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**REQUEST FOR QUOTE**

**Atikokan, Ignace& Thunder Bay Sawmills Yard Services**

**REQUEST FOR QUOTE**

**Atikokan , Ignace & Thunder Bay Sawmills Yard Services**

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| RFQ No.: | 2021YardServices |
| Submission Deadline: | Monday April 26th – 4:00 PM EST |
| **Return Via Fax/email/mail to:** | Resolute FP Canada Inc.  2001 Neebing Avenue  Thunder Bay, ON  P7E 6S3 |
| Attention: | Susan Castellan  Regional Procurement Manger |
| Phone: | O-807-475-2623  C-807-472-2681 |
| Email: | susan.castellan@resolutefp.com |
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| **Contract Term** | * Ignace Sawmill – March 1, 2022- March 1, 2027 * Atikokan Sawmill – March 1, 2022 –March 1 2027 * Thunder Bay March 1, 2022- March 1st 2027 |

**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 Bidder must also sign and return with its proposal the Confidentiality Agreement attached hereto as Schedule 2.

1.3 Resolute FP Canada Inc. (“**Resolute**”) 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.

1.4 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).

1.5 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.

1.6 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.

1.7 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.

1.8 A contract may be negotiated with one or more bidder(s). Resolute may, at its discretion, reject or accept any proposal or contract negotiation.

1.9 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.

1.10 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 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 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:

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| **Type** | **RFQ Requirements** |
| Products and Services | • See Schedule 1 |
| Length of Term | • 5 year |
| Price | * Bidder must submit its prices using the template provided in Schedule 3. * Price quoted shall be free of any tax and duty. * Pricing to be bid on a $ / unit rate (units specified in Schedule 3) for the period ending March 2027 * Bidder must submit pricing in Canadian currency only. * Resolute assumes contractors will use coloured fuel in their equipment. Bidder must submit equipment rates based on coloured fuel cost of $0.657 / litre . Rates will be adjusted up or down from this base monthly, based on changes in the Freight Carriers Association of Canada Survey for Ontario & Quebec for clear diesel fuel. * 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. |
| Payment Terms | • Invoicing weekly, payment net 60 days. |
| Site Maps | • A site map will be made available at the site meetings at each sawmill. |
| Special  Provisions: | * **Site Visit** – Interested contractors must attend a mandatory site visit prior to bid submission, to be held on the following dates: * Atikokan Sawmill – By appointment only due to COVID-19 * Ignace Sawmill – By Appointment only due to Covid -19 * Thunder Bay- by Appointment only due to Covid-19      * **On-Site Garage & Fuel** – Resolute will make space available on each sawmill site for a contractor’s equipment garage and fuelling station. The garage, fuelling station and any required equipment will be provided at the contractor’s cost. The Ignace Sawmill site has an existing garage building (~60’ W x 75’ L x 16’ Ceiling; 13.5’ H x 20’ W door) that Resolute will make available. Resolute will have the sites appropriately permitted for these uses. * **Labour – Ignace Sawmill Only** – The successful contractor will be required to have an agreement (Additional Contractor) with the United Steel Workers (USW Local 1-2010) as per the agreement between Resolute and the USW. A copy of the collective agreement |
|  | will be provided to interested bidders upon request.Contractor may need to accommodate existing qualified employees in their workforce as per the Collective Agreement between Resolute and the USW (contact Resolute for further information).   * **Labour – Atikokan Sawmill Only** – Atikokan is not presently bound by a collective agreement. However, it is reasonable to expect so in the future. * **Safety** – The contractor will be required to have their own safety program and to comply with all Resolute safety policies. * **Environment** – The contractor will be required to have their own environmental program, including a fuel conservation program and spill prevention & clean-up program, and to comply with all Resolute safety policies. * **Production Tracking** – The contractor will be required to report productive machine hours for each piece of equipment on a daily basis. |
| Terms and Conditions | This RFQ and any resulting contract will be subject to Resolute’s Master Services Agreement attached as Schedule 6, 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. |

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).

4.3 The attachments and schedules listed in this RFQ, including Schedules 1 to 7, are an integral part of this RFQ.

4.4 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.*

**Bidder Legal Name:**

Address:

Phone:

Fax:

**Authorized Signature:**

Printed Name of Signatory:

Title of Signatory:

**Date:**

**SCHEDULE 1 LIST OF SERVICES AND PRODUCTS**

**FORECAST REQUIREMENTS AT FULL**

See attached RFQ Yard Services Atikokan-Ignace- Thunder Bay 2021

**SCHEDULE 2 CONFIDENTIALITY AGREEMENT**

Resolute‘s Confidentiality Agreement has been distributed electronically with this RFQ.

(Sched 2 - Confidentiality\_Agrmt July\_2013.pdf)

# SCHEDULE 3 PRICING WORKSHEET

• Bidder must submit equipment rates based on coloured fuel cost of $0.657 / litre will be adjusted up or down from this base monthly, based on changes in the Freight Carriers Association of Canada Survey for Ontario & Quebec for clear diesel fuel.

**Request for Quotes - Ignace Sawmill Yard Services**

**Contractor:**

**Earliest Start-Up Date (month / year)**

**LOG HANDLING**

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| **Equipment / Model # / Year** | **Attachment** | **Fuel Consumption**  **(Litres / Productive Machine Hour)** | **Rate ($ / Productive Machine Hour)** | | |
| **1 Shift (~2,000 hrs / year)** | **2 Shifts (~4,000 hrs / year)** | **3 Shifts (~6,000 hrs / year)** |
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**LUMBER HANDLING**

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| **Equipment / Model # / Year** | **Attachment** | **Fuel Consumption**  **(Litres / Productive Machine Hour)** | **Rate ($ / Productive Machine Hour)** | | |
| **1 Shift (~2,000 hrs / year)** | **2 Shifts (~4,000 hrs / year)** | **3 Shifts (~6,000 hrs / year)** |
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**BIOMASS HANDLING**

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| **Equipment / Model # / Year** | **Attachment** | **Fuel Consumption**  **(Litres / Productive**  **Machine Hour)** | **Rate ($ / Productive Machine Hour)** | | |
| **1 Shift (~2,000 hrs / year)** | **2 Shifts (~4,000 hrs / year)** | **3 Shifts (~6,000 hrs / year)** |
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**YARD SERVICES EQUIPMENT**

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| **Equipment / Model # / Year** | **Attachment** | **Fuel Consumption**  **(Litres / Productive Machine Hour)** | **Rate ($ / Productive Machine Hour)** | | |
| **1 Shift (~2,000 hrs / year)** | **2 Shifts (~4,000 hrs / year)** | **3 Shifts (~6,000 hrs / year)** |
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**Note:** an electronic version of this worksheet has been distributed via e-mail with this RFQ

**Request for Quotes - Atikokan Sawmill Yard Services**

**Contractor:**

**Earliest Start-Up Date (month / year)**

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| **Equipment / Model # / Year** | **Attachment** | **Fuel Consumption**  **(Litres / Productive Machine Hour)** | **Rate ($ / Productive Machine Hour)** | | |
| **1 Shift (~2,000 hrs / year)** | **2 Shifts (~4,000 hrs / year)** | **3 Shifts (~6,000 hrs / year)** |
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**LUMBER HANDLING**

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| **Equipment / Model # / Year** | **Attachment** | **Fuel Consumption**  **(Litres / Productive Machine Hour)** | **Rate ($ / Productive Machine Hour)** | | |
| **1 Shift (~2,000 hrs / year)** | **2 Shifts (~4,000 hrs / year)** | **3 Shifts (~6,000 hrs / year)** |
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**BIOMASS HANDLING**

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| **Equipment / Model # / Year** | **Attachment** | **Fuel Consumption**  **(Litres / Productive**  **Machine Hour)** | **Rate ($ / Productive Machine Hour)** | | |
| **1 Shift (~2,000 hrs / year)** | **2 Shifts (~4,000 hrs / year)** | **3 Shifts (~6,000 hrs / year)** |
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**YARD SERVICES EQUIPMENT**

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| **Equipment / Model # / Year** | **Attachment** | **Fuel Consumption**  **(Litres / Productive Machine Hour)** | **Rate ($ / Productive Machine Hour)** | | |
| **1 Shift (~2,000 hrs / year)** | **2 Shifts (~4,000 hrs / year)** | **3 Shifts (~6,000 hrs / year)** |
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**SCHEDULE 5 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.

# Management & Operating Experience

PRODUCTION

* Description of recent relevant operating experience
* A list of all equipment that will be used on the operation, including the information required in Schedule 3.
* The earliest date that the contractor would be available to start operations.

CONTRACT QUALIFICATION

* Proof of valid WSIB and Insurance coverage

SAFETY

* Description of current safety program and recent safety performance (e.g. last 10 years)
* Description of current safety certifications

ENVIRONMENT

* Description of current environmental program and recent environmental record
* Description of the methods employed to ensure that the environment is protected

QUALITY

* Description of current quality program and recent quality performance

# 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 employment opportunities in the delivery of these services.

# 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 6 GENERAL TERMS AND CONDITIONS

Resolute Forest Products’ Master Services Agreement Template (Revised Sept 2016)

has been distributed electronically with this RFQ (Sched 6 - Services Agr\_MSA-ENGLISH-TEMPLATE-v20130430.pdf)

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