

INSTRUCTIONS TO PROPONENTS

INTRODUCTION

1. Keepers of the Athabasca in partnership with Sucker Creek First Nation (collectively, the "**Owners**") are inviting proposals from qualified contractors for the provision of a 6.5 Kw solar system to be installed on the roof of the Treaty 8 Building on the Sucker Creek First Nation ("**SCFN**").
2. The purpose of this Request for Proposals ("**RFP**") process is to select a qualified contractor to enter into a services agreement with the Owners for the design, procurement, installation and commissioning of a roof mounted photovoltaic solar system to generate electricity from sunshine, with a theoretical peak capacity of at least 6.5 kW as Phase 1, and a potential 26 kW solar installation as Phase 2 (pending approval from the Alberta Indigenous Solar Program). Further details about the services required by the Owners are set out in the Draft Services Contract enclosed herewith.
3. **This RFP is not a tender and is not subject to the law of competitive bidding.**

RFP DOCUMENTS

4. The following documents are enclosed herewith and form part of this RFP:

Draft Services Contract

Draft Cost Appendix

INQUIRIES

5. Any inquiries concerning this RFP should be directed in writing to the following individuals:

Jule Asterisk
Keepers of the Athabasca
780 805-1709 (cell)
keepers.communications@gmail.com

Johnny S. Laboucan
Sucker Creek First Nation
780 523-4426
housing.director@scfn.ca

Sandy Willier, Councillor
Sucker Creek First Nation
780 316-9777
sandy@scfn.ca

6. The Owners may circulate their response to any inquiries to all proponents, along with the original inquiry, or may choose not to reply to any inquiry.
7. Proponents should refrain from contacting other employees, agents or members of either of the Owners in respect of this RFP process, including for the purposes of lobbying or attempting to influence the outcome of this RFP process. Any such contact may result in disqualification.

SUBMISSION OF PROPOSALS

8. Proposals should be in electronic format. Proponents should submit an electronic copy via email (or on a USB memory stick – subject to file size) indicating the RFP title. Proposals should be submitted to the following addresses by March 15, 2018

Johnny S. Laboucan
Sucker Creek First Nation
780 523-4426
Email: housing.director@scfn.ca

Sandy Willier, Councillor
Sucker Creek First Nation
780 316-9777
Email: sandy@scfn.ca

Keepers of the Athabasca
c/o 1008 – 14th Ave SE, Slave Lake, AB T0G 2A3
Email: keepers.communications@gmail.com
Jule Asterisk, Executive Director

9. Proposals and accompanying documentation provided to the Owners in response to this RFP will not be returned.

CONTENT OF PROPOSALS

10. Proponents may provide additional information beyond that requested in the RFP for the Owner's consideration. Any such additional information may be considered by the Owners in their sole discretion.
11. Proponents may be asked to submit additional information pertaining to their past experience and such other information the Owners may reasonably require.

COST OF PROPOSALS

12. The Owners are not responsible for any costs incurred by proponents in preparing their proposals, attending any meetings or interviews with the Owners, or making any presentations to the Owners in connection with their proposals, or otherwise incurred in connection with this RFP process.

EVALUATION PROCESS

13. Proposals will be opened and evaluated by the Owners privately.
14. In assessing proposals, the Owners will take into consideration the following evaluation criteria:
 - a) qualifications, experience and capacity of the proponent to provide the services required by the Owners in a timely, safe and quality manner;
 - b) the proponent's fee proposal; and
 - c) such other criteria as the Owners consider relevant.

15. Proposals will be evaluated on the basis of the information provided in response to these Instructions to proponents. In addition, in assessing the proponent's qualifications, experience and capacity, the Owners may have regard to the following:
 - a) clarifications and/or additional information that may be supplied pursuant to requests from the Owners;
 - b) interviews and/or reference checks that may be conducted at the Owner's discretion;
 - c) previous experience (if any) of the Owner's in working with the proponent; and
 - d) information received from any source the Owners consider reliable.
16. The Owners may, in their sole discretion, request clarification from a proponent during the evaluation process.
17. The Owners have not predetermined the relative importance of the above evaluation criteria. The Owners expect to select the proponent that provides the most advantageous proposal, as determined by the Owners in their sole discretion, having regard to the evaluation criteria referred to in these Instructions to proponents.
18. Proponents are advised that the evaluation process is subjective in nature and the Owners' intention is to consider, in their sole discretion, each proposal on its merits, without regard to the rules or principles of competitive bidding or other legal duties, including without regard to whether a proposal is compliant with this RFP.
19. The Owners may short-list proponents and conduct interviews with short-listed proponents at their sole discretion. Furthermore, the Owners may negotiate any and all aspects of a proposal, including but not limited to the fee proposal and Draft Services Agreement.
20. An invitation to interview or to negotiate does not obligate the Owners to conclude the Draft Services Agreement with that proponent. The Owners may interview or may negotiate any aspect of any proposal with any proponent(s) at any time.
21. The Owners will notify all unsuccessful proponents after entering into a definitive agreement(s) with the successful proponent. The successful proponent may be asked to assist in a media release for the purpose of advertising this project to the general public.

FORM OF AGREEMENT

22. Any successful proponent will be expected to enter into a services agreement with SCFN, in substantially the form of the Draft Services Agreement (RFP) enclosed herewith.

EFFECT OF RFP

23. This RFP is not intended to be a tender or otherwise subject to the laws applicable to competitive bidding. The Owners do not intend to create a contractual relationship (either expressed or implied) or create any other legal duties or obligations, whether in contract, tort or other legal theory, with any proponent submitting a proposal in response to this RFP.
24. The Owners may negotiate any and all provisions of a proposal, including the form of either of the Draft Services Agreement with any proponent in their sole discretion, whether before, during or after the selection and evaluation process.

25. Submission of a proposal does not obligate the Owners to accept any proposal or to proceed further with any of the work. Consideration of any proposal shall be in the Owner's sole discretion.
26. Proposals may be withdrawn or amended by proponents at any time by written notice to the Owners prior to the Owners and a proponent signing a formal contract.
27. For greater certainty, proponents are advised that the Owners are intending to conduct a flexible procurement process, which is not subject to the law of competitive bidding or other legal duties, and that the Owners may, in their sole discretion, at any time and for any reason:
 - a) reject any and all proposals (including, for greater certainty, the lowest cost proposal);
 - b) modify, vary or cancel any aspect of this RFP at any time before or after the time for submission of proposals;
 - c) extend the deadline for submission of proposals at any time before or after the time for submission of proposals;
 - d) accept any non-compliant, conditional or irregular proposal or any alternate proposal, in whole or in part;
 - e) discuss the terms of a proposal submitted by a proponent with that proponent at any time, on a confidential basis, for the purposes of clarification and/or negotiation of that proposal;
 - f) allow any proponent submitting a proposal to modify or vary any aspect of its proposal at any time; and
 - g) negotiate any aspect of any proposal (including the fee proposal, Cost Appendix, and the Draft Services Agreement) with any one or more proponents at any time.

CONFIDENTIALITY

28. Proponents should expressly identify any information in their proposals which proponents consider to be confidential or proprietary.