

## RFP RULES

### 1. Definitions

In these RFP Rules, the following terms have the respective meanings set out below:

“**Acknowledgment Form**” has the meaning given to it in the Invitation Letter.

“**Alternative Proposal**” has the meaning given to it in Section 13.

“**Amendment**” means any change to the Closing Date, or any deletion, addition, substitution or other change to terms or other information relating to the RFP Process or this RFP that is issued to Bidders in writing by the Supply Chain Representative.

“**Bidder**” means a bidder submitting a Proposal under this RFP.

“**Business Day**” means a day that is not a Saturday, Sunday or statutory holiday in Nouakchott, Mauritania.

“**Claim**” means any claim, demand, complaint, suit, action or cause of action, whether arising in contract, tort or otherwise, and all costs and expenses relating thereto.

“**Clarification**” means any explanation or interpretation relating to the RFP Process or this RFP that is issued to one or more Bidders in writing by the Supply Chain Representative.

“**Closing Date**” has the meaning given to it in the Invitation Letter.

“**Company**” refers to Tasiast Mauritanie Limited S.A.

“**Conflict of Interest**” has the meaning given to it in Section 9.

“**Contract**” means a definitive contract for the performance of the Services between the Company and another party, whether or not a Bidder.

“**Criteria**” has the meaning given to it in Section 16.

“**Due Diligence Information**” has the meaning given to it in Section 8.

“**Form of Contract**” means the form of contract for the performance of the Services.

“**Invitation Letter**” means the cover letter included in this RFP, inviting each Bidder to submit a Proposal to perform the Services.

“**Main Proposal**” has the meaning given to it in Section 12.

“**Preferred Bidder**” has the meaning given to it in Section 17.

“**Proposal**” means a Main Proposal and/or an Alternative Proposal.

“**Representative**” means any director, officer, employee, agent or representative of the Company or any of its affiliates or subsidiaries.

“**RFP**” has the meaning given to it in the Invitation Letter and includes the RFP Documents.

“**RFP Documents**” means the documents listed in the Invitation Letter.

“**RFP Process**” has the meaning given to it in the Invitation Letter.

“**RFP Rules**” refers to the present document.

“**Services**” has the meaning given to it in the Invitation Letter.

“**Supplier Standards of Conduct**” means the document contained in the Form of Contract, setting out the general requirements for the conduct of a Bidder’s business.

“**Supply Chain Representative**” has the meaning given to it in the Invitation Letter.

## **2. Interpretation**

In this RFP, words importing the singular include the plural and vice versa, and words importing gender include all genders. The term “including” means “including without limitation,” and will not be given a restrictive meaning because that word is followed by particular examples intended to fall within the meaning of the general words, and the terms “include,” “includes” and “included” have similar meanings. The term “will” has the same meaning as “shall.” A decision which is in the Company’s “sole discretion” is deemed to be in the Company’s sole and absolute discretion. No rule of contractual interpretation to the effect that any ambiguity is to be resolved against the Company will be applicable in the interpretation of these RFP Rules.

## **3. Governing Law**

All matters relating to this RFP, the RFP Process and any Proposals are governed by, and are to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein. Subject to Section 21, each of the Bidders irrevocably submits to the exclusive jurisdiction of the courts of the City of Toronto in respect of all matters relating to this RFP and the RFP Process.

## **4. Amendments and Clarifications**

The Company may, at any time, issue an Amendment or Clarification to this RFP, or cancel the RFP Process, by written notice to the Bidders. This RFP will not be considered to be amended, clarified or cancelled by any oral comment, explanation or interpretation by the Company or any of the Representatives, and accordingly, no Bidder may rely on any such oral comment, explanation or interpretation. Further, no Bidder may rely on any amendment, clarification, cancellation or any other information whatsoever relating to this RFP, and no term of this RFP may be amended or clarified in any way whatsoever, unless issued by the Company as an Amendment, a Clarification or a written notice of cancellation.

The Company will issue all Amendments to this RFP as numbered authorized Amendments. The Company will issue all Clarifications to this RFP as numbered authorized Clarifications. All Amendments, Clarifications and cancellations relating to this RFP that are issued by the Supply Chain Representative identified on the cover page of this RFP will, automatically upon issue, become part of this RFP.

Each Bidder must include in its Proposal a statement that the Bidder has taken into account, in the preparation of its Proposal, each Amendment and Clarification. If a controversy arises with respect to the interpretation of a term of this RFP, and a Bidder has not sought a Clarification of that term (including any provision in the Form of Contract), the Company’s interpretation will govern. The Company strongly encourages each Bidder to contact the Supply Chain Representative at least five (5) Business Days before the Closing Date to confirm that such Bidder has received all Amendments and Clarifications.

Each Bidder is strongly discouraged from making any assumptions and encouraged to seek Clarifications with respect to any questions that such Bidder might have, particularly related to any error or discrepancy in this RFP identified by a Bidder. Bidders may not rely on any assumptions made or on any errors or discrepancies. Bidders are responsible for seeking Clarifications with respect to any questions they may have respecting commercial, technical or other issues. Bidders must submit in writing to the Supply Chain Representative all questions respecting commercial, technical or other issues arising in respect of this

RFP, including in relation to any site visit.

The Company may issue Amendments, Clarifications and any other notices or communications to any Bidder by hand, courier, mail or email. Except as otherwise provided in these RFP Rules, the Company will not be bound by responses to oral questions and will not answer any questions received within five (5) Business Days of the Closing Date.

## **5. Communications with Company**

Every question, notice or other communication from a Bidder to the Company that is required or permitted under this RFP must be in writing and delivered to the attention of the Supply Chain Representative, using the contact details set out on the cover page of this RFP. Any such communication may be delivered by hand, courier, mail or email. The Company encourages Bidders to submit such questions, notices and other communications by email.

The Supply Chain Representative will act as a single point of contact for all Bidder questions or other communications regarding the RFP or the RFP Process. During the RFP Process, Bidders may not contact any representative of the Company other than the Supply Chain Representative, except as expressly permitted by these RFP Rules. The Company reserves the right to exclude or disqualify from the RFP Process any Bidder that violates this rule. No Bidder will engage in any conduct that would cause the Company or any of its Representatives to be in breach of any of the obligations set out in the Company's Code of Business Conduct and Ethics (<https://www.kinross.com/corporate-responsibility/reports-and-policies/default.aspx>).

## **6. Standards and Information**

A Bidder may obtain any internal documents of the Company that are mentioned but not included in this RFP by contacting the Supply Chain Representative. Each Bidder must itself obtain any documents issued by a standards organization or regulatory body that are mentioned in this RFP or any collective agreement applicable to the Services. Each Bidder must ensure that it has the current version of all such documents that are mentioned or applicable to this RFP, and take these documents into account in the preparation of any Proposal.

## **7. Credit Information**

Each Bidder authorizes the Company to make credit enquiries about such Bidder and any of its affiliates, and to receive and exchange credit information from credit reporting agencies or other persons with whom the Bidder or any of its affiliates has or may expect to have financial dealings. Each Bidder must provide the Company with such Bidder's (and, on request by the Company, any of its affiliates') audited financial statements for the last three financial years for which they are available, and unaudited financial statements for any period after the last audited period. If a Bidder submits financial statements from a parent company to satisfy this requirement, the Company will expect the Bidder to provide it with a parental guarantee if the Bidder enters into a Contract with the Company. Each Bidder will also provide the Company with any other legal or financial information respecting such Bidder or any of its affiliates that the Company may reasonably request.

## **8. Due Diligence**

Each Bidder must conduct its own independent research and due diligence, including seeking any independent advice considered necessary by the Bidder. Before submitting a Proposal, each Bidder must thoroughly examine all the terms and other information contained in this RFP and, in particular, all the information contained in the enclosed exhibits. Each Bidder is responsible for being fully informed prior to submitting a Proposal as to:

- (a) all aspects of performing the Services;
- (b) all risks, contingencies and other circumstances that may influence its determination of the cost of performing the Services or affect the contents of its Proposal;

- (c) all existing conditions and limitations under which the Services will be provided;
- (d) all required permits, consents, authorizations, approvals, licenses and inspections;
- (e) all existing conditions and limitations respecting the operational environment at the applicable site (including labour conditions, physical conditions, health and safety practices, other administrative practices, normal working hours and the potential delays that may be incurred as a result of limits on access or similar restraints, or as a result of other work being conducted in the area where the Services are to be provided);
- (f) all applicable load (including height, width and weight) and speed restrictions, if any, on railways and roads;
- (g) all requirements of the Supplier Standards of Conduct; and
- (h) all terms of the Form of Contract.

(collectively, the “**Due Diligence Information**”).

The prices set out by each Bidder in its Proposal are deemed to include all the costs associated with the Due Diligence Information. The Company will make no allowance to any Bidder (whether by an extension to the schedule for the Services, additional payment or otherwise) because of any failure to carry out sufficient examinations or any failure to obtain any Due Diligence Information.

By submitting a Proposal, each Bidder represents and warrants to the Company that:

- (i) such Bidder has familiarized itself with all matters respecting the site, the Services and the Due Diligence Information, including all special conditions respecting the site and the Services that are not referred to in the RFP Documents;
- (ii) such Bidder has relied solely on the Bidder’s findings, conclusions, interpretations and other opinions in evaluating the risks, contingencies and other circumstances that may be encountered in performing the Services;
- (iii) such Bidder has made due allowance (including by way of pricing) for all those matters referred to above in this Section 8 in the Proposal; and
- (iv) all information contained in the Proposal is accurate, complete and not misleading.

The Bidder’s obligations set out in this Section 8 apply irrespective of any Clarifications or Amendments or information contained in this RFP.

**Please note that the Preferred Bidder(s) will be requested to sign the Supplier Standards of Conduct and fill out a Supplier Due Diligence Questionnaire (SDDQ). The final execution of the Contract will be subject to the successful completion of the Company’s due diligence process, including approval in the Company’s Supplier Due Diligence Portal (SDDP).**

## **9. Integrity of RFP Process**

No Bidder will share information or otherwise communicate, either directly or indirectly, with any other Bidder regarding the RFP Process, without written consent of the Company. Bidders will prepare and submit their respective Proposals independently and without any knowledge, comparison of information or arrangement, direct or indirect, with any other Bidder. Further, no Bidder will engage in any conduct that compromises, or could reasonably be perceived to compromise, the integrity of the RFP Process. No Bidder will communicate with any person with a view to obtaining preferred treatment in the RFP Process.

Bidders will promptly disclose in a written statement to the Supply Chain Representative any situation where a Bidder's or any of its affiliates' other commitments, relationships or financial interests could (or could be perceived to) exercise an improper influence over the objective, unbiased and impartial exercise of independent judgment by any Representative of the Company (a "**Conflict of Interest**"). Upon request by the Company, each Bidder will provide the Company with such Bidder's proposed means to manage, mitigate or minimize to the greatest extent practicable any such Conflict of Interest together with any additional information that the Company considers necessary, in its sole discretion, to properly assess the Conflict of Interest. The Company may, in its sole discretion: (a) exclude any Bidder from the RFP Process on the grounds of Conflict of Interest or (b) waive any and all Conflicts of Interest on such terms and conditions as the Company, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated or minimized.

#### **10. Equal Access to Information**

If the Company discovers that it has provided any Amendment or Clarification to any Bidder and such Amendment or Clarification has not been provided to all Bidders, the Company will promptly provide such Amendment or Clarification to all other Bidders and, in the Company's sole discretion, the Company may extend the Closing Date by an Amendment. Notwithstanding the preceding sentence, the Company may, in its sole discretion, provide a Clarification to a single Bidder and not to other Bidders, if the Clarification is specific to that Bidder.

#### **11. Pricing**

Each Bidder must submit a Proposal, based on the pricing schedule template provided by the Company and containing pricing terms, denominated in Mauritanian Ouguiyas (MRU) and any other currency designated by the Company, for the completion of the entire scope of Services. The pricing offered by each Bidder in its Proposal must include all applicable taxes and statutory withholdings, except Mauritanian value-added tax (VAT), if applicable.

#### **12. Main Proposal**

Bidders will submit their Proposals to the Company in accordance with all the terms of this RFP. The Company strongly encourages each Bidder to submit a Proposal that satisfies all the technical, commercial and other requirements of this RFP (the "**Main Proposal**"). Any Proposal containing amendments, qualifications or exceptions to the requirements of this RFP, or that is otherwise incomplete, will be considered to be an Alternative Proposal.

Each Bidder is deemed to have offered to agree to each term in this RFP (including all terms of the Form of Contract) that the Bidder has not expressly amended or qualified, or in respect of which no exception has been submitted. Unless a Proposal is specifically identified as, or clearly intended to be, an Alternative Proposal, the Company will assume that any explanatory or descriptive material included in a Proposal does not constitute an amendment, qualification or exception to the requirements of this RFP.

All Proposals must be in the **English or French** language and be composed of all of the items to be completed in accordance with the instructions contained in this RFP.

The Company may, in its sole discretion, accept or reject any Proposal that is not composed of the items listed in this RFP, or that includes forms that have not been completed in accordance with all instructions contained in this RFP.

The Supply Chain Representative may, upon request from a Bidder, exempt that Bidder from the requirement to complete and submit a Due Diligence Questionnaire as part of its Proposal if that Bidder has previously submitted this form. The Company may approve or deny such request in its sole discretion.

#### **13. Alternative Proposal**

A Bidder may submit more than one Proposal. If a Bidder wishes to make any amendments, qualifications

or exceptions to the requirements of this RFP, the Bidder is required to submit (a) a Main Proposal in accordance with all the requirements of this RFP and (b) one or more additional Proposals containing all such amendments, qualifications and exceptions (any one of which is referred to as an “**Alternative Proposal**”).

If a Bidder submits any exceptions or proposes any changes to the Form of Contract, the Proposal containing such exceptions or changes will be deemed to constitute an Alternative Proposal.

The pricing information for any Alternative Proposal should be included in the Pricing Schedule and should be clearly identified as an Alternative Proposal. The Company may reject any Proposal containing only an Alternative Proposal and no Main Proposal. All Bidders are advised of this risk if a Bidder chooses to submit only an Alternative Proposal and no Main Proposal.

Nevertheless, the Company welcomes any Alternative Proposal that a Bidder considers appropriate in light of its technical and commercial knowledge. A Bidder should make clear in any Alternative Proposal the advantages and disadvantages of the proposed alternative.

Each Bidder must state expressly, in any Alternative Proposal, all of the proposed amendments, qualifications and exceptions to the requirements of this RFP. Exceptions to the Form of Contract must be set out precisely on a line-by-line basis [in chart format / in comparison format (such as Microsoft Word Track Changes)], with specific alternate wording provided, in the Contract Issues Register template.

As noted above, each Bidder is deemed to have offered to agree to each term in this RFP that the Bidder has not expressly amended or qualified, or in respect of which no exception has been submitted.

The Company will evaluate each Alternative Proposal based on the same Criteria as the Main Proposal. Each Bidder that submits an Alternative Proposal will provide the Company with such information as the Company may request to evaluate the Alternative Proposal.

The Company may cancel the RFP Process and issue a new request for proposals based on any Alternative Proposal, except to the extent that such Alternative Proposal is based on trade secrets of the Bidder and the Bidder has disclosed such trade secrets in its Alternative Proposal.

#### **14. Submission of Proposals**

Each Bidder must submit one electronic copy of each required form in Pdf (including copies of each required form) and addressed to the Supply Chain Representative.

#### **15. Withdrawal or Revision of Proposals**

A Bidder may withdraw any previously submitted Proposal at any time prior to the Closing Date, by submitting a notice signed by an authorized signatory of the Bidder requesting the removal of the Bidder's submitted Proposal. The Bidder must deliver its notice to the Supply Chain Representative.

A Bidder may revise all or part of a previously submitted Proposal at any time up to the Closing Date by delivering a new Proposal to the Closing Location. Subject to Section 13 relating to the submission of one or more Alternative Proposals, the last Proposal submitted by a Bidder will supersede all previously submitted Proposals from that Bidder.

At the opening of the Proposals, the Company will discard, unopened, all superseded Proposals. It is the responsibility of each Bidder to clearly indicate to the Company in writing which Proposals, if any, are to be discarded.

#### **16. Evaluation Criteria and Methodology**

The Company will evaluate each Proposal to determine which Proposal best satisfies the Company's requirements, based on the criteria set out in this RFP (the “**Criteria**”). The Company is under no obligation to discuss the contents or evaluation of any Proposal with any Bidder. The Criteria may be changed by an Amendment.

After the Closing Date, Company may interview any Bidder and may specifically seek clarification or additional information in any format whatsoever in respect of such Bidder's Proposal. The response received by Company from a Bidder will, if accepted by Company, form part of such Bidder's Proposal.

Company may verify with a Bidder or any third party any information set out in such Bidder's Proposal. Company may check any references of a Bidder in addition to any references submitted in such Bidder's Proposal. Each Bidder authorizes Company to make any enquiries about such Bidder, any affiliates of such Bidder, and such Bidder's Proposal for the purpose of verifying any such information.

Company will have the right, at any time and in its sole discretion, to consider in the evaluation of the Proposals or in the exercise of any of its rights under this RFP (a) any instances of poor performance by a Bidder that Company or its affiliates have experienced and (b) any information about a Bidder that is, in Company's sole discretion, credible information. If Company receives information at any time that, in Company's view, reveals that earlier information submitted by such Bidder is inaccurate, incomplete or misleading, Company may, in its sole discretion, re-evaluate such Bidder's Proposal based on the Criteria and take such other actions as Company considers appropriate in the circumstances.

Company is not obliged, however, under any circumstance, to seek any clarification or any additional information from any Bidder or any third party.

## **17. Negotiation and Contract**

Each Proposal will constitute an offer by the Bidder to the Company to enter into a Contract on the terms of that Proposal (including the terms of the Form of Contract, subject to any amendment or qualification of those terms set out in an Alternative Proposal). The Supplier Standards of Conduct will form part of any Contract.

Nothing in this RFP constitutes an offer of any kind whatsoever by Company to any Bidder. This RFP is not an offer to enter into either a bidding contract (often referred to as "Contract A") or a contract to perform the Services (often referred to as "Contract B"). The Company is not obliged to accept the Proposal with the lowest price, negotiate with the Bidder whose Proposal contains the lowest price, accept any Proposal whatsoever or negotiate with any Bidder whatsoever.

The Company may reject all Proposals, cancel the RFP Process or accept or negotiate any Proposal in whole or in part, at the Company's sole discretion. The Company may seek additional Proposals. The Company may enter into a Contract with a party that is not a Bidder, use its own resources to perform the Services or extend or renegotiate an existing agreement for performance of the Services.

Once the Company has undertaken its evaluation (and any re-evaluation for any reason) of each of the Proposals based on the Criteria, the Company may, in its sole discretion, and without taking into account any custom, usage or agreement in the industry or trade, any other policy or practice or any other term in this RFP, take any of the following actions:

- (a) enter into a Contract, based on the relevant Proposal, with the Bidder whose Proposal best satisfies the Criteria, in the Company's sole discretion;
- (b) select one or more preferred Bidders (each, a "**Preferred Bidder**") with whom to begin negotiating a Contract (which negotiations may be sequential or simultaneous, in the Company's sole discretion) based on the offer of each such Preferred Bidder set out in its Proposal;
- (c) cancel the RFP Process and not enter into a Contract with any or all Bidders; or
- (d) cancel the RFP Process and issue a new request for proposals, tender or otherwise for some or all of the Services.

If the Company proceeds in the manner described in Section 17(b), the Company may change the scope of Services or change any other terms or information contained in this RFP, and otherwise negotiate all aspects of a Contract with the Preferred Bidder(s), including the commercial terms and legal terms, in any manner whatsoever. The Company will not disclose any such changes to any Bidder that is not a Preferred

Bidder.

The Company will not, by selecting any Preferred Bidder and beginning negotiations with such Preferred Bidder, be considered to have entered into any binding agreement with such Preferred Bidder for the performance of the Services or any other matter. Based on the negotiations and the Criteria, the Company will choose, in its sole discretion, the Preferred Bidder(s), if any, with whom to enter into a Contract on agreed terms.

If the Company proceeds in the manner described in Section 17(b), the Company may, in its sole discretion, subsequently proceed under Section 17(c) or Section 17(d) for any reason whatsoever. For clarity purposes and without limiting the generality of the foregoing, the Company reserves the right at its sole discretion to cancel any conditional award at any time prior to its signature of a binding agreement.

Any time after one or more Preferred Bidders have been identified, the Company will formally notify the Bidders who were not successful in the RFP Process that they have not been selected. Any time after the Company has entered into a final Contract, the Company, in its sole discretion, may meet with any unsuccessful Bidder to provide a debriefing.

All of the terms in this Section 17 apply despite any other term in these RFP Rules.

#### **18. Confidentiality**

When receiving this RFP, each Bidder enters into a confidentiality agreement with the Company that applies to this RFP and the RFP Process. The fact that the Company is conducting the RFP Process is confidential and the material contained in this RFP or disclosed in connection with the RFP Process is the sole property of the Company.

Except with the approval of a Bidder, under no circumstances will the Company disclose any information contained in a Proposal of that Bidder to any other Bidder, including a Preferred Bidder. The Company will, however, disclose that part of any Proposal that the Company is required to disclose under applicable law. In addition, the Company may disclose any information contained in a Proposal, on a confidential basis, to its affiliates and advisors.

#### **19. Costs**

Each Bidder will be solely responsible for all of its costs and other expenses in respect of the RFP Process, including the preparation or revision of any Proposal, any site visits or meetings and the negotiation of any Contract, regardless of the outcome of the RFP Process.

#### **20. No Representations or Warranties**

The Company has included statements of facts and other information in this RFP merely for the general information of the Bidders. Neither the Company nor any of the Representatives make any representation, warranty or guarantee, express, implied or otherwise, as to the accuracy or completeness of any of these statements or other information or any subsequent written or oral statements of fact or other information provided to any Bidder.

Each Bidder (on its own behalf and on behalf of its affiliates, subcontractors of any tier, and proposed subcontractors of any tier) releases the Company and all Representatives from all Claims in respect of all such statements, other information and any representation, warranty or guarantee contained in, or omitted from, this RFP or in any subsequent written or oral statements of fact or other information provided to any Bidder.

#### **21. Finality**

The Company's evaluation process and ultimate selection of a successful Bidder (if any) are final and binding on all Bidders. All the terms of this RFP are expressly set out in this RFP and there are no implied terms relating to this RFP. Despite any other term in this RFP, no Bidder may make any Claim against or in respect of the Company or any Representatives to any court, other adjudicative body, governmental authority or

regulatory authority relating to this RFP or the RFP Process for any reason whatsoever, including interpretation of this RFP, application of the RFP Rules, conduct of the process of evaluation, conduct of negotiations, exclusion of a Bidder, selection of a Preferred Bidder or the successful Bidder or the selection of no Preferred Bidder or successful Bidder.

Without limiting the generality of the foregoing, no Bidder may seek any judgment, order, decree, injunction, declaration or other relief relating to this RFP or the RFP Process, including relief relating to the notion that any Proposal was the "lowest" or "best" Proposal, that any Bidder should be selected as the successful Bidder, that the Company erred in its evaluation of any Proposal or that the Company or Representatives otherwise exercised any discretion or conducted the RFP Process in an inappropriate, unreasonable or unfair manner.

Each Bidder (on its own behalf and on behalf of its affiliates, subcontractors of any tier, and proposed subcontractors of any tier) releases the Company and all Representatives from all Claims. In no event whatsoever will the Company or Representatives be liable to any Bidder (or its affiliates, subcontractors of any tier, or proposed subcontractors of any tier) for indirect, special or consequential damages, including lost profits and loss of opportunity. The Bidder will indemnify the Company and Representatives in respect of all Claims made against the Company or Representatives by any affiliate, subcontractor of any tier, or proposed subcontractor of any tier, of the Bidder relating to this RFP or the RFP Process.

Should a Bidder have any complaint or concern regarding this RFP or the RFP Process, the Bidder is encouraged to submit such complaint or concern in writing to:

**Fernando Solsona**

Procurement & Contract Services Manager

[Fernando.Solsona@kinross.com](mailto:Fernando.Solsona@kinross.com)

## **22. Rights of the Company**

Notwithstanding anything else in this RFP, the Company has the right, in its sole discretion:

- (a) to change the dates, schedule, deadlines, process and requirements described in this RFP;
- (b) to accept or reject any or all Proposals;
- (c) to disqualify any Bidder that does not meet the requirements of this RFP or the RFP Process, including a Bidder that contravenes any prohibition or requirement set out in this RFP, or waive compliance with any such prohibition or requirement;
- (d) to change the description and scope of the Services;
- (e) to reissue the same RFP Documents or different documents in relation to the Services;
- (f) to cancel the RFP Process; or
- (g) to elect not to proceed with the Services for any reason whatsoever,

in each case, without incurring any liability for costs and damages incurred by Bidder or any of its affiliates, subcontractors of any tier, or proposed subcontractors of any tier.

## **23. Acceptance of Terms**

If a Bidder has not signed and delivered to the Company the Acknowledgement Form, then by submitting a Proposal, each Bidder who submits a Proposal is deemed to agree to the terms of the Invitation Letter and these RFP Rules.