

REQUEST FOR PROPOSAL

REGIONAL ASSESSMENT SERVICES TOWN OF CANMORE, TOWN OF BANFF AND THE MUNICIPAL DISTRICT OF BIGHORN No. 8

RFP Issue Date: May 1, 2009

RFP Closing Date and Time: Friday, May 22, 2009 at 2:00 pm

RFP Contact: Shannon Staple

Telephone: (403) 678-1506

Facsimile (403) 678-1524

Email: [sstaple@canmore.ca](mailto:ssstaple@canmore.ca)

GENERAL

Introduction

Vendors are invited to submit Proposals for the provision of a Regional Assessment Service as specified in this RFP for the Town of Banff, the Town of Canmore and the Municipal District of Bighorn No. 8 for a three (3) year term with the potential for future extension options at the mutual agreement of all parties.

This RFP will be conducted with the objective of maximizing the benefit to the participating municipalities, while offering Vendors a fair and equitable opportunity to participate.

Vendors are advised that failure to satisfy any term or condition of this RFP may result in an unacceptable Proposal.

Participating Municipalities Information

Town of Banff

Population: 8,282

2009 Live Assessment:

| <u>Category</u> | <u>Parcels</u> | <u>Assessment</u> |
|------------------|----------------|------------------------|
| M&E: | 0 | 0 |
| Non-Residential: | 212 | \$1,061,037,590 |
| Residential: | 1,923 | \$1,272,238,390 |
| Farmland: | 0 | 0 |
| Exempt: | 113 | \$ 384,603,950 |
| Totals | 2,248 | \$2,717,879,930 |

Assessment Records: currently in PAVIS format

Municipal System: Microsoft Great Plains with Diamond software extensions

Town of Canmore

Population: 12,005

2009 Live Assessment:

| <u>Category</u> | <u>Parcels</u> | <u>Assessment</u> |
|------------------|----------------|------------------------|
| M&E: | 8 | \$ 385,660 |
| Non-Residential: | 1,583 | \$1,017,427,970 |
| Residential: | 7,394 | \$5,043,538,550 |
| Farmland: | 0 | 0 |
| Parking – Titled | 1,023 | 0 |
| Exempt: | 560 | \$ 414,529,360 |
| Totals | 9,782 | \$6,475,881,540 |

Assessment Records: currently in PAVIS format

Municipal System: Microsoft Great Plains with Diamond software extensions

Municipal District of Bighorn No. 8

Population: 1,456

2009 Live Assessment:

| <u>Category</u> | <u>Parcels</u> | <u>Assessment</u> |
|------------------|----------------|-------------------------|
| M&E: | 160 | \$234,292,690 |
| Non-Residential: | 350 | \$194,197,480 |
| Residential: | 856 | \$426,362,480 |
| Farmland: | 1,003 | \$ 5,334,880 |
| Exempt: | 377 | \$256,915,820 |
| Totals | 2,746 | \$ 1,117,103,350 |

Assessment Records: currently in PAVIS format

Municipal System: Vadim

RFP Terminology

Throughout this Request For Proposal the following terminology will be used:

“Business Day” means 8:30 a.m. to 4:30 p.m., Alberta Time, Monday to Friday, excluding holidays.

“Business Hours” means 8:30 a.m. to 4:30 p.m. Alberta Time on Business Days.

“Consortium” means two or more vendors who together submit a Proposal.

“Contract” means the written agreement between the successful Vendor and the participating municipalities to provide the Regional Assessment Services contemplated by this RFP.

“Evaluation Team” means individuals who will evaluate the Proposals on behalf of the participating municipalities.

“Participating municipalities,” means the Town of Banff, the Town of Canmore and the Municipal District of Bighorn.

“must”, “mandatory”, “required”, “shall” means a requirement that must be met in a substantially unaltered form in order for the Proposal to receive consideration.

“optional” means a requirement not considered essential, but for which preference may be given.

“Prime Vendor” means the Vendor in a Consortium that is responsible for the provision of all Regional Assessment Services and is accountable for all terms and conditions of the contract.

“Proposal” means the Vendor's response to this RFP and includes all the Vendor's attachments and presentation materials.

“Request for Proposals (RFP)” means the solicitation for the Regional Assessment Services.

“Services” means the functions, duties, tasks and responsibilities to be provided by the Vendor as described in this RFP.

“should”, “desirable” means a requirement having a significant degree of importance to the objectives of this RFP.

“Vendor” means an organization or a Consortium responding to this RFP with a Proposal.

RFP Schedule of Events

RFP Issue Date: May 1, 2009

RFP Closing Date and Time: Friday, May 22, 2009 at 2:00 p.m.

Contract Commencement Date: July 16, 2009

Vendor Questions

All questions regarding this RFP must be directed to the RFP Contact in writing at least seven business days prior to the closing date for the RFP. Enquiries and responses will be recorded and may, in the participating municipality's discretion, be distributed to all Vendors.

The Vendor has a responsibility to notify the RFP Contact in writing, of any ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one interpretation in this RFP, as it is discovered, and to request any instruction, decision, or direction required to prepare the Proposal.

Verbal responses to enquiries are not binding on any party.

Confidentiality and Security of Information

The Vendor, the Vendor's employees, subcontractors, and agents shall:

- keep strictly confidential all information concerning the participating municipalities and/or third parties, or any of the business or activities of the participating municipalities and/or third parties acquired as a result of participation in this RFP; and
- only use, copy or disclose such information as necessary for the purpose of submitting a Proposal or upon written authorization of the participating municipalities.
- the Vendor shall maintain security standards, including control of access to data and other information, consistent with the highest standards of business practice in the industry.

Conflict of Interest

Vendors must fully disclose, in writing to the RFP Contact on or before the closing date of this RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Vendor were to become a contracting party pursuant to this RFP. The Evaluation Team shall review any submissions by Vendors under this provision and may reject any Proposals where, in the opinion of the Evaluation Team, the Vendor could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Vendor were to become a contracting party pursuant to this RFP.

Vendor Expenses

The Vendor is responsible for all costs of preparing and presenting its Proposal and for subsequent negotiations, if any, with the participating municipalities.

Period of Commitment

Proposals shall be final and binding on the Vendor for 90 days from this RFP's closing date and time and may not be altered by subsequent offerings, discussions, or commitments unless the Vendor is requested to do so by the Evaluation Team.

Multiple Proposals

If multiple Proposals are offered, the Vendor must submit each Proposal separately in the same format as outlined in this RFP. Proposals must meet the fundamental intent of this RFP. The Evaluation Team will decide the acceptability of each Proposal.

Cost

Annual cost to complete the assessment service must be quoted in Canadian dollars and exclusive of GST.

Irrevocability of Proposals

Vendors may amend or withdraw their Proposal prior to this RFP's closing date and time by submitting a clear and detailed written notice to the RFP Contact. All Proposals become irrevocable after this RFP's closing date and time.

RFP Closing

This RFP will close at 2:00 pm on this RFP's closing date. Proposals must be received by the RFP Contact before 2:00 p.m. on this RFP's closing date.

Proposal Submissions

Proposals must conform to the following requirements:

The proponent shall:

Submit three (3) hard copies of the proposal and one (1) electronic copy.

Proposals may be delivered by hand, courier or mail. In responding to this RFP, your attention is drawn to the following:

- A Proposal Submission Letter and Proposal Response Form (Appendix 1) must be completed, signed by an authorized representative of the Vendor and included in the Proposal.
- Proposals received unsigned or after this RFP's closing date and time may be rejected.
- Ambiguous, unclear or unreadable Proposals may be cause for rejection.
- Proposals must be sealed and clearly marked with this RFP's name and RFP closing date and addressed as follows:

Attention:

Sandy Croteau, B.AccS, CGA
Manager of Financial Services
902 7th Avenue, Canmore, AB
T1W 3K1
scroteau@canmore.ca

Consent to Use of Information

The Vendor consents, and has obtained the written consent from any individuals identified in the Proposal, to the use of their personal information in the Proposal by the participating municipalities, the participating municipalities employees, subcontractors and agents, to enable the participating municipalities to evaluate the Proposal.

Information Disclosure and Confidentiality

- **FOIP**

All documents submitted to the municipalities will be subject to the protection and disclosure provisions of the Freedom of Information and Protection of Privacy Acts ("the FOIP"). FOIP allows persons a right of access to records in the municipalities' custody and control. It also prohibits the municipalities from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interest or would be an unreasonable invasion of personal privacy as defined in sections 15 and 16 of FOIP. Proponents are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, the municipalities cannot assure Proponents that any portion of the Proponent's documents can be kept confidential under FOIP.

Under no circumstances, however, will the municipalities disclose information contained in any Proposal to any other Proponent.

- **Proposal Return**

Proposals and accompanying documentation submitted by Vendors are the property of participating municipalities and will not be returned.

- **Proposal Rejection**

The Evaluation Team may reject the lowest cost Proposal, or any or all Proposals.

Vendor Profile

The Proposal must include:

- a brief introduction of the Vendor, identifying the members of the Consortium (if applicable) and the Prime Vendor who will be the Consortium's contact with the participating municipalities;
- the full legal name of the Vendor. In the case of Consortium Proposals, the full legal name of the Prime Vendor and each Consortium member must be provided;
- the location of the Vendor's head office and service centres. For Consortium Proposals, head office and service centre locations must be provided for each Consortium member;
- a Vendor contact for all questions and clarifications arising from the Proposal. The contact information should include the person's title, address including email, telephone and facsimile number;
- a Vendor contact authorized to participate in contract negotiations. The contact information should include the person's title, address including email, telephone and facsimile number;

- response to each of the Vendor Requirements identified in this RFP; and
- details of any and all subcontracting arrangements proposed by the Vendor.

In the case of Consortium Proposals, the Proposal must also:

- include a statement that the Prime Vendor is responsible for all acts, omissions, errors, and performance under any subsequent contract;
- describe the role of the Prime Vendor and each Consortium member;
- identify management, ownership, financial and legal relationships between Consortium members;
- demonstrate a Consortium management approach that will ensure, for the duration of any subsequent contract, clear lines of communication and delivery of Services; and
- demonstrate that Consortium members are qualified to perform the tasks they have been proposed to perform.

Vendor References

The Proposal must include corporate references from at least two (2) municipalities in which the Vendor has provided services that are similar in scope and complexity to the services described in this RFP. References must include the name of the municipality and official contact person and should include a street address, email address and telephone number. The participating municipalities may contact these or other references without prior notice to the Vendor. Vendors who, in the opinion of the participating municipalities, receive unsatisfactory references may have their Proposal rejected.

Appendices

If the Vendor wishes to include any other material not specifically requested by this RFP, it may do so by including additional appendices in the Proposal.

Disclaimer of Liability and Indemnity

By submitting a Proposal, a Proponent agrees:

- To be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- That it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
- That it has gathered all information necessary to perform all of its obligations under its Proposal;
- That it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- To hold harmless the Town, its elected officials, officers, employees, insurers, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
- That it shall not be entitled to claim against the municipalities, their elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the Town or otherwise (including information made available by its elected officials, officers, employees, agents or advisors, regardless of the manner or form in which the information is provided) is incorrect or insufficient;
- That the municipalities will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of or arising out of submitting a Proposal or due to the municipalities' acceptance or non-acceptance of its Proposal; and
- To waive any right to contest in any proceeding, case, action or application, the right of the municipalities to negotiate with any Proponent for the contract whomever the municipalities deems, in their sole and unfettered discretion, to have submitted the Proposal most beneficial to the municipalities.

ASSESSMENT SERVICES INFORMATION

Qualifications

- All Vendors assessment personnel must meet the qualifications as prescribed in the Qualifications of Assessor Regulation A/R 54/99.
- The Vendor must provide the name of the individual to be appointed by the participating municipalities as the designated assessor in accordance with the Municipal Government Act.

Statutory Performance Requirements

The Vendor must:

- Prepare assessments in accordance with the Municipal Government Act and its' attendant regulations, and adhere to any other policies or guidelines as issued from time to time from the Alberta Provincial Government.
- Provide completed assessments to the participating municipalities in compliance with the statutory timelines prescribed in the Municipal Government Act and its attendant regulations.
- Provide assessment information as requested by the Minister of Municipal Affairs in compliance with the statutory reporting requirements prescribed in the Municipal Government Act and its' attendant regulations.

Computer Assisted Mass Appraisal Systems

- Provide comprehensive computer assisted mass appraisal (CAMA) software and all subsequent hardware, at the Vendors sole cost, required to provide the assessment service.
- Provide any data conversion, at the Vendors sole cost, which may occur as a result of differing versions of CAMA software.
- Provide the annual assessment electronically in a format compatible with the participating municipalities tax base software.
- Provide security for all assessment data through regular backups. Any systems malfunction that results in loss of assessment data or requires re-entry of assessment data will be remedied at the sole cost of the Vendor.

Property Inspection

- Provide a schedule of property inspections including cyclical inspection of existing properties and annual inspection of new development.

Unique Property Valuation

- The Vendor will be responsible for several unique and difficult to value properties such as resort hotels that are common to the participating municipalities. The Proposal must identify an inspection and valuation plan to accurately assess and maintain these property types.

Public Relations

- Prepare a schedule of public forums to address ratepayer questions and concerns.
- Provide direct electronic communication (telephone or email) to address day-to-day questions from ratepayers.
- Conduct on site interviews with ratepayers on request.

- Deal with the media only in concert with representatives from the participating municipalities.

Defence of Complaints and Appeals

- Provide defence of any assessment complaints before the Assessment Review Board and any assessment appeals before the Municipal Government Board in compliance with the statutory timelines established as prescribed in the Municipal Government Act.
- Provide expert witnesses as required at the Vendors sole cost. Legal representation will be the responsibility of the participating municipalities.

Insurance

- Provide general comprehensive liability insurance in the amount of a minimum of \$ 5,000,000 with the participating municipalities as an additional named insured.
- Provide a valid Workers Compensation Board account number and be responsible for WCB coverage.

Ownership of Records

- All assessment records for the participating municipalities in the possession of the Vendor remain the property of the participating municipalities.

Training

- Provide a synopsis of current continuing education initiatives. Any training of Vendors staff is the sole responsibility of the Vendor.

Cost and Benefit

- The Proposal should contain a cost benefit and service benefit analysis for the assessment service delivered on a regional basis compared to individual contracts with each of the participating municipalities.

Payment Schedule

- The Proposal must contain an annual fee for service and may include a payment schedule for instalments throughout the year. This item should also include a breakdown of normal operating costs and project cost areas; such as any system conversion and unique properties valuation.

PROPOSAL EVALUATION

Evaluation Process

- The Evaluation Team will evaluate Proposals based on the rated criteria identified below.
- During the evaluation process, Vendors may be required to provide additional information to clarify statements made in their Proposals.
- Each Proposal shall be evaluated separately against this RFP's requirements.

Mandatory RFP Requirements

- Vendors must provide sufficient detail in their Proposal to substantiate compliance with this RFP's mandatory requirements. In addition, Vendors must provide cross references to any parts of the Proposal that contain information that they wish to be considered in the evaluation of any given requirement.

Evaluation Criteria

- Subject to the requirements of FOIP, ratings shall be confidential, and no totals or scores of such ratings shall be released to any party.

| Category | Rating |
|-----------------------------------|---------------|
| Property Inspection | 5 |
| Defence of Complaints and Appeals | 5 |
| Training/Education | 10 |
| Assessment Experience | 10 |
| References | 10 |
| Public Relations Skills | 10 |
| Cost/Value | 50 |

Short listing

A shortlist of Vendors may be established. Short listed Vendors may be requested to make formal presentations regarding their Proposal to the Evaluation Team. Key Vendor management and technical personnel will be expected to participate in presentations. These presentations will be made at no cost to the participating municipalities.

PROPOSAL RESPONSE FORM

REGIONAL ASSESSMENT SERVICES

BIDDER/COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE/FAX _____

EMAIL/WEBSITE _____

Annual Base Fee

| | July 2009 - June 2010 | July 2010 - June 2011 | July 2011 - June 2012 |
|-----------------------|-----------------------|-----------------------|-----------------------|
| Town of Banff | | | |
| Town of Canmore | | | |
| M.D. of Bighorn No. 8 | | | |

Additional Charges not included in Base Fee (if applicable) i.e. Supplemental Assessment; MGB Hearings; Hourly rate(s) for additional services.

| | | | |
|-----------------------|--|--|--|
| Town of Banff | | | |
| Town of Canmore | | | |
| M.D. of Bighorn No. 8 | | | |

References

1. _____

2. _____

Demonstrated Experience (can be supplied on additional documents)

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____