



REQUEST FOR PROPOSALS

RFP# 001-202526

Seeking Proposals to Establish:

STANDING OFFER AGREEMENT(S)

(Value Driven)

for

VEGETATION CLEARING SERVICES

Public Notice of RFP: Friday, March 28, 2025

Closing Date: Friday, April 4, 2025

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PART 1: INSTRUCTIONS TO PROPONENTS

Overview

The purpose of this Request for Proposals is to establish one or more Standing Offer Agreements (SOAs) for the provision of the services outlined in Part 3 (Scope of Work) of this document. SOAs are used to provide direct access to sources of supply for goods and services, on an as required basis, for a specified time, at pre-arranged prices and delivery conditions.

From time to time, the Deisleen Development Corporation or one of its subsidiaries may initiate a Call for Work as required, as per the terms of the SOA. For each call, a specific contract(s) will be issued.

The process for submitting a Proposal Package in response to this Request for Proposals is outlined in Part 1 – Instructions to Proponents and Part 2 – Supplemental Instructions to Proponents.

This RFP process will use a “One Envelope” procedure as described in Part 2, Section 5. Proponents are required to submit an envelope with the Application Form (Appendix A) accompanied by their Authorized Equipment/Service List with pricing (Appendix B).

The objective of this RFP is to obtain best value, and to achieve more favorable pricing, than would normally be offered.

Proposals will be evaluated according to the criteria as outlined in Part 4 – Proposal Evaluation Process, and criteria outlined in Appendix C. General conditions of contracts awarded under the SOA are provided in Part 5 - General Conditions of Contracts and Part 6 – Supplemental General Conditions. Finally, a copy of a standard SOA is provided in Appendix D.

Instructions

Proponents are cautioned to carefully read and follow the instructions set out in this Request for Proposals as any variation from them may result in a proposal being rejected.

1. Proposals must be submitted, including the Application Form and Equipment List, enclosed and sealed in an envelope and:

Mailed to:	OR	Hand Delivered to:
Deisleen Development Corporation Box 190 Teslin, Yukon Y0A 1B0		Deisleen Development Corporation 6 Fox Street Teslin, Yukon Phone: (867) 390-2310

2. The proponent shall identify, on the Proposal Package, their business name and address (the same as is indicated on the Application Form and Equipment List) along with the RFP reference number, which is **RFP# 001-202526**.
3. Proposals must be received at the Deisleen Development Corporation Office by the proposal closing date and time as follows:
 - **Proposal Closing Time: 12:00 p.m.**
 - **Proposal Closing Date: Friday, April 4, 2025**

Delivery of proposals prior to the closing date and time is the sole responsibility of proponents. Proposals received after the closing date and time will not be considered regardless of the reason for their late delivery. Late submissions will be returned to the proponent unopened.

4. If a proponent wishes to verify that their Proposal Package has been received prior to proposal closing time, email to operations or telephone the Deisleen Development Corporation at (867) 390-2310. The proponent must identify their business name before this information will be released. No other information concerning the proposals will be released under any circumstances prior to proposal opening.
5. Questions regarding the submission of proposals may be directed to the Deisleen Development Corporation via email to bidsandtenders@ddc-teslin.com or call (867) 384-0007 prior to the proposal closing time.
6. In accordance with the submission process described in Part 2 - Supplementary Instructions to Proponents, your proposal will be opened as soon as possible after submitted and will be considered pre-qualified for a Standing Offer Agreement, indicating that should a contract or service be required prior to the closing date.
7. Proposals may be withdrawn by submitting a written withdrawal request, executed by the proponent, to the same address to which the proposal was submitted, prior to the proposal closing time. The proposal will be then returned to the proponent unopened. After the proposal closing time, proposals become the property of the Deisleen Development Corporation and will not be returned.
8. If discrepancies or omissions are found in the scope of work (Part 3) or other parts of this document, or if any clarification is required, contact the General Manager (identified in Part 2, Supplementary Proponent Instructions). The Project Manager will respond in writing or by issuing addenda to all proponents. If addenda are issued, reasonable efforts will be made to inform all proponents in writing prior to the proposal closing time. All addenda become part of the Standing Offer Agreement. Receipt of addenda must be acknowledged by the proponent on the Application Form (Form A). It is the sole responsibility of the proponent to ensure that all addenda issued during the proposal call period were received by the proponent.

The Deisleen Development Corporation is under no obligation to provide additional information. It is the responsibility of the proponent to seek clarification from the Project Manager on any matter it considers to be unclear. The Deisleen Development Corporation shall not be responsible for any misunderstanding on the part of the proponent concerning the RFP or its process. Any questions regarding this RFP should be communicated to the Project Manager no less than 72 hours prior to the proposal closing date and time, to allow the Project Manager sufficient time to reply. If an addendum is issued within 48 hours of the proposal closing date and time, the Deisleen Development Corporation will extend the proposal closing date and time for a reasonable amount of time.

9. Proposals submitted by individuals shall be signed by those individuals. Proposals submitted by partnerships shall be signed by one partner. Proposals submitted by corporations shall be signed by a properly authorized signing officer.

The Deisleen Development Corporation will not accept proposals signed and submitted as a joint venture. The Deisleen Development Corporation reserves the right, in its sole and absolute discretion, to reject any proposal that is: submitted as a joint venture, signed and submitted by more than one legal entity, or submitted by a non-legal entity.

10. Erasures and/or corrections shall be initialled by persons authorized to sign the proposal.

11. No proposal faxed or e-mailed to the Deisleen Development Corporation will be considered. **Proposals must be submitted in a sealed envelope** as per the instruction provided in Part 2 – Supplemental Proponent Instructions. Amendments must be provided in a sealed envelope prior to proposal closing.

12. The property and/or services contracted for are for the use of, and are being purchased by, the Deisleen Development Corporation with public funds and are subject to the Goods and Services Tax.

13. The Deisleen Development Corporation need not accept the lowest priced, the highest ranked, or any proposal at all, and reserves the right to reject or accept any proposal without further explanation.

14. The proposal shall be unconditional, irrevocable and open to acceptance by the Deisleen Development Corporation at any time within *thirty (30)* days after the closing date and time. If, after 30 days from the proposal closing date and time the proponent has not revoked its proposal in writing, the Deisleen Development Corporation may accept the proposal.

15. This Request for Proposals does not commit the Deisleen Development Corporation to award a contract. The Deisleen Development Corporation reserves the right to cancel this Request for Proposals any time without contract award or compensation to proponents.

16. Failure to comply with any instruction contained in this Request for Proposals may be deemed sufficient cause for the rejection of all or part of any proposal. Any items omitted or any special

conditions or qualifications added to the proposal (for example, the proponent's standard terms of sale) may cause the proposal to be rejected, or affect the evaluation of the proposal.

17. Submission of a proposal shall be deemed to be confirmation that the proponent acknowledges and agrees to the General Conditions of the Standing Offer Agreement as set out in Part 5, and any Supplementary General Conditions as set out under Part 6.
18. Proponents are solely responsible for their own expenses of preparing, presenting, and delivering their proposals.
19. If, in the opinion of the Deisleen Development Corporation, any proposal contains a minor defect, or fails in some way to comply with any requirement of this Request for Proposals that, in the opinion of the Deisleen Development Corporation can be remedied without providing an unfair advantage with respect to the other proponents, the Deisleen Development Corporation may, in its sole discretion, waive the minor defect or any irregularity and accept the proposal. The Deisleen Development Corporation may request clarification from the proponent and, upon receipt of the appropriate clarification, may waive the minor defect or any irregularity and accept the proposal. Any failure by the proponent to provide a written response that, in the opinion of the Deisleen Development Corporation, properly clarifies its proposal within the specified time of receiving a request for clarification may result in rejection of the proposal.
20. After final evaluation, the Deisleen Development Corporation may negotiate minor changes to the terms of the Standing Offer Agreement with the successful proponent. Such changes, if any, shall be within the scope of the Request for Proposals, and limited to those items which would not have an effect on the ranking of proposals.
21. Each proponent, by submitting a proposal, irrevocably waives any claim, action or proceeding against the Deisleen Development Corporation including without limitation any judicial review or injunction application or against any of the Deisleen Development Corporation's employees, advisors or representatives for damages, expenses or costs including costs of proposal preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on the part of the Deisleen Development Corporation at any stage of the Request for Proposals process; if the Deisleen Development Corporation does not award or execute a contract; or, if the Deisleen Development Corporation is subsequently determined to have accepted a noncompliant proposal or otherwise breached or fundamentally breached the terms of the Instructions to Proponents (Part 1) and Supplementary Instructions to Proponents (Part 2).
22. By submitting a proposal, the proponent agrees that the proponent has investigated all conditions that will affect the work and assumes all risks regarding those conditions.
23. By submitting a proposal, the proponent understands that the name of the proponent, its proposal price(s) and proposal tender security (if applicable) may be disclosed to the public.

PART 2: SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS

1. Direct all questions relating to this Request for Proposals to:

Submission Process Questions	Technical Questions
James Pugsley, General Manager Deisleen Development Corporation 6 Fox Street Teslin, Yukon Cell: 867-384-0007 bidsandtenders@ddc-teslin.com	Brad Stoneman, Project Manager Cell: 867-335-1723 stoneman@northwestel.net

Information obtained from any other source is not official and may be inaccurate.

2. Any questions regarding this Request for Proposals should be communicated to the Project Manager no less than **72** hours prior to the closing date and time, to allow the Project Manager sufficient time to reply. Questions submitted after this time might not be answered.
3. All pricing must be shown in Canadian currency, unless specified otherwise.
4. This will be a value-driven process. Proposals will be evaluated on the basis of evaluation criteria included in Part 4 – Proposal Evaluation Process.

PART 3: STANDING OFFER AGREEMENT SCOPE OF WORK

1. Objective

The purpose of this Request for Proposals is to establish one or more Standing Offer Agreements (SOAs), for the provision of vegetation clearing support services outlined in this scope of work.

2. Background

The Deisleen Development Corporation and/or its subsidiaries from time to time will be in need of Vegetation clearing services, with options to complete the work by hand (Option A) or using equipment with operators (Option B).

In general, clearing is defined as removing and disposing of all unwanted surface material, such as trees, brush, grass, weeds, downed trees, and other material and/or loose debris.

Each Call-Up against the SOA will outline the approved location, expectations and limitations for clearing on a specific site as part of the scope of work.

Required equipment and/or services will be further refined and described in greater detail in each Call-Up against the SOA.

Call-ups might require any or all of the services listed on Form B.

In most instances, contractors will be asked to clear trees, shrubs, vegetation, uprooted stumps and surface debris not designated to remain, in accordance with the approved plans and/or as guided by an on-site consultant or project manager.

Establishing Standing Offer Agreements that present cost-effective, close-proximity options will help ensure DDC and its subsidiaries are well positioned to proceed with timely, affordable solutions.

3. Standing Offer Agreement (SOA)

SOAs are used to provide direct access to sources of supply for goods or services, on an as-required basis, for a specified time. This Request for Proposals will result in SOAs being offered to proponents that qualify based upon the evaluation of their proposals (See Appendix A and Appendix B).

Under the terms of the SOA, the Deisleen Development Corporation may, from time to time, initiate a "Call-up" (also referred to as a "Call for Equipment/Services") that will be sent to SAO holders, however, there is no guarantee of, or obligation to, award any work under this SOA.

When a "Call-Up" is issued, and there is more than one proponent on the list has expressed interest in the specific work required, the proponent will either be selected in order of ranking through the evaluation process under this SOA, or may be selected based upon the proponent's specific abilities, scheduling or related experience. In some instances, certain proponents may be better able to do the necessary work due to that proponent's technical or site-specific experience, scheduling availability or access to equipment. Pricing information provided will also be considered at the time a call up for work is being contemplated. In all cases the pricing information provided in the unit rate chart must be followed in relation to any contracts awarded under this SOA.

Once the proponent has been selected, they will be given a summary of the work required and will be allowed two days to consider whether they wish to move forward and submit a proposed work plan on the Call for Equipment/Services. This step allows the proponent to decline work if the proponent has a conflict of interest or does not have the time or resources to complete the work.

If the proponent accepts the "Call-Up", they will be required to submit a brief work plan that may include information relating to methods, a detailed schedule including staff and staff hours, the estimated project cost and any other information relevant to the satisfactory completion of the work. The Deisleen Development Corporation will evaluate the proposed work plan and will determine whether it fits the Deisleen Development Corporation's plans, schedule and budget for the work.

If the required work plan is deemed by the Deisleen Development Corporation to be acceptable, the Deisleen Development Corporation will offer a contract to the proponent for the work.

Deisleen Development Corporation reserves the right, at its sole discretion, to not award the work to the proponent, not proceed with the work, to award the work to another proponent under this SOA, to perform the work by its own forces, or to procure the services required by any other means as it so chooses.

The Deisleen Development Corporation reserves the right to issue a "Call-Up" with one or more entities with an SOA in place and or may request a combination of services under this SOA at one time. If more than one service is required, a proponent who can provide those multiple services (i.e. has an SOA in place for those multiple services) may be called upon to conduct the combined work. Alternately, if multiple services are required for any specific project, the Deisleen Development Corporation, in its sole discretion, reserves the right to award individual components of the work to multiple proponents.

In addition, the Deisleen Development Corporation reserves the right to group multiple works together. For example, the Deisleen Development Corporation may issue a Call for Work for vegetation clearing services to be conducted by one proponent at three different locations as one contract.

4. Relevant Dates

This Standing Offer Agreement will be valid for two years, commencing on April 4, 2025 and ending on April 4, 2027.

Contracts may be extended past the April 4, 2027 end date if the contract was started before the expiry of this agreement and extends a reasonable time past the end date as determined by the Deisleen Development Corporation.

5. Project Types and Required Experience

Qualified proponents would provide some or all of the clearing services outlined in the Clearing Services table for one or more of the project types listed in Project Types Table, both of which form and are part of Appendix A.

6. Description of Equipment and/or Services Required

The Deisleen Development Corporation and/or its subsidiaries from time to time are in need of Vegetation clearing services using hand tools (Option A) and/or small-scale equipment with operators (Option B) and related services to:

- Clear trees, shrubs, vegetation, uprooted stumps and surface debris not designated to remain; and
- Work in accordance with the approved plans and/or as guided by an on-site consultant or project manager.

Required equipment and/or services will be further refined and described in greater detail in each Call-Up against the SOA. Call-ups might require any or all of the services listed on Form B.

Generally, there is little information to determine the scope, costing and feasibility of a proposed project in advance of the DDC Call-Ups. As such, a list of equipment and/or available services with pricing is requested to support future considerations under a Standing Offer Agreement approach.

PART 4: PROPOSAL EVALUATION PROCESS

1. Method of Evaluation

Proposals will be evaluated based on proximity and price. Businesses located on Teslin Tlingit Traditional Territory will receive a higher score when compared to companies who may have equipment available locally, but their headquarters are located outside of Teslin Tlingit Traditional Territory. This approach will allow DDC and its subsidiaries to find the most cost-effective, close-proximity options, recognizing that if these options are not available the next step would be to proceed with alternative options and solutions.

2. Evaluation Criteria

Proposals will be evaluated based on the criteria listed in the Evaluation Table in Appendix C. Proponents must ensure that the information they provide includes sufficient material to assess their capabilities in any or all of the areas indicated. Proposals will be graded to reflect the quality and content of the response as it relates to any or all of the project types and vegetation clearing services that proponent's identified. For clarity the number of vegetation clearing support services a proponent is able to offer will not factor into how proposals are scored.

The Deisleen Development Corporation may disqualify the Proponent or rescind a contract subsequently entered into if the Proponent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

For ease of review, Technical Proposals should be organized into the same five sections as items 1-5 of the Evaluation Table in Appendix C.

3. Criteria Weighting

Criteria are awarded a percentage of the maximum possible score in each area according to the following scale:

%	Summary	Description
85-100	Excellent	superlative response that surpasses DDC requirements
75-85	Good	sound response that fully meets DDC requirements
50-75	Acceptable	acceptable response that meets basic requirements with acceptable risk
25-50	Weak	unacceptable response that falls short of meeting basic requirements
0-25	Seriously Deficient	response deficient in many areas; poses serious problems
0	Unacceptable	response completely unacceptable or missing

4. Copies

The Deisleen Development Corporation reserves the right to make additional copies of all or part of the proponent's proposal for internal use, or for any other purpose required by law.

5. Consent to Investigation

In order to assist the Deisleen Development Corporation in determining the proponent's ability to carry out the contract, the Deisleen Development Corporation reserves the right, to make any investigations of a proponent's business experience, financial capability and business practices as deemed necessary. The proponent agrees to permit and cooperate with such investigations.

6. Conflict of Interest

Submissions will not be evaluated if the proponent's current or past corporate or other interests may, in the Deisleen Development Corporation's opinion give rise to a conflict of interest in connection with any project that may be awarded against a SOA.

PART 5: GENERAL CONDITIONS OF THE STANDING OFFER AGREEMENT

The terms and conditions contained herein shall apply to any individual contract(s) issued under this SOA. In the event of a conflict between terms and conditions of this Request for Proposals document and the Deisleen Development Corporation's contract, the terms and conditions of this document prevail.

For the purpose of interpretation, Deisleen Development Corporation is the "Owner" in these General Conditions and the "Contractor" is a Proponent who is party to the SOA.

Conditions include:

1. **TIME OF ESSENCE** Time is of the essence of this contract.
2. **COMPLETION** This contract will be for the completion of the requirements as described in the Part 3 – Standing Offer Agreement Scope of Work.
3. **CONFIDENTIALITY** The Contractor will treat as confidential and will not, without the written permission of the Owner, publish, release, disclose or permit to be published, released or disclosed either before or after termination of this contract, any information supplied to, obtained by or which comes to the knowledge of the Contractor under this contract. The Contractor will ensure its facilities, systems and files are secure and that access to data and confidentiality of data and information gained while performing the contract, are strictly controlled, to the satisfaction of the Owner.
4. **PERFORMANCE** The Contractor's obligations under this contract are to be performed to the complete satisfaction of the Owner.
5. **WARRANTY BY CONTRACTOR** The Contractor warrants that the Contractor is competent to perform the work required under this contract, in that the Contractor has the necessary qualifications, including the knowledge, skill and ability, to perform the work.
6. **GOVERNING LAW** This contract will be deemed to have been made in and will be interpreted and enforced in accordance with the laws in force in Yukon.
7. **LAWS, PERMITS AND BY-LAWS** The Contractor will comply with all laws and regulations applicable to the place of the work, whether Federal, Territorial, or Municipal including the Fair Wage Schedule of the Employment Standards Act (Yukon), and will pay for all permits and certificates required in respect of the contract.
8. **BUSINESS LICENCE** The Contractor will be required to provide proof of a valid Village of Teslin business licence. If doing business in Yukon, Contractors must register their business

as per the Business Corporations Act or Partnership and Business Name Act.

9. **WORKERS' SAFETY AND COMPENSATION BOARD** Prior to starting work, the Contractor must provide a "Letter of Compliance" from the Yukon Workers' Safety and Compensation Board, valid for the duration of the contract.
10. **INTERPRETATION** Should any dispute arise concerning the meaning or intent of the contract, the Owner will make a decision which will be final unless the Contractor disputes such decision by a written notice within 10 days of such decision, whereupon the dispute will be resolved according to Paragraph 11 – Disputes below.
11. **DISPUTES** If a dispute cannot be resolved immediately by the Owner's decision or negotiation between the parties, the dispute may be:
 - Referred by either party for mediation before a Project Mediator 10 days after commencing negotiations; and
 - Referred to arbitration 10 days following the end of such mediation, notwithstanding that other necessary parties will be bound by any arbitrated resolution of this dispute.

If neither party required mediation or arbitration within 10 days after a written notice that negotiations or mediation are at an end, either party may refer the dispute to the courts or both may agree to proceed to mediation or arbitration.

12. **EXECUTION OF THE WORK** The Contractor will, for the stated contract price, provide all necessary labour, materials, tools and equipment and will carry out in a careful and professional manner and to the satisfaction of the authorized representative of the Owner, the work set out under description of the work and more particularly described in the scope of work.
13. **NO ASSIGNMENT** Without the prior written consent of the Owner, the Contractor will not assign or sublet this contract or any of the Contractor's rights, benefits or monies accruing hereunder, and any purported assignment without such consent will be void.
14. **CHANGES** Changes to the contract will only be made on receipt of written instructions from the Owner. Any resulting adjustment to the contract price will be agreed upon by the Owner and the Contractor and will represent the reasonable and proper costs incurred by, or savings accruing to, the Contractor.
15. **DELAY** No payment will be made for any extension of the **completion date** for the contract given to the Contractor due to delay encountered during the execution of the contract, unless such delay was caused by the Owner.

16. **SUSPENSION OF WORK** In the event that work on the contract is suspended, the Contractor will arrange for protection of the work as directed by the Owner. The Contractor will be reimbursed for reasonable and proper expenses incurred in protecting the work.
17. **TERMINATION** The Owner may at any time, upon 6 days' notice in writing to the Contractor, suspend or terminate the contract with or without cause. The Owner's obligation to make payment to the Contractor will cease when payment for work satisfactorily performed has been made. Unless otherwise directed, the Contractor shall, until the date of termination, continue work on the project as appropriate and in consultation with the Owner.
18. **CO-OPERATION AND MAKING GOOD** The Contractor will perform work under the contract with minimum disturbance to personnel and the public and ensure that the health and safety of persons occupying adjacent or contiguous parts of the building or project is protected. The Contractor will obtain the approval of the Owner for the hours during which the work will be performed and will provide a work schedule for approval by the Owner.
19. **PROPERTY OF THE OWNER** The Contractor will be liable to the Owner for any loss or damage to any property of the Owner arising out of the performance of the contract, unless and to the extent that such loss or damage is caused or contributed to by the Owner.
20. **FACILITIES** The Contractor will comply with all rules, policies and standards governing access to, and use of, facilities owned or occupied by the Owner and in or around which the Contractor will be working. The Owner will provide the Contractor with copies of, or information regarding applicable rules, policies and standards.
21. **PAYMENT** The Contractor shall submit invoices bi-weekly. Subject to verification by the Owner, payment of the Contractor's invoice for work satisfactorily completed will be made not later than 30 days after receipt thereof.
22. **INTEREST ON OVERDUE ACCOUNTS** If the Owner fails to make payment to the Contractor within 30 days from the date of satisfactory receipt of an invoice, interest will be paid at the current Bank of Canada rate on such unpaid accounts provided such accounts are greater than \$100. Such interest will be calculated and added to any unpaid amounts monthly. |
23. **WORKERS** The Contractor will ensure that all workers on the project are competent and qualified to do the work. The Contractor will be responsible for all assessments, returns, remittances, and deductions in respect of the Contractor's workers under the Workers'

Compensation Act (Yukon), Employment Insurance Act, Income Tax Act and Canada Pension Plan Act.

24. **INDEMNIFICATION** The Contractor shall fully indemnify and hold harmless the Owner from and against all claims, liabilities, demands, or costs (including reasonable legal costs) to the extent arising from or related to:
- errors or negligent acts or omissions by the Contractor;
 - breach of this contract, breach of any statutory or professional duty by the Contractor; or
 - any injury (including death) to persons, damage to or loss of property, infringement of rights (including intellectual property rights) or any claims, liabilities, demands, or costs whatsoever to the extent arising from or related to the fault or legal responsibility of the Contractor.

For greater certainty, the term “Contractor” for the purposes of this indemnity clause includes the Contractor and its officers, employees, sub Contractors, agents and successors and assigns. This indemnity clause survives the expiry or termination of this contract.

25. **INSURANCE** The Contractor, during the period of time the contract is in force and during any warranty period stated in the contract, will provide, pay for and maintain the following insurance with minimum policy limits as specified below, in forms and with insurers acceptable to the Owner.

- Commercial General Liability Insurance with a minimum liability limit of \$2,000,000 per occurrence covering bodily injuries and property damage and including the Contractor’s premises, property and operations; contingent liability with respect to the Contractor’s sub Contractors; and contractual liability covering the Contractor’s liability under this contract with the Owner.
- Automobile Insurance in accordance with all applicable legislation, covering all vehicles used in the performance of the contract;
- Aircraft Liability Insurance with a minimum liability limit of \$5,000,000 per occurrence, if aircraft are to be used in the performance of the contract;
- Professionals may be requested to provide proof of professional liability insurance.

The policies shall not lapse, be cancelled, or be materially altered without at least 30 days’ notice in writing to the Owner. Any deductible will be borne by the Contractor.

The Owner will be specified as an additional insured on all insurance policies contemplated in this contract, except Professional Liability insurance and Automobile Insurance.

Immediately following notification of contract award and preceding the start of any work, the Contractor shall provide Deisleen Development Corporation with a certificate of insurance showing that all required coverage is in force.

26. **ACCESS TO WORK** The Contractor will permit the Owner or its representatives to have access to the work at all times during the execution of the work and will co-operate fully with other Contractors or workers sent to the place of the work by the Owner.
27. **SECURITY REQUIREMENTS** Where in the opinion of the Owner, it is in the public interest to obtain security to ensure the due performance of this contract, the Owner may require security, in such form and such amount as the Owner specifies.
28. **OWNERSHIP** The Owner is the sole Owner of any material produced under this contract. Any material produced under this contract cannot be used or disclosed for any purpose other than the performance of this contract without the written approval of the Owner. "Material" includes both tangible and intangible (including intellectual) property.
29. **FINANCIAL ADMINISTRATION ACT** Payment by the Owner to the Contractor is expressly subject to section 24(2) of the Financial Administration Act (Yukon) as follows:

It is a term of every contract that money that becomes due under the contract is not payable unless a provision of this or another Act authorizes the payment to be made in the fiscal year when the payment falls due.
30. **ENTIRE AGREEMENT** This contract, Request for Proposals and the Proposal submitted constitute the entire agreement between the Parties in respect of the subject matter of this contract and supersedes all previous negotiations, communications and other agreements in respect of it, unless they are specifically incorporated by reference into this contract. Where a conflict exists between any provision of this contract and a provision of the Proposal, the provision of this contract shall prevail.
31. **WAIVER** The failure by the Owner to exercise or enforce any of the terms or conditions of this contract will not constitute or be deemed a waiver of the Owner's rights to enforce each and every term of this contract. The failure by the Owner to insist upon strict performance of any of the terms or conditions of this contract will not be deemed a waiver of any subsequent breach or default in the terms or provisions herein.
32. **PRICING** Prices quoted are to remain firm for the term of the Standing Offer Agreement.

PART 6: SUPPLEMENTARY GENERAL CONDITIONS

1. **CONFLICTS** Where a conflict exists between a General Condition clause (Part 5) and the Supplementary General Conditions (Part 6), the Supplementary General Conditions will govern.

2. **CONTRACTOR RESPONSIBILITIES**

The Contractor Shall:

- Be responsible for all aspects of the different works listed including preparation, mob/demob when necessary, and all logistical arrangements.
- Not make changes to the professional or technical personnel to be used on the project as described in the proposal without prior written approval of the Project Manager.
- Be responsible for achieving the specified objectives and completing all work within the approved budget and time frames. The Contractor shall have in place a project control system that tracks cost, schedule and performance (i.e. quality control).
- Be committed to conform to a timetable established and agreed upon by the Contractor and Project Manager during the Pre-Award meeting and amended by mutual agreement through the course of the Contract. The Contractor shall schedule and stage all activities in a manner coordinated with, and approved by, the Project Manager.
- **Not conduct any additional or substitutional work without the prior written approval of the Project Manager.** If additional work is required, the Contractor would immediately notify the Project Manager in writing. No expenditure above the approved cost or modifications of the established time frames would be considered without the written approval of the Project Manager.
- Make themselves available to meet with the Project Manager:
 - Prior to the start of work upon receiving a call for work;
 - Following submission of draft reports; and
 - Upon request of the Project Manager.
- Refer all queries regarding the project from the public, news media or any other source to the Project Manager.

3. **TERMS OF PAYMENT**

The Contractor shall submit invoices following the completion of specific milestones (deliverables) that would be established following the issuance of a call for work. All payments will be made as per contracts issued at time of call up, and will be based on a two week pay cycle, net 30 days.

3.1 RATES

All rates will be paid as per Proposal Form “B” equipment and services rate chart.

3.2 DIRECT COSTS

Direct costs shall be approved by the owner prior to issuance of the contract and shall include sub-Contractors, irregular/ specialized equipment, irregular material, shipping costs, etc.

- A maximum markup of **10%** is to be made on Other Direct Costs.
- If the Proponent owns the irregular/specialized equipment, no rate will be agreed to prior to use and no markup will be made on these costs.

4. CHANGE ORDERS This Standing Offer Agreement allows for change orders for unforeseen circumstances which may be due to changes to time and materials which were not foreseen during scoping but were presented or discovered during completion of any given contract. Change order may also be granted for extensions due to delays in work but should not be combined with an extra cost associated to the extension unless it is an acceptable change (acceptable change as per the previous sentence). Acceptable changes are based on the original scope of work only. If additional services are warranted, a new contract for the additional requirements may be issued.


5. GUIDELINES FOR INVOICING The following are guidelines for preparation of invoices for Contractor’s contracts. Observing these guidelines will minimize delays in processing Contractor’s invoices for payment.

- Invoices shall clearly show the project name, contract number and time period in which work was completed.
- All invoice pricing must be consistent with the Unit Rate Price Chart in Proposal Form “B” (Appendix B).
- The Owner reserves the right, in its sole discretion, to request additional information regarding invoices submitted.
- The Owner expects the Contractor to review every invoice thoroughly to ensure that all charges correctly apply to the individual project and comply with the terms of the contract. Please forward all invoices to:

by email: operations@ddc-teslin.com

by mail: James Pugsley, General Manager
Deisleen Development Corporation
P.O. Box 190
Teslin, Yukon Y0A 1B0

APPENDIX A: PROPOSAL FORM "A"

DDC RFP#001-202526 / Effective April 4, 2025 to April 4, 2027			
			
Standing Offer Agreement - Application Form (Form A)			
		Business Name:	
		Phone Number:	
		Contact Person:	
		Email:	
<hr/>			
1. Proximity:	<i>Is your business located on Teslin Tlingit Traditional Territory?</i>		Yes No
	<i>What is your business' mailing address?</i>		
2. Business Administration:	<i>Is your business in good standing with the Workers' Safety Compensation Board?</i>		Yes No
	<i>Does your business have commercial liability insurance coverage?</i>		Yes No
	<i>Business License #</i>		
	<i>GST #</i>		
3. Business Description and Company Experience:	<i>Highlight your company's experience, the type of equipment and services available, any relevant qualifications and certifications, local knowledge and experience, history of hiring local and any other factors for consideration.</i>		
4. Authorization:	<i>By signing below you acknowledge that you have read and understand the requirements as outlined in the Request for Standing Offers documentation for RSO# DDC.2024.001 issued on June 7, 2024 and that you have read and understand all related addendums, that all information included in your submission (Form A and Form B) is accurate, and that you are familiar with the evaluation criteria as shown in Appendix C of the RSO.</i>		
	<i>Name of Signatory (Please Print):</i>		
	<i>Authorized Signature:</i>		
	<i>Date of Signature:</i>		

APPENDIX B: PROPOSAL FORM “B”

DDC RFP#001-202526 / Effective April 4, 2025 to April 4, 2027



Authorized Rate Sheet for Deisleen Development Corporation

Instructions: Indicate the type of equipment and/or services available, the standard unit price per hour, per day and/or per week and/or and fixed hourly rate for DDC and/or DDC subsidiaries. If you do not have fixed rates, you only need to use the DDC Hourly Rate column. Do not include GST. Print, sign and include this Rate Sheet in your Proposal Package to qualify for a Standing Offer Agreement.

Business Name:	
Phone Number:	
Contact Person:	

	Equipment or Service (include brand and model where possible)	Standard Hourly Rate	Per HA Rate	Standard Daily Rate	Standard Weekly Rate	DDC Fixed Hourly Rate
1	Clearing Services A (by hand) >					
2						
3	Clearing Services B (equipment)					
4	List:					
5						
6						
7						
8						
9						
10						
11						
12						

Authorized Signature: _____

Date: _____

APPENDIX C: EVALUATION TABLE

Proposals will be evaluated according to the criteria contained in the Evaluation Table below.

	PROPOSAL EVALUATION	Total Points
1)	<p style="text-align: center;">PROXIMITY TO TESLIN TLINGIT TRADITIONAL TERRITORY</p> <p>Provide the location of your company headquarters.</p> <p>Points will be awarded for:</p> <ul style="list-style-type: none"> ▪ Located on Teslin Tlingit Traditional Territory. (150 points) ▪ Located in Yukon. (50 points) 	200
2)	<p style="text-align: center;">RELEVANT COMPANY EXPERIENCE</p> <p>Highlight your company’s experience.</p> <ul style="list-style-type: none"> ▪ Type of equipment and services available ▪ Qualifications and certifications ▪ Compliance with WSCB ▪ Local knowledge and experience ▪ History of hiring local <p>Points will be awarded for:</p> <ul style="list-style-type: none"> ▪ Compliance with WSCB, qualifications, track record of success, history of supporting community development work in Teslin, company experience on Teslin Tlingit Traditional Territory. (Scoring 25, 50, 75 or 100 points) 	100
3)	<p style="text-align: center;">PRICING</p> <p>Highlight your company’s equipment and pricing on Form B.</p> <ul style="list-style-type: none"> • Equipment list includes clear information such as brand and model of the equipment available (50 points) • Pricing as shown on Form B is competitive. (50 points) • Pricing generally reflects hourly and per hectre rates for DDC that are favourable to standard rates. (25, 50, 75 or 100 points) 	200
	TOTAL POINTS	500

APPENDIX D: STANDING OFFER AGREEMENT

SOA NUMBER: DDC# 001-202526

SOA Description: Vegetation Clearing Services

SOA Date: ____, 2025

Between:

DEISLEEN DEVELOPMENT CORPORATION”,

as represented by

General Manager

AND

Company Name
(the “CONTRACTOR”)

The Deisleen Development Corporation may, in its sole and absolute discretion, issue a request to the Contractor for work or services from the list of work and services described in the attached Scope of Work (the “Call for Work”). The Call for Work and any work or services requested thereunder is subject to and shall not be performed by the Contractor or be effective until both Parties sign a separate, individual contract in accordance with this SOA (the “Contract”). The terms and conditions of the Contract shall be determined in accordance with clause 3 below.

If the Contractor commences work or services for the Deisleen Development Corporation in the absence of a Call for Work or contract, no payment shall be made to the Contractor, directly or indirectly, for any extra or additional expense, costs, or any loss damages, or compensation whatsoever incurred or sustained by the Contractor for any reason related to or arising from work or services performed in the absence of a Call for Work and Contract.

Subject to a Contract being established for the Call for Work and agreed to in writing by the Parties, the Contractor shall provide Deisleen Development Corporation with the work or services as described in the Call for Work in accordance with: the Contractor’s price proposal attached to this SOA, the scope of work or services described in the Call for Work; the terms and conditions of the Contract issued for the Call for Work and any supplementary general conditions thereto.

The Parties acknowledge and agree that this SOA does not obligate the Deisleen Development Corporation to: issue a Call for Work or enter into a Contract for the work or services described under this SOA, or entitle the Contractor in any way to perform any work or services described under this SOA. The Deisleen Development Corporation is also not bound by and makes no guarantee as to the value or quantity of work or services to be provided under this SOA. This SOA shall be limited to the actual work and/or services contracted for.

1. The Contractor shall provide all the materials, equipment, labour and services necessary to perform the work on an as and when required basis, as set out in the Request for Proposals, and the proposal submitted.

2. This SOA shall commence on the ____ day of _____, 2025, and shall terminate on the ____ day of _____, 2027.

Signed by the authorized representatives of the Deisleen Development Corporation and the Contractor:

CONTRACTOR'S FULL BUSINESS
NAME AND ADDRESS:
(Print or Type)

CONTRACTOR:

(Company Name)

(Signature)

(Address Line 1)

(Name of Authorized Signatory)

(Address Line 2)

(Title)

(Address line 3)

(Witness Signature)

(Phone)

(Fax)

(Witness Name)

(Date)

ACCEPTED AND AGREED TO BY THE
DEISLEEN DEVELOPMENT CORPORATION,
AS REPRESENTED BY:

(Authorized Signature)

(Witness Signature)

(Print)

(Witness Name, Print)

(Title)

(Date)