



Foothills County

Request for Qualifications

APPRAISAL SERVICES

RFQ 2023MLN001

Date Issued: September 19th, 2023

Closing Date: October 19th, 2023

Submission Location:

**Foothills County
309 Macleod Trail
Box 5605
High River, Alberta
T1V 1M7**

Email: Donna.Fowler@foothillscountyab.ca

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1. INTRODUCTION

The purpose of this RFQ is to identify and retain an appraisal company that is qualified and experienced in determining fair market value on Country Residential and Commercial properties within Foothills County. The County would like to enter a 3-Year Term with the selected vendor of the RFQ to conduct all outside appraisals, as needed.

This RFQ is intended to explore options that will result in a contract between the County and an appraisal company that will:

- (a) provide cost effective, accurate appraisals on residential and commercial properties,
- (b) incorporate effective measures to ensure high levels of service performance,
- (c) ensure landowners are contacted within a reasonable timeline to schedule appraisals, and
- (d) ensure strict confidentiality is of the utmost importance.

2. BACKGROUND

Foothills County currently has two pending projects which may require multiple appraisals on Country Residential properties. Following these projects, the County will continue to require appraisals from time to time.

3. SCOPE OF WORK

3.1 Communication

The selected vendor will be responsible for contacting landowners and/or tenants to arrange a mutually suitable time to conduct an appraisal, they will be responsible for explaining the process, expectations, and request any relevant documentation they may require.

Additionally, they must ensure to always maintain a high level of professionalism and be responsive to both the County and the landowners' questions and/or concerns.

3.2 Appraisals

By using the information, the appraiser gathers during the onsite appointment, the appraiser must analyze how the specific property fits within the current real estate market in terms of supply and demand, location, recent sales, physical characteristics, the appraiser must use a valuation method deemed appropriate given the individual circumstance.

3.3 Delivery of Appraisal

The completed appraisal report must be e-mailed to the County within 5 business days of viewing the property.

3.4 Qualifications

The selected vendor must be a member of the Appraisal Institute of Canada or hold either the Accredited Appraiser Canadian Institute or Canadian Residential Appraiser designation.

3.5 Contractor Status:

- (a) The Independent Contractor agrees to be personally responsible for Income Tax and other statutory deduction and payment, Employers' Health Tax payment (if applicable) and self-- coverage under the Worker's Compensation Act (if applicable) and to indemnify and save harmless the Municipality from any claims made against them with respect to the foregoing. Nothing contained herein shall be interpreted as establishing an "employer/employee" relationship between the Independent Contractor and the Municipality.
- (b) The Independent Contractor hereby agrees that, in virtue of its employer status, it will undertake to pay any contribution with respect to any applicable law, regulation or dispositions, including without limitations all contributions due to the Workplace Safety and Insurance Board, Workers' Compensation Board, Workplace Health and Safety and Compensation Commission and to proceed with all income deductions of its Assigned Party in virtue of any and all applicable law, regulation of dispositions, including without limitation income tax deductions.

3.6 PRIME CONTRACTOR:

The County does not require the contractor to possess a valid Certificate of Recognition to be accepted for the service contract. However, the Contractor shall be recognized as the Prime Contractor and assume all responsibilities of the Prime Contractor as defined in the Occupational Health and Safety Act. **The Contractor acknowledges that he/she is and assumes all of the responsibilities and duties of the Prime Contractor as defined by the Occupational Health and Safety Act and as a condition of the contract, comply with the Occupational Safety Act and regulations.**

3.7 INSURANCE:

- (a) The Contractor shall, at his/her own expense and without limiting his/her liabilities herein, insure his/her operations under a contract of General Liabilities Insurance, in accordance with the Alberta Insurance Act, in an amount not less than \$5,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability.
- (b) The Contractor shall provide and maintain automobile insurance on all vehicles owned, operated, leased or licensed in the name of the Contractor (or Sub-Contractor in his hire) in an amount not less than \$5,000,000.00.
- (c) The County shall not be liable nor responsible for any bodily or personal injury or property damage of a nature whatsoever may that be suffered or sustained by the Contractor, his employees or agents in the performance of this agreement.
- (d) The Contractor shall provide a copy of the Company's Certificate of Insurance upon each yearly insurance renewal. The Policy's Additional Insured must include the Foothills County.

3.8 SUBCONTRACTING:

The Contractor assumes all responsibility and liability for any subcontracted services.

It is the responsibility of the Contractor as the Prime Contractor to supervise and ensure the workmanship of all sub-contractors hired by the Contractor.

4. INSTRUCTIONS TO PROPONENTS

Submission Requirements

4.1 Contractor Description

Provide a Statement of Qualifications detailing their background, experience and qualifications providing Country Residential and Commercial assessments in and around Foothills County and surrounding area.

Provide a comprehensive fee schedule.

4.2 Timeline

By responding to this RFQ, the vendor acknowledges and agrees to the following timeline.

| | |
|--------------------------------------|-----------------------------------|
| RFQ Issued | September 19 th , 2023 |
| Closing date for proposal submission | October 19 th , 2023 |
| Award of contract | November 8 th , 2023 |

4.3 Closing Date and Time for Proposal Delivery

Proposals must be received on or before the **Closing Date and Time (below)**:

Time: 3:00 pm
Date: October 19th, 2023

4.4 Instructions for RFQ Submission

1. In the "Recipient Email" field enter: Donna.Fowler@foothillscountyab.ca
2. In the "Subject" field enter: APPRAISAL SERVICES RFQ 2023MLN001
3. Attach file in .pdf format and "Send"
4. Request a "Read Receipt" to ensure your submission (via email) has been received
5. In addition to the above instructions, two (2) hard copies should be sealed and delivered to:

Foothills County
Attn: Donna Fowler, Municipal Lands Administrator
309 Macleod Trail
Box 5605
High River, AB
V3H 5G9

Statement of Qualifications submissions shall be deemed to be successfully received when displayed as a new email at the in-box of the above email address. The County will not be responsible for any delay or for any Statement of Qualifications not received for any reason,

including technological delays or issues by either party's network or email program and the County will not be liable for any damages associated with Statement of Qualifications not received. Late receipt will be cause for rejection.

Please allow ample time to complete the Statement of Qualifications submission process. If assistance is required phone (403) 603-6209.

Statement of Qualifications will not be opened in public.

4.5 Late Submissions

Statement of Qualifications received after the Closing Date and Time will not be accepted.

4.6 Amendments to Submissions

Statement of Qualifications may be withdrawn or revised by written amendment sent to email: Donna.Fowler@foothillscountyab.ca at any time before the closing date and time but not after.

4.7 Information on County and APC Websites

The County will post information relating to this RFQ on its Website <http://www.foothillscountyab.ca> and Alberta Purchasing Connection APC, www.purchasingconnection.ca

Vendors will be responsible to monitor these websites for such information, including addenda to this RFQ, if any.

4.8 Addenda

If the County determines that an amendment is required to this RFQ, the County will issue a written addendum that will be posted on the websites identified in section 4.7 and incorporated into and become part of the RFQ. No other communication, whether written or oral, from any person will affect or modify the terms of this RFQ or may be relied upon by any proponent. Vendors are required to check www.foothillscountyab.ca and www.purchasingconnection.ca for updated information and Addenda issued before the closing date.

Upon submitting a Statement of Qualifications, vendors are deemed to have received all addenda and deemed to have considered the information for inclusion in the Statement of Qualifications submitted.

Should there be any discrepancy in the documentation provided; the County's original file copy shall prevail.

4.9 Examination of Contract Documents and Site

Vendors will be deemed to have carefully examined the RFQ, including all appendices and the site (as applicable) prior to preparing and submitting a Statement of Qualifications with respect to any and all facts which may influence a proposal.

The vendor may not claim, after the submission of a Statement of Qualifications, that there was any misunderstanding with respect to the scope or conditions relating to the appraisal services or any expectations by the County.

While the County has used considerable efforts to ensure an accurate representation of information in this RFQ, the information contained is supplied solely as a guideline for vendors. The information is not guaranteed or warranted to be accurate by the County, nor is it necessarily comprehensive or exhaustive. Nothing in this RFQ is intended to relieve vendors from forming their own opinions and conclusions with respect to this RFQ.

4.10 Opening of Submissions

Statement of Qualifications will not be opened in public.

4.11 Freedom of Information and Protection of Privacy Act

Vendors are advised that submissions are subject to the Freedom of Information and Protection of Privacy Act and contents may be disclosed if required to do so pursuant to the Act.

4.12 No Obligation

This RFQ is not a tender and does not commit the County in any way to select a preferred vendor, or to proceed to negotiations for a contract, or to award any contract and the County reserves the right to, at any time, reject all Statement of Qualifications, and to terminate this RFQ process.

4.13 Vendors Expenses

Vendors are solely responsible for their own expenses in preparing, and submitting Statements of Qualification, and for any meetings, negotiations or discussions with the County, or its representatives and consultants, relating to, or arising from this RFQ.

4.14 No Claim

The County and its representatives, agents, consultants and advisors will not be liable to any proponent for any claims or compensation, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the proponent

in preparing and submitting a Statement of Qualification, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ, including in the event the County accepts a non-compliant proposal or otherwise breaches the terms of this RFQ.

By submitting a Statement of Qualification, each vendor shall be deemed to have agreed that it has no claim.

4.15 Conflict of Interest

Vendors should disclose any potential conflicts of interest and existing business relationships they may have with the County. The County reserves the right to reject a Statement of Qualification from any vendor that would be in a conflict of interest if the vendor is awarded a contract.

4.16 Solicitation of Council Members

Vendors and their agents will not contact any member of County Council with respect to this RFQ at any time prior to the award of a contract or the termination of this RFQ, and the County may, at its discretion, reject the proposal of any vendor that makes any such contact.

4.17 Confidentiality

All submissions become the property of the County and will not be returned to the vendor. All submissions will be held in confidence by the County unless otherwise required by law.

4.18 Advertising

The successful Vendor shall not advertise its relationship with the County unless provided with written authorization.

4.19 No Assignment

No Vendor may assign its proposal or any rights in respect of the same to any other party. Such an assignment or purported assignment may invalidate the Statement of Qualifications.

5. EVALUATION PROCESS

The County will compare and evaluate all proposals to determine each proponent's strength and ability to provide the services in order to determine the proposal or proposals which provides best overall value to the County, using the following criteria:

- (a) Experience, Reputation and Resources - The proponent's experience, reputation, and resources as applicable to the performance of the scope of work.
- (b) Customer Service - The proponents' customer service philosophy, sustainability initiatives and value-added offers for the performance of the scope of work.
- (c) Technical - The proponent's technical proposal for the performance of the scope of work.
- (d) Financial - The proponent's financial proposal for the performance of the scope of work.

The County may, at its discretion, request clarifications or additional information from a proponent with respect to any proposal, and the County may make such requests to only selected proponents. The County may consider such clarifications or additional information in evaluating a proposal.

The County will apply the evaluation criteria on a comparative basis, evaluating the proposals by comparing one proponent's proposal to another proponent's proposal.

During the evaluation process, any or all the proponents may be invited to provide oral or written presentations, and/or participate in interviews with the County's evaluation team. The County may negotiate with one or more proponents concurrently.

6. PROPOSAL ENQUIRIES

Questions are to be submitted in writing no later than 5 business days prior to the RFQ closing date in writing by email with Subject Line: RFQ 2023MLN001 to Donna.Fowler@foothillscountyab.ca

If a change or additional information is warranted, the County's response will be communicated to all proponents by means of written addenda that will be posted on the County's and APC websites prior to the closing date.

The County shall determine, at its sole discretion, whether the query requires response, and such responses will be made available to all proponents by issue of addenda that will be posted on County's and APC websites and will be incorporated into and become part of the RFQ.

No oral conversation will affect or modify the terms of this RFQ or may be relied upon by the proponent.

Proponents finding discrepancies or omissions in the RFQ, or having doubts as to the meaning or intent of any provision, should immediately notify the County in writing by email with Subject Line: RFQ 2023MLN001 to Donna.Fowler@foothillscountyab.ca

7. AWARD OF CONTRACT

The County may, at its discretion, select a preferred proponent and enter into a contract. If the County selects a preferred proponent, then the County may:

- (a) Enter into discussions with the preferred proponent to clarify any outstanding issues and attempt to finalize the terms of a contract, including financial terms. If discussions are successful, the County and the preferred proponent will finalize a contract; or
- (b) If at any time the County reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the preferred proponent(s) written notice to terminate discussions, in which event the County may then either open discussions with another proponent or terminate this RFQ in whole or in part and retain or obtain the services in some other manner.
- (c) The County reserves the right, prior to contract award, to negotiate changes to the scope of services or to the contract documents (including pricing) with the proponent or any one or more proponents, proposing the “best value” without having any duty to advise any other proponent or to allow them to vary their proposal as a result of changes to the scope of the services or to the contract documents; and the County may enter into a changed or different contract with the proponent proposing the “best value”, without liability to proponents who are not awarded the contract.

The County reserves the right to award all, or part of the services described in this RFQ.

The County of Foothills anticipates awarding a three-year contract by November 8th, 2023, with service to commence the second week of November 2023 with an allowable two-year extension as mutually agreed upon by the County and the Contractor.

8. PROPONENT ACCEPTANCE

Proponent Acceptance Form

I/we certify that we have read and understand the information provided in the RFQ and all subsequent documentation, including any addenda issued. The information provided in our submission is accurate and I/we agree to the conditions, statements and representations contained herein.

Failure of the proponent to provide a signature(s) below will result in immediate rejection of their submission. The person signing this RFQ declares that they are a duly authorized signing authority with the capacity to commit to the conditions of this proposal.

Executed this ___ day of _____, 2023

Authorized Signature _____

Printed Name _____

Title/Position _____

Company Name _____

Address _____

Phone _____

Fax _____

Email _____