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Alberta Forest Industry Innovation Fund

2nd Call for Proposals

June 1, 2010

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ALBERTA FOREST INDUSTRY INNOVATION FUND OVERVIEW

Background

The current economic situation has created an unfavourable market place for the forest industry in Alberta The rising value of the Canadian dollar, increasing input costs, competition from lower-cost offshore producers and competition for labor and materials has resulted in a reduced competitive position and reduced profitability, placing some industry sectors at risk. The uncertainty in the market place has led to mill closures and unemployment in the forest industry

Investments in Alberta's labor force are strategically important to ensure capacity continues to exist and human capital remains in the communities. The Government of Canada has established a Community Development Trust to help vulnerable communities adjust to these circumstances.

Alberta forest industry companies were interviewed in 2009 to assist in the determination of key workforce issues facing all industries. The interviews identified six priority initiatives which included the establishment of an Innovation Fund.

Purpose

The purpose of this fund is to facilitate the development of innovative projects that support the workforce transitioning to other products or services. Funds allocated for this program are intended to attract a broad range of innovative projects. These projects must be beyond normal forest industry operations and are not designed to support normal softwood/hardwood manufacturing. Funding will be made available to assist industry in assessing feasibility and building a business case plan for transitioning to new product lines that add value to the resource, broaden the range of products and services and build capacity in community based human resources.

Objectives

1. Enhance the value of Alberta's forests by developing new/innovative uses of forest resources.
2. Facilitate innovation in the non-traditional use of forest resources.
3. Enhance the capacity and resilience of forest communities.
4. Support workforce training in relation to innovative uses of forest resources.

FPInnovations

FPInnovations is a Canadian non-profit member organization that carries out scientific research and technology transfer for the Canadian forest industry, based on priorities set by the organization's members. The company's headquarters are located in Pointe-Claire Quebec, with research centers located in Vancouver, Québec City, and smaller regional offices located throughout the country.

The FPInnovations office in Edmonton has agreed to manage and provide administration for the Alberta Forest Industry Innovation Fund.

CALL FOR PROPOSALS

Reference Number: FPInnovations AFIIF-06-2010
Published date: Jun 1, 2010
Closing date: Aug 20, 2010

1 Purpose

FPInnovations is inviting the submission of proposals for innovative projects that are intended to support workforce transitioning to other products or services. Activities such as business case development, feasibility studies and the training of current employees in the processing of new products will be considered provided they meet the criteria outlined below.

The following information provides instructions to prospective applicants.

2 Objectives

The Forest Industry Innovation Fund objectives are:

- Enhance the value of Alberta's forests by developing new/innovative uses of forest resources.
- Facilitate innovation in the non-traditional use of forest resources.
- Enhance the capacity and resilience of forest communities.
- Support workforce training and retention in relation to innovative uses of forest resources.

3 Eligibility Criteria

3.1 Eligible Applicants

The Forest Industry Innovation Fund is open to any Albertan and/or business that utilizes or manufactures forest products in Alberta. This may include Alberta-based service providers to the forest sector.

3.2 Eligible activities

Eligible activities would be those related to advancing innovation in the non-traditional use of forest resources and would include:

- Conceptual design
- Pre-commercial feasibility
- Business case development
- Workforce training
- Pilot projects
- Transition planning

4 Submission Process

In order to maximize the number of innovative ideas submitted for funding consideration, a two stage application process will be utilized to select the projects for funding. However, the applicant may choose not to participate in the Stage One of the submission process (Project Idea Pre-assessment). All proposals must be well written and concisely describe the components of the proposed project.

4.1 Stage One: Project Idea Pre-assessment

Stage One of the application process will consist of completing a simple Project Idea Sheet (see Schedule A). Proponents will briefly describe the Innovative Project, its anticipated results, potential impact for the Alberta forest industry, and the expected total project cost (see Section 5 – Funding Conditions for grant limits and proponent's contribution details).

It is expected that completing the Project Idea Sheet will not require a considerable amount of time on the part of the Proponent. This will minimize the Proponent's risk of spending significant resources to prepare a detailed project proposal that may not be eligible for grant funding under the Forest Industry Innovation Fund objectives and guidelines.

Upon reaching the deadline for Project Idea Sheet submissions, the Project Review Committee will evaluate the proposed ideas based on their merit and compliance with the Forest Industry Innovation Fund objectives.

If the project idea meets the objectives of the program and is deemed to have a potential to be funded under the terms of the Forest Industry Innovation Fund, the Project Review Committee will invite the proponents whose project meets the program's objectives to develop detailed project proposal including the application form - Schedule B and following the requirements described in Schedule C of this call for proposals.

Invitation to participate in Stage Two of the application process does not guarantee that funding will be awarded to the Proponent.

Project Idea Sheets may be submitted by fax or e-mail however it is recommended that it be followed up in the mail well ahead of the deadline to ensure it is received. FPInnovations will not be responsible for any undelivered faxes, emails, or late submissions for any reason. Mail-in submissions must be submitted in quintuplicate (original and four copies), and in electronic format on **CD ROM** or **USB** drive media. Project Idea Sheets and the electronic media must be sealed and enclosed in an envelope or containers clearly marked as follows: **FPInnovations – Innovation Fund June 2010**.

Submissions must be sent to: FPInnovations
Attention: Dalibor Houdek
11810 Kingsway Avenue
Edmonton, AB
T5G 0X5
Fax 780-413-9032
E-mail Dalibor.houdek@fpinnovations.ca

Note: Proposals that are submitted by facsimile or by e-mail should be followed up in the mail to ensure delivery.

Deadline for Submissions: Only those Innovative Idea Sheets received before the close of the business day at 4:30 p.m. as observed in the city of Edmonton, Wednesday, June 30, 2010 will be accepted for pre-assessment evaluation. Idea Sheets received any time thereafter will not be considered for pre-assessment.

FPInnovations is not responsible for proposals that are received as the result of courier or postal delivery service issues including disruptions, loss of a proposal by the delivery service or an internet of fax delivery failure of any kind by any delivery service whatsoever.

The Project Review Committee will receive all Project Idea Sheets, evaluate them, and select projects that meet the program objectives. The Project Review Committee will conduct the project evaluation by no later than July 15, 2010. Proponents of selected projects will be contacted within one week following the Project Idea Sheets evaluation and will be invited to develop detailed proposal following the form and requirements of Schedule B and C.

4.2 Stage Two: Detailed Proposals

The applicant can prepare a Detailed Proposal for innovation funding regardless of whether or not they have previously submitted an idea for pre-assessment (as in 4.1 above). Detailed proposals must be submitted in quintuplicate (original and four copies), and in electronic format on **CD ROM** or **USB** drive media. Detailed proposals and the electronic media must be sealed and enclosed in an envelope or container clearly marked as follows: **FPInnovations – Innovation Fund June 2010**.

Submissions must be sent to: FPInnovations
Attention: Dalibor Houdek
11810 Kingsway Avenue
Edmonton, AB
T5G 0X5

Note: Detailed proposals that are submitted by facsimile or by e-mail will not be accepted.

Deadline for Submissions: Only those detailed proposals received before the close of the business day at 4:30, p.m. as observed in the city of Edmonton, Friday August 20, 2010 will be accepted for evaluation. Proposals received any time thereafter will not be considered for evaluation.

FPInnovations is not responsible for proposals that are received as the result of courier or postal delivery service issues including disruptions, loss of a proposal by the delivery service or a delivery failure of any kind by any delivery service whatsoever.

The Project Review Committee will receive all detailed proposals and evaluate them according to the Evaluation Criteria no later than 30 days following the submission deadline. The Project Review Committee will make recommendations to FPInnovations for final project approval. FPInnovations will determine which of the recommended projects will be approved for funding.

FPInnovations is not obligated to approve any proposals or give reasons for the selection or rejection of any proposal or to allocate funds in respect of any proposal. Any and all decisions made by FPInnovations in respect of all proposals, project selection and funding allocation are final and binding.

Please note that by submitting a detailed project proposal and signed application form (see Schedule B), the applicant accepts and agrees to be bound by all the terms and conditions set out in this Call for Proposals including Schedule D.

5 Funding Conditions

5.1 Grant limit

Applicants are eligible for a grant from the Forest Industry Innovation Fund for a project up to $100,000. Note: Purchase of capital, equipment or other assets would not be eligible.

5.2 Proponent's Contribution

The proponent is required to contribute a minimum of 25% cash (in kind contributions are not eligible).

5.3 Example Maximum Grant Allowances

Total project cost $ (as per applicants proposal)	Maximum grant allowance $	Applicants responsible for $ (min 25% cash value)
$1,000,000	$100,000	$900,000
$500,000	$100,000	$400,000
$100,000	$75,000	$25,000
$50,000	$37,500	$12,500
$20,000	$15,000	$5,000

5.4 Grant Allocations

For successful project applicants, grant funding will be provided in two instalments. Fifty percent (50%) of the grant contribution will be paid to a proponent at the project initiation. The remaining 50% of the grant payment will be released to the proponent at the sole discretion of FPInnovations upon satisfactorily completing the project and submitting a final project report and a breakdown of the financial spending in the project.

6 Evaluation Criteria

A Project Review Committee established by FPInnovations will evaluate all submitted and eligible proposals on the basis of the requirements described in Schedule C as well as the following:

6.1 Mandatory Compliance Criteria (proposals will be rejected if any one of the following conditions are not met)

a. All projects approved under this program must comply with the Softwood Lumber Agreement (SLA). Funding will only apply to projects that are deemed to fall within the defined Anti-circumvention exceptions.

b. Projects must not relieve a firm of an obligation that it would normally incur (e.g. regulatory requirements; certification of products).

c. Project applicants must meet the eligibility requirements (as in 4.1).

d. Projects must meet the funding conditions (as in 5 above).

e. Proposals must declare all other government funds or grants that may be used to support this project.

f. Proposals must demonstrate the applicant's readiness to commence the project.

g. Projects must be completed before March 31, 2011.

6.2 Desired Project Criteria/Scoring

The review committee will ensure that the projects meet all of the mandatory criteria above (6.1) and will evaluate the projects using the following criteria:

No.	Desired Criteria	Max Score
1.	Alignment with fund objectives	20
2.	Innovation potential (i.e. strategic, life span)	20
3.	Provision of employment	20
4.	Leverage or match funding	10
5.	Potential impact to the industry	10
6.	Management (capacity of applicant to deliver)	10
7.	Multiple/ancillary benefits	10
	Total Score Max. 100	**100**

Note: The review committee reserves the right to consider additional criteria in their evaluation of proposals and may approve the project in its entirety and for the full amount of funding requested or a specific element or approve specific element(s) of a proposal with partial funding.

7 Contact Information

FPInnovations Attention: Dalibor Houdek
11810 Kingsway Avenue
Edmonton, AB
T5K 0X5
Tel: 780-413-9031
Cell : 780-446-1020
dalibor.houdek@fpinnovations.ca

SCHEDULE "A"

Alberta Forest Industry Innovation Fund Project Idea Sheet			
Mail to: FPInnovations, 11810-Kingsway Ave., Edmonton, AB, T5G 0X5, Attn: Dalibor Houdek: Fax 780-413-9032 or e-mail: dalibor.houdek@fpinnovations.ca			
Proponent:		**Ph:**	
Address:		**Fax:**	
Contact Person:		**E-mail:**	
Project Title:			
Project Description:			
Expected Results:			
Benefit to Proponent/Forest Industry:			
Total Project Cost (excluding in-kind)	**$**	**Time Needed to Complete the Project**	
Signature:		**Date:**	
Deadline for Submission is June 30, 2010.			

SCHEDULE "B"

Proposal Summary – Application Form
Alberta Forest Industry Innovation Fund June 2010

FPInnovations
1180 Kingsway Avenue, Edmonton, AB T5G 0X5

Applicant Information: The organization, company or individual that will be responsible for all aspects of the project agrees to the attached terms and conditions and will enter into an agreement with FPInnovations for this project.

Applicant:		Phone:	
Address:		Fax:	
Contact Person:		E-mail:	
Delivery Address.:			

Project Information

Type of Project	Term of Project	Amount of Funds Applied For	Applicants planned contribution
		$	$

Project Description: Project Applicant to provide an executive summary of the project:

Acknowledged by Applicant and/or Sponsor

The Applicant (the "Signatory") acknowledge having read and agreed to the terms and conditions described on the attached schedule to which the Application under the Program is made subject. The Signatory acknowledges and agrees that by its submission of this application it shall be bound by the terms of the Program, FPInnovations policies, procedures, protocols and guidelines. It is also acknowledged and agreed that this application may be accepted by FPInnovations on further terms or conditions, which shall be binding on the Signatory once the proposed project is undertaken by the Signatory.

Applicant Signature **Date**

SCHEDULE "C"

Detailed Proposal Requirements

1 Proposal Overview

- Indicate "FPInnovations – Innovation Fund June 2010"
- Indicate project title
- Identify the applicant. In case of a business, identify the individual that represents the business with respect to the proposal (name, title, relevant professional credentials, contact phone number and address). Relevant background information of the applicant and any partners.
- Detailed site selection information and primary business related to the proposal.
- Complete and sign the enclosed application form.

2 Proposal Objectives

- Description of the objectives of the proposed project and how it meets the objectives of the Innovation Fund.

3 Required Information

- Proposed project objectives and a description of how it aligns with the fund objectives.
- Outline of project deliverables
- Description of methodology and project plan.
- Description of activities: Note: the project applicant must demonstrate how this project in an innovation and beyond normal activities.
- Description of the number of people employed (man months) by the project and how completing this project assist in enhancing the capability of the workforce in the future.
- Description of the funding requested and overall budget (break down contract serves, staff time, equipment rental, machinery and forest products to be used, etc)
- Description of the project management, particularly descriptions of the measurements in place to ensure the proposed project is completed on time and on budget and who is responsible for project's completion.
- Description of the number and types of businesses involved and how they will benefit from this project.
- Description of what has been done by the applicant to date by way of a review to assess the soundness of the methodology and plan for the proposed project.
- Description of other funding that has been used or will be applied to the proposed project including full disclosure of other grants federal or provincial.
- Description of work to sub-contracted and estimated costs of the contracts.
- Description of the requirements for permits, licenses or other authorization to carry out the work and what will be done to obtain the authorization including work completed to date to secure required permits, licenses and authorizations.
- Description of impacts on other resources or users (if applicable) referral to impacted stakeholders.

4 Required Schedules

- Work schedule/ work plan with timelines and key milestones.
- Progress reporting schedule: The successful applicant will submit a mid-term report within 2 weeks of the end of the month stipulated in the middle of the project as shown above. A final report must be submitted to FPInnovations within one month following the completion of the project.

NOTE: Project proposals must closely follow the outline of proposal requirements set out above. If specific items or sections do not apply to the proposal, an indication of "Not applicable" is suggested within the body of the proposal under the pertinent section.

SCHEDULE "D"

Terms and Conditions for the Alberta Forest Industry Innovation Fund

The Applicant, in consideration for having the proposal accepted as an innovation project in accordance with the terms and conditions described in the RFP, hereby expressly **agrees** with FPInnovations as follows:

1. These terms and conditions expressly incorporate the Proposal, and the Proposal forms part of these terms and conditions.

2. Where there is a conflict between these terms and conditions and the Proposal, these terms and conditions shall be paramount.

3. Where a portion of the Proposal deals with work that is, in the opinion of FPInnovations, the responsibility of the Applicant under existing legislation, only that portion of the Proposal that is not the responsibility of the Applicant under existing legislation tenure or other binding agreement is eligible for funding under the Alberta Forest Industry Innovation Fund.

4. The amount paid under these terms and conditions shall be used exclusively for the Proposal and not for any other purpose. The Applicant agrees to maintain separate books of account, records and financial statements relating to the proposal and shall identify funding received from the Innovations Fund applied to the Proposal.

Independent Contractor

5. The Applicant is expressively not an agent of FPInnovations with respect to any other matter under these terms and conditions and it shall not in any manner represent itself as an agent of FPInnovations.

Indemnities

6. The Applicant shall indemnify and hold harmless FPInnovations, FPInnovations' employees and agents, from any and all claims, demands, actions, and costs whatsoever may arise, directly or indirectly, out of any act or omission of the applicant its employees or agents contractors or sub contractors, in the performance by the applicant of the Proposal or these terms and conditions. Such indemnification shall survive termination of these terms and conditions and completion of the proposal as an innovations project ("the Project").

7. FPInnovations shall not be liable or responsible for any bodily injury or property damage of any nature whatsoever that may be suffered or sustained by the Applicant, its employees, agents, contractors or subcontractors in the performance of the Project or these terms and conditions.

Permits and Licenses

8. Approval of the Proposal is subject to the Applicant receiving all required approvals, licenses, certificates and permits required to carry out the Proposal and the Applicant must satisfy FPInnovations that all required approvals, licenses, certificates and permits are received or are forthcoming prior to commencement of the Project.

9. The Applicant shall be responsible for identifying and obtaining necessary approvals, licenses, certificates and permits.

Report Requirements and Access to Records

10. The Applicant shall maintain separate records and books of accounts relating to the Project.

11. The Applicant shall, as soon as reasonably possible, provide any information whatsoever FPInnovations requests respecting any matter under these terms and conditions or the terms of the proposal.

12. Without limiting Paragraph 11 above, the Applicant shall make available to FPInnovations, including but not limited to FPInnovations appointed auditors or any other person designated by FPInnovations, the existing records that relate to the Alberta Forest Industry Innovation Fund or the Project, in whatever form, upon request.

13. Where a financial report is required by these terms and conditions, the financial report may be audited by an independent, qualified auditor. The report shall be prepared in accordance with the Canadian Institute of Chartered Accounts handbook.

14. The Applicant shall submit a mid-term technical progress report including financial statements detailing how much of the project is complete, how much money has been spent, and how much of the project remains to be completed.

15. The Applicant shall submit an Annual Financial report as well as a technical report or as set out in the Proposal, detailing how much of the Project has been completed, how much money has been spent, and how much of the Project remains to be completed, as my be reasonably be required by FPInnovations.

16. The Applicant shall submit and end-of-project technical report, within 30 days of the Project completion summarizing the results of the Project. With the submission of the end-of-project report, a financial summary shall be included itemizing the expenditures of the project.

Monies held in Trust

17. All Innovation Funds advanced or paid prior to the completion of this Project in satisfaction of the requirements herein shall be held by the Applicant separate and apart from other assets of the Applicant, and shall be returned to FPInnovations in the event of:

    a) Termination of the project by FPInnovations, or
    b) The requirements of paragraph 15 and 16 are not satisfied, or
    c) Otherwise as may be provided by the Program of the terms of this Proposal.

18. The Applicant shall be personally liable and where there is more that one Applicant, jointly and severally liable, for ensuring all funding is supplied to the Project as required.

Payment of Innovation Funds

19. Any payment made by FPInnovations, where there is false of misleading information provided by the Applicant, shall be considered to have been paid in mistake, and such payment is held in trust by the Applicant for the sole and exclusive benefit of FPInnovations. Such payments of funds shall be returned to FPInnovations upon discovery of the error.

20. FPInnovations maintains the right, at its sole discretion, to withhold any payment until the Applicant provides sufficient verification or information in relation to any matter for which FPInnovations requests verification.

21. All payments made under this program are made at the sole discretion of FPInnovations and in accordance with the terms of the Community Development Trust Grant Agreement. FPInnovations may withhold, delay, or reduce any particular payment to the Applicant in any of the following circumstances.

    a) The Applicant has not been able to demonstrate the project meets the eligibility criteria.
    b) The Applicant's processes, premises, equipment, or procedures are unsafe or are potentially unsafe, in the reasonable discretion of FPInnovations.
    c) There is breach of any term, condition or provision of the project or any contract or agreement between the Applicant and FPInnovations.
    d) There is an unsatisfactory audit or compliance review result.

Non-compliance

22. Failure by the Applicant to carry out any of these terms and conditions or any additional terms and conditions of the Proposal shall be considered a breach of these terms and conditions and the Proposal approval may be immediately withdrawn by FPInnovations.

23. In the event of any breach of the terms of this Proposal, no further payment shall be made hereunder by FPInnovations.

24. Failure by the Applicant to provide any deliverable anticipated or required as part of the Project shall be considered a breach of these terms and conditions.

Objections

25. Any objection by the Applicant to any decision made by FPInnovations hereunder or any disagreement with the carrying out of the terms and conditions or any dispute hereunder, shall be made in writing by the Applicant and shall be submitted to FPInnovations in a timely manner.

26. All objections shall be governed by the policies, bylaws and procedures adopted by FPInnovations for this purpose.

Insurance

The Applicant shall be solely responsible to maintain all insurance related to its obligations an indemnities hereunder for reasonable limits, or limits specified by FPInnovations from time to time, and in any event, is responsible for all insurance related to its operation and the Proposal and is required to carry liability coverage in an amount not less than the industry norm, having regard to the business of the applicant, property coverage where applicable and other coverage that the Applicant may consider necessary.

27. The Applicant shall provide to FPInnovations a certificate of coverage upon the request of FPInnovations.

Assignment

28. This Proposal or Project, or any part thereof, shall not be assigned by the Applicant without first obtaining the prior written consent and approval of FPInnovations.

Workers Compensation

29. The Applicant shall comply with the Workers Compensation Act and shall, upon demand by FPInnovations, deliver to FPInnovations a certifications document from Worker's Compensation Board certifying that:
    a) the applicant is registered and is in good standing with the Board; or
    b) the applicant is not required by the Workers Compensation Act and the regulations under that Act to have coverage there under for the work; and
    c) that FPInnovations will not have current or future liability to the Workers Compensation Board as a consequence of these terms and conditions.

Occupational Health

30. The Applicant acknowledges that it is an "Employer" as defined in the Occupational Health and Safety (OH&S) Act, and that it will as condition of these terms and conditions, comply with the OH&S Act and regulation enacted thereunder.

Waiver of Terms

31. FPInnovations may, from time to time, waive the performance by the applicant of any provisions of these terms and conditions, either before or after the performance takes place, but a waiver:
    a) is not effective or binding upon FPInnovations unless it is signed and in writing by FPInnovations, and
    b) does not limit or affect FPInnovations rights with respect to any other breach or non-performance, whether previous to, subsequent, or in the future.

Termination

32. FPInnovations may terminate the Project without cause by giving 30 days notice to the Applicant, and upon termination, the Applicant is entitled to be compensated in accordance with the terms of this contract, so that any amounts due under this contract at the time of termination remain payable to the Applicant.

33. In addition, the Project may be terminated by mutual consent of the parties evidenced in writing.

34. In the event that the Applicant has no outstanding obligations under these terms and conditions, the Applicant may terminate this proposal or the Project without cause by giving notice in writing to FPInnovations.

35. Upon termination of the Project, the Applicant shall submit a detailed accounting of the project incurred up to the termination date.

36. In the event that the Applicant suffers damages of any kind whatsoever resulting from the termination of the Project, the only claim of any kind that the Applicant may make against FPInnovations is for liquidated damages in the sum of one dollar ($1.00).

37. In the event that the Project is terminated for any reason whatsoever, the unexpended funds allocated remain the exclusive property of FPInnovations and may be used by FPInnovations for other innovation projects.

Ownership of Materials or Intellectual Property

38. FPInnovations and the Government of Alberta retain unlimited rights to the project research results, that is, to the technical data, reports, analysis, and dissemination and analysis reports.

39. Project technology developed during the course of the project will normally be owned by the applicants who will have an obligation to protect this technology within a reasonable period of time (i.e. within 6 month after the completion of the project)

Miscellaneous

40. The Applicant shall comply with the provisions of:
    a) any Act of the legislature of the Province of Alberta, and the Parliament of Canada now in force enacted hereafter; and
    b) any regulation in force from time under any Act referred to in these terms and conditions; and
    c) any valid by-law, order, resolution, policy or procedure of FPInnovations that expressly or by implication applies to the Applicant in respect of these terms and conditions.

41. The Applicant shall execute whatever documents are required to implement and register these terms and conditions or the security interests granted hereunder.

42. No addition to, deletion from, or variation or amendment of, any provisions of these terms and conditions shall be binding on the parties hereto unless it is in writing signed by the parties.

43. The Applicant agrees to be bound by all by-laws, policies, procedures of FPInnovations and agrees to take whatever steps are necessary to give effect to all bylaws, policies, and procedures of FPInnovations.

44. The Applicant represents and warrants that all information provided to FPInnovations in the Proposal, and in all documents that are provided by the Applicant, are true and accurate.

45. The Applicant agrees that the Project will be carried out in an environmentally responsible manner.