



REQUEST FOR PROPOSALS

RFP# DDC.RSO.2026.001

Seeking Proposals to Establish:

STANDING OFFER AGREEMENT(S)

(Value Driven)

for

Project Management

Description – Deisleen Development Corporation is seeking Proposals for Project Management Services as part of a Standing Offer Basis.

March 24, 2026

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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.

The submission process will use a “Two-Envelope” procedure as described in Part 2, Section 5. Proponents are required to submit separately sealed Technical Proposals and Price Proposals in their Proposal Packages in order to ensure that the technical evaluation is not influenced by price considerations.

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

Proposals will be evaluated according to the process 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 the 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 Proposal Forms provided in Appendix A and Appendix B of this document, 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 Proposal Form A and Proposal Form B), the title of the proposal enclosed, the date and time of proposal closing and the RFP Reference Number which is: **RFP# DDC.RSO.2026.001**
3. Proposals must be received at the Deisleen Development Corporation Office by the proposal closing date and time as follows:
 - **Proposal Closing Time: before 4:00 p.m.**
 - **Proposal Closing Date: Tuesday, April 7, 2026**

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 bidsandtenders@ddc-teslin.com or call the Deisleen Development Corporation at (867) 384-0007. 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 “Two-Envelope Submission Process” described in Part 2 - Supplementary Instructions to Proponents, as soon as possible following the proposal closing time, the Proposal Package will be opened in the Deisleen Development Corporation at the address specified in paragraph 1 above.
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 Deisleen Development Corporation(s) (identified in Part 2, Supplementary Proponent Instructions). The Deisleen Development Corporation 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 Proposal Form “A” (Appendix 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 Deisleen Development Corporation 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 Deisleen Development Corporation no less than 72 hours prior to the proposal closing date and time, to allow the Deisleen Development Corporation 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(s).

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 sealed envelopes** as per the instruction provided in Part 2 – Supplemental Proponent Instructions. However, where a Proposal Package has been received before the specified date and time of proposal closing, amendments only to the technical proposal by email to bidsandtenders@ddc-teslin.com are acceptable, provided that such amendments are received at the location specified in Part 1, Paragraph 1 prior to the specified proposal closing date and time. Amendments to the Price Proposal must be provided in a sealed enveloped 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 or one of its subsidiaries to award a contract. The Deisleen Development Corporation and its subsidiaries reserve 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 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Deisleen Development Corporation 6 Fox Street Teslin, Yukon 867-384-0007 bidsandtenders@ddc-teslin.com | Deisleen Development Corporation 6 Fox Street Teslin, Yukon 867-384-0007 bidsandtenders@ddc-teslin.com |

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 Deisleen Development Corporation no less than **72** hours prior to the closing date and time, to allow the Deisleen Development Corporation sufficient time to reply. Questions submitted after this time might not be answered.
3. All price proposals must be submitted 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.
5. Proposals must be submitted using the “Two-Envelope Submission Process” as outlined below:
 - a. The Proposal Package shall comprise two envelopes submitted simultaneously, one labelled the “Technical Proposal” and the other labelled the “Price Proposal”. Both envelopes are to be enclosed together in an outer single envelope, which together forms the “Proposal Package”. The Proposal Package shall be labelled according to the instructions in Part 1, Item 2.
 - b. Proposal Form “A” (in Appendix A) shall be submitted as the cover page of the Technical Proposal. It must be completed in full and include the signature of a person authorized to bind the proponent(s) to the contents of the proposal and to the clauses included on Proposal Form “A”. The Technical Proposal, along with the completed Proposal Form “A” shall be enclosed in an envelope and labelled as the “Technical Proposal” along with the information specified in 5(d) below.
 - c. Proposal Form “B” (in Appendix B) is the Price Proposal form and shall be completed in full, signed by a person authorized to bind the proponent(s) to the pricing information contained in Proposal Form “B”, and submitted in a second, sealed envelope. The Price Proposal envelope shall be clearly labelled as “Price Proposal” and include the information specified in section 5(d) below.

- d. Both the Technical Proposal and Price Proposal envelopes should be clearly labelled, including the name of the proposal, the proposal closing date and the proponent's company name and address (the same name as is on Proposal Forms "A" and "B").
6. Technical proposals shall contain no pricing information. All pricing information shall be contained in the Price Proposal (Proposal Form "B").
7. After proposal closing time, the Proposal Package envelopes will be opened and separated, with the Technical Proposal being forwarded to the Deisleen Development Corporation for the technical evaluation. The Price Proposal envelopes will remain sealed until the technical evaluations are complete.
8. When the technical evaluations are complete, those proposals which meet or exceed the minimum acceptable score(s) identified in Part 4, Section 1 will have the price envelope opened. The Price Proposals will not be scored for the purposes of this Standing Offer Agreement but will be considered when a Call for Work is issued and individual contracts are being contemplated.
9. Price Proposal envelopes will be returned unopened for proponents who do not meet the minimum acceptable score during the technical evaluation.
- * **NOTE: Proponents, please be sure ALL of your price information is in the separate, PRICE PROPOSAL envelope**
10. The Deisleen Development Corporation reserves the right, in its sole discretion, to award multiple Standing Offer Agreements as a result of this Request for Proposals.
11. For greater consistency in Technical Proposals received and for ease of review, proposals should be numbered consecutively and the body of the proposal organized into headings consistent with the Evaluation Table criteria presented in Appendix C (i.e. Project Team, Relevant Company Experience, Project Approach, Knowledge and Experience).

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 the services outlined in this scope of work.

2. Background

The Deisleen Development Corporation regularly manages infrastructure and land development projects. The work that is required to plan and implement infrastructure projects is broad and ranges in complexity. The projects vary in size and scope. The Deisleen Development Corporation requires the support of consultants for project management services that helps move projects through the planning, implementation and construction phases. Thus, this SOA is intended to develop a list of qualified project managers that can be drawn upon when needed.

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 technical proposals. Under the terms of the SOA, the Deisleen Development Corporation may, from time to time, initiate a "Call for Work", as required. There is, however, no guarantee of, or obligation to, award any work under this SOA.

When a Call for Work is issued, and there is more than one proponent on the list that has qualified through this Request for Proposals process to do 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 or scheduling availability. Information provided in the unit rate chart 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 5 days to consider whether they wish to move forward and submit a proposed work plan on the Call for Work. 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. Declining will not affect a proponent's standing on the list.

If the proponent accepts the Call for Work, they will be required to submit a brief work plan that may include information relating to methods, a 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 work plan is determined by the Deisleen Development Corporation to be acceptable, the Deisleen Development Corporation will offer a contract to the proponent for the work.

If the Deisleen Development Corporation determines that the work plan is unacceptable, the 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.

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 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 7, 2026 and ending on March 31, 2028.

Contracts may be extended past the March 31, 2028 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. Required Experience

Qualified proponents would provide project management services for building/infrastructure project or other civil works projects. Proponents should demonstrate the ability to execute services for which they have related expertise or experience.

6. Description of Services Required

For any of the Deisleen Development Corporation's capital projects, the Deisleen Development Corporation could request project management services under this SOA. Proposals must demonstrate significant and relevant past experience carrying out work as a project manager.

For any Deisleen Development Corporation capital projects, the Deisleen Development Corporation could request a project manager to oversee all aspect of a project. Required services will be further refined and described in greater detail in each call-up against the SOA.

Project managers will be required to oversee projects from start to finish, which may include tender writing, securing contracts, scheduling, managing budget and inspections. Qualified proponents may also be required to oversee the planning, design, as-builts, construction and or construction manager until projects are complete.

The Deisleen Development Corporation has great interest in providing quality infrastructure and land development that lasts into the future and, as such, the Deisleen Development Corporation will work closely with its project managers to ensure that any projects meet or exceed all expectations. The Deisleen Development Corporation also supports local capacity building and hiring of local contractors to the extent possible and expects project managers to work closely with local community members and businesses in the implementation of projects.

Proponents will be expected to perform the work in accordance with accepted industry standards and practices.

PART 4: PROPOSAL EVALUATION PROCESS

1. Method of Evaluation

Proposals scoring less than **300 points** on items 1-4 of the Evaluation Table in Appendix C will be considered technically unacceptable and the Price Proposal envelope will be returned to the proponent unopened.

All price information MUST be submitted in a separate, sealed envelope (as per Part 2 - Supplement Proponent Instructions). Proposals that do not meet these criteria will be rejected.

Proposals can only be evaluated on the basis of criteria listed in their Request for Proposals document and only on information contained in the proposals submitted prior to proposal closing. The Deisleen Development Corporation may request clarification from a proponent with respect to the contents of its proposal. Such clarification must not result in material or substantive changes to the proposal.

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 services that proponents identified. For clarity the number of 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 four sections as items 1-4 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

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

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.

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 consultant 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 consultant under this contract. The consultant 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 consultant's obligations under this contract are to be performed to the complete satisfaction of the Owner.
5. **WARRANTY BY CONSULTANT** The consultant warrants that the consultant is competent to perform the work required under this contract, in that the consultant 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 consultant 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 consultant will be required to provide proof of a valid Village of Teslin business licence. If doing business in Yukon, consultants must register their business as per the Business Corporations Act or Partnership and Business Name Act.

9. WORKERS COMPENSATION BOARD Prior to starting work, the consultant must provide a “Letter of Compliance” from the Yukon Workers’ Compensation Health and Safety 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 consultant 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 consultant will, for the stated contract price, provide all necessary labour, 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 consultant will not assign or sublet this contract or any of the consultant’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 consultant and will represent the reasonable and proper costs incurred by, or savings accruing to, the consultant.

15. DELAY No payment will be made for any extension of the **completion date** for the contract given to the consultant 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 consultant will arrange for protection of the work as directed by the Owner. The consultant 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 Consultant, suspend or terminate the contract with or without cause. The Owner's obligation to make payment to the consultant will cease when payment for work satisfactorily performed has been made. Unless otherwise directed, the consultant 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 consultant will perform work under the contract with minimum disturbance to personnel and the public.
- 19. PROPERTY OF THE OWNER** The consultant 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 consultant will comply will all rules, policies and standards governing access to, and use of, facilities owned or occupied by the Owner and in or around which the consultant will be working. The Owner will provide the consultant with copies of, or information regarding applicable rules, policies and standards.
- 21. PAYMENT** The consultant shall submit invoices bi-weekly. Subject to verification by the Owner, payment of the consultant'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 consultant 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. DEDUCTIONS** The consultant will pay all valid claims for wages and other expenses it incurs in respect of the contract, as and when such claims become due. If the consultant fails to do so, the Owner may do so and deduct from monies owing to the consultant such sums including: any outstanding wages owing to persons employed to perform the contract; any assessments of the Yukon Worker's Compensation Health and Safety Board or the Employment Insurance Commission relating to the contract; and any other claims, charges or encumbrances arising in any manner whatsoever from the operations of the consultant which the Owner determines to be valid and enforceable. The Owner may also set off against amounts owing to the consultant any sums owing by the consultant to the Owner.
- 24. WORKERS** The consultant will ensure that all workers on the project are competent and qualified to do the work. The consultant will be responsible for all assessments, returns, remittances, and deductions in respect of the consultant's workers under the Workers' Compensation Act (Yukon), Employment Insurance Act, Income Tax Act and Canada Pension Plan Act.

25. INDEMNIFICATION The consultant 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 consultant;
- breach of this contract, breach of any statutory or professional duty by the consultant; 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 consultant.

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

26. INSURANCE The consultant, 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 consultant’s premises, property and operations; contingent liability with respect to the Consultant’s sub consultants; and contractual liability covering the consultant’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 consultant.

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 consultant shall provide Deisleen Development Corporation with a certificate of insurance showing that all required coverage is in force.

- 27. ACCESS TO WORK** The consultant 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 consultants or workers sent to the place of the work by the Owner.
- 28. 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.
- 29. 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.
- 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. **CONSULTANT RESPONSIBILITIES**

The Consultant 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 proponent's proposal without the prior written approval of the Deisleen Development Corporation or one of its subsidiaries.
- Be responsible for achieving the specified objectives and completing all work within the approved budget and time frames. The Consultant 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 Consultant and Deisleen Development Corporation during the Pre-Award meeting and amended by mutual agreement through the course of the Contract. The Consultant shall schedule and stage all activities in a manner coordinated with, and approved by, the Deisleen Development Corporation.
- **Not conduct any additional or substitutional work without the prior written approval of the Deisleen Development Corporation.** If additional work is required, the Consultant would immediately notify the Deisleen Development Corporation in writing. No expenditure above the approved cost or modifications of the established time frames would be considered without the written approval of the Deisleen Development Corporation.
- Make themselves available to meet with the Deisleen Development Corporation or the applicable subsidiary:
 - Prior to the start of work upon receiving a call for work;
 - Following submission of draft reports; and
 - Upon request of the Deisleen Development Corporation.
- Refer all queries regarding the project from the public, news media or any other source to the Deisleen Development Corporation.

4. **TERMS OF PAYMENT**

The Consultant 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.

4.1 **RATES**

All rates will be paid as per completed Proposal Form “B” unit rate chart.

4.2 **DIRECT COSTS**

Direct costs shall be approved by the Owner prior to issuance of the contract and shall include sub-consultants, 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.

5. **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.

6. **GUIDELINES FOR INVOICING** The following are guidelines for preparation of invoices for Consultant’s contracts. Observing these guidelines will minimize delays in processing Consultant’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 Consultant 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: finance@ddc-teslin.com

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

APPENDIX A: PROPOSAL FORM "A"

PRINT ON SINGLE SIDES ONLY

This document must be submitted as a cover page of the proponent's Technical Proposal in the Proposal Package, as per Part 2 – Supplemental Proponent Instructions, Section 5(b).

- 1) I/We hereby submit a Proposal for the **Project Management Services** in accordance with these documents.
- 2) I/We have carefully examined the scope of work together with all other factors affecting the work and hereby propose to furnish the services in the manner called for in the scope of work.
- 3) In the event of our proposal being accepted, I/we agree to enter into a contract with the Deisleen Development Corporation or one of its subsidiaries, which will form part of this Standing Offer Agreement. In the event of conflict between terms and conditions of the Request for Proposals document and the Deisleen Development Corporation or subsidiary contract, the terms and conditions of the Request for Proposals document prevail.
- 4) I/We acknowledge receipt of the following addenda issued during this Request for Proposals:
_____ # _____ # _____ # _____ # _____ # _____
- 5) In consideration of being permitted to tender, I/we agree that this proposal is irrevocable and open to acceptance by the Deisleen Development Corporation at any time within thirty (30) days after Proposal closing.
- 6) I/we represent and warrant that the proponent has full power and authority to enter into, perform and execute a Contract issued with respect to this Request for Proposals, and each person signing this Proposal Form on behalf of a proponent is properly authorised to do so. I/we agree to be bound by statements and representations made in this response.
- 7) I/we have read the Request for Proposal documents, understand them and intend to be bound by them.

PROPONENT'S FULL LEGAL BUSINESS NAME _____

DOING BUSINESS AS (if different from above): _____

FULL BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____ E-mail: _____

Sign this form as follows:

Sole Proprietorship: Sole Proprietor to sign where indicated. Insert the words "Sole Proprietor" under Title(s).

Partnership: Partner(s) to sign where indicated. Insert the word "Partner" against each signature under Title(s).

Corporation: This Form must be signed on behalf of the corporation by a person, or persons, authorized to do so in accordance with the corporation's own procedures. Signatories must state their position with the corporation. By signing this Form, you are representing and warranting to Deisleen Development Corporation that:

- You are authorized to sign this Form on behalf of the corporation; and
- That the corporation is bound by your signature on this Form.

Executed by or on behalf of the Proponent this ____ day of _____, 2026.

SIGNATURE(S): _____ TITLE(S): _____

PRINTED NAME(S): _____

APPENDIX B: PROPOSAL FORM "B"

****PRINT ON SINGLE SIDES ONLY****

Request for proposal for *Project Management Services*

This document must be submitted in a properly identified separate, sealed envelope as per Part 2 – Supplemental Proponent Instructions, Section 5(c).

I/We have carefully examined the scope of work, together with all other factors affecting the work, and hereby propose to furnish the services in the manner called for in the scope of work for:

PROPONENT'S FULL LEGAL BUSINESS NAME: _____

DOING BUSINESS AS (if different from above): _____

FULL BUSINESS ADDRESS: _____

Sign this form in the space(s) below.

Executed by or on behalf of the Proponent this _____ day of _____, 2026.

SIGNATURE(S): _____ TITLE(S): _____

PRINTED NAME(S): _____

PROPOSAL FORM "B" (UNIT RATE CHART)

This document must be completed and must be submitted in a separately sealed Price Envelope. It is not mandatory to provide pricing for all items, but only those for which the proponent wishes to be considered.

Additional services may be called upon under this Standing Offer Agreement that have not been included in the unit rate chart below.

| Item No. | Item Description | Units | Unit Price (\$) |
|-----------------|----------------------------------------|--------------|------------------------|
| 1 | Project manager | hourly | |
| 2 | Administrative/ Word Processing Person | hourly | |
| 3 | Meals/Accommodations | Daily rate | |
| 4 | Travel to/from Teslin | Flat rate | |
| 5 | Other | hourly | |
| | | | |
| | | | |

APPENDIX C: EVALUATION TABLE

Technical Proposals will be evaluated according to the criteria contained in the Evaluation Table below. Proposals that achieve a score of 300 points or more in the first three criteria (i.e. Project Team, Relevant Company Experience and Project Approach) will be deemed acceptable.

| | TECHNICAL EVALUATION | Total Points |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 1) | <p>PROJECT TEAM</p> <p>Identify your project team.</p> <ul style="list-style-type: none"> ▪ Identify project team personnel, including their role(s) in a typical project ▪ Include a short biography for key personnel, indicating their qualifications, including a summary of relevant work experience. <p>Points will be awarded for:</p> <ul style="list-style-type: none"> ▪ Team has relevant work experience. (150 points) ▪ Team members have experience in and familiarity with the Teslin region, or Teslin project needs. (50 points) | 200 |
| 2) | <p>RELEVANT COMPANY EXPERIENCE</p> <p>Highlight your company's project experience.</p> <ul style="list-style-type: none"> ▪ Provide 2 project examples, completed by your company that showcase company experience. ▪ Project examples should identify which team members were involved and their role. ▪ Project examples should include project start and end dates and the approximate budget for the project. ▪ Include a reference with contact information for each project listed. <p>Points will be awarded for:</p> <ul style="list-style-type: none"> ▪ Experience, relevant to Deisleen Development Corporation project needs (100 points) ▪ Reference Check (50 points) | 150 |
| 3) | <p>PROJECT APPROACH</p> <p>Explain your project approach.</p> | 150 |

| | | |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| | <p>Since the SOA is not project specific, it is recognized that the project approach described in the proposal will be in general terms and not as detailed as specific methodology for a work program.</p> <ul style="list-style-type: none"> ▪ Provide your methodology used in fulfilling requirements for any typical project under this SOA. (100 points) ▪ Explain how your team would work together with the Deisleen Development Corporation to provide cohesive project delivery (Quality Control). (25 points) ▪ Explain your approach to managing unforeseen challenges and problems that may arise during project progress, including risk management and mitigation strategies. (25 points) | |
| 4) | <p>KNOWLEDGE & LOCAL EXPERIENCE</p> <p>The Proponent should provide information related to the following:</p> <ul style="list-style-type: none"> ▪ Knowledge of specific challenges related to, working in the Teslin area. Provide information regarding how you would deal with such challenges. (50 points) ▪ Knowledge of specific opportunities related to working in the Teslin area. Provide information on how you would utilize these opportunities. (50 points) | 100 |
| | TOTAL POINTS | 600 |

APPENDIX D: STANDING OFFER AGREEMENT

SOA NUMBER: 26 _____

SOA Description: Project Management Services

SOA Dated: April 7, 2026 and will terminate on March 31, 2028

Between:

**DEISLEEN DEVELOPMENT CORPORATION”,
as represented by
General Manager**

AND

***(name of contractor, consultant, by names of proprietor, partners, or limited company)
(the “CONSULTANT”)***

The Deisleen Development Corporation or one of its subsidiaries may, in its sole and absolute discretion, issue a request to the Consultant 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 Consultant 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 Consultant commences work or services for the Deisleen Development Corporation or one of its subsidiaries in the absence of a call for work or contract, no payment shall be made to the Consultant, directly or indirectly, for any extra or additional expense, costs, or any loss damages, or compensation whatsoever incurred or sustained by the Consultant 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 Consultant shall provide Deisleen Development Corporation with the work or services as described in the Call for Work in accordance with: the Consultant’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 or one of its subsidiaries to issue a Call for Work or enter into a Contract for the work or services described under this SOA or entitle the Consultant 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 consultant 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 7th day of April 2026 and shall terminate on the 31st day of March, 2028.

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

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

CONTRACTOR:

(Name)

(Signature)

(Address)

(Print Name of Authorized Signatory)

(Title)

(Witness Signature)

(Print Witness Name)

(Phone)

(Email)

(Date)

ACCEPTED AND AGREED TO BY THE DEISLEEN DEVELOPMENT CORPORATION OR ONE OF ITS SUBSIDIARIES, AS REPRESENTED BY _____

(Witness Signature)

(Signature)

(Witness Name)

(Name of Authorized Signatory)

(Date)

(Title)