



**resolute**

**Forest Products**

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**REQUEST FOR QUOTE**

**2022-07-05**

**FOREST STAND INTENSIFICATION USING BRUSHSAW**

## REQUEST FOR QUOTE Acquisition of Disturbance Imagery

RFQ No.:	2022-05-31
Submittal Deadline:	July 28, 2022, 4:00 PM
<b>Return Via Fax/email/mail to:</b>	Resolute FP Canada Inc. 2001 Neebing Avenue Thunder Bay, ON P7E 6S3
<b>Attention:</b>	Beau Johnson Forestry Superintendent, Ontario
<b>Phone:</b>	807-475-2030
<b>Email:</b>	beau.johnson@resolutefp.com

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

### 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 Resolute FP Canada Inc. (“**Resolute**”) reserves the right to withdraw this RFQ at anytime 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. Resolute 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 Resolute, as applicable).
- 1.4 Bidder’s questions and Resolute’s responses may, or may not be forwarded to all bidders. Resolute reserves the right to communicate all or part of the questions and responses, with all, or certain bidders.
- 1.5 Resolute may, at its discretion, request a second pass bid on all, or certain items, at any time during the proposal process. Resolute may request a second pass bid from all, or certain bidders. Resolute 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 Resolute, acting in its sole discretion, including without limitation, price, on-time delivery, warranty, quality and service, alignment with Resolute corporate values and mission, and such other factors determined from time to time by Resolute.
- 1.7 A contract may be negotiated with one or more bidder(s). Resolute 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 Resolute’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 Resolute or any of its Representatives (as defined below), as a result of its

submission of a proposal, any decision made by Resolute 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 Resolute and bidder; (3) Resolute 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 Resolute, 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 Resolute, bidder will maintain any insurance coverage required by the contract during the term thereof.
- 2.8 If selected by Resolute, bidder will comply with Resolute's environmental, health and safety, site and other corporate policies, requirements and procedures, as amended by Resolute 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 Resolute will rely on such statements, information and representations in selecting the successful bidder. If selected by Resolute, bidder will notify Resolute 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 Resolute, 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 willful 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 Resolute, 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 Resolute 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 Resolute 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 Resolute, on the other hand, and (ii) bidder or any of its officers, directors and shareholders/partners has not been an employee of Resolute 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 Resolute enters into a purchase order, contract or agreement with bidder.

- 2.15 Bidder represents and warrants that all Services and Products offered to Resolute 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 Resolute, have an impact on bidder's ability to perform its obligations under this RFQ or any contract that may be granted by Resolute to bidder or, directly or indirectly, on the reputation of Resolute 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 Resolute 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 Resolute'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. Resolute 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, Resolute will communicate the change to bidder(s). If a bidder requests an extension of a deadline, Resolute may, in its sole discretion, decide to allow the extension or not. Resolute 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 Resolute.

### 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"> <li>• See <u>Schedule 1</u>.</li> </ul>
Term	<ul style="list-style-type: none"> <li>• Bidder must submit the estimated length of time required to complete the project</li> </ul>
Price	<ul style="list-style-type: none"> <li>• Bidder must submit its prices using the template provided in <u>Schedule 2</u>.</li> <li>• Price quoted shall be free of any tax and duty.</li> <li>• 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.</li> <li>• Bidder must specify the applicable currency.</li> <li>• In the event that bidder is already providing any of the Services and Products to Resolute, it must also indicate in its quote the existing price or specify the percentage of price increase or decrease on an itemized basis.</li> </ul>
Payment Terms	Payment will be made via Ontario Forest Renewal Trust Accounts

Special Provisions:	<p><b>CONTRACTOR QUALIFICATION</b></p> <ul style="list-style-type: none"> <li>Contractor will be required to submit the information requested in <u>Schedule 3</u>, Contractor Qualification.</li> </ul> <p><b>SAFETY</b></p> <ul style="list-style-type: none"> <li>Contractors will be required to follow all regulations under the Occupational Health and Safety Act of Ontario, and the requirements of Resolute's safety management system.</li> </ul> <p><b>ENVIRONMENT</b></p> <ul style="list-style-type: none"> <li>Contractor will be required to follow Resolute's Environmental Management system.</li> </ul> <p><b>INSURANCE</b></p> <ul style="list-style-type: none"> <li>It is the responsibility of the successful bidder to have the insurance coverage indicated in the <i>Master Services Agreement</i>, s. 7.1, summarized below: <ul style="list-style-type: none"> <li>Commercial General Liability with a minimum limit of \$2,000,000 per occurrence,</li> <li>Automobile Insurance for all licensed vehicles with a minimum limit of \$2,000,000 per occurrence.</li> </ul> </li> <li>Resolute shall be named as an additional insured in the Commercial General Liability policy.</li> <li>Contractor waives and will cause its insurers to waive their rights of subrogation</li> </ul>
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 Resolute's sole discretion. Any proposed modifications to such terms and conditions will be subject to Resolute'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 Products and Services identified in <u>Schedule 1</u> and the proposal submitted by the selected bidder, as amended by the parties.</p>

- 4.2 This RFQ is issued subject to and in accordance with the laws of the Province of Quebec. 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:

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Phone:

Fax:

**Authorized Signature:**

Printed Name of Signatory:

Title of Signatory:

**Date:**

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## **SCHEDULE 1 SCOPE OF WORK**

Resolute FP Canada Inc. is seeking proposals to complete the 2022 Manual Stand Intensification using Brushsaws on the Dog River-Matawin, English River, Black Spruce and Caribou Forests.

Intensification of a forest stand requires the removal of competing vegetation with an emphasis on achieving appropriate spacing of preferred crop trees. Providing room for preferred species to grow, access light, soil, water and nutrients. Preferred crop trees in order of priority are (Red and White Pine, White and Black Spruce, Jack Pine, Poplar, Balsam, Birch. Ideal spacing of trees is not exceed 2,500 stems per hectare.

### **INSTRUCTIONS**

Prior to commencing operations within a block, GPS layout files must be submitted to Resolute for approval (block boundaries only) and must be approved by Resolute. Allow for three (3) to five (5) business days for GPS layout verification.

Quality plots are to be establish in accordance with instructions provided in Schedule 4.

### **PROVISION OF DIGITAL FILES**

Supplier will provide:

- a) digital data records by intensification block completed.
- b) the digital data will be uploaded to a digital site (e.g. the cloud or website) as directed by the company

## **PROCEDURE FOR ASSESSING INTENSIFICATION QUALITY**

The Supplier is to establish a minimum of one circular assessment plot of 100 m<sup>2</sup> per hectare treated. Plots are to be located randomly. Plots are to be clearly identified assessment plots in the field by flagging the plot centre and labelled with a unique plot identifier. Plot locations are to be identified on maps. Plot tallies/forms and maps are to be submitted to the Resolute auditor as requested.

The minimum acceptable quality shall be 90% properly spaced crop trees. Quality checks are to be conducted by the contractor and available for audit by Resolute or its representatives. If the percentage of the aforementioned work falls below 90% the Supplier will be notified orally and in writing. When work quality is less than 90% there will be a reduction in the Supplier's compensation, imposed as per the following schedule:

INTENSIFICATION QUALITY (%)	PERCENTAGE OF PAYMENT
90.0 - 100	100%
89.0 - 89.9	98%
88.0 - 88.9	96%
87.0 - 87.9	94%
86.0 - 86.9	92%
85.0 - 85.9	90%
84.0 - 84.9	88%
83.0 - 83.9	86%
82.0 - 82.9	84%
81.0 - 81.9	82%
80.0 - 80.9	80%
79.9 or Less	0%

If the quality of work remains below 80%, Resolute reserves the right to terminate the Agreement.



**QUALITY ASSESSMENT FORM**

**CONTRACTOR:** \_\_\_\_\_

**SURVEYORS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**FOREST:** \_\_\_\_\_

**BASEMAP:** \_\_\_\_\_

**BLOCK NO:** \_\_\_\_\_

**CROP SPECIES:** \_\_\_\_\_

**AREA (ha):** \_\_\_\_\_

PLOT NUMBER	NUMBER OF CROP TREES	ACCEPTABLE NUMBER OF CROP TREES	NUMBER OF FAULTS	FAULT DESCRIPTION CODE									Audited By
				1	2	3	4	5	6	7	8	9	
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													

TOTAL

Thinning Quality = TOTAL Acceptable Crop Trees / TOTAL Crop Trees x 100    \_\_\_\_\_ / \_\_\_\_\_ x 100 = \_\_\_\_\_ %

Post Thin Density = TOTAL Acceptable Crop Trees / No. of Plots x 100    \_\_\_\_\_ / \_\_\_\_\_ x 100 = \_\_\_\_\_ stems per hectare

Faults: 1 = Damaged Stem    2= Uncut Brush / Missed Clearing Brush

A geodatabase and map of areas to be treated are available for download from an FTP site.

The external users must use the following user code to access the shared folder via the **SFTP** connection from outside of Resolute.

**Username:** tb\_shareBJ

**Password:** Znn82cUu

They can establish a connection thru the site

<https://secureftp.resolutefp.com:8443/WebInterface/login.html>

or using an utility application that allows **SFTP** connection (ex: Filezilla, WinSCP, etc).

**Protocol:** SFTP

**Site:** secureftp.resolutefp.com

**Port:** 4022

NOTE: It is possible that the network administrator of the external partner needs to make modifications to their firewall to allow access to our site **secureftp.resolutefp.com** port **4022**

The approximate hectares on a forest by forest basis, for tendering purposes, are:

Dog River-Matawin Forest – 196.6 ha

Black Spruce Forest – 311.9 ha

English River Forest – 100.0 ha

Caribou Forest – 50.0 ha

Final areas will be available upon contract award. Images are not to be cropped any closer than 100 meters to the final target shapes.

SCHEDULE 2 PRICING WORKSHEET

Project Area	\$/ha	
Caribou Forest		
English River Forest		
Boundary Waters Forest		
Dog River-Matawin Forest		
Black Spruce Forest		

**Bidder Legal Name:**

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**Authorized Signature:**

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Printed Name of Signatory:

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Title of Signatory:

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**Date:**

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Bid's may be for a any or all portions of the RFQ.

## SCHEDULE 3 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

#### 2. Aboriginal Involvement

- Resolute 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

- Resolute 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.

## **SCHEDULE 4 MASTER SERVICES AGREEMENT**

Resolute's Master Services Agreement will be distributed electronically to contractors upon request.