



REQUEST FOR PROPOSALS

(Value-Driven, Binding, Non-Negotiable, Two Envelope Submission Process)

Title:

Whitehorse area flood mapping study

Issued by:

Department of Environment – Water Science and Stewardship

Overview and Information:

Community: Whitehorse

Traditional Territory: Champagne and Aishihik First Nations,
Ta'an Kwäch'än Council, Kwanlin Dün First Nation

The purpose of this project is to assess, identify and map flood hazards for the community of Whitehorse and surroundings areas in accordance with the Canadian Federal Flood Mapping Guidelines Series.

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PREVIEW

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PART A: DEFINITIONS AND INTERPRETATION

1.0 Definitions

1. For the purposes of this RFP:
 1. **“Business Day(s)”** means a day that is not a Saturday, a Sunday or a statutory holiday in the Yukon;
 2. **“Closing Location”** means the specified location(s) for the submission of Proposals as described under section 2.0 – Electronic Bidding System and Closing Location of Part B: Instructions to Proponents and this RFP (as amended);
 3. **“Closing Time”** means the date and time Proposals must be duly received by the Owner in accordance with section 1.0 – Closing Time of Part B: Instructions to Proponents and the terms of this RFP (as amended in accordance with the terms of this RFP);
 4. **“Contract”** means the contract which may be awarded by the Owner under this RFP for the performance of the Work, and includes Part F: Contract, Specifications, and Other Documents including: general terms and conditions, schedules, appendices, and any supplementary or project specific terms and conditions (as amended in accordance with the terms of this RFP);
 5. **“Electronic Bidding System”** means the bids&tenders Electronic Bidding System at: <https://yukon.bidsandtenders.ca/>
 6. **“Owner”** means the Government of Yukon or duly authorized representative of the Government of Yukon;
 7. **“Proponent”** means an individual, partnership, corporation or other valid legal entity recognized under this RFP that submits a Proposal to perform the Work;
 8. **“Proposal”** means a Proposal submitted by a Proponent in response to and in accordance with the terms of this RFP, and includes both the technical and price submission, any applicable Yukon First Nation Participation plan, and any proposal forms described under this RFP (as amended in accordance with the terms of this RFP);
 9. **“RFP”** means this RFP and any addenda issued in accordance with the terms of this RFP;
 10. **“Specifications”** or **“Scope of Work”** means the work, services, standards, requirements, and plans as described under Part F: Contract, Specifications, and Other Documents (as amended in accordance with the terms of this RFP);
 11. **“Work”** means everything done or to be performed by or a through the selected Proponent/Contractor under the Contract, as set out in the Contract and any Specifications, including: preparation and provision of any work, goods, services, materials, equipment or deliverables required by the Contract and any ancillary or related work; and
 12. **“Yukon First Nation Criteria”** means the evaluation criteria related to Yukon First Nations under this RFP, including: Yukon First Nation ownership, business location, and/or Yukon First Nation labour or wages.

2.0 Interpretation

1. In this RFP:
 1. The words shall have a plural, feminine or neutral meaning where the context so requires.
 2. No term of this RFP will be construed against or interpreted to the disadvantage of the Owner because the Owner has drafted the provision.
 3. Throughout this RFP, terminology is used that clearly identifies the relative importance of each of the Owner’s requirements. Proponents must understand the meaning of each term as described below and take the meaning of each term into account in responding to this RFP:
 1. the words “must”, “shall”, and “will” have an imperative or mandatory meaning;

2. the word “should” is not mandatory, but is recommended to be followed, and failure to comply may affect the acceptance of a Proposal, and failure to comply or follow the recommendation may, at the Owner’s discretion, result in the rejection of a Proposal;
3. the words “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall in all cases be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”;
4. where a right or discretion is given to the Owner under this RFP, whether using words such as: “in its discretion”, “at its discretion”, or “at the discretion of the Owner”, such discretion shall be interpreted in preference to the Owner and deemed for any and all purposes to be exercisable by the Owner at the Owner’s sole discretion taking into account solely what the Owner subjectively considers to be in the interests of the Owner, all without consideration of the interests of any Proponents or any other person; and
5. where a term states it is “notwithstanding”, “despite”, or “regardless of” any other term in this RFP, the term shall take precedence and govern over all other provisions of this RFP that are inconsistent or conflict with the term.

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PART B: INSTRUCTIONS TO PROPONENTS

IMPORTANT: Proponents must carefully read and follow the instructions set out in this RFP, including all addenda, attached documents and materials, as any variation from them may result in the rejection of a Proposal. If a Proponent has any questions or concerns regarding the RFP, they may ask questions in accordance with the terms of the RFP. By submitting a Proposal, Proponents acknowledge and agree that they bear the full risk and responsibility for the rejection of their Proposal if they fail to follow the instructions or requirements of this RFP, fail to ask questions or seek clarification from the Owner on any instructions, requirement, or matter related to this RFP, or fail to provide any information requested in the RFP.

1.0 Closing Time

1. Proposals must be received at the Closing Location **before the date and time stated in the “Bid Closing Date” section under the View Details page of the Electronic Bidding System.** Delivery of a Proposal prior to the Closing Time is the sole responsibility of Proponents. Proposals received after the Closing Time will not be considered regardless of the reason for their late delivery.
2. The electronic clock within the Electronic Bidding System is deemed to be conclusively correct as to the date and time of receipt of Proposals. A Proposal will only be considered to have been submitted once it has been RECEIVED by the Electronic Bidding System, and a confirmation email from such system is received by the Proponent, confirming receipt of the Proposal, subject to any amendments by the Proponent:

2.0 Electronic Bidding System and Closing Location

1. In order to be eligible to submit a Proposal on this RFP, Proponents must register as a Plan Taker for this RFP on the Electronic Bidding System and agree to any terms of service on the Electronic Bidding System.
2. All Proposals must be submitted on and through the Electronic Bidding System in accordance with the terms of this RFP. The Electronic Bidding System can be found on the following website:
<https://yukon.bidsandtenders.ca/>
3. Proposals submitted in hard copy form or through any other electronic system, including fax or email, will not be accepted or considered regardless of the reason, unless otherwise explicitly stated and authorized under this RFP.
4. Proposals must be submitted in accordance with the requirements, procedures, and terms of service of the Electronic Bidding System. Please see: <https://yukon.bidsandtenders.ca/> for further information on the requirements, procedures, and terms of service of the Electronic Bidding System or contact bids&tenders using the email address support@bidsandtenders.ca.
5. Proponents acknowledge and agree that they bear the full risk and sole responsibility for: registering on the Electronic Bidding System, including as a Plan Taker for this RFP; following the requirements, procedures, and terms of service of the Electronic Bidding System in order to submit, amend, or resubmit a Proposal; asking questions or seeking clarification on any requirements, procedures, terms of service, or any other matter related to or arising from the Electronic Bidding System.
6. For greater certainty, the terms of this RFP apply in addition to any requirements, procedures, and terms of service related to or arising from the Electronic Bidding System.
7. If a Proponent wishes to confirm that their Proposal has been received prior to the Closing Time, they may check the Electronic Bidding System or contact bids&tenders using the email address:
support@bidsandtenders.ca.

3.0 Amendments by the Proponent

1. Once a Proposal has been submitted, Proponents may amend and resubmit their Proposal before the Closing Time in accordance with the terms of this RFP. Amendments received after the Closing Time will

not be considered regardless of the reason for their late delivery.

2. Any amendments by a Proponent to their submitted Proposal must be made through the Electronic Bidding System and in accordance with the requirements, procedures, and terms of service of the Electronic Bidding System. **After an amendment is made to a Proposal, Proponents must resubmit their Proposal through the Electronic Bidding System.**
3. Proponents are solely responsible for ensuring that that any applicable Proposal/bid security and consent of surety reflects and incorporates any amendments that may have increases or decreases the price of their Proposal.
4. If any amendment to a Proposal is unclear, ambiguous as to its meaning or intent, or does not comply with the requirements of this RFP, then the Owner reserves the right, at its discretion to:
 1. reject the amendment and the original Proposal, including any previous amendment(s) to the Proposal; or
 2. where the amendment has a non-material defect, remedy the non-material defect in accordance with the terms of this RFP, and accept the amendment.
5. The Proponent bears the full risk that the Electronic Bidding System, internet, and Owner's equipment functions in a proper and timely manner with respect to the delivery of any amendment. The Owner does not assume any risk, responsibility or liability, and makes no representation or warranty in any way, including in contract or tort (including negligence) to any person or the Proponent that the Electronic Bidding System, internet, or any equipment is able to transmit or receive transmissions or information in an accurate, reliable, or timely manner or that an electronic transmission or communication is received by the Owner in its entirety or within any time limit specified under this RFP. If Proponents are concerned about the delivery of information or amendments they are fully and solely responsible for ensuring that such information or amendments are received in accordance with the terms of this RFP before the Closing Time.

4.0 Withdrawal of Proposal Prior to Closing Time

1. Prior to the Closing Time, Proponents may withdraw their Proposal through and in accordance with the terms and requirements of the Electronic Bidding System.
2. If a Proponent withdraws and re-submits a Proposal, then the Proposal with the latest time and date stamp will be deemed to be the official Proposal and supersedes entirely anything submitted previously.

5.0 Questions and Requests for Alternative Materials or Equipment

1. All questions or inquiries related to the RFP shall be submitted in writing through the Electronic Bidding System and before the question deadline stated on the Electronic Bidding System. The Owner may respond to any questions or inquiries (in whole or in part) by issuing an addendum. Information obtained from any other source other than the Electronic Bidding System and any addenda issued thereunder may not be accurate and should not be relied upon. The Owner has no duty or obligation in any way to respond to inquiries and reserves the right, at its discretion, to respond or not respond to questions or inquiries.
2. The Proponent represents and warrants that it has carefully and diligently read and followed the instructions set out in this RFP, and made best efforts to ask any questions or seek out assistance to ensure that it complies with the terms of this RFP.
3. Proponents are responsible for reviewing the RFP documents and should immediately notify the Owner, in writing, if the RFP documents appear to be incomplete or contain any discrepancies, inconsistencies, ambiguities, errors or omissions, or if conditions for the Work differ from those described in the RFP documents.
4. Proponents are solely responsible for ensuring that they provide any materials or equipment specified in the Contract. Prior to the Closing Time, and subject to any deadline or time limits for questions or inquiries, Proponents may make a written request to the Owner for approval of alternative materials or equipment to perform the Work other than those specified in the Specifications or Contract. The Owner may respond by issuing an addendum in accordance with this RFP. The Owner has no duty or obligation in any way to:

approve or accept alternative materials or equipment other than those specified in the Specifications or Contract or to respond to such requests.

5. The Proponent should include in its request for approval of alternate materials or equipment:
 1. the pros and cons of using the alternative materials or equipment;
 2. sufficient proof that the alternative materials or equipment are compatible with the Work and equal to or superior to the materials or equipment specified in the Contract; and
 3. detailed specifications of the alternative materials or equipment.

The Owner may request further information or documentation related to the alternative materials or equipment.

6. The Owner may review the proposed alternate materials and equipment and, at its discretion, approve or not approve the alternate materials or equipment. The Owner may reject the alternate materials or equipment without response or reasons for rejection. If the alternate materials or equipment are approved by the Owner, the Owner will issue an addendum designating the alternate materials or equipment as approved by the Owner, providing that responsibility for the selection, suitability and performance of the alternate remains at all times with the Proponent. For greater certainty, no alternate materials or equipment will be considered approved or acceptable under the RFP, Contract, or by the Owner, unless the alternate materials or equipment are explicitly approved by the Owner by written addendum, and any risks, changes or extra costs or expenses related to the Work arising from or related to the approved alternate materials or equipment shall be deemed to be included in the price of the Proposal and Contract.
7. The Owner will not accept Proposals with alternative materials and equipment, unless such alternative materials and equipment are approved prior to the Closing Time by the Owner via addendum in accordance with this RFP. Proponents bear the full risk and responsibility for the rejection of their Proposal if they submit a Proposal with alternate materials and equipment that are not approved by the Owner via addendum.

6.0 Addenda

1. To receive addenda or notice of addenda on the RFP, Proponents must register as a Plan Taker for this specific RFP on the Electronic Bidding System.
2. The Owner may, at any time prior to the Closing Time, issue addenda through the Electronic Bidding System to amend the terms of the RFP, including: adding, modifying, omitting, or deleting terms or information; correcting errors, discrepancies or omissions in the RFP; or clarify the meaning or intent of any provision therein. All addenda are deemed to be incorporated into the RFP or subsequent Contract (as applicable). The Owner, at its discretion, will determine the form and content of any addenda. Written addenda issued by the Owner are the only means of amending or clarifying this RFP. No other form of communication whether written or oral, will in any way amend or be included in this RFP and must not be relied upon by Proponents.
3. If the Owner issues addenda within three (3) Business Days of the Closing Time, then the Owner may extend the Closing Time.
4. If a Proposal has been submitted and a subsequent addendum has been issued, then such Proposal will be deemed incomplete and automatically withdrawn under the Electronic Bidding System, and Proponents are solely responsible for resubmitting their Proposal in accordance with the terms of the RFP prior to the Closing Time.
5. Proponents are solely responsible for checking and ensuring that they have received all addenda and incorporated such addenda into their Proposal.

7.0 Responsibility for Proposal Costs

1. Proponents are solely responsible for any and all costs or expenses related to the preparing, presenting, and delivery of their Proposals, including: obtaining and providing any documentation, certifications, materials, applicable Proposal/bid security, or contract security; attending any information meetings or site

visits if required; or reviewing or responding to, or incorporating any addenda.

8.0 Irrevocability Period

1. Proponents acknowledge and agree that their Proposal shall be unconditional, irrevocable and open to acceptance by the Owner at any time within sixty (60) calendar days after the Closing Time and any extension thereof. Within this 60 calendar day irrevocability period, the Owner reserves the right, at its discretion, to extend the irrevocability period for an additional 30 calendar days upon written notice to Proponents. Failure by the Proponent to receive such notice will not alter or affect the extension of the irrevocability period, and Proponents are solely responsible for ensuring that their Proposals are open to acceptance for the additional 30 calendar day irrevocability period. If, after the irrevocability period of the RFP or any extension thereof, the Proponent has not revoked its Proposal in writing, the Owner may accept the Proposal.

9.0 Opening of Proposals

1. After the Closing Time, Proposals are opened and viewed.
2. Once Proposals are opened, they become the sole property of the Owner, and will not be returned, unless otherwise stated in the RFP. The Proponent agrees that the Owner may make additional copies of all or part of the Proposal for: the Owner's internal use, a governmental purpose, or any other purpose required or allowed by law.
3. The price(s) or amount of the Proposal and any other information or materials disclosed or posted by the Owner are unverified and shall not constitute acceptance of the Proposal, price/amount, or other information or materials until review, verification, calculation, and adjustment by the Owner in accordance with the terms of this RFP.

10.0 Right to Cancel RFP

1. This RFP does not commit the Owner in any way to award or execute a Contract. Despite any other term in this RFP, at any time prior to execution of the Contract, the Owner reserves the right, at its discretion, to cancel this RFP without cause and for convenience or for any other reason without liability, award, or compensation to Proponents. Proponents acknowledge and agree that by submitting a Proposal, the price(s) of the Proposal may be made public, and the Owner reserves the right to reissue this RFP upon the same or different terms and conditions, including in circumstances where Proposals or pricing (in whole or in part) have been made public.

11.0 Right to Reject Proposal

1. Failure to comply with any instruction or term contained in this RFP may be deemed sufficient cause by the Owner for the rejection of a Proposal. Any items omitted from or any terms, conditions, assumptions, or qualifications added to the Proposal may cause the Proposal to be rejected or affect the evaluation of the Proposal. Any Proposal submitted on forms other than those provided or in a form or through a system not explicitly authorized under this RFP may also be rejected. No escalation clauses will be accepted, unless explicitly authorized under this RFP.
2. The Owner need not necessarily accept the lowest priced, highest ranked, or any Proposal. Without limiting the generality of the foregoing, the Owner reserves the right, at its discretion, to reject a Proposal and has no duty or obligation in any way to accept a Proposal, award, or execute a Contract if:
 1. the Proposal is not submitted in the required form or in accordance with the terms of this RFP, is non-legible, or has significant errors or omissions of requested information;
 2. the Proponent fails to submit or complete the Proposal forms, or misrepresents or fails to properly identify or describe a subcontractor or the Proponent's own forces in the Proposal forms;
 3. the Proposal is not submitted or signed by a duly authorized person representing the Proponent;
 4. the Proponent fails to submit applicable Proposal/bid security or Proposal/bid security is not submitted in accordance with the terms of the RFP;
 5. the Proposal includes additional terms, conditions, assumptions, qualifications, or changes;

6. the amounts in the Proposal are unbalanced, including pricing that is too low or too high (in whole or in part);
7. the Proposal is in excess of the Owner's available funds or budget for the Work, materially in excess of the prices received for similar work in the past, or in excess of the Owner's cost to perform the Work, or a significant portion thereof, with its own forces, or the Proposal is too low and is 25% or more, lower than the Owner's estimated budget for the Work;
8. there is evidence that the Proponent would be unable to properly perform or carry out the Work, Contract, or contents of its Proposal, including: lack of experience, qualifications, equipment, materials, or resources to satisfactorily perform the Work or Contract; ability to perform the Contract or Work or satisfactorily meet the schedule for the Work; difficulty working with the Proponent; or past proclivity of disputes with the Owner or claims by the Proponent;
9. there is evidence that the Proponent does not or cannot perform the Work or comply with the terms of the Specifications or Contract;
10. there is evidence that the Proponent, its officers, employees, subcontractors, consultants, agents, or other members of the Proponent's team have been involved in fraud, bribery, misrepresentation, illegal or criminal activity;
11. the Proponent fails to comply with the terms and instructions for the two-envelope process as described under this RFP, including: failing to review a Proposal and ensure that all pricing information and materials are only included in the price envelope;
12. the Proponent is in breach of or fails to comply with any applicable policies of the Owner, including: Government of Yukon's General Administration Manual, or is in breach of or fails to comply with any applicable laws;
13. the Proponent fails to follow or comply with any instructions or the terms of this RFP;
14. the Proponent fails to comply with the requirements, procedures, and terms of service of the Electronic Bidding System; or
15. in the discretion of the Owner, best value for the Owner or the financial or other interests of the Owner would best be served by rejecting or not accepting a Proposal or not executing a Contract with a Proponent.

The above list is non-exhaustive and the Owner reserves the right, at its discretion, to reject a Proposal that otherwise fails to comply with the RFP or for any other reasonable causes.

3. The Proponent represents that it has carefully and diligently read and followed the instructions set out in this RFP, and made best efforts to ask any questions or seek out assistance to ensure that it complies with the terms of this RFP.
4. **Proposals that include any: special conditions, assumptions, additional terms or contract clauses, disclaimers, qualifications, additional pricing or work, math errors or ambiguous pricing, or any other changes to the Work, Contract, or RFP (collectively, the "Counter Terms") may be rejected. Such Counter Terms may constitute a counter-offer, create uncertainty or unfairness, or affect the cost or performance of the Contract. Proponents are cautioned to review their Proposals for any Counter Terms, and assume the full risk and responsibility for rejection or disqualification of their Proposal if they include such Counter Terms in or with their Proposal.**

12.0 Acceptance of Minor or Non-Material Defects

1. Despite any other term under this RFP, if there is a non-material defect or minor irregularity in a Proposal or in a Proponent's compliance with any requirement or instruction of this RFP, then the Owner reserves the right, at its discretion, to waive the minor defect or minor irregularity, and accept the Proposal.
2. The Owner reserves the right, at its discretion, to request written clarification from a Proponent or third party, in a form and with content acceptable to the Owner, on any non-material defect or minor irregularity

related to a Proposal. If, at the discretion of the Owner, the Proponent or third party fails to provide a response within the timeframe specified by the Owner, or fails to provide a written response that sufficiently and properly clarifies its Proposal, then this will be deemed sufficient grounds by the Owner to reject a Proposal.

3. For greater certainty, the Owner's right to waive or clarify non-material defects or minor irregularities in a Proposal does not entitle a Proponent with an opportunity to substantially change or repair its Proposal, and Proponents remain solely responsible for following the terms or requirements of this RFP, and bear the full risk and responsibility if they fail to follow the terms or requirements of this RFP or fail to ask questions or seek clarification from the Owner on any terms, requirement, or matter related to this RFP.
4. The determination of whether or not to disqualify any Proposal; waive any non-material defect or minor irregularity; whether or not to require or request clarification, and the adequacy and acceptability of any clarification submitted by a Proponent shall be made at discretion of the Owner, and the Owner does not have a duty or obligation in any way to exercise its right to waive non-material defects or minor irregularities, or request or require clarification. The Owner shall not be bound by industry custom or the Owner's prior practice in the exercise of its right to waive any non-material defect or minor irregularity, or request or require clarification.
5. The Owner reserves the right, in its discretion, to make corrections to the pricing of a Proposal as follows:
 1. if there is a discrepancy between a unit price(s) and the extended total(s), then the unit price(s) shall be deemed to be correct, and corresponding corrections will be made to the extended total(s);
 2. if a unit price has been given but the corresponding extended total(s) has been omitted, then the extended total(s) will be calculated from the unit price and the estimated quantity;
 3. if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity;
 4. if there is a discrepancy between the price of a lump sum item and the extended total(s) for such item, then the price of the lump sum item(s) shall be deemed to be correct, and corresponding corrections will be made to the extended total(s). Where applicable, the extended total(s) will be calculated based on the price of the lump sum item(s) and the quantity of the lump sum item. The price of a lump sum item(s) shall be deemed to have a quantity of one, unless otherwise explicitly stated in the RFP; or
 5. if there is a discrepancy between an extended total and the final total, then the extended totals(s) shall be deemed to be correct subject to any unit price or lump sum corrections above, and corresponding corrections will be made to the final total.
6. By submitting a Proposal, the Proponent acknowledges and agrees to the Owner's right to make the corrections above and any revisions or adjustments to the Proposal by the Owner in accordance with this RFP shall be binding on the Proponent.

13.0 Proposal Review Meeting

1. After the Owner has evaluated the Proposals, it may discuss the Work and the Proposal with the selected Proponent at a review meeting. The Owner will advise the selected Proponent of the date and time for such a meeting. The selected Proponent should be prepared and available to attend the review meeting and should prepare a preliminary schedule for completion of the Work in accordance with the Contract and any other information or materials related to the Work for the Owner's review at the meeting.

14.0 Award and Execution of Contract

1. Subject to section 14.2, should the Owner, at its discretion, decide to award and execute a Contract, it will provide written notice to the selected Proponent. The Owner will, at its discretion, determine the date of execution of the Contract within the irrevocability period stated in the RFP or any extension thereof, and Proponents must be fully prepared and ready to promptly sign and execute the Contract upon notice of award from the Owner. Proponents acknowledge and agree that any failure by the Proponent to promptly sign and execute the Contract will result in the forfeiture of any Proposal/bid security.

2. At any time upon request by the Owner, the Proponent must promptly provide to the Owner within the timeframe specified by the Owner and in a form and with content acceptable to the Owner:
 1. **Letter of Compliance from the Yukon Workers' Safety and Compensation Board**, including the Proponent's Workers' Compensation number, or proof of compliance under *Workers' Safety and Compensation Act* to be provided within ten (10) Business Days from notice of award;
 2. **Insurance Coverage**, including sufficient proof of any applicable insurance coverage and amounts stated in the Contract to be provided within five (5) Business Days from notice of award;
 3. **Contract Security** (if applicable) in accordance with the Contract to be provided within fourteen (14) Business Days from notice of award;
 4. **List of Equipment** (if applicable), including any equipment to be used in the performance of the Work or any equipment required or stated in the Contract;
 5. **Legal Entity Status**, including: registration or status under the *Yukon Business Corporations Act*, RSY 2002, c.20, *Partnership and Business Names Act*, RSY 2002, c. 166, or any other applicable legislation;
 6. **Valid Municipal Business License** (if applicable);
 7. **Yukon First Nation Participation Plan/Agreement** (as applicable) in accordance with its Proposal, including: contact information for each Yukon First Nation Business listed in the selected Proponent's Proposal form. The Proponent acknowledges and agrees that the Owner may, at its discretion, use this information to contact and inform the Yukon First Nation Business of the following: that they were listed in the Proposal; and the value of the Work; the description of Work being completed; and any other commitments to be performed by the Yukon First Nation Business stated in the Proposal; and
 8. **Additional Information or Documentation** requested by the Owner that may be material to the performance of the Work or reasonably necessary in order for the Owner to make the final decision to award and execute the Contract, to be provided within the timeframe requested by the Owner. For greater certainty, the right to request additional information or documentation does not entitle the Proponent with an opportunity to substantially change or repair its Proposal.

Proponents must be fully prepared and ready to promptly provide the information or materials above upon request by the Owner. If the selected Proponent fails to provide the information or materials above within the time frame prescribed by the Owner, then the Owner reserves the right, at its discretion, to: reject the Proposal of the Proponent and award and execute a Contract with the next highest ranked Proponent who meets the terms of the RFP or cancel the RFP.

3. If the selected Proponent is unable to properly perform or carry out the Work or Contract, or fails or refuses to promptly enter into the Contract in accordance with the RFP, then the Owner reserves the right, at its discretion, to: award and execute the Contract with the next highest ranked Proponent who meets the terms of the RFP or cancel the RFP.
4. Proponents acknowledge and agree that if the Owner accepts a Proposal and executes a Contract with the selected Proponent, the Contract, Specifications, and any applicable addenda, documents and materials included with or attached to the Contract shall constitute the entire agreement and be binding on the parties. The Owner may, at its discretion, attach or include terms or portions of the selected Proposal in the Contract, which the Proponent shall be bound by as part of the Contract.

15.0 Acceptance of Terms

1. By submitting a Proposal, Proponents fully acknowledge and agree to enter into a Contract on the terms and conditions set out under the RFP and to fulfill such terms and conditions, including: the terms and conditions under the Contract, Specifications, addenda, and any attachments thereto.
2. Without limiting any other rights or remedies the Owner have under this RFP or in law, if the selected Proponent does not accept the terms of the Contract, then the Owner reserves the right, at its discretion, to: award and execute the Contract with the next highest ranked Proponent who meets the terms of the

RFP or cancel the RFP.

16.0 Discretion to Make Minor Changes to Contract Terms

1. After final evaluation of Proposals, the Owner may, at its discretion, make minor changes or corrections to the terms and conditions of the Contract with the selected Proponent without invalidating the RFP or Contract. Such changes or corrections, if any, shall not substantially change the terms of the Contract, be within the general scope of the Contract, and limited to those terms and conditions, which would not have an effect on the ranking of Proposals or provide a substantially unfair advantage with respect to other Proponents. The Owner does not have a duty or obligation in any way to exercise its right to make minor changes/corrections, and such right will not entitle the Proponent with an opportunity to substantially change or repair its Proposal.

17.0 Dispute Resolution and Exclusion of Liability

1. Each Proponent, by submitting a Proposal, irrevocably agrees that:
 1. if the Proponent has any dispute related to or arising from this RFP process, these Instructions to Proponents, or any of the RFP documents, then the Proponent will attend a debrief with the Owner's representative and make good faith efforts to resolve the dispute by amicable discussions with the Owner, and the Proponent shall provide frank, candid and timely disclosure of all relevant facts, information and documents relating to the dispute to the Owner's representative; and
 2. if there is a failure to resolve the Proponent's dispute through amicable discussions, the Proponent may submit the dispute to the Procurement Complaint Process set out under the Government of Yukon's General Administration Manual – Procurement Policy - 2.6 and its operational requirements (as amended). Each Proponent, by submitting a Proposal, consents to the disclosure of its Proposal and the evaluation of its Proposal for the purposes of the Procurement Complaint Process.
2. Despite any other term under this RFP, except for a claim for costs awarded in a proceeding under the Procurement Complaint Process set out under the Government of Yukon's General Administration Manual – Procurement Policy - 2.6 and its operational requirements (as amended), each Proponent by submitting a Proposal, permanently and irrevocably agrees to waive and release the Owner, its elected officials, officers, employees, and agents from any and all claims, liabilities, actions, proceedings (including any judicial review or injunction application), damages (including: direct, indirect, consequential, incidental, general, special or exemplary damages, any economic losses, lost profits, lost opportunities, or all other costs, expenses and losses of any type or for any reason), or any other legal remedy in any way or for any reason, whether unknown or unforeseen, whether in law or in equity or pursuant to statute or regulation (collectively, the "Claims") arising from or related to this procurement process or RFP, including:
 1. any actual or alleged breach of any common law duties or any other duty or obligation including: breach of the duty of good faith, duty of fairness, or any other "Contract A"– based tendering or common law duties or obligations (express or implied) on the part of the Owner at any stage of the procurement process or RFP, including: the receipt, acceptance, rejection, evaluation of Proposals or award of the Contract;
 2. any errors or omissions in the evaluation of Proposals;
 3. any breach of the Owner's policies or directives or any breach of a statutory or other duty;
 4. any failure by the Owner to award or execute a Contract or cancellation of the RFP regardless of the reason or re-procurement of the Work on the same terms or other terms;
 5. acceptance by the Owner of a non-compliant Proposal or rejecting a compliant Proposal;
 6. access to or use of the Electronic Bidding System, including: the content, veracity, accuracy, availability, suitability, reliability, usability, functionality, compliance, completeness or timeliness of Proposals or the Electronic Bidding System or any failure to receive or transmit a Proposal or any part of a Proposal electronically in an accurate, sufficient, or timely manner;
 7. any failure by a Proponent or any subcontractors to properly register, be verified, and officially listed under the Yukon First Nation Business Registry or failure to properly qualify as a Yukon First Nation

Business;

8. any failure to investigate, verify or clarify the contents or commitments contained in a Proposal, including: the ability of a Proponent to perform any Work, or comply with any representations or commitments made in relation to any Proposal, including: any Yukon First Nation Criteria or Yukon First Nation Participation Plan/Agreement;
9. the content, veracity, accuracy, availability, suitability, reliability, usability, functionality, compliance, completeness, or timeliness of any Proposal;
10. negligence, misrepresentation (negligent or otherwise), or any other tort;
11. any breach or fundamental breach of express or implied duties or terms of this RFP or breach of contract; or
12. any decisions, acts, omissions or errors by the Owner related to or arising from this procurement process, RFP, or the formation and execution of the Contract.

Section 17.2 shall survive the Closing Time, expiry, or cancellation of this RFP.

3. If section 17.2 is inapplicable, unconscionable, contrary to public policy, substantially incontestable, or otherwise unenforceable or invalid for any reason, in whole or in part, or where the Proponent is otherwise entitled to a remedy or compensation at common law (including for breach of the duty of good faith) or otherwise, from the Owner in relation to this procurement process or RFP, the Proponent acknowledges and agrees that the sole and absolute remedy and total maximum compensation for any and all Claims against the Owner in relation to or arising from this procurement process or RFP, either individually or cumulatively, will not exceed the lesser of: the Proponent's reasonable and direct costs of preparing its Proposal or \$5000.00, and in no way or for any reason shall the Owner be liable to the Proponent for an amount greater than this amount. Multiple claims will not enlarge this limit. Section 17.3 shall survive the Closing Time, expiry, or cancellation of this RFP.

18.0 Assumption of Risks

1. By submitting a Proposal, the Proponent represents and warrants that the Proponent is satisfied as to the practicality of executing the Work in accordance with the terms of the Contract, and has exercised due diligence to investigate all facts and conditions that are related to or affect the Work under the Contract and included this into the price of its Proposal, including: the nature, condition, and location of the work site; delivery dates or dates for progress or completion of the Work; existing structures and the surrounding environment; soil and subsurface conditions; the quantities and nature of the Work; the labour resources required to complete the Work; certifications or specialized knowledge or expertise; materials and equipment necessary for the completion of the Work, including the cost of any tariffs, duties, freight and shipping; means of access to the site; any travel or accommodations that may be required; health and safety requirements; environmental requirements; permitting, licensing or other regulatory requirements; compliance with any public health or state of emergency requirements or policies issued by governmental authorities; implementation and completion of any applicable Yukon First Nation Participation Plan or Agreement, bonding/contract security and insurance requirements; inflation and escalation costs; taxes; and any other costs, expenses, risks, contingencies or other circumstances which may arise from or relate to the Work.
2. The Owner and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or any addenda. Any quantities shown or data contained or provided under this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to Proponents the general scale and scope of the Work. It is the Proponent's responsibility to obtain all the information necessary to prepare a Proposal in response to this RFP. The Owner also makes no guarantee in any way as to the value or volume of Work to be assigned to the selected Proponent under the Contract.

19.0 Conflict of Interest, Restricted Parties, and Prohibited Activities

1. The Owner reserves the right, at its discretion, to reject or disqualify a Proponent without award or compensation to the Proponent, if the Proponent has an actual or potential conflict of interest related to or

arising from the RFP, including: where the Proponent assists in the preparation and planning of the RFP, or obtains any material information not disclosed to other Proponents related to or arising from such planning or preparation.

2. The Owner may, at its discretion, designate a person as a restricted party under this RFP or through an addendum ("Restricted Party"). Each Proponent is solely responsible for ensuring that they do not use or seek advice or assistance from a Restricted Party.
3. The Owner also reserves the right, at its discretion, to reject or disqualify a Proponent without award or compensation to the Proponent, if the Proponent has engaged in any of the following conduct or activities:
 1. uses or seeks advice or assistance from a Restricted Party, directly or indirectly, including: using or seeking advice or assistance from a Restricted Party to prepare its Proposal or participate in the RFP; or including a Restricted Party on the Proponent's team or as an officer, employee, advisor or consultant to the Proponent or one of its team members;
 2. engages in any illegal activities, including: any violation of the Competition Act (R.S.C., 1985, c. C-34) and its regulations (as amended), bid-rigging, price-fixing, bribery, fraud, coercion or collusion;
 3. lobbying or communicates or attempts to communicate, directly or indirectly, with any employee, contractor, representative or elected official of the Owner to unduly influence the outcome of accepting or rejecting a Proposal to the Proponent's advantage or favor, or makes any misrepresentation or provides misleading or inaccurate information to public officials; or
 4. engages in any unethical conduct or conduct which substantially and adversely affects the fairness or integrity of the procurement process (collectively, the "Prohibited Activities").
4. By submitting a Proposal, each Proponent represents and warrants that they do not have a conflict of interest and have not engaged in any Prohibited Activities.
5. Each Proponent and member of the Proponent's team is solely responsible for promptly and fully disclosing to the Owner any conflict of interest or Prohibited Activities.
6. A potential Proponent or a prospective team member or advisor of a Proponent who has any concerns regarding whether the Proponent or a current or prospective employee, advisor or team member of the Proponent has: a conflict of interest or has engaged in any Prohibited Activities, is encouraged to submit a written request for an advance decision from the Owner, not less than 10 Business Days prior to the Closing Time. Such request must include the following information:
 1. names and contact information of the Proponent and the person for which the advance opinion is requested;
 2. a sufficient description of the circumstances related to the conflict of interest or Prohibited Activities; and
 3. a sufficient description of the steps taken to date, and future steps proposed to be taken, to mitigate the conflict of interest or Prohibited Activities.
7. The Owner may, at its discretion, make an advance decision or may refer the request for an advance decision to a third party adjudicator for resolution. If the Owner refers the request to a third party for adjudication and resolution, the Owner may, at its discretion, and upon notice to the affected party, make its own submission to the third party adjudicator.
8. The Owner or the third party adjudicator, as applicable, shall establish the relevant processes from time to time to address a conflict of interest or any Prohibited Activities, including: consideration of further facts or circumstances in which a decision may be amended or supplemented, or impose conditions on the participation of a Proponent or any other person.
9. The person(s) requesting the decision and all other related parties shall fully cooperate with the Owner or third party adjudicator related to any process to address any conflict of interest or Prohibited Activities.

Upon request by the Owner or third party adjudicator, the Proponent shall, in a form and with content acceptable to the Owner or third party adjudicator, provide the Owner or third party adjudicator with any additional relevant documentation, information, or materials.

10. The onus is solely on the person(s) requesting the decision to clear or resolve any conflict of interest or Prohibited Activities. The decision of the Owner or third party adjudicator, as applicable, is final and binding on the persons requesting the ruling and all other parties, including: any Proponents or current or prospective employee, advisor or team member of a Proponent.

20.0 Disclosure of Proposals and Access to Information and Protection of Privacy Laws and Trade Agreements

1. The Owner is subject to the *Access to Information and Protection of Privacy Act*, SY 2018, c.9, as amended, ("ATIPP"), which gives people a right of access to records in the custody or control of the Owner, with certain exceptions.
2. Once a Proposal is submitted to the Owner it is subject to ATIPP. By submitting a Proposal, the Proponent acknowledges and agrees to the following:
 1. publication of the name of the Proponent and the total pricing of its Proposal, including any applicable changes or reductions to such pricing; and
 2. disclosure of the Proposal and its evaluation to the Bid Challenge Committee if there is a complaint made about this procurement under the dispute resolution process/Procurement Complaint Procedures as described in the Government of Yukon's Contract and Procurement Regulation and the Government of Yukon's General Administration Manual – Procurement Policy - 2.6 and its operational requirements (as amended).
3. If a Proposal contains information, in whole or in part, that may be considered a trade secret, scientific or technical information, commercial or financial information, those portions should be labelled "confidential" in the Proposal. And in particular, the Proponent must:
 1. clearly label that part of their Proposal which is "confidential"; and
 2. upon request by the Owner, provide all reasonable assistance and a timely response with objective evidence that supports the claim for confidentiality.

NOTE: Please do not include a confidentiality clause or terms or conditions in the Proposal as this may be considered a counter-offer and may result in rejection of a Proposal.

4. If a Proponent does not indicate in its Proposal the portions of its Proposal that are confidential and clearly highlight the confidential information, the Owner may publicly disclose the Proposal without notice to, or consent from, the Proponent. Failure to clearly identify portions of the Proposal which are confidential constitutes consent of the Proponent to disclosure of the entire Proposal.
5. If a request is made which includes information labelled as confidential by a Proponent, the Owner may notify the Proponent of the request and may give the Proponent an opportunity to provide objective, timely evidence that sufficiently supports the Proponent's claim of confidentiality. The Proponent may also be notified of the Owner's decision about whether to disclose the Proposal and so will the requestor.
6. The Proponent shall fully cooperate with the Owner and provide reasonable assistance in identifying and designating any information for the purposes of ATIPP or other privacy laws.
7. By submitting a Proposal, the Proponent acknowledges and agrees that any information and materials, including "personal information" as defined under ATIPP may be collected, used, or disclosed for the purposes or matters related to "law enforcement" as defined under ATIPP, including: any violation of the Competition Act (R.S.C., 1985, c. C-34) and its regulations (as amended), bid-rigging, price-fixing, bribery, fraud, coercion or collusion.
8. This RFP is subject to the applicable Trade Agreements (as amended).

21.0 Information Meeting

1. The Owner may, at its discretion, conduct one or more information meetings prior to the Closing Time to provide Proponents with an opportunity to clarify and confirm the requirements of the RFP or Work. If the Owner decides to conduct such a meeting, it will provide written notice of the time and location of the meeting, and any other terms or requirements in the RFP or via addendum. If the information meeting is mandatory, **failure by a Proponent to attend a mandatory information meeting will result in the rejection of their Proposal.** If the information meeting is not mandatory, Proponents who do not attend the meeting will be deemed to have accepted the full risk and responsibility for not attending the information meeting and not receiving any information or materials related to or arising from the information meeting.

22.0 Site Visit

1. The Owner may, at its discretion, conduct one or more site visits prior to the Closing Time to provide Proponents with an opportunity to clarify and confirm the requirements of the RFP or Work. If the Owner decides to conduct such a visit, it will provide written notice of the time and location of the site visit, and any other terms or requirements in the RFP or via addendum. If the site visit is mandatory, **failure by a Proponent to attend a mandatory site visit will result in the rejection of their Proposal.** If the site visit is not mandatory, Proponents who do not attend the site visit will be deemed to have accepted the full risk and responsibility for not attending the site visit and not receiving any information or materials related to or arising from the site visit.

23.0 Yukon First Nation Procurement Policy and Yukon First Nation Participation Plan

1. This RFP may be subject to the Government of Yukon's First Nation Procurement Policy and operational requirements (as amended). Where applicable, and subject to the terms of the RFP, Proposals may be eligible (in whole or in part) for bid value reductions and/or additional points based on Yukon First Nation Criteria. Proponents bear the sole risk and responsibility for checking and ensuring that they and/or their subcontractors provide all information, meet all eligibility requirements, and comply with all the instructions and terms related to any Yukon First Nation Criteria. If the Proponent fails to follow the instructions or requirements for any Yukon First Nation Criteria or their Proposal contains any errors, omissions, misrepresentations or any other inaccurate, misleading or incomplete information, then the Owner, reserves the right, at its discretion, to do one or more of the following: reject a Proposal, not apply any Yukon First Nation Criteria (including any bid value reduction ("BVR")), provide a score of zero for any Yukon First Nation Criteria or BVR, or adjust the evaluation scoring of a Proponent.
2. In order to be eligible or qualify for some Yukon First Nation Criteria, including any applicable bid value reductions, the Proponent and/or their subcontractors must be duly registered and officially listed under the Yukon First Nation Business Registry ("YFNBR"). For further information on the registry, please go to the following website at: <https://yukon.ca/en/search-yukon-first-nations-business-registry>, or contact the Yukon First Nation Chamber of Commerce at: email: info.yfnbr@yfncc.ca or by phone at: 1-867-667-7917.
3. If selected for a Contract, the Proponent acknowledges and agrees that the contents and commitments related to any Yukon First Nation Criteria in their Proposal, including the value of any proposed work, type of services, wages, or labour related to Yukon First Nations shall become part of their Yukon First Nation Participation Plan or Agreement, and such plan or agreement and the terms and commitments therein shall become a contractual obligation and commitment, and deemed to be incorporated into and form part of the terms of the Contract to be fully performed by the selected Proponent.

PART C: SUBMISSION PROCESS AND CONTENT

IMPORTANT: Proponents are solely responsible for ensuring that the form, content, and submission of their Proposal is complete and in accordance with this RFP. Varying or failing to comply with the instructions with respect to the form, content, or submission of the Proposal as outlined in this RFP may result in the rejection of a Proposal. Proponents acknowledge and agree that they bear the full risk and responsibility for the rejection of their Proposal if they fail to follow the instructions or requirements of this RFP or fail to ask questions or seek clarification from the Owner on any instructions, requirement, or matter related to this RFP.

1.0 Forms and Contents of Proposal

1. Proponents shall include the following as part of their Proposal:
 1. **PROPOSAL FORMS:** Proponents shall use the Proposal forms that are provided on the Electronic Bidding System and authorized by the Owner, including a Schedule of Prices/Price Table (where applicable) to be filled out. Proposal forms may contain multiple pages; and
 2. any other forms, information, documents, or materials required under this RFP, including any applicable proposal/bid security and consent of surety.
2. Please read and fill out the Proposal forms carefully, as any failure to complete or submit the latest Proposal forms provided in their entirety may result in the rejection of a Proposal or a Proposal being ineligible for submission under the Electronic Bidding System.
3. **Other than inserting information where explicitly requested, Proponents are advised to not alter or change the Proposal forms (in whole or in part), which may result in the rejection of their Proposal.**
4. **When filling out any pricing forms as part of the Proposal, including any applicable Schedule of Prices/Unit Price Table, please mark zero "0" for any pricing that has a zero "0" cost. Proponents acknowledge and agree that pricing marked with a dash ("-") or similar mark will be deemed to be a zero ("0") and deemed to be priced at zero "0" cost. To avoid uncertainty and potential rejection of a Proposal, please do NOT leave mandatory pricing blank when filling out pricing information in the Proposal form(s). Proponents acknowledge and agree that they bear the full risk and responsibility for the rejection of their Proposal if they: leave mandatory pricing blank; fail to mark zero "0" or a dash ("-") or similar mark for any applicable pricing; or fail to ask questions or seek clarification from the Owner on any instructions, requirement, or matter related to this RFP.**
5. Proponents should not include the Goods and Services Tax or Harmonized Sales Tax (GST/HST) in the pricing of their Proposals. The property and/or services contracted for, are for the use of, and are being purchased by the Owner with public funds and are not subject to the Goods and Services Tax or Harmonized Sales Tax (GST/HST).
6. Proponents are cautioned to review the information submitted for any Yukon First Nation Criteria carefully to ensure that it is compliant, accurate and complete. Proponents acknowledge and agree that they bear the full risk and responsibility for any Yukon First Nation Criteria (including any BVR) not being applied, scored zero, or having their evaluation scoring adjusted if their submission contains any errors, omissions, misrepresentations or any other inaccurate, misleading or incomplete information or fails to comply with the terms of the RFP.
7. The Owner reserves the right, at its discretion, to not apply any Yukon First Nation Criteria (including any BVR), score a Proponent zero for a Yukon First Nation Criteria or BVR, or adjust the evaluation scoring of a Proponent if the Proposal or Proponent's submission contains any errors, omissions, misrepresentations or any other inaccurate, misleading or incomplete information or fails to comply with the terms of the RFP. Without limiting the generality of the foregoing, the Owner reserves the right, at its discretion, to: not apply any Yukon First Nation Criteria or BVR, score a Proponent zero for a Yukon First Nation Criteria or BVR, or adjust the evaluation scoring of a Proponent if:

1. the total dollar value of any BVR submitted by the Proponent is higher than the total proposal price submitted, excluding any contingencies and/or provisional cost sums stated;
2. the Proponent is not officially listed as a Yukon First Nation Business on the Yukon First Nation Business Registry at Closing Time: or
3. the full legal name of the Yukon First Nation Business, as listed on the Yukon First Nation Business Registry, does not exactly match the name of the Yukon First Nation Business provided on the applicable Proposal form.

The above list is non-exhaustive.

2.0 Authority to Submit Proposal

1. The Proposal forms must be submitted only in the name of a single individual, a single partnership, or a single corporation, and shall be signed and submitted as follows:
 1. if the Proponent is an individual or sole proprietor carrying on business in their own name, signed by the Proponent in its personal capacity;
 2. if the Proponent is a registered partnership, signed by a duly authorized partner who has authority to sign for and bind the partnership; or
 3. if the Proponent is a corporation, signed by a duly authorized officer of the corporation.
2. If the Proponent is carrying on business under a name other than its own, it must be signed by the registered owner of the business name, or by an authorized official of the registered owner if the owner is a corporation.
3. Every Proponent must be an entity capable, as a matter of law, of entering into and being bound by a Contract with the Owner. Proponents should be aware of the requirements of the *Partnerships and Business Names Act*, R.S.Y. 2002, c. 166 and the *Business Corporations Act*, R.S.Y. 2002, c. 20. Failure to comply with the requirements of those statutes, particularly those requiring registration as an extra-territorial entity, may result in the rejection of a Proposal, at the discretion of the Owner.
4. If a Proposal is submitted by a joint venture, the Proposal must be:
 1. submitted only in the name of a single individual, a single partner, or a single corporation, who will be deemed to be the Proponent and the lead entity for the joint venture; and
 2. submitted by a valid legal entity as properly named on the Proposal forms.
5. After the Closing Time and submission of Proposals, and upon request by the Owner, any Proponent who is part of a joint venture shall provide a list of all joint venture members.
6. The Proponent and any joint venture members are deemed to be jointly and severally liable to the Owner under any contract related to or arising from this RFP, and the Proponent shall execute such further documents and give such further assurances from time to time as are reasonably required to make each member of the joint venture jointly and severally liable to the Owner under any contract related to or arising from this RFP.
7. **Proponents bear the full risk and responsibility for the rejection of their Proposal if they: submit a Proposal in the name of more than one legal entity in their Proposal forms; fail to properly and accurately name a legal entity or ensure that the entity named on the Proposal forms is an entity capable, as a matter of law, of entering into and being bound by a contract with the Owner; or fail to follow the instructions for submission of a joint venture or Proposal.**
8. The Owner reserves the right, at its discretion, to reject any Proposal where the named Proponent is not a valid legal entity, the Proposal includes more than one legal entity as the named Proponent, or the Proponent fails to follow the instructions for submission of a joint venture or Proposal.

3.0 Submission of Proposal and Two Envelope/Multi-Stage Process

1. Proposals must be submitted in accordance with the “two-envelope/multi-stage process” as set out below and on the Electronic Bidding System (“Two Envelope Process”). The Two Envelope Process consists of:

1. a section containing all non-price, technical information and materials (the “Technical Submission”); and
 2. a separate section containing all pricing information and pricing materials and Yukon First Nation participation plan and evaluation , including: any applicable Schedule of Prices/Price Table, proposal/bid security, bid value reductions for Yukon First Nation Businesses, and proposed labour related to Yukon First Nations (where applicable) (collectively, the “Price and YFN Submission”).
2. The Technical Submission should only include information directly relevant to the technical evaluation criteria and should be provided in a clear, organized, and consistent manner. **NOTE: In preparing Proposals, Proponents are cautioned to review their Technical Submission carefully and make sure the Technical Submission does NOT contain or include any pricing information, and that all price information is separated and ONLY contained in the Price and YFN Submission section.**
 3. **Proposals shall contain no pricing information, other than in the Price and YFN Submission.** The Price and YFN Submission will not be reviewed or evaluated until completion of the technical evaluation, and will be contained in a separate section as described above, separate and apart from the Technical Submission to avoid disclosure and pricing bias during the evaluation of the Technical Submission.
 4. **Proponents are cautioned to review their Proposals carefully prior to submission to ensure that all pricing information and materials, including: any Schedule of Prices/Price Table, any applicable proposal/bid security, any applicable pricing related to the Yukon First Nation Participation Plan or evaluation, including: any pricing related to bid value reductions or Yukon First Nation labour are only contained in the Price and YFN Submission. Failure to ensure that pricing information is only contained in the Price and YFN Submission or failure to follow the Two Envelope Process and terms of the RFP will be deemed sufficient grounds by the Owner to reject a Proposal. Proponents bear the full risk and responsibility for complying with the Two Envelope Process, and for the rejection of their Proposal if they fail to follow the Two Envelope Process or terms of the RFP.**
 5. In order to maintain the confidentiality of a Proposal, **Proponents shall not disclose the original total price(s) OR actual total amended price(s) of the Proposal to the Owner prior to the Closing Time. Disclosure of the total pricing of the Proposal to the Owner or evaluation team prior to the Closing Time may result in rejection of a Proposal.**

PART D: EVALUATION AND SELECTION

1.0 Overview of Evaluation

1. Proposals will be evaluated based upon the following:

Technical Submission Forms:	Available Points:
Northern Knowledge and Experience	8
Proponent Experience	12
Individual Experience	20
Organizational Chart	5
Methodology	40
Schedule	5
Total Technical Submission	90

Proposals scoring **less than 65 points** on the Total Technical Submission will be considered technically unacceptable and the Price and YFN Submission will remain sealed.

Price and YFN Submission Forms:	Evaluation:
Employee Unit Rates	n/a
Price Breakdown	54
Yukon First Nations Participation Plan – Labour Plan	18
Yukon First Nations Participation Plan – Schedule of Wages	2
Yukon First Nations Participation Plan – Labour Levels	16
RFP - Bid Value Reduction Criteria	Applicable Bid Value Reduction may be applied to the Total Price for evaluation purposes.
Total Price and YFN Submission	90

Total Overall Points Available:	180
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2. The Technical Submission shall be opened and evaluated before the Price and YFN Submission. After the technical evaluation is complete, the submission containing the price criteria will be opened and evaluated. Both the technical and price evaluation are subject to any applicable mandatory requirements or terms in the RFP. If there is a minimum technical threshold or score stated in the RFP, those Proposals which meet or exceed the minimum acceptable technical score(s) stated in the RFP will have their Price and YFN Submission evaluated. Proposals that do not meet the minimum technical threshold or score will be rejected and not considered for further evaluation and excluded from a Contract.
3. Subject to section 1.5 below, Proposals will be evaluated on the basis of criteria listed in the RFP and on the Electronic Bidding System and on the contents of the Proposal submitted, including any responses from project references (if applicable) Proponents are solely responsible for ensuring that their Proposals are complete, clear and succinct, and have sufficient detail to enable the Owner to evaluate their Proposal on the basis of the RFP criteria. **Proponents are cautioned that the text fields for a Proposal submission on the Electronic Bidding System may contain a maximum limit of 32,000 characters.**
4. Where applicable, Proponents are solely responsible for ensuring that the Proponent and any of its subcontractors properly register, become verified, and officially listed under the Yukon First Nation

Business Registry.). Proponents bear the full risk and responsibility for the rejection of their Proposal, a reduction in scoring, or not being awarded points for the failure by the Proponent or any of its subcontractors to properly register, be verified, and officially listed under the Yukon First Nation Business Registry or properly qualify as a Yukon First Nation Business.

5. The Owner reserves the right, at its discretion, to: reject a Proposal, exclude a Proponent from a Contract, not apply any evaluation criteria or BVR, score a Proponent a zero for any evaluation criteria, or adjust the evaluation scoring of a Proponent if the Proposal or Proponent's submission contains any errors, omissions, misrepresentations or any other inaccurate, misleading, false, or incomplete information, or otherwise fails to comply with any instruction or requirement under this RFP.
6. The Owner reserves the right, in its sole and absolute discretion, to investigate or request verification or clarification from a Proponent with respect to the contents of its Proposal, without being obligated to seek verification or clarification from any or all other Proponents. Such further verification or clarification may include: details of qualifications or certifications of any personnel, current legal entity status, verification or clarification that the Proponent or any of its subcontractors are duly registered, verified, and officially listed under the Yukon First Nations Business Registry, verification that the primary business location of the Proponent or its subcontractors is situated in the Traditional Territory where the Work is taking place, insurance or health and safety certification or record, status of security or bonds, financial capability, business practices, references for previous work or services, details respecting labour, subcontractors, supplies or equipment, or the ability of the Proponent to: perform the Work, meet the requirements of the Contract, or fulfill any commitments or statements under their Proposal. The Proponent agrees to permit and fully cooperate with the Owner in seeking verification or clarification respecting the contents of their Proposal.
7. The Owner may, at its discretion, accept a Proposal without any investigation, verification, or clarification, and there is no duty or obligation on the Owner in any way to exercise its sole right to request or seek verification or clarification from any Proponent, and such right does not entitle any Proponent with a right or opportunity to: substantially change, fix, or repair its Proposal; or to investigate the Proposal of another Proponent. The Owner will be under no duty or obligation in any way to further verify or clarify any information received from a Proponent or receive further information, whether written or oral, from any Proponent. The Owner is under no duty or obligation in any way to Proponents to perform any investigations on the contents of a Proposal or to otherwise verify or clarify any statements or representations made in a Proposal.
8. If all the Proposals submitted on the RFP are all non-compliant, over-budget or otherwise unacceptable to the Owner, then the Owner reserves the right, at its discretion, to do any one or more of the following: cancel the RFP, re-procure the Work on the same or different terms and conditions regardless of whether price(s) of the Proposal have been made public or not, or take such other action as the Owner deems fit.

2.0 Technical Submission

1. Criteria are awarded a percentage of the total points according to the following, unless otherwise stated:

%	Summary	Description
100	Excellent	superlative response that surpasses YG requirements
90	Excellent / Good	superlative response that surpasses some YG requirements
80	Good	sound response that fully meets YG requirements
70	Good / Acceptable	sound response that meets most YG requirements
60	Acceptable	acceptable response that meets basic requirements with acceptable risk
50	Acceptable / Weak	somewhat unacceptable response that falls short of some basic requirements

40	Weak	unacceptable response that falls short of meeting basic requirements
30	Weak / Seriously Deficient	response deficient in several areas; poses problems
20	Seriously Deficient	response deficient in many areas; poses serious problems
10	Seriously Deficient / Unacceptable	response mostly unacceptable
0	Unacceptable	response completely unacceptable or missing

3.0 Price and YFN Submission

1. Subject to any reductions from applicable bid value reduction criteria, price shall be evaluated as follows:
 1. Lowest Total Price Proponent = 54 points
 2. $\text{Lowest Total Proposal Price} \div \text{Other Proposal Total Price} = \text{Proposal \%}$
 $\text{Proposal \%} \times 54 \text{ points} = \# \text{ of points awarded to other proponent.}$
2. The pricing of a Proposal may be subject to a reduction, only for the purposes of evaluation, in accordance with: the terms of this RFP, the Electronic Bidding System, and Proposal forms. For further information on the bid value reduction criteria and their application, please see the Electronic Bidding System and related forms.
3. **In order to be eligible for bid value reductions related to Yukon First Nation Business Ownership and Yukon First Nation Business Location, Proponents and/or their subcontractors must be duly registered and officially listed as a Yukon First Nation Business under the Yukon First Nation Business Registry before the Closing Time.** If a Proponent and/or their subcontractors have submitted as a Yukon First Nation Business, but it is found at any time prior to award of the Contract, that they are not duly registered or officially listed as a Yukon First Nation Business under the Yukon First Nation Business Registry, then the Owner reserves the right, at its discretion, to reject a Proposal, exclude a Proponent from a Contract, not apply any applicable evaluation criteria or BVR, score a Proponent a zero for any applicable evaluation criteria, or adjust the evaluation scoring of a Proponent. For further information on the registry, please go to the following website at: <https://yukon.ca/en/search-yukon-first-nations-business-registry>, or contact the Procurement Support Centre at: email: contracts@yukon.ca using subject line: YFNBR or by phone at: 1-867-667-5385.
4. Proponents are solely responsible for checking and ensuring that they register, provide all information, and meet all eligibility requirements in order to qualify as a Yukon First Nation Business under the Yukon First Nation Business Registry, and bear the full risk and responsibility for being ineligible for any bid value reductions if they fail to follow the instructions or requirements as set out under this RFP or under the Yukon First Nation Business Registry, or fail to ask questions or seek clarification on any instructions, requirement, or matter related to the Yukon First Nation Business Registry.

4.0 Yukon First Nation Participation Plan - Labour Levels Evaluation

1. Additional evaluation points may be awarded to a Proponent for committing to use Yukon First Nation labour. Such points will be applied in accordance with the terms of this RFP, the Electronic Bidding System, and Proposal forms.

2. For greater certainty, if a Proponent submits on any Yukon First Nation Evaluation Criteria and scores “0” as a result of not meeting any minimum point or evaluation threshold or score on such criteria (in whole or in part) during the evaluation stage and is selected for award of the Contract, the selected Proponent must still fulfill their proposed commitments for such criteria during the performance of the Contract as part of their Yukon First Nation Participation Plan/Agreement. The selected Proponent bears the full risk and sole responsibility for fulfilling any commitments related to Yukon First Nation Criteria contained in their Proposal regardless of whether they received points or failed to meet any threshold for points related to such criteria during the evaluation stage.

5.0 Final Scoring and Ranking

1. Upon completion of the evaluations, the scores for the Technical Submission and the Price and YFN Submissions of each Proposal will be summed to provide a final score. Final scores will be rounded to the nearest whole number, if applicable.
2. The Proposal with the total highest final score shall be the highest ranked Proposal and may be chosen or selected for award and execution of the Contract subject to the terms of the RFP.
3. If two or more Proposals are tied in their total final scoring or technical scoring, then the Owner may, at its discretion, select from among those Proposals: (a) the Proponent with the highest technical score; or (b) the Proponent, who can perform the Work in the best interests of the Owner.

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PART E: SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS

1.0 Professional Engineer Requirement

1. Following tender evaluation and prior to award, the Owner will request documentation from the Proponent with the highest ranked proposal to ensure that the Proponent team member(s) supervising the work is/are qualified Professional Engineer(s) licensed to practice engineering in the Yukon who has/have expertise in riverine flood modelling and mapping. If the Proponent does not provide the requested documentation within 5 business days, the Proposal will be deemed non-compliant.

2.0 Maximum Budget

1. The maximum budget for the contract is **\$650,000.00 (this value includes the project contingency)**. Any proposals received above this predetermined amount will be rejected.

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PART F: CONTRACT, SPECIFICATIONS, AND OTHER DOCUMENTS

Please see the attached Contract, Specifications, and Other Documents:

APPENDIX A: Consultant Services Agreement

APPENDIX B: Flood mapping study areas of interest – Whitehorse area (2026)

APPENDIX C: Government of Yukon flood hazard mapping basemap guidelines v1.3 (2026)

APPENDIX D: Water level analysis for Yukon communities (2021)

APPENDIX E: Water level-return period relationships for rivers and lakes in the Yukon (2021)

APPENDIX F: Yukon River basin flood risk study (1983)

APPENDIX G: Marwell industrial area flooding program (1980)

APPENDIX H: Yukon flood study (1974)

APPENDIX I: Report...regarding erosion and flooding problems on the Yukon River near Whitehorse (1964)

SPECIFICATIONS

Refer to Appendix A: Consultant Services Agreement – Schedule C.

PROJECT SPECIFIC TERMS AND CONDITIONS

Refer to Appendix A: Consultant Services Agreement – Schedule A.

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