

YUKON  
ENERGY



# YUKON ENERGY CORPORATION

## REQUEST FOR PROPOSALS ("RFP") ##2011-009

### Information Technology (IT) Strategic Plan

YUKON ENERGY CORPORATION

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# **SECTION 1: INTRODUCTION AND DEFINITIONS**

## **1.1 CORPORATE OVERVIEW**

Established in 1987, Yukon Energy Corporation (“the Corporation”) is a publicly-owned electrical utility that operates as a business, at arms length from the Yukon Government. We are the main generator and a transmitter of electrical energy in the Yukon and we work with our parent company Yukon Development Corporation to provide Yukon residents with a sufficient supply of safe, reliable electricity and related energy services.

The Corporation is regulated by the Business Corporations Act, the Public Utilities Act and the Yukon Water Act. The main office is located near the Whitehorse Rapids Hydro Plant in Whitehorse with community offices in Mayo, Faro and Dawson City.

Additional Corporation information and annual reports can be viewed on the Corporation’s website at: <http://www.yukonenergy.ca>

## **1.2 PURPOSE**

Yukon Energy is inviting proposal submissions from qualified consultants to provide consulting services for the development of an Information Technology (IT) five year strategic plan and two year tactical plan. The successful proponent should possess recent experience in Information Technology strategic planning in a public utility environment, and be capable of creating a well documented plan to guide the Corporation in planning, procuring, implementing and managing current and future IT investments and resources. The Corporation anticipates that the development of a strategic plan will be an iterative process involving all stakeholders.

The deliverable of a final report pertaining to the Information Technology(IT) Strategic Plan is expected by December 15, 2011.

Background information and a detailed Set of deliverable are provided below and where indicated in the attached files.

## **1.3 INTENT**

It is the intent of the Corporation to obtain the best overall solution, services and value through a RFP process that provides a high level of responsiveness, quality Proposals, and a Proponent that has a proven track record of meeting its client’s needs.

## **1.4 ACCESS TO INFORMATION AND PROTECTION OF PRIVACY ACT**

Once proposals are opened, they become the property of Yukon Energy, and will not be returned. Subject to the Access to Information and Protection of privacy Act, (ATIPP) information, other than price, contained in in proposals submitted will be held in confidence. However, please note that all documents submitted to Yukon Energy are subject to ATIPP. While ATIPP allows members of the public to access records in Yukon Energy’s custody or control, it also prohibits some, but not necessarily all, disclosures by Yukon Energy, in particular of personal information or confidential business information. Disclosure is prohibited if it would be significantly harmful to business interests or would be an unreasonable invasion of privacy, as defined in sections 24 and 25 of ATIPP. Accordingly, proponents are encouraged to:

- a identify those portions of their submission which they are supplying in confidence and

- for which disclosure would be significantly harmful to their business, or would be an unreasonable invasion of their personal privacy, as defined in sections 24 and 25 of ATIPP and,
- b be prepared to justify that determination if challenged to do so by someone who applies for access to the information.

## 1.5 ACKNOWLEDGMENT

The Corporation thanks all Proponents for responding to this RFP. It recognizes the time, resources and energy that it takes to complete and submit a Proposal for consideration. The Corporation does not take lightly the endeavour and effort made to provide a Proposal and appreciates your response to this RFP.

In no way or manner should this RFP be considered a repudiation or statement of dissatisfaction with any current company providing services to the Corporation. This RFP is an ongoing business commitment and demonstration ensuring that the Corporation undergoes scrutiny and diligence that can withstand review and audit. The Corporation is committed to the highest standards of business practice and services and appreciates your company helping the Corporation achieve these goals.

Thank you in advance for participating in this RFP process.

## 1.6 DEFINITIONS

**“Closing Time”** or **“Closing Date and Time”** means the date and time specified in 2.4 of this RFP.

**“Contract”** means the agreement between the Corporation and Contractor as embodied in all the Contract Documents.

**“Contractor”** means the successful Proponent that is awarded a Contract as a result of this RFP process.

**“Contractor’s Representative”** means the person appointed by Contractor as its representative, and unless advised otherwise in writing, Contractor’s Representative (a) has full authority to act on behalf of and bind the Contractor, and (b) may, in writing, delegate any or all of his or her authority to any other person.

**“Corporation”** means Yukon Energy Corporation.

**“Corporation’s Designate”** means the person named in this RFP who has the authority to issue the RFP and manage the RFP process on behalf of the Corporation.

**“Corporation’s Representative”** means the person appointed by the Corporation who has responsibility for managing the Contract and, unless Contractor is expressly advised otherwise, Corporation’s Representative (a) has full authority to act on behalf of and bind the Corporation, and (b) may, in writing, delegate any or all of his or her authority to any other person.

**“Day”** means a calendar day, unless specifically stated otherwise.

**“Intellectual Property”** means all drawings, plans, models, designs, graphics, reports, specifications, calculations, concepts, methodologies, products, prototypes, inventions, processes, trade secrets, industrial designs, works, including literary and artistic works, images, logos, trade-marks, audio recordings, video recordings, computer programs and software, whether hardcopy or electronic media format, prepared, produced or developed by or at the direction of Contractor or any subcontractor in connection with this Contract or the provision of the Work, and all intellectual property rights in, to and associated therewith.

**“Potential Proponent”** means a person or organization who has received this RFP.

**“Proponent”** means a person or organization who submits a Proposal in response to this RFP.

**“Proposal”** means the documents, if any, that Proponent delivers to the Corporation proposing to perform the Work.

**“Proposal Delivery Office”** means the Corporation office where Proposals shall be delivered, if by post or courier, as specified „Proposal Delivery’ of this RFP.

**“RFP”** means this Request for Proposal process.

**“RFP Documents”** means all sections of this RFP including:

Section 1 – Introduction and Definitions

Section 2 – Instructions to Proponents

Section 3 – Evaluation Process and Criteria

Section 4 – Requirements and Specifications

Section 5 – Forms of Proposal

Section 6 – Appendices

Addenda, if any; and

Question and Answer series, if any.

**“Work”** means all or any part of the services and obligations required to be performed by the Contractor under a Contract.

## **SECTION 2: INSTRUCTIONS TO PROPONENTS**

Proponents are requested to provide comprehensive information as outlined in the RFP Documents to enable complete and accurate evaluation of their Proposal. Omission of any information that the Corporation deems as pertinent to the Proposal may cause the Proposal to receive a lower rating through evaluations, or may cause the Proposal to be disqualified at the Corporation's absolute discretion.

### **2.1 LETTER OF INTENT TO RESPOND**

After reviewing this RFP, the Corporation requests that all potential proponents who intend to respond to this RFP identify themselves using the letter of intent to respond (the "Letter of Intent") provided in Appendix B of this RFP. Only those companies / individuals submitting a Letter of Intent will receive subsequent information, addenda and Q&A information.

### **2.2 PROPOSAL DELIVERY**

Proposals along with the submission documents in the Forms of Proposal section should be submitted in a sealed envelope and delivered in original form by hand or courier to:

**Yukon Energy Corporation  
Attention: Matthew Sills ("Corporation's Designate")  
Procurement Department  
2 Miles Canyon Rd  
Whitehorse YT Y1A6S7**

### **2.3 CORPORATION'S DESIGNATE**

For the purposes of this RFP process, the Corporation's Designate is:

Matthew Sills  
Phone: 867-393-5335  
Matthew.sills@yec.yk.ca

E-mail communications are preferable.

### **2.4 CLOSING DATE AND TIME**

The date and time of RFP closing is Friday September 23, 2011 **at 4:00:00 PM. PST** (as per the Corporation's time clock located at the reception area). Strict adherence to this deadline will be maintained. In order to be considered, Proposals must be received at the location specified herein on or before the RFP Closing Date and Time. Proposals received after the Closing Date and Time will be rejected and returned to the Proponent unopened.

### **2.5 PROPOSAL SUBMISSION**

Proponent should clearly identify on the envelope containing the Proposal, the name and address of the Proponent, the RFP number, the title of the RFP and the RFP Closing Date and Time.

One (1) copy of the Proposal should be submitted. This copy should be in hardcopy form, and be originally executed including original signature(s) of duly authorized signatory(s) of the Proponent.

One copy of all Pricing Pages, as outlined in the Forms of Proposal should be submitted in a separate envelope, identified with the name and address of the Proponent, the RFP number, the title of the RFP, and labelled:

***Confidential  
Pricing Pages***

One copy of the Proposal, in electronic form, preferably on a CD, should be included as part of the Proposal submission package.

To enable the Corporation to effectively evaluate submissions, Proponents are requested to submit Proposals with adherence to the form and format within these RFP Documents, referencing the section(s) and clause(s), as necessary, to facilitate accurate and expedient evaluations.

## **2.6 ELECTRONIC PROPOSAL SUBMISSION**

The Corporation will accept Proposal submissions in electronic format, in accordance with these Electronic Proposal Submission requirements. If submitting your Proposal electronically, and in order for your Proposal to be considered, your Electronic Proposal Submission must:

- a) be received by the Corporation's Designate on or before the Closing Date and Time;
- b) be identified and transmitted as follows submitting two separate emails to separate price and non-price components, identified as follows:
  - a. Email #1 should be identified as "Submission #1 for RFP# 2011-009, Non Price Components" and include completed forms 5.1, 5.2, 5.5, 5.6, 5.7, 5.8, and 5.9.
  - b. Email #2 should be identified as "Submission #1 for RFP# 2011-009, Price Components" and include completed forms 5.3 and 5.4
- c) be transmitted to the Corporation's Designate only;
- d) include, at a minimum, a duly executed copy of the Forms of Proposal, signed by authorized representative(s) of the Proponent's organization;
- e) include shipment/courier details to assure the Corporation that the originally executed Proposal documents, as outlined in Proposal Submission, are in transit, including:
  - the name of the courier company that the original Proposal documents have been shipped by,
  - the courier company's document tracking number(s).

The Corporation's preference is to receive electronic Proposal submissions via email, in PDF format or alternately in Microsoft Word/Excel format.

At a minimum, the RFP Forms of Proposal should form part of the electronic Proposal submission. Proponent's sales literature and/or any additional information to that requested in the RFP Forms of Proposal, that the Proponent is including in their Proposal submission, need not be included in the electronic Proposal submission.

## **2.7 VERIFICATION OF PROPOSAL RECEIPT**

Proponents may verify that their Proposal has been received prior to the Closing Date and Time by contacting the Corporation's Designate. The Proponent must identify their company name before any information will be released. No other information concerning the RFP other than confirmation of Proposal receipt will be released.

## **2.8 QUESTIONS AND QUERIES**

Proponents are required to submit their questions, including questions relating to specifications, discrepancies, omissions, or any apparent ambiguities, in writing, by e-mail, in accordance with the schedule set out below, to:

**Yukon Energy Corporation**  
Attention: Matthew Sills ("Corporation's Designate")  
Telephone: 867-393-5335



E-mail: [Matthew.sills@yec.yk.ca](mailto:Matthew.sills@yec.yk.ca)

Please note that the aforementioned “Corporation’s Representative” will be unavailable from September 1, 2011 through September 12, 2011, and in his absence, all inquiries should be addressed to:

**Yukon Energy Corporation**

Attention: Lynda Harlow (the “Alternative Corporation’s Representative”)

Telephone: (867) 393-5302 Fax: (867) 393-5301

E-mail: [lynda.harlow@yec.yk.ca](mailto:lynda.harlow@yec.yk.ca)

Proponents will not **contact or ask questions of any other Corporation personnel. Information obtained from any person or source** other than the Corporation’s Representative cannot be relied on for the purposes of this RFP process and cannot be incorporated into a Proposal. The Corporation may disqualify any Proponent who solicits information from any person other than the Corporation’s Representative.

The Corporation will review the questions and where the information is not already provided, will issue an addendum to all Proponents under Section 2.8. Responses may be made up to 48 hours prior to the Closing Date and Time. The Proponent that submitted the question will not be identified in the Corporation’s response.

To facilitate the question and answer process, the Corporation will use the schedule identified below for the receipt of questions and delivery of the Corporation’s responses. The Corporation will make a reasonable effort to have the responses issued by the end of business on the Corporation’s Response Date.

	Submission Date	Corporation’s Response Date
<b>Q&amp;A Session #1</b>	<b>September 9</b>	<b>September 12</b>
<b>Q&amp;A Session #2</b>	<b>September 16</b>	<b>September 19</b>

## **2.9 PROPOSAL WITHDRAWALS**

Proposals may be withdrawn at any time prior to the Closing Date and Time by submitting a written withdrawal request to the Corporation’s Designate at the same address to which the Proposal was submitted. The Proposal will be returned to the Proponent unopened.

## **2.10 PROPOSAL AMENDMENTS**

Where a Proposal has been received by the Corporation before the RFP Closing Date and Time, amendments by email are acceptable provided that such amendments are received in writing at the location specified herein prior to the RFP Closing Date and Time.

Amendments to Proposals should clearly state the name and address of the Proponent, the RFP number, and the name of the RFP in accordance with these Instructions to Proponents. Any amendment must be duly signed by an authorized signatory of the Proponent.

Any amendment to the Proposal price should state only the amount by which the Proposal price is increased or decreased and should not indicate the revised total Proposal price.

## **2.11 PROPOSAL DETAILS**

Proponents should provide complete and accurate information and details for all aspects of their Proposal. Failure to respond to any requests for information, costs, qualifications or clauses will be

deemed to be a negative response and may disqualify the Proposal or cause the Proposal to receive a lower rating through evaluations.

## **2.12 ALTERNATIVE PROPOSALS**

Proponents wishing to submit alternate innovative methods or operational Proposals that they feel will benefit the Corporation are encouraged to do so. It is requested that alternative Proposals be shown separately and submitted as an „Alternate Proposal’ and accompanied by their initial Proposal that meets the service requirements stated in this RFP. It is also requested that Proponents identify their preference of alternatives in order from first preference on.

## **2.13 PROPOSAL OPENING**

The opening of Proposals will be closed to the public. Information on Proponent’s names and/or prices received may be released at the Corporation’s absolute discretion. In the event the Proponent’s names and/or prices are released, this information may be released in a timely fashion and only to qualifying Proponents after Proposals are opened and evaluated, and a Contract is awarded to the successful Proponent.

## **2.14 ADDENDA**

All addenda and/or question and answer series issued during this RFP will become part of the RFP. Proponents should identify all addenda and/or question and answer series received during the RFP process as requested in the Forms of Proposal.

## **2.15 EXTENSIONS**

The Corporation may extend the Closing Date and Time of the RFP by issuing a written addendum to all Potential Proponents.

## **2.16 IRREVOCABILITY**

Proposals shall be irrevocable for a period of sixty (60) days from the closing date and the Proponent shall not have the option of revoking its Proposal until the expiry of the irrevocable period.

## **2.17 REFERENCES / SEARCHES / CONTACTS**

Proponents are requested to include a list of at least three (3) references of clients, complete with the contact person(s) and their contact information, for which they have done work, similar in scope and size to the Work outlined in the RFP, within the past three (3) years.

Proponents, responding to this RFP, authorize the Corporation to contact any references (current and past), whether the reference was listed by the Proponent as one of the Proponent’s references in the Forms of Proposal, or not.

## **2.18 JOINT PROPOSALS AND SUBCONTRACTING**

Proposals may be submitted where more than one company or organization will be performing the Work either through a joint Proposal or through a subcontracting arrangement. In these cases:

- All companies or organizations must be identified in the Proposal;
- The portion of the Work to be provided by each company or organization should be clearly identified;
- One company should be identified in the Proposal as the point of contact for the purposes of this RFP process, and the identified company will assume overall responsibility for the Work; and

- No other companies or organizations may be added or substituted without the prior written consent of the Corporation.

If a joint Proposal is submitted, the Forms of Proposal should be duly executed by all organizations to the joint venture, and/or all companies proposed as subcontractor(s) for the Work.

## SECTION 3: EVALUATION PROCESS AND CRITERIA

### 3.1 EVALUATION COMMITTEE

An evaluation committee comprised of the Corporation's Designate and other Corporation staff will evaluate Proposals received. The Corporation reserves the right to include subject matter expert(s) and/or external consultant(s) as part of the evaluation committee, at the Corporation's absolute discretion.

### 3.2 EVALUATION METHODOLOGY AND PROCESS

Proposals will be evaluated on the information received in the Proposal, only if received by the Closing Date and Time. The evaluation committee will review each Proposal to ensure compliance with the requirements of the RFP. The committee will use specific evaluation criteria to rate the various components of the Proposals.

Proposals may be further evaluated on information received through the RFP process, including but not limited to clarifications, additional information, telephone conversations, Proponent presentations, interviews and/or meetings with short listed Proponents.

### 3.3 PROPONENT INTERVIEWS

The Corporation reserves the right to conduct interviews at the Proponent's site as part of the evaluation process. The Corporation will not necessarily select any or all of the Proponents to take part in this process. Proponent(s) selected for interviews will be from a selection process through the evaluations and at the absolute discretion of the Corporation.

### 3.4 PROPONENT PRESENTATIONS

The Corporation reserves the right to request selected Proponent's to perform presentations as part of the evaluation process. The Corporation will not necessarily select any or all of the Proponents to take part in this process. Proponent(s) selected to perform presentations will be from a selection process through the evaluations and at the absolute discretion of the Corporation.

### 3.5 EVALUATION CRITERIA

For the purposes of Proposal evaluation, Corporation may take into account, in its absolute discretion, any or all of the information received from the Proponent under or pursuant to the RFP Documents, Corporation's knowledge of, and/or past experience with the Proponent (including Proponent's performance on previous contracts with the Corporation, if any), and any information about the Proponent received from third parties and deemed reliable by the Corporation.

The Proposal Evaluation Criteria, indicated below, describes the criteria, listed in their relative order of importance, which will be used by the Corporation to evaluate Proposals received in response to this RFP.

The Corporation shall have no obligation to inform Proponents of the details of its evaluation process, of the weight attached to any particular evaluation criterion, or of the specific ranking assigned to any evaluated Proposal.

#### Evaluation Criteria

1	Company's Qualifications and Experience in similar work <ul style="list-style-type: none"><li>• Demonstrate Areas of Expertise</li><li>• Demonstrated Experience</li></ul>	200 Points
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2	Project Team (Crew) <ul style="list-style-type: none"> <li>• Experience, Background and Education of staff working on this project</li> <li>• Key Members CV's</li> </ul>	200 Points
3	Methodology <ul style="list-style-type: none"> <li>• Proponent submission conformance with RFP request</li> </ul>	200 Points
4	References (minimum 3)	100 Points
Total Technical and Organizational Competence		700 Points

Proposals scoring less than 500 points on the above items will be considered technically unacceptable and the price envelope will be returned to the Proponent unopened.

Price The Proposal must demonstrate the best value for price submitted.

5	Lowest Price Proponent = Maximum Points	300 Points
Maximum Possible Points		1000 Points

Calculation of Price Component for Evaluation:

1. Lowest Price = 300 points

Lowest Price / Next Proposal price x 300 points = # of points for Proposal

Following evaluation of Proposals, short listed Proponents may be further evaluated on the strength of their presentations, if presentations are held.

## SECTION 4: REQUIREMENTS AND SPECIFICATIONS

### 4.1 BACKGROUND

#### **Corporate Overview**

Established in 1987, Yukon Energy Corporation (“the Corporation”) is a publicly-owned electrical utility that operates as a business, at arms length from the Yukon Government. We are the main generator and a transmitter of electrical energy in the Yukon and we work with our parent company Yukon Development Corporation to provide Yukon residents with a sufficient supply of safe, reliable electricity and related energy services.

The Corporation has its administrative and operations center in Whitehorse, with staffed operations in Dawson City, Mayo, and Faro. The majority of staff are located in Whitehorse, with the balance in the communities. The IT Department is responsible for supplying quality and timely support, advice and recommendations to all staff, as well as building and providing a solid platform to host the corporations systems.

#### **Information Technology Department Overview**

The IT department has three staff reporting to a manager, who in turn reports to the Director; Human Resources and Information Management. Under the direction of IT, the following initiatives are currently underway:

- Request for Proposals: Security Audit
- Communications Needs Assessment
- Disaster Recovery Plan

The last strategic plan review was commissioned and completed in 2005.

#### **Current Operating Environment**

The Corporation’s current hardware and software resources are deployed as follows:

- Workstation Environment: the Corporation operates a variety of Dell laptops and desktops running Windows XP and Office2007.
- Server Environment: the Corporation operates under 50 servers, 80% of which are virtual. All physical servers are Dell, vmware ESXi is leveraged to provide our virtual platform. All Servers are running either Microsoft Server 2003 or Server 2008r2.
- Sharepoint and Exchange are deployed in a clustered environment.
- Storage: the Corporation operates an EMC fiber channel SAN.
- Network: Sites are connected through various technologies offered by the local ISP. Most networking equipment is Cisco, supplemented by few Checkpoint and Bluecoat solutions.

The Corporation’s current critical business and operational applications are as follows:

- Financial system: the Corporation currently uses JDEdwards financial software. There is a project currently underway to implement Microsoft Dynamics GP 2010, with a projected go live date of first quarter 2012.
- Computerized Maintenance Management System (CMMS): in conjunction with the MS GP installation, the corporation is implementing a computerized maintenance management system from Wennsoft.
- Sharepoint: the Corporation uses a Sharepoint document control system and has recently migrated from Sharepoint 2007 to 2010 in July 2011.
- Office 2007: Corporation employees use the Office 2007 suite of applications.
- Corporate security: the Corporation uses a variety of security technologies, which are currently the subject of a separate RFP for IT Security Audit which is not in scope, but policies and processes surrounding security are in scope.

- Records Management System: the Corporation operates a proprietary records management system which is not in scope.
- SCADA: (supervisory control and data acquisition); YEC has an electrical system control network, but Corporate IT has a limited SCADA support role. The SCADA system would not be in Scope for this project.
- Environmental Management System: the Corporation maintains an EMS, content of which is managed by the Environment Department, but IT has responsibility for support from a technology perspective
- Back-up System; The Corporation uses Microsoft DPM.
- Payroll: Outsourced and off-site via Web interface
- Customer Billing System: Outsourced and off-site via terminal interface

## 4.2 SCOPE OF WORK

The following tasks briefly describe the work to be done by the successful proponent:

Task 1: Review and analysis of existing IT infrastructure, technology, applications, processes, policies, departmental staffing and budgets, existing and planned IT projects, and current planning documentation. The intent of this task is to have a comprehensive understanding of the current state of Information Technology at Yukon Energy.

Task 2: Identification of options and opportunities for the Corporation IT function from a two year tactical standpoint and a five year strategic standpoint. We expect this to be an iterative process involving YEC staff to ensure alignment with corporate and departmental goals and vision.

Task 3: Development and writing of a final report; This will be an iterative process with the submission of an interim report for review by October 28th, 2011, and submission of a final report by November 10th, 2011. The report will provide the Corporation with a five year strategic plan and a two year tactical plan, and should address staffing, budgets, skill development, IT infrastructure/architecture development, applications, disaster recovery, security, and any other relevant topics developed through the consultation process.

Task 4; Preparation and presentation of findings to Senior Management and IT department personnel. This task is tentative, and if required can be done remotely.

The level of work and detail required shall be commensurate with a price quote not to exceed \$50,000.

## 4.3 REPORT REQUIREMENTS

In addition to the interim and final report requirements identified in Task 3 above, the successful proponent will be expected to document the results of all interviews, workshops, analysis processes and other findings.

## 4.4 PROPOSED SCHEDULE

The Corporation proposes the following schedule to complete the scope of work as outlined in these RFP Documents. The proposed schedule will be based on an estimated Contract signing date as indicated below. If the Contract signing date is delayed, the Corporation expects that any associated

dates will be delayed by the same amount of time. Proponents to assume 14 days is required for the corporation to review draft reports in the flowing schedule.

Proponents may attach supporting documents and/or a separate detailed proposed schedule if the following is not sufficient or the Proponent believes relevant details are omitted.

#### **A. Proposed Schedule**

Contract award	September 30, 2011
Contract signed	October 1, 2011
Work initiated:	October 3, 2011
Task 1 completed:	October 30, 2011
Task 2 completed:	November 14, 2011
Task 3 completed:	December 10, 2011
Task 4 completed:	December 15, 2011

#### **4.5 PROPONENT QUALIFICATIONS**

The following outlines the qualifications the Proponent should present in order to be considered qualified to perform the Work. The qualifications identified herein are not all inclusive; it will be the Contractor's responsibility to ensure the workers and equipment are adequate and properly qualified to perform the Work.

- a) Proponents are requested to provide clear evidence of their firm's Ability to do this assessment.
- b) Proponents are requested to provide clear evidence of their proposed team ability to perform the work.
- c) Proponents are requested to provide clear evidence of their firm's and project team(s)' skills and expertise in the work area identified in the Scope of Work, above.
- d) Proponents are requested to describe their proposed approach to managing such projects, including but not limited to:
  - o provide evidence of a clear understanding of project purpose, background, and requirements;
- e) Proponents are requested to supply names and CV's of personnel and/or subcontractors they are proposing to perform the Work.
- f) Proponents are requested to forward detailed rates and fees applicable to the personnel and/or subcontractors they are proposing for the Work.
- g) Proponents are requested to advise their availability to perform the Work starting as soon as possible in 2011, and to complete the Work in the time frame indicated in the Scope of Work, above.



- h) Proponents are requested to provide a minimum of two related project references, which clearly show how their approach and understanding of similar projects, including how their approach to project management and execution made the projects successful.

#### **4.6 HEALTH AND SAFETY**

Health and safety for all project participants will be of the highest priority, and all participants shall abide by Yukon Occupational Health and Safety Regulations as well as Yukon Energy Health and Safety Policies. Proposals must include a discussion of the bidder's safety record and safety policy/procedures. The safety protocols for this project will be discussed upon award of contract.

## SECTION 5: FORMS OF PROPOSAL

**Note:** To obtain a copy of this Section 5, Forms of Proposal in Microsoft Word format, please send an e-mail to the Corporation's Designate clearly stating your request.

These Forms of Proposal are provided as an outline as to what the Corporation requires from the Proponent to perform complete and comprehensive evaluations. Proponents may attach additional and/or supporting pages, as required to provide complete information within their Proposal submission, at the Proponent's discretion.

### By submitting a Proposal, the Proponent warrants:

1. Proponent has carefully examined the RFP Documents together with all other factors affecting the Work and proposes to furnish the services as outlined in the RFP.
2. At the time of submitting this Proposal, there is no actual, apparent, or potential conflict of interest with the Corporation, except as disclosed in these Proposal Forms.
3. In the event of Proponent's Proposal being accepted, Proponent agrees to enter into a Contract with the Corporation for the amounts specified in the Pricing Sheet(s) and/or Rate Sheet(s), or as otherwise agreed between the parties in a subsequent Contract.
4. Proponent acknowledges that the Corporation is subject to the Personal Information Protection and Electronic Documents Act ("PIPEDA"), and declares the following information and records submitted in its Proposal to constitute trade secrets or information, the disclosure of which could reasonably be expected to harm significantly its, or a third party's, competitive or negotiating position or result in any undue financial loss or gain:

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### Proposal Execution

Each corporate member of a Joint Venture should execute the Proposal Forms.

### 5.1 ADDENDA AND QUESTION AND ANSWER ACKNOWLEDGEMENT

Proponent acknowledges receipt of, and has taken into consideration, the following Addenda and Question and Answer series issued through the RFP process:

Addenda # _____	Received _____	Q&A # _____	Received _____
Addenda # _____	Received _____	Q&A # _____	Received _____
Addenda # _____	Received _____	Q&A # _____	Received _____
Addenda # _____	Received _____	Q&A # _____	Received _____
Addenda # _____	Received _____	Q&A # _____	Received _____
Addenda # _____	Received _____	Q&A # _____	Received _____

**5.2 PROPOSAL FORM**

**To: YUKON ENERGY CORPORATION**  
Box 5920, 2 Miles Canyon Rd  
Whitehorse YT Y1A6S7

Attention: Matthew Sills  
Corporation's Designate

Reference: **RFP #2011-009**

RFP Title: **Information Technology (IT) Strategic Plan**

**Proposal Submitted by:**

Proponent's Legal Business Name: (Please Print)

\_\_\_\_\_

Proponent's Business Address:

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

hereby declares that it is *(strike out whichever does not apply)*

(a) a company duly incorporated under the laws of

\_\_\_\_\_  
(Jurisdiction and date of incorporation)

(b) a sole owner, partnership or joint venture carrying on a business under the name stated above, with the names, addresses and places of incorporation, if any, of all partners or members of the firm being the following: If a joint venture, indicate the lead Proponent and percentage participation of each member.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, Proponent has executed at \_\_\_\_\_ this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**Authorized Signatory(s)**

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature)

**PROPONENT’S INFORMATION**

**REQUEST FOR PROPOSALS (RFP) #2011-009  
Information Technology (IT) Strategic Plan**

Proponent’s Corporate Name: \_\_\_\_\_

Date and Place of Incorporation: \_\_\_\_\_

Legal Structure if not Incorporated: \_\_\_\_\_

If a subsidiary, indicate subsidiary office address:  
\_\_\_\_\_

Contact Name for this Proposal: \_\_\_\_\_

Title of Contact: \_\_\_\_\_

Contact telephone no.: \_\_\_\_\_

Contact e-mail address: \_\_\_\_\_

Provide details on union certifications and employer bargaining affiliations, if any, applicable to the Work, including those for each subcontractor:

\_\_\_\_\_  
\_\_\_\_\_

Collective Agreement expiry, as applicable to the Work:  
\_\_\_\_\_

### 5.3 FIRM PRICE QUOTE

#### REQUEST FOR PROPOSAL (RFP) #2011-009 Information Technology (IT) Strategic Plan

Based on the RFP requirements and supporting information submitted as part of the Forms of Proposal, the Proponent is requested to provide a firm price quote for the supply of all consulting services (inclusive of expenses) as required by the RFP documents. The price quoted on this form shall be the Contract Price used on the Contract expected to be awarded for this work.

**Total Firm Price not including GST:** \_\_\_\_\_

**GST:** \_\_\_\_\_

**Firm Price Grand Total:** \_\_\_\_\_

**Firm Price Grand Total in Written Words: (Please Print)**

\_\_\_\_\_



## 5.5 PROPOSED WORK SCHEDULE

### REQUEST FOR PROPOSAL (RFP) #2011-009 Information Technology (IT) Strategic Plan

The Corporation proposes the following schedule to complete the scope of work as outlined in these RFP Documents. The proposed schedule will be based on an estimated Contract signing date as indicated below. If the Contract signing date is delayed, the Corporation expects that any associated dates will be delayed by the same amount of time. Proponents to assume 14 days is required for the corporation to review draft reports in the following schedule

Proponents may attach supporting documents and/or a separate detailed proposed schedule if the following is not sufficient or the Proponent believes relevant details are omitted.

Contract award	September 30, 2011
Contract signed	October 1, 2011
Work initiated:	October 3, 2011
Task 1 completed:	October 30, 2011
Task 2 completed:	November 14, 2011
Task 3 completed:	December 10, 2011
Task 4 completed:	December 15, 2011





**5.7 PROPOSED PERSONNEL**

**REQUEST FOR PROPOSAL (RFP) #2011-009  
Information Technology (IT) Strategic Plan**

Proponent is requested to provide information on the personnel that Proponent is proposing to perform the Work including but not limited to the key personnel indicated below.

Proponent should attach a resume or curriculum vitae (CV) detailing the experience, education, training, and certificates held by the Project Manager and key personnel assigned to the project.

- 1) The name of the proposed Project Manager and his/her previous related work experience. If there will be more than one Project Manager, Proponent should provide details.

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- 2) The names and qualifications of the proposed key personnel including previous related work experience, training, certifications, affiliations, etc.

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- 3) The average number of workers the Proponent proposes to employ and maintain for the Work.

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Proponent may attach additional pages, as required to provide complete information. Resumes and/or CVs should be attached, referencing this Proposal form.

**Note:** Substitution of personnel, including but not limited to the named Project Manager(s) and key personnel, will only be with the express written consent of the Corporation.

**5.8 EXPERIENCE IN SIMILAR WORK**

**REQUEST FOR PROPOSAL (RFP) #2011-009  
Information Technology (IT) Strategic Plan**

Proponent is to provide a list of at least three (3) references for projects in similar scope and size to the Work contemplated in this RFP including when the work was completed, a description of the work, the client for whom the work was performed and a budgeted value for the work.

**Proponent’s Full Business Name:**

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**External References:**

Year Completed	Work Description	Customer/Client	Work Value

**YEC (internal) References**

Year Completed	Work Description	Contact Name	Work Value

The Proponent is to advise if any projects were delayed or ran over budget, the reasoning for the overrun(s), and the mitigation strategy that was employed to bring the project back on track. Additional information should be attached, referencing this Proposal Form.

The Corporation reserves the right to contact the Proponent’s references at the Corporation’s absolute discretion, whether the Proponent’s reference(s) were provided in this Proposal Form or not.

**5.9 CONFLICT OF INTEREST; FULL DISCLOSURE**

**REQUEST FOR PROPOSAL (RFP) #2011-009  
Information Technology (IT) Strategic Plan**

Proponents are to provide a written statement of full disclosure addressing the following:

- Any personal relationship to any employee of the Corporation who makes recommendations concerning the award of the Proposal contemplated within this RFP or any employee (or immediate relative of an employee) of the Corporation with any direct or indirect pecuniary interest, ownership or directorship with respect to the Proponent;
- Any business relationship with the Corporation, any of its staff, employees, officers, directors or board members;
- Any matter involving a dispute with a claimed value in excess of \$50,000 which is the subject of any current, pending or threatened mediation, arbitration or litigation proceeding; and
- Any proceedings involving the Proponent under the Bankruptcy and Insolvency Act (Canada), the companies Creditor Arrangement Act (Canada) or similar legislation.

The Proponents should specifically address the requirements of this section by either providing appropriate disclosure or by indicating that they have nothing to disclose in respect of the matters listed above.

The Proponents must advise the Corporation of any change in the foregoing throughout the RFP process or intended negotiation period.

The Corporation reserves the absolute right to eliminate any Proposal or terminate any resulting Contract(s) without prejudice for failure to disclose the information required in this section and/or for disclosure at any time of proceedings in the nature of bankruptcy or insolvency by or against the Proponent.

**Proponent’s Full Business Name:**

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**Proponent’s Statement:**

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## **SECTION 6: APPENDICES**

The following Appendices are attached to this RFP and form part of the RFP. The Appendices provide additional details as to the requirements and details of the Work, and should be reviewed in detail by the Proponent prior to submitting a Proposal.

### **6.1 APPENDIX A – FORM OF CONTRACT**

### **6.2 APPENDIX B – LETTER OF INTENT TO RESPOND**

**Appendix A** Form of Contract

RFP2011-009

# Information Technology (IT) Strategic Plan

## APPENDIX "A" STANDARD FORM CONTRACT



## CONSULTING CONTRACT NO. \_\_\_\_\_

This CONSULTING AGREEMENT CONTRACT ("Contract") is dated for reference the day of, 200

BETWEEN

**YUKON ENERGY CORPORATION** of  
2 Miles Canyon Road  
P.O. Box 5920  
Whitehorse YT Y1A6S7  
Phone: 867 393 5300 Fax: 867 393 5301

("The Corporation")

AND

**NAME** of  
Address

Phone: Fax:

("Consultant")

WHEREAS:

The Corporation wishes to engage the Services of the Consultant on the terms and conditions and understandings hereinafter set forth.

***NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS, CONTRACTS, REPRESENTATIONS AND WARRANTIES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE CORPORATION AND CONSULTANT AGREE AS FOLLOWS:***

### **1. TERMS OF ENGAGEMENT**

- 1.1 The Corporation agrees to retain the Consultant commencing, 2008 and ending, 2008 which date may be extended by mutual consent by the parties.
- 1.2 In consideration for the remuneration hereinafter set out, the Consultant agrees to make available Services as described in Schedule B, Scope of Work, enter detailed Services here ("Services") to the Corporation, provide advice with respect to the provision of Services as required, and other Services as may be requested by the Corporation.

- 1.3 The Services provided by the Consultant under the terms of this Contract will be authorized by the Corporation. The Consultant will not, without the prior written authorization from the Corporation, cause the Corporation to commit any funds or to incur any liability.
- 1.4 The Consultant agrees to act in the best interest of the Corporation and will devote time, effort, skill, attention and energies to carrying out the duties and responsibilities. As part of those responsibilities, the Consultant will provide any and all information requested in a timely fashion and the Consultant will conduct its business in a professional and reputable manner. Failure to comply with these requirements may be cause for termination of this Contract as provided for herein.

## **2. STATUS OF THE CONSULTANT**

- 2.1 The Consultant is an independent Consultant and is not the servant, employee or agent of the Corporation. The Consultant will pay any and all taxes (including GST), Canada Pension Plan premiums or contributions, and any other statutory payments or assessments payable by virtue of the Consultant's engagement hereunder. The Consultant agrees to indemnify and hold harmless the Corporation from any and all claims or demands for taxes, premiums or other statutory payments or assessments that may be made against the Corporation on behalf of the Consultant.
- 2.2 The Consultant may provide the Services at the Consultant's place of business or at the Corporation's place of business in Whitehorse, Yukon or at such other place or places as may be required from time to time by the Corporation.

## **3. GENERAL PROVISIONS**

- 3.1 Unless otherwise specified, this Contract shall be governed by the laws of the Yukon and the Consultant will hereby attorn to the jurisdiction of the Yukon Courts.
- 3.2 Time shall be deemed to be of the essence of this Contract.
- 3.3 The Corporation and the Consultant respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract to the partners, successors, assigns and legal representatives of all such other parties with respect to all terms and conditions of this Contract.
- 3.4 Neither party to this Contract may assign any of its rights or obligations under this Contract without the prior written consent of the other party, which consent may be unreasonably withheld, except that either party may assign this Contract or any of its rights or obligations to any of its subsidiaries and/or affiliated companies without consent of the other party.
- 3.5 This Contract and any Schedules hereto, constitute the entire Contract between the Corporation and the Consultant and no other representations or Contracts, oral or otherwise, exist between the parties with respect to the subject matter of this Contract unless referred to in the Contract.
- 3.6 This Contract may be amended only by written instrument signed by both the Corporation and the Consultant.
- 3.7 The Consultant has no authority to make any statements, representations or commitments of any kind or take any action that will bind the Corporation.

- 3.8 No condoning, excusing or waiver by any party of any default, breach of non-observance by any other party at any time or times in respect of any covenant or condition contained in this Contract will operate as a waiver of that party's rights in respect of any continuing or subsequent default, breach of non-observance, or so as to defeat or affect in any way the rights of that party in respect of any such continuing or subsequent defaults, breach of non-observance, and no waiver will be inferred from or implied by anything done or omitted to be done by the party having those rights.
- 3.9 If any provision of this Contract or the application thereof to any person or circumstance to any extent is invalid or unenforceable, the remainder of this Contract or the application of that provision to any other person or circumstance other than those in respect of which it is held invalid or unenforceable will not be affected thereby and each provision of this Contract is separately valid and enforceable to the fullest extent permitted by law.

#### **4. FEES AND REIMBURSABLE EXPENSES**

- 4.1 The Corporation agrees to pay the Consultant for Services performed in accordance with the terms of this Contract, and in accordance with the rates set out in Schedule "A" attached to this Contract. The Consultant will accept such payment as full payment and full reimbursement for the Services performed under this Contract.
- 4.2 If the Corporation fails to make a payment to the Consultant within thirty (30) days from the date of the receipt and acceptance of the fully documented invoice under the terms of this Contract, interest shall be paid at the current prime rate of the Bank of Canada on such unpaid accounts provided such accounts are greater than one hundred (100) dollars. Such interest will be calculated and added to any unpaid amounts. The Corporation will, with reasonable promptness, notify the Consultant of any rejection of an invoice.
- 4.3 The Consultant agrees that any and all engineering changes that are deemed minor by both parties and necessary in the completion of the Services covered under the Contract will be included within the price and rates quoted in the Contract, unless otherwise mutually agreed by the Change Order.
- 4.4 If the Corporation considers it appropriate, the Consultant may be required to submit monthly progress/milestone reports with payment invoices.
- 4.5 The Corporation may require that invoices are allocated into multiple cost codes, which will be provided to the Consultant
- 4.6 Changes to the Services shall only be made on receipt of written instructions from the Corporation. Any resulting adjustment to the agreed price shall be agreed upon by the Corporation and the Consultant and will represent the reasonable and proper costs incurred by or savings accruing to the Consultant using the rates submitted in the proposal.

#### **5. TERMINATION, SUSPENSION OR ABANDONMENT**

- 5.1 The Corporation, at its sole discretion, may by providing written notice to the Consultant suspend the Services in whole or part or suspend this Contract. Upon receipt of such notice, the Consultant shall immediately discontinue its work on the suspended Services and continue to perform all other Services that have not been suspended. The Corporation may, by written notice, require the Consultant to resume some or all of the suspended Services in accordance with the notice.



- 5.2 The Corporation, at its sole discretion, may by providing a minimum of thirty (30) days written notice to the Consultant terminate all or any part of this Contract or the Service. Such notice may specify the scope of the termination and will specify the effective date of such termination. Upon receipt of such notice, the Consultant shall immediately discontinue the Services in accordance with the notice.
- 5.3 If the Services or this Contract are suspended or terminated in whole or in part pursuant to this section, the Consultant shall take all steps necessary to minimize the costs associated with such termination or suspension.
- 5.4 In the event of termination of this Contract, the Consultant shall be compensated within thirty (30) days of the date that an invoice is rendered for all Services performed to the date of termination, together with reimbursable expenses then due to the Consultant provided such Services and expenses have been properly documented and justified to the Corporation's satisfaction.

## **6. INDEMNIFICATION**

- 6.1 The Consultant will indemnify and save harmless the Corporation, its successors, assigns, directors, officers, agents, employees, and authorized representatives and each of them from and against any and all claims, demands, losses, costs, damages, actions, suits, or proceedings whether directly or indirectly caused or incurred, related to or occasioned by, arising or resulting from:
- a. any error, omission, or negligent act of the Consultant, any sub-Consultant, or their respective servants, agents, employees or authorized representatives in the performance of this Contract; or
  - b. a breach of this Contract by the Consultant, any sub-Consultant, or their respective servants, agents, employees or authorized representatives

except that the Consultant shall not be liable for any claims, demands, losses, costs, damages, actions, suits or proceedings arising out of any error, omission or negligent act of the Corporation, its successors, assigns, agents, employees or authorized representatives.

- 6.2 Notwithstanding anything to the contrary contained in this Contract, the liability of the Consultant arising under this Contract for any claims, demands, losses, costs, damages, actions, suits or proceedings shall be limited to the sum of:
- a. in cases where the Consultant's liability is covered by a policy of insurance required by this Contract, the amount of the applicable insurance limit as identified in clauses 7.a, 7.b, 7.c. and 7.d up to the identified maximums;
  - b. in all other cases, the aggregate amount of all payments and compensation paid by the Corporation to the Consultant under this Contract.
- 6.3 The Corporation shall indemnify and save harmless the Consultant, its successors, assigns, agents, employees and authorized representatives and each of them from and against any and all claims, demands, losses, costs, damages, actions, suits or proceedings whether directly or indirectly caused or incurred, related to or occasioned by, arising or resulting from:

- a. any error, omission or negligent act of the Corporation or its servants, agents and employees in the performance of this Contract; or
  - b. a breach of this Contract by the Corporation or its servants, agents and employees
- except that the Corporation shall not be liable for any claims, demands, losses, costs, damages, actions, suits or proceedings arising out of any error, omission or negligent act of the Consultant or any Sub-consultant and their respective successors, assigns, agents, employees and authorized representatives.
- 6.4 The indemnity provided by the Consultant in this <Section> will survive the expiration or termination of this Contract for a period of two (2) years.
- 6.5 Notwithstanding anything to the contrary contained in this Contract, neither party will be liable to the other party under this Contract (including without limitation under any indemnity provision) for any indirect, incidental or consequential damages arising out of this Contract or any breach thereof including without any limitation, loss of use, or loss of profits.
- 6.6 In performing the Services, the Consultant (and Sub-Consultants) will:
- a. at all times exercise the standard of care, skill and diligence normally exercised in the performance of services of a similar nature to those contemplated by this Contract; and
  - b. re-perform any Services that fail to comply with this standard of care if the Corporation gives the Consultant notice of such failure within 12 months of performance of such Services by the Consultant.
- 6.7 The Corporation or any person authorized by the Corporation will have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, and the premises and locations where the Services are being performed. No review or approval by or on behalf of the Corporation will have the effect of relieving the Consultant of its responsibilities and obligations under this Contract. No review or approval by the Corporation will be deemed to be a waiver or release of any rights that the Corporation may have against the Consultant; save to the extent that the Corporation expressly waives such rights or releases the Consultant in writing.

## 7 INSURANCE

Before commencing the Work, Contractor shall obtain and maintain the following insurance policies during the term of the Contract:

- a. A commercial general liability policy, in an amount for each and every occurrence of \$2 million for each and every occurrence, with a standard form cross liability clause and a broad form property damage endorsement, the latter in an amount equal to the full policy limit. The policy will name Yukon Energy Corporation as an additional insured with respect to liabilities that arise out of Contractor's operations, and shall contain cross liability and severability of interest clauses or equivalent wording;
- b. Automobile insurance covering liability for bodily injury, including death, or property damage to third parties arising out of ownership, use or operation of Contractor owned or leased licensed motor vehicles of \$2 million inclusive;

- c. Property insurance covering loss or damage to tools, property and equipment of Contractor or for which Contractor is legally liable or responsible of an amount equal to the full replacement value of such tools, property and equipment with a waiver of the insurer's rights of subrogation against the Corporation.
- d. A Professional Liability Insurance policy in an amount of \$2 million per claim and in the aggregate, to cover damages because of any error, omission or negligent act in professional services rendered by the Contractor. Coverage will be maintained for at least twenty four (24) months after completion of the Work or earlier termination of the Contract.

Contractor shall within fourteen (14) days following a request by Corporation's Designate, provide a completed Certificate of Insurance evidencing Contractor's compliance with this clause, except that no evidence of automobile insurance is required unless evidence of such insurance is specifically requested.

Contractor shall be solely responsible for determining the appropriate type and amount of insurance that Contractor should have in place from time to time, but must maintain during the term of the Contract at least the amount and type of insurance it is required to maintain under this clause.

Contractor shall be responsible for the full amount of all deductibles of all insurance policies required. Failure to furnish proof of insurance shall be considered a breach of the Contract, allowing the Corporation to obtain such insurance and charge the cost to the Contractor, or to terminate the Contract at the Corporation's absolute discretion.

## **8. WORKERS' COMPENSATION**

### **8.1 Requirements for Contractors Registered Outside the Yukon**

If the Contractor is to perform any work on the Corporation's site including but not limited to delivery, assembly, installation and/or unloading of deliverables, Contractor shall within ten (10) days of the award of a Contract and before commencing work on site, and at any time on the request of the Corporation, provide evidence of certification by the applicable Workers' Compensation Board(s) ("WCB"), including but not limited to:

- an account number and/or certificate from WCB to confirm coverage by the Contractor's and any subcontractor's home province;
- a statement from WCB that the Contractor and any subcontractor's are registered and in good standing in their home province;
- confirmation that all persons performing the Work who are not covered by the Workers Compensation Act are covered under personal optional protection coverage available through WCB.

### **8.2 Requirements for Contractors Performing Work in the Yukon**

If the Contractor is to perform any work on the Corporation's site including but not limited to delivery, assembly, installation and/or unloading of deliverables, Contractor shall within ten (10) days of the award of a Contract and before commencing work on site, and at any time on the

request of the Corporation, provide evidence of certification by the Yukon Workers' Compensation Health and Safety Board ("YWCHSB"), including but not limited to:

- if the Contractor will be performing work on the Corporation's site that does not exceed ten (10) days per year, a statement from the YWCHSB that the Contractor is registered with the YWCHSB;
- if the Contractor will be performing work on the Corporation's site that exceeds ten (10) days per year, a statement and/or certificate from the YWCHSB that the Contractor and all subcontractors are registered and in good standing, and that all workers performing the Work are covered by the Contractor's or subcontractor's workers compensation through the YWCHSB;
- confirmation that all persons performing the Work who are not covered by the YWCHSB are covered under personal optional protection coverage available through YWCHSB.

### **8.3 Responsibility**

The Contractor shall be responsible for the safe performance of all the Work and the safety of all persons engaged in the Work and shall comply with all applicable safety provisions of the applicable Workers' Compensation Board(s) and safety regulations issued by the Corporation for the Work site.

## **9. COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT**

- 9.1 The Consultant shall confirm it will comply with all the provisions of the Yukon Occupational Health and Safety Act, regulations and codes, and all amendments thereto, now or hereafter, made there under the said act and shall confirm it will indemnify the Corporation in respect to all matters arising out of or in connection with failure of the Consultant to comply in all respects with applicable provisions of the said act, regulations and codes.

## **10. CONFIDENTIALITY**

- 10.1 In the course of this Contract, the Consultant may acquire confidential information with respect to the work or the Corporation's business operations, including without restriction, costing information, strategic plans and product services. Any information given to or reviewed by the Consultant for the purposes of this Contract shall be considered as confidential and privileged by the Consultant and Sub-consultant(s) and shall include all information relating to the work and any process, technology or system relating thereto, the design, construction, operation, maintenance or any other aspect of the Services or the work or relating to the nature of the Corporation's business and affairs that the Consultant, either directly or indirectly, receives or acquires from the Corporation or from anyone on behalf of the Corporation either in writing or verbally or through observation of the Corporation facilities or rights of way, except information falling into any one of the following categories:

- (a) Information that the Consultant demonstrates was in its possession on a non-confidential basis prior to receipt or acquisition of such information from the Corporation;
- (b) Information that is lawfully in the public domain at the time of receipt by the Consultant of such information from the Corporation;
- (c) Information that upon the Consultant's receipt or acquisition from the Corporation, becomes part of the public domain through no act of the Consultant or of any third party under an

obligation or confidence with respect to such information, but only after such information becomes part of the public domain;

(d) Information that upon the Consultant's receipt or acquisition from the Corporation, is lawfully obtained by the Consultant from a third party, provided that such third party is under no obligation of confidence with respect to such information;

(e) Information that the Corporation is required to disclose pursuant to the *Personal Information Protection and Electronic Documents Act* ("PIPEDA") or other legislation.

10.2 The Consultant shall keep all confidential information in confidence and shall not disclose it to others without the prior written consent of the Corporation and the Consultant shall not use the confidential information except in the performance of the Services.

10.3 The Consultant may disclose the confidential information to those of its employees, Sub-consultant(s) or suppliers and their respective employees to whom disclosure is required for the Consultant to perform the Services provided that the Consultant shall ensure that its employees, Sub-consultant(s) and suppliers keep confidential information in confidence and shall not disclose it to others without prior written consent of the Corporation.

10.4 The Consultant shall not use the Corporation's name, registered or unregistered trademarks or any of the Corporation's slogans or logos in any advertising or promotional materials or publicity releases, and shall not take, permit to be taken or use any photographs of the Corporation facilities without the prior written approval of the Corporation.

10.5 Any documentation relating to the work that is in the custody or under the control of the Corporation is subject to the *Personal Information Protection and Electronic Documents Act* ("PIPEDA"). Except as stated above in this section, and subject to the *Personal Information Protection and Electronic Documents Act* ("PIPEDA"), all information submitted by the Consultant to the Corporation will be considered confidential during the term of this Contract.

## **11. AUTHORSHIP AND USE OF DOCUMENTS**

11.1 Reports, plans, sketches, drawings, graphic representations and specifications as instruments of Service prepared by the Consultant pursuant to this Contract (the "Documents") are and shall belong to the Corporation. The copyright in such Documents shall belong to the Corporation and such copyright shall continue for fifty (50) years from the date of their first publication. The Consultant may retain one copy of such Documents for its records.

11.2 All Engineering drawing and mapping products provided to the corporation as part of this contract (and any modifications to them), shall be provided in **all** of the following formats:

- 1 Hard copy paper;
- 2 pdf format;
- 3 either Microstation (.dgn) or Autocad (.dwg or .dxf) format. These drawings are to be provided on the title blocks provided by the Corporation;
- 4 The original source file format; (where the originating program differs from those noted above in item 3).

All mapping products shall be in the UTM coordinate system, NAD 83 datum, unless otherwise requested. The Consultant shall check and ensure that all formats use versions consistent with those used by the Corporation.

After the Contractor's drawings have been accepted by the Corporation, the Corporation may use any or all of the drawings including but not limited to the design, method of fabrication and arrangement of the Work for its own use in the installation, construction, maintenance, repair, operation and replacement of any or all of the Work, including to complete the Work as permitted under the Contract, or for any other purpose at the Corporation's sole discretion. All drawings prepared by the Contractor will remain the property of the Corporation and the Corporation will retain all copyrights for fifty (50) years. The Contractor may retain one copy of such documents for its records.

Without in any way limiting the foregoing, the Corporation, at its sole discretion, may allow third parties to have access to and use any or all of the drawings, including the design, method of fabrication and arrangement of the Work, for the installation, construction, maintenance, repair, operation and replacement of any or all of the Work for the Corporation, including as part of procurement processes for such installation, construction, maintenance, repair, operation or replacement.

- 11.3 The Corporation may use the Documents for any other purposes and the Corporation and Consultant shall agree on the fees for any Services necessary to properly revise the Documents for such use. If the Corporation and Consultant are unable to reach such an agreement, the Corporation may retain another Consultant for the purpose of revising the Documents for such alteration, addition or deletion, as it deems fit.
- 11.4 The Documents referred to above include Documents prepared by Sub-consultant(s) as well.
- 11.5 The Corporation shall indemnify and save harmless the Consultant and Sub-consultant(s) from and against any costs, damages, actions, suits or proceedings arising out of any modification or revision of the plans, sketches, drawings, graphic representations and specifications made pursuant to this section made by the Corporation other than by the Consultant or the Sub-consultant(s).
- 11.6 Submission or distribution of the Documents to meet official regulatory requirements or for other purposes in connection with the Corporation's requirements in accordance with this Contract will not be construed as publication in disparagement of the Corporation's rights.

## **12 INTELLECTUAL PROPERTY**

- 12.1 All information and data, in any form, prepared by the Consultant pursuant to this Contract, together with all designs or materials capable of intellectual property protection, prepared, developed or created by the Consultant, its employees or agents during the performance of and/or pursuant to this Contract shall automatically become the property of the Corporation unless specifically noted otherwise in this Contract.

## **13. DISPUTES**

- 13.1 Amicable Negotiation. Each party will make bona fide efforts to resolve any disputes arising among them by amicable negotiations and provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations. The parties will use their best efforts to conduct any dispute resolution procedures under this Contract as efficiently and cost effectively as possible. If there is a dispute among the parties under this Contract, a party will provide written notice (the "Dispute Notice") to the other party to the dispute of the nature of the dispute.

- 13.2 Reference to Senior Officials. If a dispute cannot be resolved between the parties within 5 working days after the date of receipt of the Dispute Notice, the parties will attempt to resolve the dispute with the assistance of one senior official from each party to the dispute. The place of discussion will be Whitehorse, Yukon, unless the senior officials otherwise agree. Each party will bear its own costs of the discussion. The results of the discussion will be non-binding and will be reported to the parties forthwith.
- 13.3 Mediation. If a dispute cannot be resolved under above section within 10 working days of receipt of the Dispute Notice, either party may give notice to the other party of a desire to commence mediation and the parties will jointly appoint a mutually acceptable mediator within 5 working days after such notice is given.
- 13.4 Arbitration. If a dispute cannot be resolved under above section within 20 working days of a mediation under above section, either party may, by written notice to the other party, commence arbitration. Arbitration will be administered under the Arbitration Act (Yukon). The place of arbitration will be Whitehorse, Yukon. Each party will bear its own costs of the arbitration and any additional costs of the arbitrator(s) will be borne equally by each of the parties. Arbitration will be final and binding on the parties.
- 13.5 Confidentiality. All negotiations and/or matters relating to the arbitration under this Contract will be kept confidential and will not be disclosed to any other persons except those persons authorized in writing by the parties.
- 13.6 Continued Performance. For greater certainty the parties will continue to perform their respective obligations under this Contract while a dispute under this Contract is being resolved.

**14. FORCE MAJEURE (ACT OF GOD)**

- 14.1 Neither party shall be responsible for any delay or failure to perform its obligations under this Contract where such delay is due to fire, flood, explosion, war, embargo, government action, act of public authority, act of god, or to any other cause beyond its control, except labour disruption.
- 14.2 In the event Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.
- 14.3 Should the Force Majeure event last longer than thirty (30) days, the Corporation may terminate this Contract by notice to the Consultant without further liability, expense or cost of any kind except for the fees and expenses incurred to the date of termination and demobilization costs.

In witness whereof the parties hereto have executed this Contract as of the dates listed below:

**YUKON ENERGY CORPORATION**

By:

\_\_\_\_\_  
*(Signature of Procurement Representative)*

\_\_\_\_\_  
*(Signature of Authorized Representative)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Date)*

**VENDOR NAME**

\_\_\_\_\_  
(Print Name)

By:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Authorized Representative)

**SCHEDULE "A"**

**CONSULTING AGREEMENT CONTRACT BETWEEN  
YUKON ENERGY CORPORATION ("THE CORPORATION")  
AND  
NAME ("THE CONSULTANT")**

**FEES AND DISBURSEMENTS  
TIMING OF PAYMENT**

- A.1 The Corporation shall pay fees and reimbursable expenses at cost to the Consultant when invoices are received and approved for payment by the Corporation. All invoices submitted must have supporting time sheets with hours and services provided. Claims for pre-approved expenses must include receipts as backup to qualify for reimbursement. Please quote the Contract number on all invoices and all correspondence submitted to the Corporation.
- A.2 This Contract shall not exceed \$amount (if applicable) plus GST ( including expenses).
- A.3 Detailed rate schedule if required.
- A.4 Invoices to be mailed to: **Yukon Energy Corporation, P.O. Box 5920, Whitehorse, Yukon Y1A6S7.**
- A.5 All reimbursable expenses (if applicable) are subject to prior approval by the Corporation. The cost of daily expenses incurred by the Consultant may be reimbursed by the Corporation at cost and are subject to the Corporation's current per diem schedule and prior approval.



**SCHEDULE “B”**

**CONSULTING AGREEMENT CONTRACT BETWEEN  
YUKON ENERGY CORPORATION (“THE CORPORATION”)  
AND  
NAME (“THE CONSULTANT”)**

**SCOPE OF WORK**

**LETTER OF INTENT TO RESPOND**

**TO YUKON ENERGY CORPORATION'S  
REQUEST FOR PROPOSAL (RFP) #2011-009**

**Information Technology (IT) Strategic Plan**

RFQ #2011-009

**Email to:** Matthew Sills, Buyer  
Yukon Energy Corporation  
[matthew.sills@vec.yk.ca](mailto:matthew.sills@vec.yk.ca)

**THIS IS TO CERTIFY THAT:**

\_\_\_\_\_ intends to respond to the above-noted Request for Quotations.  
(Name of company / individual)

Our contact is:

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Signed by: \_\_\_\_\_

(Print name): \_\_\_\_\_

Title: \_\_\_\_\_

**Note: Only those Proponents who indicate their intent to respond  
will receive subsequent information.**