

INSTRUCTIONS TO CONSULTANTS

Centre of Excellence for Field Studies Implementation Plan

1. GENERAL

- 1.1 The intent of this Request for Proposal is to receive proposals from Consultants for the performance of Consultant Services (the Work) as detailed in the Request for Proposal document.
- 1.2 Community Futures Crowsnest Pass (CFCNP) and Crowsnest Pass Economic Development Board(EDB) shall not be liable for any cost of preparation and/or presentation of any or part of the Proposal submission.

2. DEFINITIONS

- 2.1 **Acceptance Period** means that period starting at date of Close of Proposals and ending in 14 consecutive days.
- 2.2 **Additional work** means services requested by CFCNP not listed in this agreement.
- 2.3 **Close of proposals** means Monday May 17, 2010 at 3:00 p.m. local time.
- 2.4 **Consultant** means a party signing and delivering the Proposal Documents to CFCNP
- 2.5 **Contract Completion Date** means the date of submission of the final report to CFCNP, that is, September 10, 2010; but consultants are open to propose a suitable timeline and/or schedule
- 2.6 **Contract Documents** means the attached Agreement and any and all Schedules hereto;
- 2.7 **CFCNP** means Community Futures Crowsnest Pass
- 2.8 **EDB** means Crowsnest Pass Economic Development Board
- 2.9 **GST** means Federal Goods and Services Tax
- 2.10 **Proposal** means an offer by the Consultant to perform the Work in accordance with the Contract Documents and for the Proposal Price
- 2.11 **Proposal Documents** means the Request for Proposal, Instructions to Consultants, Contract Documents, and any other Schedules provided by CFCNP/EDB during the proposal process
- 2.12 **Proposal Period** means the period of time ending at the Close of Proposals
- 2.13 **Proposal Price** means the total price for which the Consultant is prepared to perform the Work, excluding applicable GST
- 2.14 **Proposal Security** is not required for this Request for Proposals
- 2.15 **Successful Consultant** means the Consultant that submitted the Proposal that has been accepted by CFCNP/EDB;
- 2.16 **CFCNP/EDB Notice Address** means Box 594, Blairmore, AB, T0K 0E0
- 2.17 **Work** means Services as defined in the Contract Documents and includes all labour and materials required to be supplied or provided to CFCNP/EDB.

3. PROPOSAL CALL

- 3.1 Proposal will be received up to the Close of Proposals by CFCNP/EDB.
- 3.2 Proposals received after the Close of Proposals will not be considered
- 3.3 Proposals will only be accepted by mail or by electronic submission.
- 3.4 All Proposals submitted to CFCNP/EDB shall be irrevocable during the Acceptance Period except as otherwise provided herein.

4. OMISSIONS AND DISCREPANCIES

- 4.1 The Consultant, upon receipt of the Proposal Documents must verify that the documents are complete.
- 4.2 If the Consultant finds discrepancies in or omissions from the Proposal Documents, or the Consultant is in doubt as to the meaning thereof, the Consultant must notify CFCNP/EDB immediately. CFCNP/EDB may, at its discretion, send written instructions to all Consultants.
- 4.3 Questions arising during the Proposal Period shall be directed to the CFCNP/EDB representative as identified in Paragraph 12.
- 4.4 While CFCNP/EDB has used considerable efforts to ensure an accurate representation of information for this RFP, the information contained in the RFP is supplied solely as a guideline for proponents. The information is not guaranteed to be accurate by CFCNP/EDB, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve proponents from forming their own opinions and conclusions in respect of the matters addressed in this RFP.

5. MODIFICATION OF PROPOSAL

- 5.1 Modifications to Proposals may be made at any time prior to the Close of Proposals by mail or electronically.

6. PROPOSALS IRREVOCABLE

- 6.1 Proposals delivered to CFCNP/EDB and not withdrawn before the Close of Proposals shall be irrevocable and open for acceptance during the Acceptance Period.
- 6.2 Until the Close of Proposals, the Consultant may withdraw its Proposal without penalty or forfeiture.

7. TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE

- 7.1 After it has received notice from CFCNP/EDB that it is the Successful Consultant, the Successful Consultant shall execute and deliver the Contract Documents to CFCNP/EDB within seven (7) consecutive days of the date of the award. Failure to execute and deliver the Contract Documents shall constitute a breach of the agreement effected between the parties by the submission and acceptance of the Proposal and CFCNP/EDB, at its option, may rely upon the failure of the Successful Consultant to execute and deliver the Contract Documents to CFCNP/EDB and CFCNP/EDB may:
 - (a) accept any other Proposal; or
 - (b) reject all other Proposals.

8. IRREGULARITIES

- 8.1 Discrepancies between words and figures will be resolved in favour of words. Discrepancies between the indicated sum of any set of figures and the correct sum thereof will be resolved in favour of the correct sum.

9. PROPOSAL EVALUATION CRITERIA

- 9.1 CFCNP/EDB reserves the right to accept or reject any and all Proposals and to waive irregularities and informalities at its discretion. CFCNP/EDB reserves the right to accept a Proposal other than the lowest proposal without stating reasons. By the act of submitting its Proposal, the Consultant waives any right to contest in any proceedings or action the right of CFCNP/EDB to

award the Work to any party in its sole and unfettered discretion. Without limiting the generality of the foregoing, CFCNP/EDB may consider any other factor besides price and capability to perform the Work that it deems in its sole discretion to be relevant to its decision including, but not limited to , the following:

- apparent understanding of the overall project requirements
- capability of the suggested personnel in terms of knowledge and experience
- previous related experience
- technical approach to overall project
- pricing scheme and fees
- organizational and managerial competence
- effectiveness of the work plan outlining the proposed approach and methodology
- contingency plan in the event that a designated resource becomes unavailable

This is a Request For Proposal and not an Invitation to Tender. You are therefore advised that CFCNP/EDB reserves the right to:

- accept a proposal without negotiation
- reject a proposal without negotiation
- negotiate changes in the financial or technical content of the successful proposal.
-

10. ACCEPTANCE OF PROPOSAL

10.1 Acceptance of a Proposal by CFCNP/EDB shall only be communicated from CFCNP/EDB to the Successful Consultant. Notice of acceptance shall be delivered to the Successful Consultant either by mail or in person, and such acceptance shall bind the Successful Consultant to duly execute and deliver the Contract Documents to CFCNP/EDB and to furnish all insurance and other document attachments as required to CFCNP/EDB.

11. PROPOSAL SIGNING

11.1 The Proposal shall be properly signed in full compliance with the following requirements:

- if the Proposal is made by a corporation, the Proposal shall be executed on behalf of the corporation under the seal of the corporation; or
- if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of one of the partners, and the name of the partner shall be printed immediately below the signature of the partner; or
- if the Proposal is made by an individual carrying on business under a name other than his or her own name, the business name together with his or her name shall be printed immediately above the individual's signature; or
- if the proposal is made by an individual carrying on business in his or her own name, he or she shall print his or her name immediately below his or her signature; or
- if the Proposal is made by a joint venture, each party to the joint venture shall execute the Proposal in the manner appropriate to such party as set forth in this Section.

11.2 Proposals received from agents representing principals must be accompanied by a Power of Attorney signed by each principal showing that the agents are duly authorized to sign and submit the Proposal and have full power to execute the Contract Documents

on behalf of each respective principal, which, if so executed, will bind each principal and have the same effect as if it were duly signed by each principal.

12. COMMUNITY FUTURES CROWSNEST PASS/EDB REPRESENTATIVE

- 12.1 All inquiries should be directed to Shar Lazzarotto, Manager, Community Futures Crowsnest Pass in person, or by phone (403-562-8858) or by email (shar@communityfuturescnp.ca).

13. COMMENCEMENT AND/OR COMPLETION OF WORK

- 13.1 The Consultant, in submitting the Proposal, agrees to commence the Work and/or complete the Work pursuant to the relevant time periods provided for in the Contract Documents.

14. PERMITS AND LICENSES

- 14.1 The Consultant who is awarded the contract shall obtain and pay for all permits and licenses required by the Province, Municipality or other authority to enable a Consultant to do all things necessary to perform the contract according to the provisions of the Contract Documents.