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PART 1 — RFP PROCESS

1. Introduction

The Yukon Environmental and Socio-Economic Assessment Board (YESAB) is an independent body headquartered in Whitehorse, Yukon established pursuant to the Yukon Environmental and Socio-economic Assessment Act, S.C. 2003 c.7. YESAB’s mandate is to assess the environmental and socio-economic effects of projects in the Yukon as contemplated by the Act. For more on YESAB see yesab.ca.

YESAB intends to enter into a standing arrangement with a Consultant for the supply, on an “as and when requested” basis, of specialized technical consulting and/or advisory services to assist YESAB in the performance of its mandate. For details on the required services see the Scope of Work in Part 2 – Scope of Work and for details on the Contract, see Part 3 - Contract.

2. Definitions

In this RFP document:

Bid means a submission by supplier in response to this RFP.

Bidder means a supplier that submits a Bid.

Bidder’s Workbook means the part of this RFP document called Bidder’s Workbook.

Consultant means the Bidder that has executed a contract with YESAB to provide the Work.

Contract and Standing Arrangement means the standing arrangement for the performance of the consulting services which is referenced in Part 3 - Contract.

Task Authorization means specific Work that the Consultant has been authorized to perform pursuant to a standing arrangement.

Work means the services and deliverables to be supplied by the Consultant as specified in a Task Authorization.

Other capitalized terms have the meanings assigned on the cover page of this document.

3. Non-Binding RFP Process

This RFP process is non-binding. This means the process does not create contractual obligations between YESAB and the Bidders which is commonly referred to as “Contract A” under Canadian law. No contractual relationship will be formed until YESAB and the Bidder have executed a contract for the performance of specific Work.

YESAB is not legally obligated to award a contract to any Bidder and Bidders are not legally obligated to enter into a contract with YESAB. If a Bidder submits a Bid and then decides for any reason that they no longer want to participate in the RFP process, the Bidder may choose to withdraw their Bid at any time before contract signature.
4. **Bidder Conduct During Bid Process**

A Bidder’s eligibility to participate in the RFP process is conditional upon maintaining minimum standards of conduct as set out in the Submission Confirmation Form located at the end of the Bidder’s Workbook. Any violation of these standards by a Bidder at any time prior to execution of the final contract may lead to disqualification.

5. **Bidder Questions**

Bidders should submit questions, clarifications, or request for changes to this RFP to the address specified on the cover page for Bidder Questions. Questions, clarifications, or request for changes should be submitted before the Deadline for Questions specified on the cover page. Questions received after the Deadline for Questions may not be addressed.

6. **Addenda**

Responses to questions received by the Deadline for Questions will be provided through an addendum posted on the Tender Notice Platforms specified on the cover page. Addenda will not identify the Bidders that submitted the inquiry.

YESAB will make reasonable efforts to respond to all Bidder questions. YESAB may edit Bidder questions for clarity, exclude questions that are either unclear or inappropriate, or provide a single answer to a similar question posed by multiple Bidders.

While Addenda will be posted on the Tender Notice Platforms, YESAB assumes no obligation to separately notify Bidders when Addenda are released. Bidders are expected to check the Tender Notice Platform prior to Bid submission to ensure nothing has been missed.

7. **Bid Preparation**

7.1 **General Requirements**

To be considered, Bids must meet all mandatory requirements specified in the Bidder’s Workbook, be prepared using the forms and instructions in the Bidder’s Workbook and must be written in English. Any material change to the forms or failure to follow the instructions may lead to disqualification from the process without prior notice to the Bidder.

7.2 **No Counterproposals, Conflicts, Qualifiers or Assumptions**

Bidders should not make or state any assumptions when preparing their Bid. Bidders also should not add language in their Bid that either conflicts with YESAB’s requirements, qualifies the Bid or makes the Bid conditional as this may compromise YESAB’s ability to evaluate the Bid. The question period is intended to provide Bidders a full opportunity to clarify questions or obtain changes to the RFP prior to Bid submission. Failure to use the question period is at Bidder’s risk.

If assumptions, counterproposals, conditions, or qualifications appear in a Bid, YESAB may either (a) disqualify the Bid without prior notice to Bidder; or (b) require that the foregoing be removed from the
Bid without any change to pricing before the Bid can be considered further or any contract finalized. Such provisions will not form part of any final contract.

8. Multi-Party Bids

Bids may contemplate performance of the Work by a multi-party team, meaning two or more separate businesses working together to perform the Work. In such cases, the Bid should clearly describe the proposed roles and responsibilities of each business in the team and are required to appoint a single member of the multi-party team as the “Bidder”.

The single-member Bidder will be the primary contact for all communications with YESAB during the Bid submission and evaluation process and, if selected, the contract finalization process. If successful, the entity assigned as Bidder will be the legal entity that will sign the contract with YESAB and will assume the full responsibility under the contract for the performance of all team members’ obligations in providing the Work.

9. Bid Packaging and Submission Instructions

Bid packaging instructions are set out in the Submission Confirmation Form in the Bidder’s Workbook. Bidders must submit their Bids through the Bid Submission System identified on the cover page. Delivery by another means or to any other location will result in Bid rejection.

Bidders are solely responsible for making sure their Bid is fully received by the YESAB email system by the Submission Deadline. Delays caused by technical issues, such as internet connectivity issues or file sizes being too large, do not excuse a late Bid, even if the delay was due to causes beyond the Bidder’s control. Bidders should allow sufficient time to account for potential problems when scheduling their Bid submission and a failure to do so is at Bidder’s risk.

10. Bid Review and Rectification

All Bids received on time will be checked for completeness and for compliance with the essential requirements including: (a) all mandatory Bid documents are included; and (b) the Bid was prepared using the Bid submission forms and in accordance with the instructions in the Bidder’s Workbook with no material changes to the forms. Bids failing to meet a mandatory Bid submission requirements will be disqualified without notice.

If there are administrative deficiencies, a Bidder may be sent a request to rectify the deficiency within a specified period of time. If the noted deficiencies are not rectified within the specified time period, the Bid may be disqualified. For purposes of this section, “administrative deficiencies” are errors or omissions that do not, when remedied, add to the contents of the Bid for Bid eligibility or scoring purposes and may include, as examples, a missing signature or missing contact information on the Submission Confirmation Form, failing to identify a single bidder as the Bidder on a multi-party Bid, missing contact information on a reference form.
11. Bid Evaluation and Ranking

Ranking of Bids will be based on the Total Bid Score achieved by compliant Bids. Scores will be assigned based on the table below.

<table>
<thead>
<tr>
<th>Component</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandatory Requirements (if applicable)</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Technical Bid</td>
<td>80%</td>
</tr>
<tr>
<td>Financial Bid</td>
<td>20%</td>
</tr>
<tr>
<td><strong>Total Bid Score</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

Bids will be evaluated in accordance with the following steps:

**Step 1. Mandatory Requirements**

Bids will be reviewed to ensure they meet the mandatory requirements listed in the Mandatory Requirements Form, if any. If a mandatory requirement is not satisfied, the Bid will be disqualified and will not proceed to the next step.

**Step 2. Technical Bid Evaluation**

Technical Bids will be evaluated based on the criteria, weightings and rating scale described in the Technical Bid Instructions document in the Bidders Workbook.

Only Bidders achieving the minimum required scores for each category as noted in the Technical Bid Instructions (if any) will proceed to the Financial Bid Evaluation.

If no Technical Bid achieves the required minimum scores after the above evaluation, YESAB may elect to proceed to the Financial Bid Evaluation with the highest scoring Technical Bid or may elect to cancel the RFP process.

**Step 3. Financial Bid Evaluation**

Bidders must provide all requested pricing information in accordance with the instructions in the Financial Bid Form. The Total Bid Price in the Financial Bid Form will be used to calculate each Bidder’s Financial Bid score.

Where there are 3 or more Bids proceeding to this Step 3, prior to calculating scores, YESAB will perform an interim selection process to ensure only Bids within a certain price range are considered. This is achieved by calculating an average Total Bid Price which is the sum of Total Bid Prices of all Bids in this step and dividing the total amount by the number of eligible Bids in this step. All Bids which are outside 25% of the average Total Bid Price will be set aside and not considered further.

All remaining eligible Financial Bids will be scored based on a relative pricing formula using the Total Bid Price. Each Bidder’s score out of the maximum available points will be calculated in accordance with the following formula:
Bidder’s Financial Bid Score =

\[(\text{Lowest Total Bid Price among eligible Financial Bids ÷ Bidder’s Total Bid Price}) \times 20 \text{ points}\].

Step 4. Total Bid Score and Ranking

Following the evaluation of Financial Bids, the Total Bid Score will be calculated, which is the sum of total points achieved for the Technical Bid and the Financial Bid for each Bidder. Bidders will then be ranked from highest Total Bid Score to lowest Total Bid Score. Once the Bids have been evaluated and ranked, YESAB will proceed to the pre-contract verification stage with the top ranked Bidder, as described below.

12. Pre-Contract Verification

Prior to finalizing the contract with the highest ranked Bidder, YESAB may verify the information provided in the selected Bidder’s Bid, as set out below, and confirm the selected Bidder’s willingness and ability to perform the contract.

YESAB may choose not to award the contract to the selected Bidder or, as a condition of award, to require a replacement of a subconsultant or subcontractor, if YESAB becomes aware of information that indicates, in YESAB’s reasonable opinion: (a) that the Bidder or any Bidder subconsultant or contractor lacks the capacity to deliver the Work in accordance with their Bid or this solicitation document, or (b) it would not be in the public interest to award the contract such as where there is evidence of criminal activity, professional misconduct, insolvency, or a history of significant or persistent deficiencies in performance.

Further, if the selected Bidder fails to cooperate or fails to deliver required information to YESAB within 5 business days of YESAB’s request, YESAB may cancel the award and proceed to the next ranked Bidder or cancel the Bid process.

12.1 Verification of References, Experience and Qualifications

YESAB may, in its sole discretion, verify the highest ranked Bidder’s references. YESAB may also consider the selected Bidder’s or any team member’s past performance or conduct on previous contracts with YESAB. YESAB may contact third parties in addition to references provided by the Bidder to verify the experience and qualifications described in the Bidder’s Bid.

YESAB may choose not to contract with any Bidder that fails the reference check, that has a history of poor past performance, or that has misrepresented its experience or qualifications.

12.2 Verification of Pricing

The selected Bidder may be asked to provide additional breakdown of its pricing.

If the selected Bidder’s pricing appears to be abnormally low, the Bidder may be required to provide a detailed explanation of the pricing information and confirm that all requirements have been taken into account. This may require the Bidder to provide invoices from other projects where the prices were applied, or to otherwise justify and explain its cost structure, including Bidder’s actual costs, assumed profit and overhead. YESAB may choose not to contract with any Bidder that is unable to account for the abnormally low pricing to the satisfaction of YESAB.
12.3 Confirmation of Assigned Personnel

If the evaluation criteria included an evaluation of project team personnel, the Bidder will be asked to confirm the availability of named personnel to perform the role described in the Bid. If the Bidder is unable to confirm the availability of such personnel for the applicable roles, and an equivalent substitute acceptable to YESAB is not available, YESAB may choose not to contract with the Bidder.

12.4 Verification of Required Insurance and WCB

In order to proceed with finalization of the contract, the selected Bidder will be required to provide proof of insurance and confirmation that the Bidder is in good standing with the workers safety and compensation board (WCB).

13. Finalization of Contract

Following successful completion of the pre-contract verification process and YESAB’s receipt of required pre-contract materials, a contract will be finalized based on the contract described in Part 3 - Contract.

YESAB does not intend to negotiate substantive changes to the terms and conditions and may reject a Bidder that insists on making substantive changes.

If the selected Bidder is required to countersign the contract and has failed to do so within 5 business days of YESAB’s request, YESAB may cancel the award and proceed to the next ranked Bidder or cancel the Bid process.

14. Notification and Debriefs

After YESAB has concluded the Contract with the successful Bidder, a notice of award will be published on the Tender Notice Platforms. Upon request emailed to yesab@yesab.ca referencing RFP#, Title and RFP Contact Name, YESAB will provide an unsuccessful Bidder with a debrief to discuss strengths and weakness of the Bid and explain why the Bid was not successful. Information about the other Bidders or their Bids will not be discussed. Bidders should submit a request a debrief within 30 calendar days of the award notice. YESAB may refuse to provide a debrief if requested beyond this timeframe.

15. Complaint Resolution

Any Bidder that has questions or concerns about the outcome of the Bid process should first request a debrief. If, following the debrief, the Bidder wishes to challenge YESAB’s decision in respect of the Bid process, the Bidder should submit a written complaint by email to yesab@yesab.ca referencing RFP#, Title and RFP Contact Name, within 5 business days of attending the debrief or, if the supplier is not a Bidder, within 5 business days of (i) becoming aware of the basis for a procurement complaint or (ii) date of publication of award. YESAB will review and respond to the Bidder’s complaint within 20 business days. A complaint must be in writing and must include the following details:

(a) A precise statement of the relevant facts;
(b) An identification of the decision being challenged and the issues to be resolved;
(c) A clear summary of the Bidder’s position and supporting documentation; and
(d) The Bidder’s requested remedy.
PART 2 — SCOPE OF WORK

1. Introduction

YESAB requires technical subject matter expertise to support project assessments conducted pursuant to the *Yukon Environmental and Socio-economic Assessment Act, S.C. 2003 c.7.*

This Scope of Work describes the scope of potential Work to be performed under Task Authorizations made pursuant to the Standing Arrangement.

2. High Level Service Specifications

The Consultant is the prime Consultant and is responsible to contract with any subconsultant or specialty consultants required for the delivery and performance of Work. The services outlined apply not only to the Consultant, but to any subconsultant and specialty consultant disciplines assigned by the Consultant for the performance of Work under the Contract. The Consultant is responsible for the performance of subconsultants, and specialty consultants appointed by the Consultant to perform Work.

Team members may be qualified to provide services in more than one discipline.

The Consultant may be required to work as part of a collaborative team including YESAB representatives and YESAB-appointed consultants and contractors.

2.1 Required Subject Matter Expertise

In general, the Work consists of providing subject matter expertise on an “as and when needed” basis to support YESAB’s review of environmental assessment policy, processes and reports.

The Consultant is required to have available the personnel named in the Contract that are qualified and capable of performing Work in the following areas:

(a) Policy Specialist  
(b) Program Design Specialist  
(c) Engagement Specialist  
(d) Facilitation Specialist

2.2 Scope of Potential Tasks

Services may include the following, as specified in the individual Task Authorization:

(a) Background research and familiarization with YESAB guidance, regulations and context  
(b) Jurisdictional scan  
(c) Analysis and synthesis of information  
(d) Development of recommendations for YESAB’s consideration  
(e) Oral and written presentation of review summaries and recommendations  
(f) Coordinate and deliver internal workshops on recommendations  
(g) Coordinate and facilitate First Nation and stakeholder engagement sessions  
(h) Coordinate public comment period  
(i) Draft revised guidelines or processes for YESAB’s consideration
Finalize Guidelines and provide implementation plan for roll-out to staff/participants.

2.3 Description of Potential Tasks

The Work that may be undertaken as part of this include:

- Revision/development of YESAB internal or external policy and guidance documents.
- Development of YESAB assessment report templates.
- Development of a framework for creating and implementing different levels or tiers of Designated Office evaluations, that is consistent with YESAA and the regulations. The framework will be a mechanism to ensure that the level of assessment of Designated Office projects is proportional to the complexity, sensitivity and potential impacts of the project. For example, simple projects (driveways, culverts, telephone poles) could be subject to a more streamlined evaluation process than other projects.

The following tasks may be undertaken to support the development of the above Work:

a) Background research and familiarization with YESAB guidance, regulations and context
   - Review applicable sections of YESAA
   - Review YESAB guidance and process documents
   - Engage with YESAB staff (individual and/or group interviews and workshops)
   - Prepare a summary of findings

b) Jurisdictional scan
   - Review legislation of other jurisdictions (such as British Columbia, NWT, NIRB, IAAC)
   - Interview representatives of other jurisdictions
   - Prepare a summary of findings

c) Initial Findings and Recommendations
   - Synthesize information obtained in steps a) and b) in draft report
   - Provide draft memo for comment
   - Prepare initial recommendations

d) YESAB Workshop on Initial Recommendations
   - Pre-workshop planning
     - Venue booking
     - Catering
     - A/V
     - Invitations to participants
   - Presentation planning
     - Develop draft agenda for approval by YESAB
     - Develop workshop materials
   - Workshop
     - Facilitate workshop
PART 2 – SCOPE OF WORK

- Present initial recommendations and lead discussions to ensure concrete actions and next steps are identified
- Prepare summary of workshop proceedings and outcomes

e) First Nation and Stakeholder engagement
- Pre-workshop planning
  - Venue booking
  - Catering
  - A/V
  - Invitations to participants
  - Advertising
- Coordinate and book all travel and accommodation requirements for consultant team/YESAB
- Presentation planning
  - Develop draft agenda for approval by YESAB
  - Develop workshop materials
  - Printing of any hard copies of materials
- Workshop/Sessions
  - Facilitate workshop
  - Present initial recommendations and lead discussions to ensure concrete actions and next steps are identified
- Prepare summary of workshop proceedings and outcomes
- Present to YESAB on results of First Nation and Stakeholder engagement

f) Public Comment period
- Develop materials for public comment period
- Responsible for advertising public comment period
- Coordinate public comment period (responding to questions)
- Collect and manage all responses
- Draft summary of comments received
- Present to YESAB on results of public comment period

g) Draft Preliminary Guidance
  - Draft preliminary guidance document
  - Present draft guidance document to YESAB senior staff

h) YESAB workshop on preliminary Draft guidance
- Pre-workshop planning
  - Venue booking
  - Catering
  - A/V
  - Invitations to participants
- Presentation planning
  - Develop draft agenda for approval by YESAB
  - Develop workshop materials
- Workshop
3. Consultant Responsibilities

The Consultant is responsible for performing tasks required to deliver the Work set out in each Task Authorization which may include the following:

(a) Reviewing materials provided by YESAB’s Project Manager.
(b) Completing jurisdictional scans.
(c) Interviewing YESAB representatives.
(d) Facilitating workshops and presentations.
(e) Coordinating workshops and information sessions.
(f) Providing recommendations to YESAB for consideration.
(g) Summarizing reviews and recommendations in memos.
(h) Presenting findings to YESAB staff and board members.
(i) Coordinating and directing the work of all Consultant Team members including sub-consultants and specialists.
(j) Obtaining Project Manager acceptance for deliverable before proceeding to the next deliverable.
(k) Accurately communicating scope, budget, and scheduling issues to the Project Manager and Consultant Team sub-consultants and specialists.
(l) Attending meetings as required.
(m) Recording the issues and decisions.
(n) Preparing and distributing minutes of the meeting as requested by the YESAB Project Manager.
(o) Ensuring all meeting materials are prepared in an environmentally conscious manner i.e., using electronic documents or double-sided hard copies.
(p) Ensuring sub-consultants attend required meetings.
(q) Obtaining written authorization from the YESAB Project Manager before proceeding from one phase to the next phase of Work as specified in the Task Authorization.
(r) Coordinating all services with the YESAB Project Manager.
(s) Delivering Work utilizing best practices, respecting the approved financial budget, schedule, scope and quality requirements.
(t) Establishing a cohesive functional partnership and open communication between all members of the Project Team and stakeholders throughout all phases of the Work.
(u) Ensuring that the Consultant team has an in-depth understanding and collective ‘buy-in’ of the Work requirements, scope, budget and scheduling objectives, working constructively to build a
collaborative and cooperative team approach with knowledgeable and timely input and contribution by all Project team members, including representatives from YESAB.

(v) Conducting rigorous, timely and effective internal quality assurance reviews during all phases by following the guidance of a Consultant-developed quality management plan.

(w) Providing a written response to all YESAB comments included in Quality Assurance reviews conducted throughout the Contract.

(x) Establishing and maintaining a change control procedure for scope changes.

(y) Providing continuous and comprehensive documentation of the task at all stages of the Work implementation.

(z) Ensuring continuity of key personnel and maintaining a dedicated working team for the life of the Work.

(aa) At the end of a Task Authorization, submitting Work records to Project Manager, participating in Lessons learned workshops and preparing and submitting a final debriefing report to the Project Manager

4. **YESAB Responsibilities**

(a) **Administration:**
   - YESAB administers the Work and exercises continuing control over the Work during all phases of the Contract.

(b) **Reviews**
   - YESAB will review the work at various stages and reserves the right to reject unsatisfactory work at any stage.
   - If later reviews show that earlier acceptances must be withdrawn, the Consultant will redraft and re-submit at no extra cost.

(c) **Acceptance**
   - YESAB acceptance of submissions from the Consultant simply indicates that, based on a general review, the material complies with YESAB objectives and practices, and meets overall Work objectives
   - Acceptance does not relieve the Consultant of professional responsibility for the work and for compliance with the contract.

(d) **Project Management**
   - YESAB will assign a Project Manager to the Contract.
   - The Project Manager is directly responsible for:
     a. The progress and administration of the Work, on behalf of YESAB
     b. Day-to-day project management and is the Consultant’s single point of contact for direction.
     c. Providing authorizations to the Consultant on various tasks throughout the Work.
d. The liaison amongst and between the Consultant, YESAB, and other Consultants and contractors and also manages stakeholders.

(e) Contract Management
- YESAB will assign a Contract Manager to the Contract.
- The Contract Manager is directly responsible for:
  a. The administration of the Contract, on behalf of YESAB
  b. Providing Task Authorizations and Contract amendments to the Consultant, as necessary
  c. Processing Contract Extensions (option years) and final close-out

(f) Professional & Technical Resources Team
- As required, provides professional advice and quality assurance reviews of Consultant deliverables by Engineering, Geoscience and Science professional disciplines (using in-house and external resources).
- Participates as necessary and may attend meetings on behalf of the Project Manager.

5. Communication, Correspondence and Meetings

The following requirements are deemed incorporated into each Task Authorization unless otherwise explicitly stated in the Task Authorization.

(a) Communication
- In general, communications will be through the Project Manager, unless directed otherwise. This includes formal contact between the Consultant, the YESAB Project Team and other Consultants.
- Direct communication between members of the YESAB Project Team and the Consultant on routine matters may be required for resolution of technical issues. However, this will not alter scope of work, budget or schedules, unless confirmed in writing by the Project Manager.

(b) Correspondence
- All correspondence from the Consultant will be distributed as directed by the Project Manager.
- All correspondence must refer to the Contract name/number, YESAB Contract title, YESAB Project number and File number and a date (i.e., Month/Day/Year).

(c) Meetings
- Meetings with YESAB and other Consultants will typically be held virtually.
- The Project Manager will arrange meetings on a frequency applicable to the scope of work, throughout all phases of the Work, with representatives from YESAB and the Consultant team.
- The Consultant will:
  a. Prepare minutes of meetings.
  b. Forward minutes to YESAB
- These meetings are for the accurate exchange of information.
PART 2 – SCOPE OF WORK

- All requests and decisions taken must follow the formal lines of communications.
- Endeavour to hold all meetings in an environmentally responsible manner (i.e., Electronic copies of documents where possible or double-sided hard copies).
- Respond to minutes as required prior to the next meeting.

(d) Work Response Time
- The Consultant must ensure that all key personnel are personally available to attend meetings as required and respond to inquiries promptly.

(e) Submissions to YESAB
- Submissions to YESAB will be provided via email.
- The electronic deliverables will be provided using Microsoft applications.
- Alternatively, the Consultant may submit all work in Adobe Acrobat *.pdf (both locked and unlocked versions).

(f) YESAB Review
- The Project Manager will conduct quality assurance reviews on memos or presentations prepared by the Consultant, in a manner and at stages noted herein. The Consultant will respond in writing to YESAB’s comments, in a timely manner and will be held accountable for delays if proper and timely responses do not occur.
- Such reviews are not intended as a check against errors or omissions contained within the documents submitted. The Consultant is responsible for any such errors or omissions, regardless of any review by YESAB.
- While YESAB acknowledges the Consultant's obligations to meet Work requirements, the deliverables delivery process entitles YESAB to review the Work. YESAB reserves the right to reject unsatisfactory work. The Consultant must obtain the Project Manager’s acceptances during each of the stages of Work.
- Acceptances indicate that, based on a general review of material for specific issues, the material is considered to comply with YESAB objectives and practices and that overall Work objectives should be satisfied. The acceptance does not relieve the Consultant of professional responsibility for the Work and compliance with the terms and conditions of the Contract.
- Project Manager acceptances do not preclude the possibility that the Work may be determined to be unsatisfactory at later stages of review (e.g., there may be more than one (1) draft version of a report required).

(g) YESAB Professional & Technical Resources Team Review and Approval
- The purpose of this review is technical quality assurance.
- Submission documents will be in the following format: memo, oral presentation and other format as required.
1. **Form of Contract**


The Standing Arrangement establishes terms and conditions governing the Consultant’s provision of the Work on an “as and when required basis” pursuant to individual Task Authorizations issued by YESAB, as further outlined in the Standing Arrangement.

The Task Authorization process is as described in in the Standing Arrangement.

Subject to any minimum purchase commitments specified in the Standing Arrangement or this RFP, YESAB is not committed to purchase any Work unless and until a Task Authorization is executed by YESAB.

2. **Contract Term – Initial Term and Optional Extensions**

The Standing Arrangement shall have an **initial term of 3 years.** YESAB may, in its sole discretion by written notice, extend the term of the Contract for **up to an additional 3 years,** which extension may be implemented in a single extension, or multiple extensions.
BIDDER’S WORKBOOK
The Bidder’s Workbook contains the Bid submission forms and submission instructions. Bidders must follow the instructions and use the forms in the Bidder’s Workbook when preparing their Bid. If a Bidder uses a different form or approach, the Bid may be disqualified.

The following Bid Submission Forms must be used in the preparation of Bidder’s Bid package:

<table>
<thead>
<tr>
<th>FORM</th>
<th>REQUIRED?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandatory Requirements Form</td>
<td>NO</td>
</tr>
<tr>
<td>Technical Bid</td>
<td>YES</td>
</tr>
<tr>
<td>Financial Bid Form</td>
<td>YES</td>
</tr>
<tr>
<td>Submission Confirmation Form</td>
<td>YES</td>
</tr>
</tbody>
</table>
MANDATORY REQUIREMENTS FORM

NOT REQUIRED
TECHNICAL BID INSTRUCTIONS

1. Instructions to Bidders

Bidders must prepare and submit a Technical Bid as part of their submission. The Technical Bid is required to provide the information requested below in the order specified.

2. No Hyperlinks

Bidders should not embed hyperlinks in their Bid. Bidders are advised that any external information not included in the Bid documents that is accessible through hyperlinks embedded in the Technical Bid will be ignored and not scored in the evaluation.

3. Cautionary Note for Existing and Prior Consultants

If the Bidder has previously contracted with YESAB, the Bidder must not assume that its Bid will be evaluated based on YESAB’s existing knowledge of the Bidder’s products, services, experience, or qualifications. Each Bid will be evaluated based on the actual Bid contents.

4. Rating Scale

For Bidder’s information, this is the scale that will be used by YESAB to rate responses.

<table>
<thead>
<tr>
<th>Rating (% of available points)</th>
<th>Bidder Response</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0%</td>
<td>No Response</td>
<td>Response was not provided</td>
</tr>
<tr>
<td>20%</td>
<td>Very Poor Response</td>
<td>Response provided but information is very limited or not relevant to the evaluation criteria.</td>
</tr>
<tr>
<td>40%</td>
<td>Poor Response</td>
<td>Response does not satisfy the evaluation criteria or align with stated preferences or expectations and/or details provided are unclear.</td>
</tr>
<tr>
<td>60%</td>
<td>Satisfactory Response</td>
<td>Response generally satisfies the evaluation criteria but lacks detail and does not provide clear justifications for deviations from stated preferences or expectations.</td>
</tr>
<tr>
<td>80%</td>
<td>Good Response</td>
<td>Response satisfies the evaluation criteria, provides sufficient detail and provides clear and compelling justifications for deviations from any stated preferences or expectations.</td>
</tr>
<tr>
<td>100%</td>
<td>Excellent Response</td>
<td>Response is detailed and comprehensive, clearly and completely satisfies the evaluation criteria, and meets or exceeds any stated preferences and expectations.</td>
</tr>
</tbody>
</table>
5. **Overview Table**

<table>
<thead>
<tr>
<th>Overview of Technical Bid Evaluation Criteria</th>
<th>Maximum Points</th>
<th>Minimum Points to Pass</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Bidder Background and Experience</td>
<td>90</td>
<td>54</td>
</tr>
<tr>
<td>(b) Key Personnel Background and Experience</td>
<td>150</td>
<td>105</td>
</tr>
<tr>
<td>(c) General Approach to Services</td>
<td>30</td>
<td>18</td>
</tr>
<tr>
<td>(d) Illustration of Approach to Services – Hypothetical Example</td>
<td>60</td>
<td>42</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>330</strong></td>
<td><strong>219</strong></td>
</tr>
</tbody>
</table>

6. **Requested Bidder Information & Evaluation Criteria**

(a) **Bidder Background and Experience** *(Maximum Points 90 – 30 points per project/ Minimum Points: 54)*

Describe the Bidder’s qualifications and experience as prime Consultant for applicable project works including any accomplishments and achievements.

Provide a description of a maximum of 3 projects completed within the last 8 years. Multi-party Bids should also only provide 3 projects. If more than 3 projects are listed, the evaluation will only consider the first 3 projects. Any additional projects listed will not be scored. If Consultant team is a partnership or joint venture, at least one project involving each member of the team must be included in the project summaries. If the Consultant team is a partnership or joint venture, a project involving the team working together should be provided.

It is requested that Bidders limit the project descriptions to two (2) pages each.

Information that should be supplied:

- Provide a brief project including start date and end date, the scope of work, description and intent of the work. Narratives should include a discussion of the philosophy / approach to identify and resolve challenges in achieving project objectives.
- Clearly indicate how the reference project is comparable/relevant to the Work described in this RFP.
- Explain approach to budget control and management - i.e., Initial contract value & final cost - explain variation.
- Project schedule control and management – Provide the initial schedule and revised schedule - explain variation.
• Names of key personnel responsible for project delivery. Preference may be given to project summaries that include Key Personnel that are identified in the Technical Bid.
• Awards received / accomplishments / achievements.

(b) Key Personnel Background and Experience (Maximum Points 150 / Minimum Points: 105)

Describe the experience and performance of key personnel to be assigned to this Work, whether or not such experience was gained with the Bidder firm. This is the opportunity to emphasize the strengths of the individuals on the team, to recognize their past responsibilities, commitments and achievements.

Individuals may be proposed for multiple positions, as long as they can meet minimum requirements for each position.

Bidders may subcontract personnel for key personnel roles.

Provide a resume / CV for each key personnel that includes the following, as well as the specific skills identified for each key personnel. It is requested that Bidders limit the resume to two (2) pages and focus on experience outlined below and relate it to items listed in Part 2 – Scope of Work.

Senior Policy Specialist

At least 15 years of experience in recommending the creation of amendments, or the development of new policies or procedures, in accordance with current research and political priorities, and supported by thorough analysis.

Experience in northern Canada plus experience in other jurisdictions will be considered assets in the evaluation.

Intermediate Policy Specialist

At least 5 years of experience in recommending the creation of amendments, or the development of new policies or procedures, in accordance with current research and political priorities, and supported by thorough analysis.

Experience in northern Canada plus experience in other jurisdictions will be considered assets in the evaluation.

Senior Program Design Specialist

At least 15 years of Experience with research, analysis and design of programs related to environmental and socio-economic assessment.

Experience in northern Canada plus experience in other jurisdictions will be considered assets in the evaluation.
Intermediate Program Design Specialist

At least 5 years of Experience with research, analysis and design of programs related to environmental and socio-economic assessment.

Experience in northern Canada plus experience in other jurisdictions will be considered assets in the evaluation.

Engagement Specialist

At least 15 years Experience with preparing engagement and communications strategies and planning and managing full community engagement programs. Must have demonstrated experience in engagement in northern and cross-cultural settings.

Facilitation Specialist

At least 15 years of Experience with coordinating and facilitating workshops with various levels of Government, NGOs, Indigenous Peoples, Industry on a wide variety of topics in a culturally appropriate manner. Must have demonstrated experience in a northern and cross-cultural settings.

Information that should be supplied:

- relevant experience, expertise and number of years of experience in the position proposed
- role, responsibility and degree of involvement of individual in past projects, specifically for work with environmental and socio-economic review boards
- professional accreditation, as related to the role
- accomplishments/achievements/awards

(c) General Approach to Services  (Maximum Points 30 / Minimum Points: 18)

The Bidder should describe how it proposes to perform the services and meet the constraints; how the services will be managed to ensure continuing and consistent quality control and compliance with budget and timelines, as well as production and communication efficiency; how the team will be organized and how it will fit in the existing structure of the firms; to describe how the team will be managed. The Bidder is also to identify sub-consultant disciplines and specialists required to complete the Consultant team.

If the Bidder proposes to provide multi-disciplinary services which might otherwise be performed by a sub-consultant, this should be reflected here.
Information that should be supplied:

- Confirm the makeup of the full Project Team including the names of the Consultant sub-consultants and specialists’ personnel and their role on the project.
- Organization chart with position titles and names (Consultant team). Joint Venture business plan, team structure and responsibilities, if applicable.
- What back-up will be committed
- Profiles of the key positions (specific assignments and responsibilities)
- Outline of an action plan of the services with implementation strategies and sequence of main activities
- Budget control process
- Scheduling control process
- Reporting relationships / structure between Consultant, sub-consultants and YESAB
- Communication strategies

(d) Illustration of Approach to Services – Hypothetical Example (Maximum Points 60 / Minimum Points: 42)

In response to the hypothetical example provided below, the Bidder should demonstrate their approach to the performance of Work and highlight Bidder’s understanding and sensitivity to YESAB’s context.

The Bidder should identify the personnel (out of the list of required resources named above) that will be involved in the work and all of the activities that the Bidder would have to complete as YESAB’s QA representative as well the steps to manage the Consultant work internally.

The Bidder should demonstrate capability to perform the services in the hypothetical example, meet the hypothetical challenges and to provide a plan of action.

Hypothetical Example

The Bidder is to provide a response to the following hypothetical scenario:

The Yukon Environmental and Socio-Economic Assessment Board is reviewing and updating the organization’s Assessment Methodology Information Bulletin. The revision is to be completed by September 1, 2024. The update is to ensure that the organization’s methodology is consistent with current best practice, and that the bulletin sets out methodology that will be applied in all assessments. YESAB is retaining a consultant to manage this work.
Understanding of the Project

The Bidder should demonstrate understanding of the goals of the hypothetical project, engagement requirements, the constraints and the issues that will affect the hypothetical project including, but not limited to:

- An understanding and appreciation of the unique nature of the project
- Engagement requirements.

Information that should be supplied:

- A workplan to complete the project from start up meeting to YESAB approval of revised Information Bulletin.
- Broad goals and objectives of the work.
- Significant issues, challenges and constraints.
BIDDER’S WORKBOOK

FINANCIAL BID FORM

1. Instructions to Bidders

Bidders must complete the Financial Bid Table and submit the completed Financial Table as their Financial Bid. The Financial Bid should be submitted as a single .pdf file and submitted as a standalone form, separate from the Technical Bid and other forms. The completed Financial Bid table of the successful Bidder and the provisions in this form will be incorporated into the Standing Arrangement.

2. Financial Bid Table

The financial bid table below has been developed using a representative allocation of work over a 3-year period based on YESAB’s historical usage. These estimated hours are not a guarantee of a minimum level of work. For YESAB’s minimum guarantee of work, see below under Section 5 (Minimum and Maximum Contract Value).

The extended price will be used for Bid evaluation process and does not relate to a specific project. Actual fees for specific projects will be as set out in YESAB-approved Task Authorizations made pursuant to the Standing Arrangement, as detailed in Part 3 – Contract.

The Total Bid Price will be used for bid evaluation purposes and to calculate the Minimum Contract Value and Maximum Contract Value as set out in Section 5 (Minimum and Maximum Contract Value):

<table>
<thead>
<tr>
<th>#</th>
<th>Position/Title</th>
<th>Est. Hours</th>
<th>Hourly Rate (fixed for initial term)</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Policy Development Specialist (Senior)</td>
<td>400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Policy Development Specialist (Intermediate)</td>
<td>200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Policy Development Specialist (Junior)</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Research, design and program development expert (Senior)</td>
<td>400</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Research, design and program development expert (Intermediate)</td>
<td>200</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Research, design and program development expert (Junior)</td>
<td>100</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Engagement Specialist
- 300

### Facilitation Specialist
- 300

### Administration
- 100

<table>
<thead>
<tr>
<th>SUB-TOTAL - FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL BID PRICE</strong></td>
</tr>
</tbody>
</table>

### TRAVEL
- $100,000

- All monetary values must be stated in Canadian dollars and are exclusive of GST/HST and other applicable sales taxes.
- In the case of a discrepancy between the Extended Price or totals and the unit prices, the unit price will apply, and the Extended Price and totals will be corrected by YESAB.

#### 3. Prices and Price Adjustments for Optional Extension Periods

The prices in the Financial Bid Table shall remain fixed for the initial term of the Contract. Except as expressly stated in the RFP document or in an agreed Task Authorization, the prices are all-inclusive rates including all labour, materials, insurance, contract security, photocopies, telephone charges, overhead, profit, taxes and all other costs associated with providing all the Work, materials, and carrying out the activities outlined in the Scope of Work and the Standing Arrangement.

Prior to extending the term of the Standing Arrangement beyond the initial term, hourly rates will be adjusted using the Statistics Canada Professional, Scientific and Technical Services (North American Industry Classification System (NAICS)) index as published at the following location: [https://www150.statcan.gc.ca/t1/tbl1/en/cv!recreate.action?pid=1410020301&selectedNodeIds=3D2,4D143,4D295&checkedLevels=0D1,1D1&refPeriods=20220101,20221201&dimensionLayouts=layout2,layout2,layout3,layout2&vectorDisplay=false](https://www150.statcan.gc.ca/t1/tbl1/en/cv!recreate.action?pid=1410020301&selectedNodeIds=3D2,4D143,4D295&checkedLevels=0D1,1D1&refPeriods=20220101,20221201&dimensionLayouts=layout2,layout2,layout3,layout2&vectorDisplay=false) or such other website address on the Statistics Canada website as may be applicable at the appropriate time.

The following formula will be used to calculate the percentage change:

\[ P = [(A/B) - 1] \times 100\% \]

Where:
- \( P \) = Percentage Change
- \( A \) = Sum of Indices for the calendar year immediately preceding the option year
- \( B \) = Sum of the Indices calendar year 2 years immediately preceding the option year

**Example:**

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Sum of Indices</th>
<th>% increase in rates for the following year</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>17070.18</td>
<td>-</td>
</tr>
<tr>
<td>2020</td>
<td>17565.47</td>
<td>2.90%</td>
</tr>
</tbody>
</table>
This will result in either an increase or decrease to the then applicable hourly rates. The new hourly rates will be as set out in an amendment to the Standing Arrangement. Any resulting adjustments will be effective no sooner than the start of the effective date of the extension period and approved in writing by the Contract Authority.

Where there are outstanding Task Authorizations at expiration of the initial term of the Standing Arrangement, the Work performed under the existing Task Authorization will be based on rates from the initial term unless otherwise approved in writing by YESAB.

4. **No Overtime Rates**

All overtime must be charged at the hourly rate specified in the Contract. No multiplier shall be allowed.

5. **Minimum and Maximum Contract Value**

For purposes of this Section, the “Maximum Contract Value” means the Total Bid Price set out above and the “Minimum Contract Value” means 10% of the Maximum Contract Value.

YESAB’s commits to purchase Work valued at not less than the Minimum Contract Value over the initial term. Should the Minimum Contract Value not be expended by the end of the initial term of the Standing Arrangement, YESAB shall have the option to pay the Consultant the balance of this amount in full satisfaction of its minimum purchase commitment. The Minimum Contract Value will be reset for each extension period. In consideration of this minimum purchase commitment, the Consultant shall remain available throughout the applicable term to perform the Work described in the Standing Arrangement. YESAB’s maximum liability for Work shall not exceed the Maximum Contract Value, unless an increase is authorized in writing by YESAB’s Contracting Authority.

YESAB will have no obligation to the Consultant under this clause if YESAB terminates the Contract in whole or in part for default.

6. **Disbursements**

YESAB will only reimburse the Consultant for pre-approved Major Disbursements, as described in this section. Major Disbursements include pre-approved exceptional subcontracting and sub-consulting requirements and one-time large printing jobs exceeding $100. To qualify for reimbursement, Major Disbursements must be specified and priced in the YESAB-approved Task Authorization document as a separate chargeable disbursement. One-time expenses under $100 or any expenses that are related to the normal operation of the Consultant’s business are not eligible for reimbursement. The amounts payable by YESAB shall not exceed the amount specified in the related Task Authorization and may be invoiced at cost without allowance for mark-up or profit and must be supported by invoices/receipts.

7. **Travel and Living Expenses**

For all travel as requested by YESAB in individual Task Authorizations, the consultant will be paid for reasonable and proper travel and living expenses at cost, supported by appropriate receipts, incurred by
personnel directly engaged in the performance of the Work, calculated in accordance with then-current federal government Treasury Board Guidelines on Travel and Living Expenses.
SUBMISSION CONFIRMATION FORM

1. Bidder Information

<table>
<thead>
<tr>
<th>The full legal name of the Bidder/Prime Consultant:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder Address:</td>
</tr>
<tr>
<td>Bidder Contact Person (name, title):</td>
</tr>
<tr>
<td>Telephone:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
</tbody>
</table>

2. Multi-Party Bids

<table>
<thead>
<tr>
<th>Legal name/address of all participating firms/entities:</th>
</tr>
</thead>
</table>

3. Confirmation of Submission Forms

<table>
<thead>
<tr>
<th>FORM</th>
<th>CONFIRM INCLUDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandatory Requirements Form (only if applicable)</td>
<td>☐</td>
</tr>
<tr>
<td>Technical Bid</td>
<td>☐</td>
</tr>
</tbody>
</table>

PACKAGED SEPARATELY:

| Financial Bid Form (.pdf) | ☐ |

4. Bid Packaging Instructions

The following are the Bid packaging instructions:

- Bids must be submitted to the Bid Submission System specified on the cover page.
- Bids must be prepared in accordance with the Bidders Workbook instructions.
- Bids should be submitted as .pdf documents unless otherwise specified in the RFP. While the .pdf documents may be either grouped together or submitted separately provided that the Financial Bid should be submitted as a standalone form.
5. No Public Statements or Lobbying

The Bidder must not publish, issue or make any statements or news release, electronic or otherwise, concerning its Bid, or any other Bid, the RFP process, or the award of the Standing Arrangement, without the express prior written consent of YESAB. The Bidder must not engage in any form of political or other lobbying whatsoever with respect to this RFP, or otherwise attempt to influence the outcome of the RFP process directly or indirectly by any manner whatsoever other than by submitting a Bid. This includes contacting any YESAB staff outside the Bid Submission System. A failure to respect the above restrictions may lead to disqualification of the Bidder.

6. Certification: No Collusion or Bid Rigging

The Bidder certifies that:

(a) the prices in their Bid have been arrived at independently from those of any other bidders;
(b) the prices in their Bid have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other bidder or competitor; and
(c) no attempt has been made, nor will be made, to induce any other person to submit, or not to submit a Bid, for the purpose of restricting competition.

A violation of the above may constitute collusion or bid rigging, which is a violation of the Competition Act punishable by fines or imprisonment. For information on unlawful collusion and bid rigging, see: https://www.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/04289.html

7. Certification: No Conflict of Interest or Unfair Advantage

YESAB will reject a Bid if YESAB determines there is an apparent, potential, or actual conflict of interest or unfair advantage that, in YESAB’s opinion, compromises the integrity of the competitive process or is incompatible with the Bidder’s impartial and unbiased performance of the Work, whether or not captured by the questions in this form. YESAB’s determination on this issue will be final. If there is any doubt, the Bidder is expected to ask YESAB for an opinion on whether a circumstance constitutes a disqualifying unfair advantage or conflict. A failure to do so is at the Bidder’s risk.

The Bidder is required to certify that it does not have a conflict of interest or unfair advantage by answering yes or no to the following statements:

| The Bidder has access to confidential information of YESAB that is relevant to this RFP process and is not available to other Bidders. | ☐ yes ☐ no |
| The Bidder (including any employee or proposed team member) (a) was involved in the development of any of the RFP documents or (b) received advice from someone involved in the development of any aspect of the RFP document. | ☐ yes ☐ no |
| The Bidder (including any employee or proposed team member) has previous or current business or personal relationships with any of YESAB’s officials, employees or representatives that could create an appearance of bias or | ☐ yes ☐ no |
advantage in the Bid process or is incompatible with the impartial and unbiased performance of the Work.

| The Bidder (including any employee or proposed team member) has commitments, relationships or financial interests that could be, or might appear to be, incompatible with the impartial and unbiased performance of the Work. |
| □ yes  □ no |

If the answer to any of the above questions is “yes”, please set out the details below to support an evaluation by YESAB:

8. Acknowledgement: Confidential Information, Access to Information Act

YESAB will use reasonable efforts to protect pricing, commercial terms and other sensitive and confidential information provided by the Bidders and identified as being confidential information ("Bidder Confidential Material"), however YESAB accepts no liability in the event that the Bidder Confidential Material, or any part of it, is disclosed even if YESAB, its advisors, staff, or consultants may have been negligent with respect to such disclosure.

The Bidder acknowledges that its name and total contract value will be publicly disclosed and that the Bid and any related information may be:

(a) disclosed to YESAB’s staff, advisors and consultants for the purposes of conducting the RFP process;
(b) disclosed to YESAB’s elected officials for the purposes of oversight and decision-making; and
(c) subject to public disclosure in accordance with Canada’s Access to Information Act or any other applicable information legislation.

9. Acknowledgement: YESAB Disclaimer

The Bidder accepts that YESAB does not have an obligation to award a contract in connection with this RFP and that the Bidder does not have any right to compensation in connection with its participation in the Bid process or its outcome, including claims for Bid preparation costs, loss of profit or loss of opportunity. YESAB will not be liable for any claim arising out of this Bid process.
ON BEHALF OF BIDDER AND, IF SUBMITTING A MULTI-PARTY BID THEN ON BEHALF OF ALL PARTICIPATING ENTITIES, THE FOLLOWING DULY AUTHORIZED REPRESENTATIVE CONFIRMS THAT THE TERMS OF THE BID PROCESS ARE UNDERSTOOD AND ACCEPTED BY ALL PARTIES NAMED IN THE BID:

<table>
<thead>
<tr>
<th>Signature:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>

This form may be executed by hand-written or electronic signature.