and conditions set out in the Request for Proposal documents and all amendments thereto which are incorporated by reference into the above-cited submission as follows:
  - a) Affidavit of Execution; and
  - b) Affidavit of Corporate Signing Authority.

The referenced documents may be viewed at The Town's website: (http://www.canmore.ca/business/forms-applications).

- a) The Proponent acknowledges the documents incorporated by reference as indicated in paragraph 1 above.
- b) The Proponent further acknowledges that unless otherwise agreed by both parties and confirmed in writing it is subject to and bound by each provision included in each document incorporated by reference to the same extent that it would be if each such provision were set out and included with the hard copy of the Contract Documents.
- c) The Proponent further acknowledges and confirms that either:
  - i) It has read and understood each provision included in each document incorporated by reference; or
  - ii) By signing this Signature and Waiver Sheet it waives any and all rights to claim or argue that it was not aware of any provision of any document incorporated by reference.
- 2. The terms of this document are severable from one another, and the invalidity of any one or more paragraphs in this document, will not affect the validity of the other paragraphs.
- 3. The Proponent hereby acknowledges it has thoroughly reviewed and understood all the terms and conditions of the Request for Proposal ("RFP") which include those contained in the Instructions for Submitting Proposal, Special Conditions of Proposal, and all documents included by reference as set out in Paragraph 1.
- 4. By signing this sheet, the signatory confirms that they have the full authority to represent the Proponent in all matters relating to the Proposal, and the signatory confirms that the Proponent agrees to be bound by all the Terms and Conditions.

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

**Note:** A seal is a preferred element of the signing of a submission. However, if the corporation or other legal entity making the submission does not have a seal or if it is not available, the corporation or entity should provide reasonable documentation to confirm the printed name and position of the person or persons signing, and also to confirm that such person or persons signing on behalf of the entity has or have authority to bind the entity. Affidavits of authority and execution will normally constitute reasonable confirming documentation. Forms for each of these affidavits can be found at (<a href="http://www.canmore.ca/business/forms-applications">http://www.canmore.ca/business/forms-applications</a>). Without limiting the preceding paragraph but for further clarity, if the corporation or other legal entity does not have a seal or if it is not available:

• For a corporation or other business association, the printed name and position of the person or persons signing together with an affidavit of execution and an affidavit of authority should be completed and submitted.