



Athabasca County

www.athabascacounty.com

3602-48 Avenue, Athabasca, Alberta
T9S 1M8 780-675-2273

Request For Proposal Assessment Services

Date of Issue: February 7, 2024

Closing Information:

Date: March 8, 2024

Time: 3:00 PM Local Time

Location: Athabasca County

Athabasca Office

3602-48 Avenue

Athabasca, Alberta T9S 1M8

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) serves as an invitation by Athabasca County (“the Municipality”) to prospective proponents to submit proposals for Tax Assessment Services as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Municipality is seeking Tax Assessment Services for a period of five years, with the possibility of one five-year extension.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Nicole Cherniwchan
Director of Corporate Services
Athabasca County
780-675-2273
EMAIL: corporateservices@athabascacounty.com

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Municipality, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the Municipality for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Municipality and the selected proponent. It is the Municipality’s intention to enter into an agreement with only one (1) legal entity. The term of the agreement is to be for a period of five years, with an option in favor of the Municipality to extend the agreement on the same terms and conditions for one additional term of up to five years.

1.4 RFP Timetable

Issue Date of RFP	February 7, 2024
Deadline for Questions	February 21, 2024 4:00 PM local time Athabasca
Deadline for Issuing Addenda	February 28, 2024 4:00 PM local time Athabasca
Submission Deadline	March 8, 2024 3:00 pm local Athabasca
Anticipated Execution of Agreement	March 30, 2024

The RFP timetable is tentative only and may be changed by the Municipality at any time. For greater clarity, business days means all days that the Municipality is open for business.

1.5 Submission of Proposals

1.5.1 Proposals Submissions Format

The Municipality will only receive E-MAILED Proposals, identifying RFP Athabasca County Assessment Services in the subject line and addressed and delivered to corporateservices@athabascacounty.com.

Proponents should submit their proposal in a single PDF file, using a minimum of size 12 font. Proposals are to be prominently marked with the RFP title and number, and with the proponent's full legal name and address.

1.5.2 Proposals Submissions Deadline

Proposals must be submitted electronically to the email address set out above on or before the Submission Deadline. Hard copies will not be accepted.

Electronic proposals shall use the email receive timestamp as the official bid submission time. The Municipality will not honour proposals received after the closing time due to email server delays or system outages.

Proponents are cautioned that the Submission Deadline is based on when the proposal is RECEIVED by the Municipality, and NOT when a proposal is submitted by the proponent. It is the sole responsibility of the proponent to be mindful of the length of time for the proposal to be transmitted due to file transfer size, transmission speed, etc., and the Municipality shall not be responsible for any delivery issues whether or not caused by the Municipality's server. As such, proponents are encouraged to seek confirmation from the Municipality that their proposal has been received. Proposals received after the Submission Deadline will not be accepted or considered.

1.5.3 Amendment and Withdrawal of Proposals

Proposal submissions shall not be withdrawn, modified, or clarified after they have been received by the Municipality, unless such withdrawal, modification or clarification is received in writing by the Municipality prior to the Submissions Deadline. Submissions containing changes should clearly state the RFP # and be identified as an amendment in the email submission and submitted in the same format as detailed in section 1.5.1.

To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The Municipality is under no obligation to return withdrawn proposals.

1.5.4 Changes to this RFP

Any changes to the Contract Documents will be issued using written addenda and posted to the APC website and will form part of the Request for Proposal. No amendment of any kind to the RFP is effective unless it is posted in a formal written addendum. Upon submitting to this RFP, proponents will be deemed to have received notice of all addenda that have been posted and deemed to have considered

the information for inclusion in the proposal submitted.

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

The Municipality will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. Proposals that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Municipality, be rejected. The mandatory submission requirements are set out in Section B of the RFP Particulars (Appendix D).

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified.

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The Municipality will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the Municipality as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The Municipality will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Stage IV – Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. Subject to the Municipality's Council's approval, in

their sole discretion, the top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the Municipality.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the Municipality or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Municipality and the selected proponent. Negotiations may include requests by the Municipality for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Municipality for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

The Municipality intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the Municipality invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section D of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the pre-conditions of the award listed in Section D of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the Municipality may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the Municipality elects to cancel the RFP process.

2.5.5 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

2.6 Defects or Irregularities

The Municipality may elect at its sole discretion to accept or reject any proposal and to waive any defect, irregularity, or mistake in any proposal and to accept or reject any proposal or alternative proposal, in whole or in part, which it deems to be most advantageous to its interests.

As part of the negotiations described above, the Municipality may, prior to and after contract award, negotiate changes to the scope of work, the type of materials, the specifications or any conditions with or one or more of the proponents without having any duty or obligation to advise any other proponent or to

allow them to vary their proposal as a result of such changes and the Municipality shall have no liability to any other proponent as a result of such negotiations or modifications.

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each bidder and incorporated into each proponent's proposal. A proponent who submits conditions, options, variations or contingent statements to the terms as set out in this RFP, including the terms of the Agreement in Appendix A, either as part of its bid or after receiving notice of selection, may be disqualified. If a proponent is not disqualified despite such changes or qualifications, the provisions of this RFP, including the Agreement set out in Appendix A, will prevail over any such changes or qualifications in the proposal.

3.1.2 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.3 Proposals in English

All proposals are to be in English only.

3.1.4 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.5 References and Past Performance

In the evaluation process, the Municipality may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with the Municipality or other institutions. In addition, the Municipality in its sole and unfettered discretion, may disqualify a proponent who has previously been (or is presently) involved in litigation, arbitration, or any other dispute resolution process or quasi-judicial process in which it is taking a position that is adverse in interest to the Municipality.

3.1.6 Information in RFP Only an Estimate

The Municipality and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.7 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.8 Proposal to be Retained by the Municipality

The Municipality will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

The Municipality makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The Municipality may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The Municipality is under no obligation to provide additional information, and the Municipality is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Municipality is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the Municipality, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Should the Municipality issue an addendum to the RFP, it will be posted only on the Alberta Purchasing Connection (“APC”) website. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Municipality. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Municipality determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Municipality may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, the Municipality may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The Municipality may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by the Municipality and a proponent, the other proponents will be notified by public posting, in the same manner that this RFP was originally posted, of the outcome of the procurement process on the APC website.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within fourteen (14) days of such notification.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- 1 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 (i) having, or having access to, confidential information of the Municipality in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- 2 in relation to the performance of its contractual obligations under a contract for the deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The Municipality may disqualify a proponent for any conduct, situation or circumstances, determined by the Municipality, in its sole and absolute discretion, to constitute a Conflict of Interest as defined in 3.4.1, Conflict of Interest.

3.4.3 Disqualification for Prohibited Conduct

The Municipality may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the Municipality determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Municipality; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Past Performance or Past Conduct

The Municipality may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;

- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Municipality, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the Municipality

All information provided by or obtained from the Municipality in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the Municipality and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Municipality; and
- (d) must be returned by the proponent to the Municipality immediately upon the request of the Municipality.

3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Municipality. The confidentiality of such information will be maintained by the Municipality, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Municipality to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the Municipality will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a

contract or failure to honour a proposal submitted in response to this RFP.

3.6.2 Reserved Rights of the Municipality

The Municipality reserves the right in its sole and unfettered discretion to

- ☐ make public the names of any or all proponents and the value and/or cost of the proposal;
- ☐ make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- ☐ request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the respondents proposal;
- ☐ determine whether a failure to conform to the terms and conditions of the RFP does or does not constitute substantial compliance with the RFP and accept proposals that substantially comply with the requirements of this RFP, including a right to accept or reject any proposal and to waive any defect, irregularity, or mistake in any proposal;
- ☐ verify with any proponent or with a third party any information set out in a proposal;
- ☐ check references other than those provided by any proponent;
- ☐ disqualify a proponent, rescind a notice of selection or terminate a contract subsequently entered into if the proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- ☐ disqualify a proponent who has previously been (or is presently) involved in litigation, arbitration, or any other dispute resolution process or quasi-judicial process in which it is taking a position that is adverse in interest to the Municipality;
- ☐ disqualify a proponent who has displayed poor performance in any previous or ongoing work or services for the Municipality, or who has otherwise demonstrated they it be incapable of effectively and efficiently providing the Deliverables in a timely manner, as determined by the Municipality in its sole discretion;
- ☐ cancel this RFP process at any stage;
- ☐ cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- ☐ accept any proposal in whole or in part; or
- ☐ reject any or all proposals;
- ☐ negotiate changes (both prior to and after contract award) to the scope of work, the type of materials, the specifications or any conditions with the successful proponent without having any

duty or obligation to advise any other proponent or to allow them to vary their response as a result of such changes.

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.3 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the Municipality by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.4 Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Municipality to enter into an agreement for the Deliverables.

3.6.5 Cancellation

The Municipality may cancel or amend the RFP process without liability at any time.

3.6.6 Limitation of Liability

Notwithstanding any other provision, by submitting a proposal, each proponent agrees that any claim the proponent may have against the Municipality and the Municipality's employees, agents, consultants and elected officials (collectively the "Municipality Parties") for damages, losses, or expenses or for any other legal relief, arising, directly or indirectly, under or in relation to this RFP process (whether in contract, tort, or other legal theory) is limited to an amount equal to the proponent's actual and reasonable costs in preparing its proposal to a maximum of \$2,500.00. For clarity, each proponent specifically waives as against the Municipality Parties any claim for loss of profit or anticipated profit, loss of opportunity, loss of reputation, consequential or indirect losses or for judicial review or injunctive relief.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and

- (c) are to be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein and each proponent irrevocably and unconditionally attorns to the jurisdiction of the courts of the Judicial District of Edmonton in relation to any claim or dispute in relation to this RFP.

APPENDIX A – FORM OF AGREEMENT

CONTRACT NUMBER: AG _____

THIS CONTRACT MADE EFFECTIVE THE ____st DAY OF _____, 2024 (the “Effective Date”).

BETWEEN:

Athabasca County

- and –

[*INSERT FULL LEGAL NAME OF SUPPLIER*]

WHEREAS:

- A. The municipality of Athabasca County (hereinafter known as Athabasca County) is seeking Contracted Services to perform the outlined task identified in this contract; and
- B. **[*INSERT FULL LEGAL NAME OF SUPPLIER*]** (the “Contractor” or “”) agrees to provide the Services and perform the outlined tasks as identified in this contract.

NOW THEREFORE in consideration of the mutual covenants and agreements between the parties contained in this Contract and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree as follows:

1. DEFINITIONS

In this Contract:

- (a) “Business Day” means 8:00 am to 4:00 pm in Alberta from Monday through Friday excluding statutory holidays observed by Athabasca County;
- (b) “Contract” means this document, Schedule A, Appendix 1 and Schedule B;
- (c) “Effective Date” means the date first above written;

- (d) "Extension Term" has the meaning set out in section 2(b) herein;
- (e) "FOIP Act" means the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time;
- (f) "Athabasca County" means Athabasca County
- (g) "Athabasca County's Information" has the meaning set out in section 9 herein;
- (h) "Materials" means any work, information, records, or materials, regardless of form, which is made, generated, produced, or acquired by the Contractor or its employees, subcontractors or agents in the course of performing the Services;
- (i) "Personal Information" means personal information as defined in the FOIP Act;
- (j) "Services" means the work, duties, functions, and deliverables described in Schedule A;
- (k) "Term" has the meaning set out in section 2 herein.

2. TERM

- (a) This Agreement shall be for a term of Five years, commencing on the Effective Date and terminating on _____, 2029, unless terminated earlier in accordance with the provisions of this Contract (the "Term").
- (b) The parties may mutually agree to extend the term of this Agreement for a further period (the "Extension Term"), subject to agreement by the parties with respect to. Any extension to the term of this Contract shall be on the same terms and conditions set out herein.
- (c) An extension of the term of this Contract pursuant to this provision must be agreed upon in writing and signed by the parties prior to the expiry of the initial term of the Contract as set out in paragraph 2(a), and must include the amount of the hourly rate and total fee payable during the Extension Term.

3. PERFORMANCE OF SERVICES

- (a) The Contractor agrees to perform the Services in accordance with the provisions of this Contract and to follow any directions from Athabasca

County regarding the performance of the Services.

- (b) Athabasca County may order the re-execution of any Services or Materials which are not performed in accordance with the provisions of this Contract, in which case the Contractor shall re-execute the Services or Materials at the Contractor's expense in accordance with this Contract, at no additional cost to Athabasca County.
- (c) The Contractor warrants that it has the qualifications and expertise to perform the Services.
- (d) The Contractor shall work with Athabasca County and complete the assigned tasks as outlined and discussed with the _____ or their designate to Athabasca County's satisfaction annually on or before August 31st.

4. PAYMENT

- (a) Athabasca County agrees to pay the Contractor a sum not to exceed [*insert maximum contract amount*] (\$xxx) (Canadian funds), including expenses, to perform the Services. The Contractor shall be paid:
 - i. the rates specified in Schedule B for completion of the Services in accordance with this Contract; and
 - ii. upon submitting an invoice and other supporting documentation required by Athabasca County describing the Services for which payment is claimed.

5. REPORTS AND REPORTING

- (a) The Contractor shall submit all required documentation as identified in the Request for Proposal.
- (b) any other information Athabasca County requested concerning the completion of this Contract.

6. NON-ASSIGNABILITY AND SUBCONTRACTING

- (a) The Contractor shall not, without the prior written consent of Athabasca

County, which shall not be unreasonably withheld:

- i. assign or otherwise dispose of any of its rights, obligations, or interests in this Contract; or
 - ii. subcontract the Services (other than as specified in Schedule A),
- (b) When the Contractor retains any subcontractor(s) in connection with the performance of the Services, the Contractor shall:
- i. be responsible for remunerating the subcontractor(s);
 - ii. be responsible for the performance and activities of the subcontractor(s); and
 - iii. contractually obligate the subcontractor(s) to take action, or refrain from taking action, as necessary to enable the Contractor to fulfill its obligations under this Contract.

7. MATERIAL OWNERSHIP

- (a) Ownership of any work, information, records, or materials, regardless of form, including copyright, patent, industrial design, or trademark which was owned by Athabasca County, the Contractor, or a third party prior to the Effective Date, remains the property of each party respectively.
- (b) Where any work, information, records, or materials, regardless of form, including copyright, patent, industrial design, or trademark owned by the Contractor prior to the Effective Date ("Contractor Materials") is reproduced or incorporated in the Materials, the Contractor grants to Athabasca County a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce or distribute those Contractor Materials, for any purpose.
- (c) The Contractor shall cooperate with Athabasca County in protecting Athabasca County's ownership or intellectual property rights in the Materials.

8. NON-DISCLOSURE OF INFORMATION

- (a) Except as provided in sections 8 and 9, all information, regardless of form, including Personal Information, that is obtained, generated, provided, or

collected by the Contractor in the performance of the Services ("Athabasca County's Information"), shall not be disclosed or published by the Contractor without the prior written consent of Athabasca County. The Contractor may disclose Athabasca County's Information to employees, subcontractors, or agents of the Contractor who have a need to know for the purpose of performing the Services, provided that the Contractor has a confidentiality agreement with the agent or permitted subcontractor containing confidentiality provisions substantially similar to this Contract.

- (b) The Contractor's obligations in section 8(a) does not apply to information or documents which:
 - i. are, or become publicly available through no act or omission of the Contractor;
 - ii. are independently developed without the benefit of Athabasca County's Information; or
 - iii. are received by or from a third party without restriction and without a breach of confidentiality obligation.
- (c) The Contractor shall retain Athabasca County's Information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure, loss, destruction, or alteration of Athabasca County's Information. The Contractor shall immediately advise Athabasca County of any unauthorized access, use, disclosure, loss, or destruction of Athabasca County's Information, and shall provide Athabasca County any assistance reasonably required to rectify such a situation.
- (d) The Contractor shall return or deliver Athabasca County's Information to Athabasca County upon completion or termination of this Contract, or upon the request of Athabasca County.
- (e) Athabasca County's Information may be disclosed to the extent required by law or court order, provided that Athabasca County is given reasonable notice and opportunity to seek to prevent or limit its disclosure.
- (f) No press release, public announcement or other public commentary relating to this Contract shall be made by the Contractor without the prior written approval of Athabasca County.

9. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- (a) The Contractor acknowledges that this Contract, including without limitation the name of the Contractor, fees payable, the Term, and details of the Services may be subject to disclosure under the *FOIP Act*. The Contractor further acknowledges that the *FOIP Act* applies to Athabasca County's Information collected, used, or disclosed in the performance of Services, and the Contractor shall adhere to the *FOIP Act* in its collection, use, and disclosure of any Personal Information.
- (b) The Contractor shall not collect, use or disclose any Personal Information under this Contract except as reasonably required to fulfill its obligations under this Contract, or as otherwise expressly authorized in writing by Athabasca County.
- (c) Upon request, the Contractor shall, at the Contractor's expense, and within five Business Days, provide to Athabasca County any records that are requested under the access provisions of the *FOIP Act* that are in the custody or under the control of the Contractor. Should the Contractor receive an access request under the *FOIP Act*, the Contractor shall not respond to it, but shall immediately forward the access request to Athabasca County for further handling.
- (d) In providing the Services the Contractor shall make every reasonable effort to ensure that Personal Information that is to be or is actually used to make a decision that directly affects an individual, is both complete and accurate. At Athabasca County's request, the Contractor must correct, within five Business Days of the request, Personal Information that the Contractor may have either collected or compiled about an individual pursuant to this Contract.
- (e) The Contractor shall:
 - i. protect Personal Information against any unauthorized access, use, disclosure, loss, destruction, or alteration;
 - ii. immediately advise Athabasca County of any actual or potential unauthorized access, use, disclosure, destruction, or alteration of Personal Information and provide all reasonable assistance to Athabasca County to prevent or remedy the same; and

- iii. provide Athabasca County with any information regarding the Contractor's security measures that Athabasca County may require to verify compliance with the *FOIP Act*.
- (f) The Contractor shall store only in Canada all records of Personal Information which are disclosed to the Contractor under this Contract, including records that are collected, used, or stored on behalf of Athabasca County.
- (g) The Contractor shall act on any direction that Athabasca County may provide with regard to the use, collection, access, security, disclosure, alteration, loss or destruction of the Personal Information.

10. INDEMNITY AND LIABILITY

The Contractor shall indemnify and save harmless the County and its employees, elected officials and agents from and against any claims, actions, demands, damages, losses or costs (including legal costs on a solicitor and own client basis) arising from any breach of this agreement or negligent act or omission of the Contractor or those for whom it is legally responsible.

11. INSURANCE and WORKERS COMPENSATION BOARD of ALBERTA

- (a) Comprehensive General Liability (CGL) Insurance in respect to the Services and operations of the Supplier for bodily injury and/or property damage with policy limits of not less than a minimum FIVE MILLION DOLLARS (\$5,000,000) CGL coverage required per occurrence.

Such insurance shall: (i) name the Municipality as an additional insured, (ii) contain a cross liability clause, (iii) protect the Municipality from any claims by or through the Supplier relating to third party bodily injury and property damage claims, and (iv) indicate that the coverage under the policy shall be primary insurance in relation to any insurance maintained by the County directly.

Coverage to include: (i) non-owned automobiles, (ii) sudden and accidental, (iii) independent subcontractors, (iv) pollution Liability, (v) contractual liability including the ensuing Agreement, (vi) broad form property damage endorsement; and (vii) products and completed operations coverage.

- (b) Professional Liability Insurance in respect to the Services with policy limits of not less than ONE MILLION (\$1,000,000.00) DOLLARS per claim and with a deductible of not more than \$25,000 and with an aggregate limit of not less than FIVE MILLION (\$5,000,000.00) DOLLARS.
- (c) Comprehensive Automobile liability insurance on all vehicles owned, operated, or licensed in the Supplier's name, with limits of not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence. The policy shall cover the Supplier for all sums which the Supplier shall become legally obligated to pay as damages because of bodily injury or death including passenger hazard and property damage caused by an occurrence.
- (d) Errors and omissions coverage for professional services liability with limits of not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence or as such higher limit as the Municipality may determine to be appropriate for future operations.
- (e) Cyber liability insurance for breaches of information or data security standards, with limits of not less than TWO MILLION (\$2,000,000) DOLLARS per claim.
- (f) Workers' Compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Province of Alberta;

12. RELATIONSHIP OF PARTIES

- (a) The relationship of the Contractor to Athabasca County in performing the Services under this Contract is that of an independent contractor, and nothing in this Contract is to be construed as creating an agency, partnership, joint venture, or employment relationship between the Contractor and Athabasca County.

13. NOTICES

- (a) Any notice to be made under this Contract is to be made in writing, and is effective when delivered to the address indicated below or transmitted by email to the email address as follows:

Athabasca County

Address: 3602 48 Avenue
Athabasca, Alberta, T9S 1M8
Attention: Director of Corporate Services
Email corporateservices@athabasca
county.com

The Contractor: **[**Insert Supplier's Full Legal Name**]**

Address: **[**Insert Supplier's address**]**

[Insert Supplier's address**]**

Attention: **[**Insert Supplier's Contact Name**]**

Email **[**Insert Supplier's Email**]**

The parties respectively designate, for the time being, the individuals identified in this clause as having the authority to give notice, and notice given by these individuals is binding on the party giving the notice.

(b) Any party may change its information in section 13(a) by giving notice to the other in the manner described in section 13(a).

(c) Any notice personally served or sent by email shall be deemed received when actually delivered or received, if delivery or email transmission is on a Business Day, or if not on a Business Day, on the following Business Day. Any notice delivered by mail shall be sent by registered mail and deemed received after

Five (5) Business Days.

14. TERMINATION

- (a) Either party may, upon Sixty (60) Days' written notice to the other party, terminate this Contract, without cause.
- (b) If this Contract is terminated:
 - i. all Materials made, prepared, developed, generated, produced, or acquired by the Contractor, or its employees, subcontractors, or agents under this Contract are the property of Athabasca County; and
 - ii. Athabasca County shall only have to pay the Contractor for the Services actually completed in accordance with this Contract up to the effective date of termination.
- (c) Without limiting the foregoing, if the Contractor is in default of any of its obligations under this Contract, and fails to remedy such default within ten (10) days of receiving written notice of such default from the County, the County may terminate this Agreement, without limitation to any other rights or remedies it may have, including withholding amounts owing or otherwise recovering from the Contractor any costs incurred by the County to remedy such default.

15. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

- (a) The Contractor represents and warrants that:
 - i. the Contractor has the full right, power, and authority to enter into this Contract and to perform the Services;
 - ii. the Contractor is a corporation duly incorporated, organized, validly

existing and in good standing under the laws of its jurisdiction of incorporation or continuance and is lawfully registered and licensed to do business in the province of Alberta;

- iii. the Contractor is not a party to or bound by any agreement (written or oral), indenture, instrument, license, permit or understanding or other obligation or restriction under the terms of which the execution, delivery and/or performance of this Contract does or will constitute or result in a violation or breach;

16. SAFE, SECURE AND RESPECTFUL WORKPLACE

- (a) The Contractor, its employees, subcontractors, and agents when using any of Athabasca County's buildings, premises, equipment, hardware or software shall comply with all safety and security policies, regulations, or directives relating to those buildings, premises, equipment, hardware, or software.
- (b) When communicating or interacting with Athabasca County's employees, the Contractor, its employees, subcontractors, and agents shall comply with Athabasca County's *Respect in the Workplace Policy*, as amended from time to time. A copy of this policy is available from Athabasca County's representative designated in Section 17(a).
- (c) The Contract shall maintain COR Certification for the duration of this Contract.

17. PARTIES' REPRESENTATIVES

- (a) Athabasca County designates the Director of Corporate Services or their designate as Athabasca County's representative for communications and ongoing contact between Athabasca County and the Contractor in matters relating to this Contract, other than giving notice pursuant to section 13(a).
- (b) The Contractor designates **[**Insert Supplier's Designates Name**]** as the

Contractor's representative for communications and ongoing contact between Athabasca County and the Contractor in matters relating to this Contract, other than giving notice pursuant to section 13(a).

- (c) Any party may change its designated representative above by sending written notice to the other party of such change.

18. CONFLICT OF INTEREST AND ETHICAL CONDUCT

- (a) The Contractor shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Contractor or its employees, subcontractors, or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:
 - i. the Contractor and its employees, subcontractors, and agents shall not influence or seek to influence, or otherwise take part in a decision of Athabasca County knowing that the decision might further their private interests;
 - ii. where the Services involve providing advice, making recommendations to Athabasca County, or exercising discretionary authority regarding a right, permission, privilege, status, contract, or benefit, then such advice, recommendations, or discretion must be provided, made, or carried out impartially and without bias;
 - iii. except for payment as set out in this Contract, the Contractor and its employees, subcontractors, or agents shall not accept any collateral gift, payment, commission, or other direct benefit arising from or connected to the performance of the Services;
 - iv. the Contractor and its employees, subcontractors, and agents shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;
 - v. the Contractor, upon request by Athabasca County, shall deliver copies of all written ethical standards, conflict of interest policies, and codes of conduct established or observed by the Contractor in its business practices or in relation to its employees, subcontractors, or agents; and
 - vi. the Contractor shall comply with, and ensure that its employees, subcontractors, and agents comply with, the *Lobbyists Act* (Alberta),

as amended from time to time.

- (b) In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of the Services, the Contractor shall immediately disclose such matter to Athabasca County in writing. Upon such disclosure, the Contractor shall not commence or continue the performance of the Services without the prior written consent of Athabasca County. If Athabasca County is of the opinion the Contractor or its employees, subcontractors or agents are in a conflict of interest, Athabasca County may terminate this Contract.

19. SURVIVAL OF TERMS

- (a) Notwithstanding any other provision of this Contract, those clauses which by their nature continue after the conclusion or termination of this Contract shall continue after such completion or termination, including without limitation the following:

- | | | |
|------|------------|---|
| i. | section 8 | Material Ownership; |
| ii. | section 9 | Non-Disclosure of Information; |
| iii. | section 10 | Freedom of Information and Protection of Privacy; and |
| iv. | section 11 | Indemnity and Liability. |

20. GENERAL

- (a) In the case of conflicts or discrepancies among this document and the Schedules and any Schedules attached to this document, the documents shall take precedence and govern in the following order:

- i. The body of this document,
- ii. The Schedules to this document,
- iii. The Request for Proposal for Tax Assessment Services
- iv. [*Insert RFx Document Name and #*],

- (b) All funds referenced in this Contract shall be in Canadian Dollars.

- (c) Time is of the essence of this Contract.
- (d) This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and except as expressed in this Contract, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.
- (e) Any waiver by either party of the performance by the other of an obligation under this Contract must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.
- (f) The rights and remedies of Athabasca County under this Contract are cumulative and any one or more may be exercised.
- (g) The Parties may amend this Contract only by mutual written agreement signed by the parties.
- (h) This Contract shall be governed by and interpreted in accordance with the laws in force in the province of Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.
- (i) This Contract shall be for the benefit of and binds the successors and assigns of the parties.
- (j) The headings in this Contract are inserted for convenience of reference only and shall not affect the meaning or construction of this Contract.
- (k) In this Contract words in the singular include the plural and words in the plural include the singular.

- (l) This Contract may be executed electronically in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by e-mail in PDF shall constitute good delivery.

IN WITNESS WHEREOF the parties hereto have set their hands and seals by their proper officers in that behalf on the _____ day of _____, 2024.

Athabasca County

[*INSERT FULL LEGAL NAME OF SUPPLIER*]

Per:

Per:

Signature

Signature

Print Name

Print Name

Title

Title

Schedule A

1. Services

To be completed upon the Municipalities Council decision.

SAMPLE

Schedule B

1. Pricing

Payments under the Contract will be as follows using the rates specified below:

(a) To be completed

(b) The Contractor agrees to invoice Athabasca County as outlined above in Section 1(a) of this Schedule B.

2. Expenses

The Contractor's pricing as specified above is inclusive of all expenses incurred by the Contractor in the performance of the Services. **No additional expenses will be paid without prior written approval by the Director of Corporate Services or their designate.**

APPENDIX B – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Municipality and the proponent unless and until the Municipality and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to

provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

4. Non-binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the Municipality prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word “None”, on the following line: _____. Proponents who fail to complete this section will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

Proponents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the Municipality within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its response; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFPQ.

Otherwise, if the statement below applies, check the box.

1. The proponent declares that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this RFP.
2. The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of the Municipality and have ceased that employment within twelve (12) months prior to the Submission Deadline:

Name of Individual:
Job Classification:
Department:
Last Date of Employment with the Municipality:
Name of Last Supervisor:
Brief Description of Individual's Job Functions:
Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:

(Repeat above for each identified individual)

The proponent agrees that, upon request, the proponent shall provide the Municipality with additional information about each individual identified above in the form prescribed by the Municipality.

This space intentionally left blank.

8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Municipality to the advisers retained by the Municipality to advise or assist with the RFP process, including with respect to the evaluation this proposal.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Proponents shall provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for **GST**, which should be itemized separately.
- (c) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all freight and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth 30% of the total score.

3. Required Pricing Information

Please provide a detailed budget outlining all costs for the duration of the five years, with the possibility of one five-year extension. This information must be inclusive of all billable hours and travel fees. All amounts must be provided in Canadian Dollars.

Please provide all other fees for any additional work/service, not included in the total contract fee for the completion of the Tax Assessment Services.

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

Athabasca County is seeking a contractor to complete the annual tax assessments for the subsequent year for the municipality. The successful proponent must ensure:

- 1) That they Comply and enact any Act of the Legislature of the Province of Alberta and of the Parliament of Canada now in force or enacted hereafter; and
- 2) That they Comply and enact on any bylaws, resolutions of Council and policies that affect the performance of the services; this includes existing, updated, and new bylaws, resolutions, and policies within a mutually agreed upon time frame after being established or passed by Council.
- 3) That all annual Taxation data is filed, inputted, verified, and adopted in accordance with Legislative Requirements and the *Municipal Government Act*

As such, Proponents are asked to demonstrate their willingness and ability to provide the required tax assessment services that include but are not limited to, the requirements outlined below.

Requirements:

- (a) Prepare annual assessment of parcels as per assessment summary (as attached to this RFP as Attachment 1) and provide a digital copy in CSV file (or other agreed format) to the Municipality not later than February 28th of each calendar year.
- (b) Integrate the Designated Industrial assessments and Linear assessments as well as any account changes as supplied by the Municipality or The Provincial Assessor for Municipal Affairs.
- (c) 20% Selective Inspections of parcels commencing on April 1, 2024, representing an overall 5-year inspection cycle of all properties.
- (d) Provide training in assessment, best practices, and application of relevant minister guidelines to the Municipality.
- (e) Provide digital assessment data, including reports and pictures, in a format that is compatible with the mapping software currently used by Athabasca County. Please note that Athabasca County reserves the right to change its mapping software at any time, and the contractor should ensure that the delivered data can be seamlessly integrated with Athabasca County's chosen mapping software.
- (f) Provide support services to the Municipality, that include:
 - (i) Municipal special report requests such as spatial reports, market activity, sales, and year-end statistics as required.
 - (ii) Ratepayer requests for assessment explanations as required.
 - (iii) Be available to answer questions related to assessments, best practices and relevant legislation and guidelines as required.
- (g) Provide reassessments based on properties brought to the assessor's attention, Municipal sales or acquisitions, subdivisions, consolidations, development permits, road acquisitions, assessment appeals, Crown Land (LSAS) amendments, natural disasters, etc.
- (h) Evaluate Community Organizations Property Tax Exemption Regulation (COPTER) requests as required.
- (i) Provide written opinions of value for tax recovery properties as required.
- (j) In-person presentation to Council annual update of the assessment and significant changes.

- (k) Provide a preliminary report to facilitate and assist the Municipality in the annual budgeting process.

B. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

2. Pricing (Appendix C)

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C).

3. Other Mandatory Submission Requirements

Please provide detailed information and examples to the following statements outlined below.

- The successful proponent must be a member in good standing of the Alberta Assessors Association (AAA). Please indicate how long your firm has been a member and provide a reference letter from AAA, stating membership and good standing
- Describe in detail a profile of your firm, including the breadth of other tax assessor assignments, resources, philosophy, and support services available.
- Please provide the names and qualifications of all owners, staff, and location of the firm who will be engaged in the tax assessments for the Municipality. Please include the rationale behind the Proponent's proposed team structure, composition, and methodology for providing the services and deliverables
- Provide details regarding your Code of Ethics, confidentiality, and how this guides your practice.
- Please provide a narrative of the proposed approach in meeting and exceeding the outlined expectations in Section A, Deliverables of APPENDIX D – RFP PARTICULARS. Please be inclusive of the subsections. This information must reflect the Proponent's understanding of the scope, objectives, priorities, and requirements presented in this RFP.
- Please describe your communication plan and how it supports the tax assessment process.
- Please describe your proposed schedule for tax assessments and how it supports the process and identified timelines above.
- Please provide a thorough description of your understanding of the Municipality, including, but not limited to the geographical location, hamlets, communities, residents, industry, and any other relevant information. Please provide context on how your firm will be able to successfully manage all the tax assessment expectations and demands for the Municipality.
- Please describe your customer service philosophy and what the Municipality can expect. As well,

please describe what you expect of the Municipality.

- Please describe your communication plan, and how it supports the taxation process.
- Identify and describe any potential risks applicable to the Project, and your firms proposed strategies to mitigate such risks.
- Please describe any assumptions as to the scope or nature of the work, which the Proponent has made in completing the Proposal, or any other significant factors upon which changes in resource effort may result.
- Describe any service offerings, strengths, and capabilities that you feel would differentiate you from other proponents.
- Describe your transition plan, and strategy, of how you would work with the Municipality, and the current tax assessors to transition services.
- Please feel free to address any other potential services not specifically mentioned in this RFP that may be of benefit to Athabasca County.
- Proponents must include two (2) reference letters from other municipalities for which they have provided similar external auditor services. With each reference, proponents shall include the Municipality's or Corporations name, address, phone number, and the name and position of a person Athabasca County may contact. Athabasca County reserves the right to contact references without prior notification to the proponent.

In addition to the references, proponents must also provide a complete list of Municipalities they have provided similar taxation services, including the years they have provided the services.

C. MANDATORY TECHNICAL REQUIREMENTS

Not applicable.

D. PRE-CONDITIONS OF AWARD

The proponent shall maintain the following insurance policies and provisions at their own expense during the contract term. Such policy shall include the Municipality as an additional insured (except in relation to the professional liability insurance below) and a cross-liability clause or provision to give the Municipality thirty (30) days of written notice before cancellation and notice of any material change. A Certificate of Insurance must be provided by the successful proponent to the Municipality before the execution of the contract and at each renewal date thereafter or when requested by the Municipality.

- 1) standard automobile, bodily injury and property damage insurance providing coverage of at least TWO MILLION (\$2,000,000.00) DOLLARS inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property.
- 2) a comprehensive general liability insurance policy providing coverage of at least FIVE MILLION (\$5,000,000.00) DOLLARS inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property.

Coverage to include:

- 1) non-owned automobiles.
 - 2) sudden and accidental
 - 3) independent subcontractors.
 - 4) contractual liability including the ensuing Agreement.
 - 5) broad form property damage endorsement; and
 - 6) products and completed operations coverage.
- 3) Errors and omissions coverage for professional services liability with limits of not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence or as such higher limit as the County may determine to be appropriate for future operations. (When applicable to the engagement.)
 - 4) Cyber liability insurance for information or data security standards breaches, with limits of not less than TWO MILLION (\$2,000,000.00) DOLLARS per claim.
 - 5) In addition, a clearance letter from the Workers' Compensation Board – Alberta.

E. RATED CRITERIA

The Municipality will evaluate all written proposals that meet the mandatory requirements to determine the proponents' strength and ability to provide Taxation services using the following criteria:

Rated Criteria Category	Objective	Weighting (Percentage)	Category Score
Meeting the RFP requirement	Receiving a complete, reliable, and accurate information and meeting RFP requirements	10%	(Likert Score/6) X 10
Qualifications and experience	Provides detailed information regarding the firm and staff qualifications and ability to meet Athabasca County's and the Commission's External Auditor needs	25%	(Likert Score/6) X 25
Past performance & references	Provides a list of all municipalities they have provided similar services, inclusive of years of service. As well, two (2) references where similar services to a similar size municipality have been provided.	10%	(Likert Score/6) X 10
Leadership, schedule, and project Plan	Capabilities in providing expert and quality service and building strong customer relationships (advice).	25%	(Likert Score/6) X 25
Pricing (See Appendix C for details)	A detailed budget is provided. Outlining all associated costs for the contract's duration, including the potential extensions. The budget also accounts for the cost associated with additional support as requested.	30%	(Likert Score/6) X 30
Total Points		100	

IMPORTANT: Proposals will be evaluated against the criteria identified above to arrive at a total point score. A Proposal must achieve a minimum overall score of 70 points to be considered for contract awarding.

Evaluation Likert Scale

A Likert Scale has an inherently positive and negative dimension. A 6-Point Likert Scale will enable the Evaluation Team to measure not only the direction (positive and negative) but also the strength of that direction (i.e., 'fair' versus 'very good').

Likert Scale		
Score	Descriptor	Additional Guidance
1	Very Poor	Does not meet basic requirements, significant gaps in content, details, and quality. Demonstrates little understanding of the requirements.
2	Poor/Marginal	Content areas may be addressed; however, significant gaps in content, details, understanding, and quality.
3	Fair	Basic understanding of requirements, moderate challenges in content, and the content meet basic expectations.
4	Good	All content areas were addressed. Includes strengths and some minor challenges in content, quality, and details.
5	Very Good	Strong Content, essentially no challenges. Identifies field current and upcoming best practices.
6	Exceptional	Exceptionally strong content. Content exceeds expectations and requirements and demonstrates an understanding of requirements. Incorporates best practices along with innovative and new ideas.

ATTACHMENT 1 – ASSESSMENT SUMMARY



Assessment Summary

Assessment Year: 2022

Municipal Assessment

<u>Code</u>	<u>Description</u>	<u>Records</u>	<u>Status</u>	<u>Land</u>	<u>Impr.</u>	<u>Other</u>	<u>Total</u>
300	Vacant Residential	831	T	50,584,050	0	0	50,584,050
301	Vacant Farmland	3,814	T	45,256,470	0	0	45,256,470
302	Improved Farmland	1,911	T	18,718,910	0	0	18,718,910
310	Single Family	2,937	T	238,730,330	425,575,490	0	664,305,820
322	Municipal Tax Recovery residential	1	T	5,690	0	0	5,690
350	Farm Residence Primary	1,739	T	57,551,560	257,045,610	0	314,597,170
360	Farm Residence Additional	386	T	5,480,240	32,811,210	0	38,291,450
500	Vacant Commercial	34	T	1,064,290	0	0	1,064,290
510	Improved Commercial	263	T	10,061,820	31,729,500	0	41,791,320
600	Vacant Industrial	67	T	4,686,440	0	0	4,686,440
610	Improved Industrial	25	T	1,818,940	6,162,420	0	7,981,360
651	M & E	1	T	0	79,650	0	79,650
719	Provincial - Res - Taxable Tenant	3	T	89,970	33,460	0	123,430
754	Provincial Non Res Taxable Tennant	116	T	4,945,770	337,920	0	5,283,690
755	Provincial - Ag Land - Taxable Tenant	776	T	2,484,430	0	0	2,484,430
800	Municipal Revenue Producing - RES	2	T	31,240	102,620	0	133,860
805	Municipal Revenue Producing Farmland	2	T	5,770	0	0	5,770
810	Municipal Revenue Producing - COM	6	T	40,110	270,690	0	310,800

Taxable Total: 12,914 441,556,030 754,148,570 0 1,195,704,600

<u>Code</u>	<u>Description</u>	<u>Records</u>	<u>Status</u>	<u>Land</u>	<u>Impr.</u>	<u>Other</u>	<u>Total</u>
750	Provincial - Agricultural Land	3	G	17,570	0	0	17,570
770	Federal GIL - Non Residential	1	G	50,000	95,430	0	145,430

Grant-In-Lieu Total: 4 67,570 95,430 0 163,000

<u>Code</u>	<u>Description</u>	<u>Records</u>	<u>Status</u>	<u>Land</u>	<u>Impr.</u>	<u>Other</u>	<u>Total</u>
700	Residential GIL	4	X	255,140	451,480	0	706,620
720	Provincial - Non Res	3	X	117,380	460,820	0	578,200

Mun. Only Total: 7 372,520 912,300 0 1,284,820

Sub Total: 12,925 441,996,120 755,156,300 0 1,197,152,420

<u>Code</u>	<u>Description</u>	<u>Records</u>	<u>Status</u>	<u>Land</u>	<u>Impr.</u>	<u>Other</u>	<u>Total</u>
900	Municipal Owned - Res Zoned	72	E	1,459,450	448,190	0	1,907,640
901	Municipal Owned - Com Zoned	9	E	279,490	557,940	0	837,430
902	Municipal Owned - Ind Zoned	13	E	423,780	0	0	423,780
903	Municipal Owned - Public Use	294	E	21,578,550	3,047,610	0	24,626,160
907	Municipal Owned - Public Use Vacant	25	E	2,841,230	0	0	2,841,230
908	Municipal Owned - Res Vacant	3	E	89,790	0	0	89,790
909	Municipal Owned Farmland	18	E	77,760	0	0	77,760
910	Provincial Owned	2,029	E	10,306,890	872,130	0	11,179,020
911	Provincial Owned - Comm use	13	E	532,700	1,784,560	0	2,317,260
912	Provincial Owned - Public Use	1	E	54,930	0	0	54,930
913	Provincial Owned - Res Vacant	8	E	686,530	0	0	686,530
914	Provincial Owned - Leased Exempt	34	E	1,453,870	424,420	0	1,878,290
915	Provincial Owned - Leased Public Service Exempt	24	E	3,046,490	837,280	0	3,883,770
920	Federally Owned	7	E	517,800	361,360	0	879,160
934	Exempt Seed Cleaning Plant	1	E	46,630	706,350	0	752,980
935	Exempt - M & E - Seed Cleaning Plant	1	E	0	161,720	0	161,720
955	Schools	11	E	573,450	15,798,470	0	16,371,920
956	Institutional	40	E	1,736,660	3,546,190	0	5,282,850
960	Church	36	E	1,122,920	2,471,900	0	3,594,820
965	Cemetery	16	E	631,730	0	0	631,730
980	Non-Profit Organization	25	E	1,566,670	1,673,810	0	3,240,480
995	Exempt Tax Forfeiture	2	E	61,150	0	0	61,150
998	Exempt Farm Outbuilding	294	E	0	21,269,600	0	21,269,600
999	RAP Exempt	1,753	E	0	38,060,550	0	38,060,550

Exempt Total: 4,729 49,088,470 92,022,080 0 141,110,550

For Municipal Assessment: 17,654 491,084,590 847,178,380 0 1,338,262,970

Grand Totals



Assessment Summary

Assessment Year: 2022

Municipal Assessment

<u>Code</u>	<u>Description</u>	<u>Records</u>	<u>Status</u>	<u>Land</u>	<u>Impr.</u>	<u>Other</u>	<u>Total</u>
	Taxable Total:	12,914		441,556,030	754,148,570	0	1,195,704,600
	Grant-In-Lieu Total:	4		67,570	95,430	0	163,000
	Mun. Only Total:	7		372,520	912,300	0	1,284,820
	Taxable & Grant-in-Lieu & Mun. Only Total:	12,925		441,996,120	755,156,300	0	1,197,152,420
	Exempt Total:	4,729		49,088,470	92,022,080	0	141,110,550
	Parcels: 13,193	17,654		491,084,590	847,178,380	0	1,338,262,970