

REQUEST FOR QUOTE

2020-05-22

Provision of Field Data Collection Services

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RFQ No.:	2020-05-22
Submittal Deadline:	June 2nd, 2020, 4:00 PM
Return Via Fax/email/mail to:	The Company c/o Resolute FP Canada Inc. 2001 Neebing Avenue Thunder Bay, ON P7E 6S3
Attention:	Tom Ratz Forestry Manager, Ontario
Phone:	807-475-2701
Email:	tom.ratz@resolutefp.com
Fax:	807-475-7706

THIS REQUEST FOR QUOTE ("RFQ") IS A SOLICITATION FOR QUOTATION AND IS NOT A CONTRACT OR AN OFFER TO CONTRACT.

This request is also on behalf of Algonquin Forest Authority, NEDAAK, Westwind and Resolute FP Canada Inc here after referred to as "company's" or "company".

The contract may be awarded in part or whole and may be with any of the individual Company's.

1.0 General Requirements and Bid Award

- 1.1 This RFQ form must be signed and returned with bidder's proposal for the services and products described in Schedule 1, (the "Services and Products"). Failure to sign and return this form and to comply with all requirements described herein may result in disqualification.
- 1.2 The company's reserves the right to withdraw this RFQ at any time before quotations are due; to accept or reject any or all proposals; to waive any formalities or minor technical inconsistencies or delete any items or requirements from this RFQ or resulting contract; to accept all, or any part of, a bidder's proposal at the quoted prices; and to award the contract that is the subject of this RFQ to one or more bidders.
- 1.3 Representations made within the proposal will be binding on responding bidder. The Company's will not be bound to act by any communication or proposal submitted by bidders other than in accordance with this RFQ (as amended from time to time in writing by the Company's, as applicable).
- 1.4 Bidder's questions and Company responses may, or may not be forwarded to all bidders. The Company's reserves the right to communicate all or part of the questions and responses, with all, or certain bidders.
- 1.5 The Company's may, at its discretion, request a second pass bid on all, or certain items, at any time during the proposal process. The Company's may request a second pass bid from all, or certain bidders. The Company's may, at its discretion, advise all, or certain bidders, of its decision to a second pass bid.
- 1.6 Bidder awarded a contract under this RFQ will be that bidder whose quotation, as presented in its response to this RFQ, provides best value to Company's, acting in its sole discretion, including without limitation, price, on-time delivery, warranty, quality and service, alignment with the Company's corporate values and mission, and such other factors determined from time to time by the Company.
- 1.7 A contract may be negotiated with one or more bidder(s). The Company's may, at its discretion, reject or accept any proposal or contract negotiation.

- 1.8 By submitting a proposal in response to this RFQ, bidder is deemed to accept the award selection process and criteria and the Company's discretion in connection with such process and criteria.
- 1.9 By submitting a proposal in response to this RFQ, bidder acknowledges and waives any claim for any compensation of any kind whatsoever against the company's or any of its Representatives (as defined below), as a result of its submission of a proposal, any decision made by the company's during the RFQ process, including when acting in its sole discretion, or arising in any other manner from its participation in this RFQ.

2.0 Bidder's Affirmations

By submitting its bid, bidder represents and warrants the following:

- 2.1 Bidder acknowledges and agrees that (1) this RFQ is a solicitation for a quotation and is not a contract or an offer to contract; (2) the submission of a quotation by bidder in response to this RFQ will not create a contract between the Company's and bidder; (3) the Company's makes no representation or warranty, written or oral, that one or more contracts will be awarded under this RFQ; and (4) bidder will bear, as its sole risk and responsibility, any cost arising from bidder's preparation of a response to this RFQ and, as applicable, contract negotiation.
- 2.2 Bidder is a reputable person that is lawfully and regularly engaged in providing the Products and/or performing the Services.
- 2.3 Bidder has the necessary experience, knowledge, abilities, skills, and resources to provide the Products and/or perform the Services upon the terms and conditions specified in this RFQ.
- 2.4 Bidder is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances including, without limitation, those relating to bid rigging.
- 2.5 Bidder understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth under which bidder will be required to operate.
- 2.6 If selected by the company's, bidder will not delegate any of its duties or responsibilities under this RFQ or any resulting contract to any subcontractor, except as expressly provided in the contract.
- 2.7 If selected by the company's, bidder will maintain any insurance coverage required by the contract during the term thereof.
- 2.8 If selected by the company's, bidder will comply with the company's environmental, health and safety, site and other corporate policies, requirements and procedures, as amended by the Company's from time to time.
- 2.9 All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Bidder acknowledges that the Company's will rely on such statements, information and representations in selecting the successful bidder. If selected by the Company's, bidder will notify the Company's immediately of any material change in any matters with regard to which bidder has made a statement or representation or provided information.
- 2.10 Bidder will defend, indemnify and hold harmless the company's, its affiliates, and their respective directors, officers, agents and employees ("Representatives"), from and against all claims, actions, suits, demands, costs (including, but not limited to, reasonable attorneys' fees), damages and liabilities, arising out of, connected with, or resulting from any acts or omissions or wilful misconduct of bidder or one of its agents, employees, subcontractors, suppliers or any of its affiliates, subcontractors, suppliers and agents (or any of their respective directors, officers, employees or agents) in the execution or performance of any purchase order, contract or agreement resulting from this RFQ.
- 2.11 Bidder offers and agrees to provide the Products to and/or perform the Services for the company's, and to comply with all terms, conditions, requirements and specifications set forth in this RFQ.
- 2.12 Bidder has not given or offered to give to the company's or any of its Representatives nor does it intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service in connection with its submitted quotation.
- 2.13 Bidder certifies that the individual signing this RFQ and any documents made part of this RFQ is authorized to sign all such documents on its behalf, and to bind bidder under any agreements and other contractual arrangements that may result from the submission of bidder's quotation.

- 2.14 Bidder certifies that other than the relationships which have been previously disclosed to the company's in writing (i) no relationship, whether by blood, marriage, business association, capital funding agreement or any other such kinship or connection exists between the owner of any bidder that is a sole proprietorship, the officers or directors of any bidder that is a corporation, the partners of any bidder that is a partnership, the joint venturers of any bidder that is a joint venture or the members or managers of any bidder that is a limited liability company, on one hand, and an employee of any affiliate of the company's, on the other hand, and (ii) bidder or any of its officers, directors and shareholders/partners has not been an employee of the company's within the immediate twelve (12) months prior to the submittal deadline of this RFQ. All disclosures by bidder in connection with this certification will be subject to administrative review and approval before the company's enters into a purchase order, contract or agreement with bidder.
- 2.15 Bidder represents and warrants that all Services and Products offered to the company's in response to this RFQ meet or exceed the safety standards established and promulgated under all applicable laws and regulations including, but without limitation, environmental and health and safety.
- 2.16 Bidder represents and warrants that no proceedings have been taken or authorized by it or by any other person with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of bidder nor, to the knowledge of bidder, has anyone threaten to take any such proceedings against it.
- 2.17 Bidder represents and warrants that no penal or criminal proceedings have been taken against it that could, in the opinion of The Company's, have an impact on bidder's ability to perform its obligations under this RFQ or any contract that may be granted by the company's to bidder or, directly or indirectly, on the reputation of The Company's nor, to the knowledge of bidder, have any such proceedings been threatened by any person. Bidder undertakes to sign any authorization that could be required in order for The Company's to conduct, at its discretion, any and all searches to verify if any such penal or criminal proceedings have been taken or are pending against bidder.

3.0 Submission Requirements

- 3.1 **Contact:** All completed documents constituting your proposal, as well as any questions or clarifications concerning this RFQ must be submitted electronically to The Company's representative identified on the front page of this RFQ.
- 3.2 **Timeline:** Proposals must be received on or before the submittal deadline (date and time) specified on the front page of this RFQ. The Company's reserves the right, but has no obligation, to accept a proposal submitted after the deadline and to amend the timeline. If a change to the timeline is required, The Company's will communicate the change to bidder(s). If a bidder requests an extension of a deadline, The Company's may, in its sole discretion, decide to allow the extension or not. The Company's may, in its sole discretion, decide whether or not to communicate to the other bidder(s) its granting of an extension or to offer them with the same extension.
- 3.3 **Validity:** All proposals must be firm and valid for a period of at least 90 days from the submittal deadline of this RFQ. Bidder will not be permitted to change the wording of its proposal after submission to The Company's.

4.0 Terms and Conditions

- 4.1 **Contract:** Bidders must submit their proposals based on the following terms and conditions which will apply to any contract resulting from this RFQ:

Type	RFQ Requirements
Project Scope	<ul style="list-style-type: none"> See <u>Schedule 1.</u>
Term	<ul style="list-style-type: none"> June 8, 2020 to December 31, 2020

Price	<ul style="list-style-type: none"> • Bidder must submit its prices using the template provided in <u>Schedule 2</u>. • Price quoted shall be free of any tax and duty. • Prices shall be final and not subject to revision or adjustment from the time of entering into force of the contract until the end of contractual obligations. • Bidder must specify the applicable currency. • In the event that bidder is already providing any of the Services and Products to a company, it must also indicate in its quote the existing price or specify the percentage of price increase or decrease on an itemized basis.
Payment Terms	<p>Payment under this contract will be direct to the Supplier from the Forestry Futures Trust. Invoices are to be submitted to the company for approval for payment. Following approval by the company the invoices will be submitted to the Forestry Futures Trust for payment to the Supplier.</p>
Special Provisions:	<p>CONTRACTOR QUALIFICATION</p> <ul style="list-style-type: none"> • Contractor will be required to submit the information requested in <u>Schedule 3</u>, Contractor Qualification. <p>SAFETY</p> <ul style="list-style-type: none"> • Contractors will be required to follow all regulations under the Occupational Health and Safety Act of Ontario <p>INSURANCE</p> <p>Contractor shall maintain in full force and effect, at its expense, the following insurance during the term of this Agreement:</p> <ul style="list-style-type: none"> • All Risks insurance on its own plant, equipment and materials and property of others in its care, custody and control for the full insurable value; • Commercial General Liability Insurance against claims for damages resulting from, but not limited to, bodily injury, personal injury or material damages to third parties, with a minimum limit of \$2,000,000 per occurrence, naming the company as additional insured; such insurance must be primary coverage; • Automobile Liability insurance for a minimum limit of \$2,000,000 per occurrence; • The amounts described above referred to Canadian dollars where the address of Contractor is located in Canada and to US dollars if it is located outside of Canada. Contractor waives and will cause its insurers to waive its rights of subrogation against the Company's Contractor will provide the Company's with certificates of insurance evidencing the required coverage before the commencement of this Agreement and immediately upon renewal of any required policies under this Agreement. Each certificate of insurance shall contain a provision to the effect that the insurance policies cannot be cancelled or coverage materially changed without at least thirty (30) days prior notice by registered mail to the Company's. Without limiting any of Supplier's obligations under this Agreement, including its insurance obligations, Contractor is responsible to ensure that each of its permitted subcontractors maintain insurance similar to the foregoing, as well as any insurance which: (i) is legally required; and (ii) in the opinion of the Company's is reasonable and appropriate in respect of the Security Services to be performed by such subcontractor.
Terms and Conditions	<p>This RFQ and any resulting contract will be subject to the terms and conditions found in the template agreement attached as <u>Schedule 4</u> subject to any changes, necessary or desirable, in The Company's 's sole discretion. Any proposed modifications to such terms and conditions will be subject to the Company's approval, which approval may be refused at its sole discretion. The complete scope of work to be attached to the agreement will be completed using the</p>

	Products and Services identified in <u>Schedule 1</u> and the proposal submitted by the selected bidder, as amended by the parties.
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- 4.2 This RFQ is issued subject to and in accordance with the laws of the Province of Ontario. Any contract resulting from this RFQ will be governed by and construed in accordance with the laws in effect in the Province of Ontario (without giving effect to its conflict of laws rules). The attachments and schedules listed in this RFQ, including Schedules 1 to 4, are an integral part of this RFQ.
- 4.3 The parties have expressly required that this RFQ and all contracts, documents and notices related thereto be drafted in English only. *Les parties aux présentes ont expressément exigé que le présent appel d'offres et tous les contrats, documents et avis y afférents soient rédigés en anglais seulement.*

[Signature appears on the following page]

Bidder Legal Name:

Address:

Phone:

Fax:

Authorized Signature:

Printed Name of Signatory:

Title of Signatory:

Date:

SCHEDULE 1
SCOPE OF WORK

The Deliverables consist of field data collection services, as described below, using the

1. Project Information

Project Name: Field Data collection Services

Project Start Date: June 8, 2020

Project End Date: December 15, 2020

Plots to be established:

Dog River – Matawin Forest – 225 to 250 plots

Kenogami Forest - 50 to 100

Algonquin Forest - 200 to 250

Fort Severn Forest - 200 to 250

2. Plot

One (1) digital copy of the plot layout Geodatabase detailing the locations will be provided prior to plot establishment. The Supplier shall not adjust plot location(s). The establishment of plots will be in accordance with the instructions provided in the MNRF's Vegetation Sampling Network Protocol: Version 1. - Science and Research Technical Manual TM-10

The Supplier will deliver the Plot Data Files within five (5) Business Days after the end of each month for all plots completed in accordance with the MNRF's Vegetation Sampling Network Protocol: Version 1 - Science and Research Technical Manual TM-10 Appendix III

During the five-month field season (June 8st through October 31st), monthly plot data submissions will consist of 20% of the total number of plots plus/minus 5%.

The collection of the plot data will be completed by October 31st, 2019. The Company's may extend the completion date at its sole discretion. If required, Supplier will submit to the Company's a written request for an extension no later than October 15th, 2019.

Basic criteria for the plot location:

- Forested conditions only (POLYTYPE = FOR)
 - Primary and secondary roads using the Ontario road network geospatial data
 - RD_TYPE = H, M, P, B, C AND RD_MOD= d, g, l, r, y
 - Buffered distance from a road network <500m and >30m
 - May be exceeded in certain conditions
 - May be modified for specific forest management conditions or geospatial coding
 - Minimize plots on private, parks, or conservation reserves (OWNER = 1)
 - Ministry will provide appropriate permissions if conditions cannot be avoided
- Also, aircraft or water access will be avoided (may not be avoided at all cost but will mitigate)

3. Schedule of Milestones

<i>Date</i>	<i>Supplier Actions</i>	<i>Supplier Deliverables</i>
<i>June 30, 2020</i>	Monthly submissions of 20% of the total number of calibration plots plus/minus 5% to The Company's	Outlined in section 5 below
<i>July 31, 2020</i>	Monthly submissions of 20% of the total number of calibration plots plus/minus 5% to The Company's	
<i>August 31, 2020</i>	Monthly submissions of 20% of the total number of calibration plots plus/minus 5% to The Company's	
<i>September 30, 2020</i>	Monthly submissions of 20% of the total number of calibration plots plus/minus 5% to The Company's	
<i>October 31, 2020</i>	Field work ceases and Supplier completes all calibration plot production and delivery to The Company's	
<i>December 15, 2020</i>	<i>Contract expires</i>	

4. Monthly Reporting for Plot Establishment

<u>Deliverable</u>	<u>Reporting Requirement</u>	<u>Supplier Comments</u>
<u>Module A1</u>	Total number of plots	
	Total completed	
	Percentage completed	
<u>Module A2</u>	Total number of plots	
	Total completed	
	Percentage completed	
<u>Module A3</u>	Total number of plots	
	Total completed	
	Percentage completed	

**Supplier comments should contain any information that may influence the establishment and re-measurement of field plots, including without limitation, poor weather conditions, staffing level changes, and unforeseen political issues.

**SCHEDULE 2
PRICING WORKSHEET**

The company is seeks separate pricing for the conduct of Module A1 and A2 plots in isolation and in combination with the conduct of Modules A1, A2 and A3. Module A3 may or may not be conducted in each or any of the four project areas.

Delivery type	Unit rate per plot by delivery type			
	Kenogami Forest	Dog River-Matawin Forest	Algonquin Park Forest	French-Severn Forest
Modules A1, A2	\$0.00	\$0.00	\$0.00	\$0.00
Modules A1, A2, A3	\$0.00	\$0.00	\$0.00	\$0.00
Modules A1, A2	\$0.00		\$0.00	
Modules A1, A2, A3	\$0.00		\$0.00	
Modules A1, A2	\$0.00			
Modules A1, A2, A3	\$0.00			

Bidder Legal Name:

Authorized Signature:

Printed Name of Signatory:

Title of Signatory:

Date:

Schedule 3
EVALUATION OF SUBMISSIONS

Evaluation Criteria	Weight
<u>Organization overview</u> : a brief description of the Proponent's organization	10%
<u>Expertise and related experience</u> : a description of Proponent's expertise, resources and relevant experience as they relate to the Deliverables	25%
<u>Experience with relevant stakeholders</u> : a description of Proponent's relevant experience providing deliverables similar to those outlined in <u>Schedule 1</u>	25%
<u>Cost</u> : proposed Total Cost for Plots, as set out in the Pricing Schedule	40%

SCHEDULE 4 CONTRACTOR QUALIFICATIONS

CONTRACTOR QUALIFICATION

To assist the Company with evaluating the Proponent's capabilities and experience, interested parties are required to submit the following information.

1. Management & Operating Experience

RELEVANT EXPERIENCE

- Description of recent related management and operating experience.

CONTRACTOR QUALIFICATION

- Proof of valid WSIB and Insurance coverage

SAFETY

- Description of current safety certifications

COVID-19

- COVID-19 Infection Prevention and Control Plan

2. Aboriginal Involvement

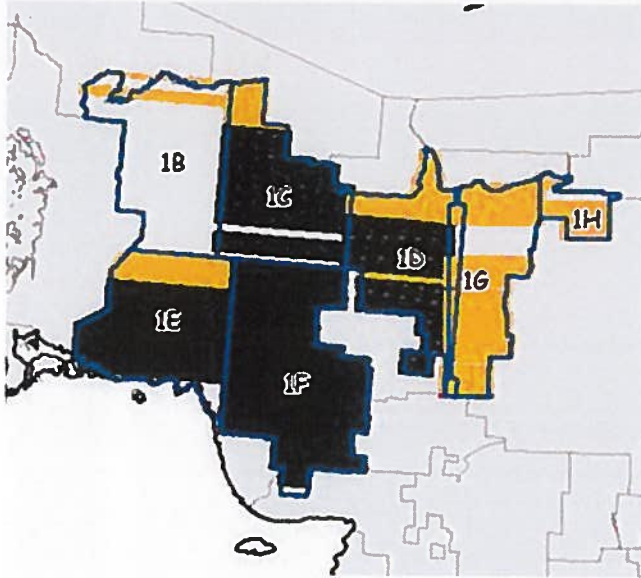
- The Company is committed to support and maintain constructive relationships with Aboriginal peoples in our operating regions in Canada and to explore employment and business development opportunities of mutual benefit.
- Please identify in your submission how you will consider Aboriginal economic and employment opportunities in the delivery of these services.

3. Local Hiring & Procurement

- The Company's supports the use of local contractors, contractors with local workers, and the procurement of local goods and services.
- Please identify in your submission how you will consider local hiring & procurement opportunities in the delivery of these services.

ADDENDUM # 1

For Kenogami, the plots will be in acquisition block 1B which will include Geraldton, Nakina, and west of Longlac



ADDENDUM # 2

For Algonquin Park:

Request approval for travel authorization through the AFA will be required for individuals and vehicles on their operation. The Contractor agrees that a working Citizen's Band (CB) radio will be installed in all vehicles that seek travel authorization approval.