

Yellowknife Education District No.1 RFP Telephony Solution

ISSUE DATE: April 30, 2025

PROJECT TITLE: Telephony Solution

PROJECT MANAGER: Martin Male, Technology Manager

PHONE: 867-445-9930

EMAIL: martin.male@yk1.nt.ca

RETURN PROPOSAL NO LATER THAN: Date – May 23, 2025 at 3:00 PM local time

RETURN PROPOSAL AND AMENDMENT(S) TO:

Event ID: YK1PH01

Buyer: Yellowknife Education District No. 1

Contact: Graham Arts, Assistant Superintendent

PO Box 788

5402 50 Avenue

Yellowknife, NT, X1A 1N6

867-766-5050

graham.arts@yk1.nt.ca

Contents

Contents

Purpose and Background	2
1.1. Purpose	2
Schedule.....	4
2.1. Schedule.....	4
Communications Regarding RFP.....	5
3.1. Proposal Response Checklist and Delivery Instructions	5
3.2. Submission Guidelines	11
General RFP Terms and Conditions	12
4.1. Confidentiality	12
4.2. Disclaimer.....	12
4.3. Evaluation of Proposals.....	13
Scope of Services.....	21
5.1. Current System Specification	21
5.1.1. Total Phone Set Quantities Required	21
5.1.2. Phone Set Quantities by Type.....	21
5.1.3. Internet Connection Speeds	21
5.1.4. Existing Paging System Brand/Model	21
5.1.5. Quantity of Trunks Currently Utilized (Excluding Fax Lines)	21
5.1.6. Quantity of Phone Numbers (Excluding Fax Lines).....	22
5.2. Current Network Diagram.....	22
Voice Functional Requirements	24
6.1. Unified Communications Requirements	24
6.1.1. Platform	24
6.1.2. Network	24
6.1.3. Scalability and Capacity	25
6.1.4. Disaster Recovery and Redundancy and Security	25
6.1.5. UC General Requirements	25
6.1.6. Mobility Solutions.....	25
6.1.7. Soft Phone.....	26
6.1.8. Performance Management Dashboards.....	26
6.2. Implementation, Support and Training	26
6.2.1. System Implementation	26
6.2.2. Training.....	26
6.2.3. Support and Managed Services	26
Pricing	27

1. Purpose and Background

1.1. Purpose

Yellowknife Education District No. 1's primary objective in this Request for Proposal is to gather proposals from experienced providers and to provide an agreement for an on-premise/Hybrid or Private Cloud telephony/Unified Communications solution for our Yellowknife Education District No. 1 different locations. Once acquired and installed, the system will replace ageing analog telephone systems in five different district facilities. Based on the responses, selected suppliers will be evaluated in depth. Participating suppliers can respond to any part of this RFP as long as it is in the format described in Section 3.2. Should a supplier choose to provide additional services, this information must be provided for and priced separately from the rest of the proposal. The successful bidder is required to provide product functionality and services described in the RFP and RFP Attachments.

Yellowknife Education District No. 1 desires a fully integrated communications system, which will deliver improved functionality, efficiencies, and enhanced management capabilities through the layering of voice traffic onto the existing data network. It is Yellowknife Education District No. 1's desire that the selected vendor will install a communications system that seamlessly blends unified communications technologies and features into a reliable and manageable system that grows with user needs. All proposed equipment should be able to replace or integrate with the existing network infrastructures to form a complete telecommunications and contact center system that accommodates current and emerging requirements.

Yellowknife Education District No. 1 is interested in an on-premise solutions or any hybrid/Private Cloud combination.

The vendor's proposed unified communications solution should address the following high-level business needs and objectives:

- Allow for ease of growth in remote and home workers.
- Allow for ease of transition of users from the headquarters to remote offices and/or home offices.
- Reduce administration and maintenance complexity that exists today in the present office worker and contact center configuration.
- Reduce or eliminate telecommunications staff time requirements for system administration, moves, adds, changes, and ongoing PBX system support.
- Simplify system upgrades.
- Enhance system performance.
- Enhanced reliability, disaster recovery capability, survivability and reliability via ability for the voice system to co-exist in multiple locations via hot-standby geo-redundancy to easily accommodate expansion to new locations and eventually deploy out to the field for remote workers.
- Easily accommodate expansion to any potential new Yellowknife Education District No. 1 locations.
- Easily accommodate growth, new applications, and improved user productivity through features, new applications, and mobility.

1.2 Vendor Qualifications and Information

Provide a description of your Company; experience, and underlying philosophy in providing the services as described and requested herein. Description should include details such as: abilities, capacity, skill, strengths, number of years, etc. Include an office location that will be responsible for this project as on-site presence may be required, as needed.

- Provide: Company Name, Address, Contact for this RFP.
- Provide a brief background of your company.
- Describe the Vendor's expertise and experience in a managed cloud-based Omni-channel Contact Center environment.
- Present any documentation that will allow Yellowknife Education District No. 1 to assess the financial viability of your company (e.g., annual revenue, profit, years in business, revenue by Segment (Software, Services, etc.), revenue by geography, number of customers, number of completed implementations, etc.).
- Describe key success factors in a successful software implementation. Specifically address your ability to ensure adoption of your technology by Yellowknife Education District No. 1
- Please describe specific customer success stories of field adoption.

2. Schedule

2.1. Schedule

RFP Schedule	
RFP Release Date	April 30, 2025
Vendor Questions Due	May 5, 2025
Responses to Vendor Questions	May 6, 2025
Proposals Due	May 23, 2025
Award Announcement	May 30, 2025
Anticipated Contract Start Date	June 2, 2025

3. Communications Regarding RFP

3.1. Proposal Response Checklist and Delivery Instructions

1. Proposals **must** be received **prior to 15:00** local time on **Friday, May 23rd 2025** (the **"Proposal Submission Deadline"**).

Proposals may be submitted using one of three methods:

- (a) GNWT [Contract Events Opportunities](#) website

Proposals will be accepted through the Contract Events Opportunities website under the following conditions:

- the Proposal is received prior to the Proposal Submission Deadline specified and is uploaded through the Contract Events Opportunities website;
- Proposals should be submitted in Portable Document Format (PDF), unless otherwise requested by YK1;
- Proposals must not exceed 100 megabytes in size;
- YK1 shall not accept liability for any claim, demand or other action for any reason whatsoever, including where an uploading process is interrupted, a Proposal is not received in its entirety, is illegible in whole or in part, or which is uploaded to an incorrect event or website;

Proposal uploads may not necessarily be immediate and can experience delays. Proponents should ensure that their Proposal is uploaded with sufficient time to account for any delay; four hours prior to the Proposal Submission Deadline is recommended. Proponents are encouraged to confirm their Proposal has been successfully uploaded by signing back into the system and viewing their bid (proposal).

Note: To amend a Proposal prior to the Proposal Submission Deadline, proponents must cancel their original bid (proposal) submission and upload the revised Proposal.

In the event that there is a conflict or inconsistency between the pricing provided in a Proposal and the pricing entered on the Contract Event Opportunities website, the pricing set out in the Proposal shall govern.

- (b) By Hand, Mail or Pre-paid Courier

One (1) original, paper, and three (3) paper copies, and one (1) electronic in PDF format (on flash drive) of the Proposal are to be submitted and should include the proponent's name, Event ID (YK1PH01), project title (Telephony Solution), and the Proposal Submission Deadline (date and time) on the outside of the envelope or package.

Proposals are to be submitted to the following location (the "Proposal Submission Address"):

Attention: Assistant Superintendent for Curriculum and Learning

Address: Yellowknife Education District No.1

P. O Box 788, 5402-50th Ave

Yellowknife, NT, X1A 2N6

Proposals received after the specified Proposal Submission Deadline will be rejected and returned to the proponent unopened.

It should be noted that Canada Post DOES NOT provide door to door delivery service (including priority courier services) to a number of the communities in the NWT, including Yellowknife. In some communities, including Yellowknife, Priority Courier Mail and other mail is picked up by a YK1 Contractor at Canada Post's facilities, then sorted and delivered to the final destination one or more business days later. Proponents can use Canada Post Mail Services (including Canada Post Priority Courier Service) if they choose to, but do so at their own risk. Proposals are not considered received until they are physically delivered, received and date stamped at the location identified in this document.

YK1 shall not accept liability where a Proposal is not considered by reason that the Proposal submitted in accordance with this paragraph 1 (b):

- does not indicate the proponent's name, event ID, title or the Proposal Submission Deadline;
- is received after the specified Proposal Submission Deadline; or
- is delivered to any address other than the Proposal Submission Address.

Proposals sent by mail or courier COD (Collect on Delivery) will not be accepted.

(c) By Facsimile Transmission

Proposals will be accepted by facsimile transmission under the following conditions:

- the Proposal is received prior to the Proposal Submission Deadline at the following facsimile number 867-873-5051;
- the Proposal should include a cover page which includes the proponent's name, event ID, procurement title and the Proposal Submission Deadline;
- the proponent acknowledges that YK1 cannot guarantee the confidentiality of information contained in a Proposal sent by facsimile transmission.

In accordance with Paragraph 1 (b), one (1) original, three (3) paper copies, and one (1) electronic in PDF format (on flash drive) of the Proposal are to be submitted immediately following the transmission of the facsimile. In the event of any discrepancies or conflicts between the faxed version of the Proposal and the original

of the Proposal, which is received after the Proposal Submission Deadline, the faxed version shall govern.

(d) By Email

Proposals will be accepted by email under the following conditions:

- the Proposal is received prior to the Proposal Submission Deadline at the following email address: graham.arts@yk1.nt.ca
- the Proposal should include a cover page which includes the proponent's name, event ID, procurement title and the Proposal Submission Deadline;
- the proponent acknowledges that YK1 cannot guarantee the confidentiality of information contained in a Proposal sent by email.

In accordance with Paragraph 1 (b), one (1) original, three (3) paper copies, and one (1) electronic in PDF format (on flash drive) of the Proposal are to be submitted immediately following the sending of the email. In the event of any discrepancies or conflicts between the faxed version of the Proposal and the original of the Proposal, which is received after the Proposal Submission Deadline, the email version shall govern.

2. Amendments to Proposals submitted using the submission methods identified in paragraphs 1 (b) and 1 (c) may be submitted by facsimile and will be accepted under the following conditions:
 - the amendment is received prior to the specified Proposal Submission Deadline at the facsimile number stated in paragraph 1 (c);
 - YK1 will not accept liability for any claim, demand or other actions for any reason should a facsimile transmission be interrupted, not received in its entirety, received after the stated Proposal Submission Deadline, received by any other facsimile unit other than that stated herein, or for any other reasons; and
 - YK1 cannot guarantee the confidentiality of information contained in the amendment.
3. Proponents may not amend their Proposal after the Proposal Submission Deadline, unless as a result of negotiations commenced by YK1, but may withdraw their Proposal at any time.
4. If a Proposal or amendment contains a defect, or fails to comply with the requirements of this RFP, YK1 at its sole discretion reserves the right to accept the Proposal if it determines that the defect or failure to comply is not material.
5. In the event all Proposals or amendments have material defects with the requirements of this RFP, YK1 reserves the right to cancel the RFP, or to accept the Proposal deemed to be in the best interest of YK1.
6. This is not a Request for Tenders or otherwise a bid. YK1 is not bound to accept the Proposal that provides for the lowest cost or price to YK1 nor any Proposal of those submitted.
7. Notice in writing to a proponent and the subsequent execution of a written agreement shall

constitute the making of a contract. No proponent shall acquire any legal, equitable, or contractual rights or privileges whatever until the contract is signed.

8. YK1 reserves the right to negotiate price, scope of work or both with the highest rated proponent.
9. If a contract is to be awarded as a result of this RFP, it shall be awarded to the proponent who is responsible and responsive and whose Proposal provides the best potential value to YK1. Responsible means the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure performance of the contract obligations.
10. If a written contract cannot be negotiated within a time frame fixed by YK1, YK1 may, at its sole discretion, terminate negotiations with that proponent, or proponents, and either negotiate a contract with another proponent or choose to cancel this RFP process and not enter into a contract with any of the proponents.
11. Should a contract be awarded as a result of this RFP it is expected that the contract to be entered into with the successful proponent will be substantially in the form of the Pro-Forma Contract set out in Section V of this RFP. Proponents are cautioned to thoroughly review the Pro-Forma Contract to ensure, before incurring the expense of Proposal preparation, that they are capable of meeting the terms and conditions of the contract.
12. In the event of any inconsistency or conflict between the provisions contained in this RFP or the successful Proposal and the contract to be entered into with the successful proponent, the provisions of the executed contract shall govern.
13. YK1 has the right to cancel this RFP at any time and to reissue it for any reason whatsoever without incurring any liability and no proponent will have any claim against YK1 as a consequence.
14. Addenda issued prior to the Proposal Submission Deadline are incorporated into and form part of this RFP. By submitting a Proposal the Proponent acknowledges having received all Addenda issued with respect to this RFP. It is the responsibility of all Proponents to contact the Contact Person referenced in Section I, paragraph 30, of this RFP to ensure receipt of all Addenda prior to submitting a Proposal.
15. YK1 is not liable for any costs of preparation or presentation of Proposals even if this RFP is cancelled pursuant to paragraphs 10 or 13.
16. An evaluation committee will review each Proposal. YK1 reserves the exclusive right to determine the qualitative aspects of all Proposals relative to the evaluation criteria.
17. All information, including documents, submitted to YK1 are in the custody and control of YK1 and thus subject to the protection and disclosure provisions of the *Access to Information and Protection of Privacy Act*. This Act allows any person a right of access to the records in the custody or under the control of a public body subject to limited and specific exemptions.
18. One of the priorities of YK1 is to ensure local and northern materials; equipment and labour are used to the fullest extent practical on any YK1 contract. Therefore, the *Business Incentive Policy (BIP)*, 63.02, applies to this RFP. For purposes of this RFP, YK1 specifies that "Local" refers to Yellowknife.

Proponents are required to comply with the requirements of the *Business Incentive Policy*, and to receive credit, must submit the required information, as stipulated on the Northern and Local Evaluation Form (see Response Guidelines).

Proponents can obtain information on the GNWT *Business Incentive Policy* from the web site: www.iti.gov.nt.ca/iea/bip/index.htm.

19. In accordance with the Northwest Territories' *Manufactured Products Policy*, proponents are advised that it will be a requirement of any subsequent contract that the contractor utilize, whenever possible, approved northern manufacturers for any products that comply with specifications and applicable codes. Proponents may view the policy and the Approved Northern Manufactured Product List at the following website: <http://www.iti.gov.nt.ca/en/services/nwt-manufactured-products-policy>
20. Proposals may be short-listed. Proponents who are short-listed may be requested to make a formal presentation. Should this occur, marks for presentation will be allocated by a reassessment of the original scoring. Such presentations shall be made at the cost of the proponent.
21. The Proposal and accompanying documentation submitted by the proponents will not be returned.
22. YK1 is not subject to the Harmonized Sales Tax (the "HST").
23. Each proponent is required to disclose any instances, which may cause a conflict of interest as defined in the Pro-Forma Contract. If such disclosures are made, the proponent is required to indicate the manner in which they intend to address such conflicts. Where YK1 is not satisfied with the manner in which the proponent intends to address such conflicts YK1, in its sole discretion, may refuse to consider the proponent's Proposal. Proponents may contact the Contact Person listed in paragraph 33 to enquire about any potential conflicts of interest.
24. YK1 reserves the right to disqualify any proponent if any instances, disclosed from any other source, create a conflict of interest.
25. YK1 will not be held responsible for errors or omissions contained in a Proposal.
26. If a proponent intends to use subcontractors, the Proposal should include the name(s) of the subcontractor(s) and the portion of the work the subcontractor(s) will perform. Proposals should also include the; complete address of the subcontractor, the type of work the subcontractor will perform, and the percentage of work to be performed by the subcontractor.
27. Proponents and their employees and representatives involved with the Proposal, will not discuss or communicate, directly or indirectly, with any other proponent or any director, officer, employee, consultant, advisor, agent or representative of any other proponent regarding the preparation, content or representation of their Proposals.

By submitting a Proposal, a proponent, on its own behalf and as authorized agent of each firm, corporation or individual member of the proponent and proponent team, represents and confirms to YK1, with the knowledge and intention that YK1 may rely on such representation

and confirmation, that its Proposal has been prepared without collusion or fraud, and in fair competition with Proposals from other proponents.

28. If submitting a Proposal as a joint venture, the proponent should include with their Proposal a copy of the joint venture agreement, identifying the principals involved and their rights and responsibilities with regard to performance and payment. If this information is not provided with a Proposal it will be requested by YK1, and failure to provide the joint venture agreement within the time frame stipulated by YK1 may result in disqualification of the Proposal.
29. YK1 supports and encourages the use of commercial establishments providing accommodation and meals where available. The successful proponent and all their sub-contractors agree not to establish a facility to provide accommodations and meals to the work force employed for the services contemplated herein. Use of YK1 facilities for accommodations purposes is prohibited unless pre-approved by the Director of Corporate Services.
30. All questions or enquiries ("Enquiries") concerning this RFP must be in writing and be submitted no later than five (5) calendar days prior to the Proposal Submission Deadline and directed to the following Contact Person:

Attention: **Assistant Superintendent for Curriculum and Learning**

Address: **Yellowknife Education District No.1**

P.O Box 788

5402-50th Avenue

Yellowknife, NT, X1A 2N6

Phone: **867-766-5050**

Facsimile: **867-873-5051**

Email: **graham.arts@yk1.nt.ca**

The following applies to any Enquiries:

- (a) responses to Enquiries will be in writing;
- (b) all Enquiries, and all responses to Enquiries from the Contact Person, will be recorded by YK1;
- (c) YK1 is not required to provide a response to any Enquiry;
- (d) Proponents are encouraged to submit Enquiries at an early date to permit consideration by YK1;
- (e) a Proponent may request that a response to an Enquiry be kept confidential by clearly identifying the Enquiry as "Commercial in Confidence" if the Proponent considers that the Enquiry is commercially confidential to the Proponent;
- (f) if YK1 decides that an Enquiry marked "Commercial in Confidence", or YK1's response to such an Enquiry, must be distributed to all Proponents, then YK1 will permit the Proponent to withdraw the Enquiry rather than receive a response, which

election must be made by the Proponent within three (3) business days of being informed of YK1's decision. If the Proponent does not withdraw the Enquiry, then YK1 may provide its response to all Proponents;

(g) notwithstanding sections (e) and (f) above:

- i. if one or more other Proponents submits an Enquiry on the same or similar topic to an Enquiry previously submitted by another Proponent as "Commercial in Confidence", YK1 may provide a response to such Enquiry to all Proponents; and
- ii. if YK1 determines there is any matter which should be brought to the attention of all Proponents, whether or not such matter was the subject of an Enquiry, including an Enquiry marked "Commercial in Confidence", YK1 may, in its discretion, distribute the Enquiry, response or information with respect to such matter to all Proponents.

(h) YK1 reserves the right of the Contact Person to contact a Proponent (including by telephone) to clarify a written communication, including to avoid a proliferation of written communication in respect of the same subject matter.

Proponents may only rely on written communication from the Contact Person. Information offered from sources other than the Contact Person with regard to this RFP is not official, may be inaccurate, and should not be relied on in any way, by any person for any purpose.

3.2. Submission Guidelines

All proposals must contain a table of contents delineating responses to each section. Proposals must be organized and indexed in table format as depicted in each of the attachments. Any answers not contained in the attached tables should have a clearly stated reference to documents that contain the information requested. Each section must include all items in the sequence identified. An authorized official must sign proposals. The proposal must also provide the names, titles, phone numbers, and e-mail addresses of those individuals with authority to negotiate and contractually bind the company. Yellowknife Education District No. 1 may use this information to obtain clarification of information provided. Please note the following instructions:

1. Notify buyer via e-mail immediately if during distribution of the RFP the contents arrive incomplete.
2. All responses to this RFP must correspond with the numbering sequence used in the tables. Any proposals received in any other format will be subject to disqualification.
3. A total of 2 hard copies of the response are needed in the format outlined in this section. (This is optional – most customers prefer just soft copies)
4. An electronic e-mail copy of the response must be submitted to Graham Arts via graham.arts@yk1.nt.ca. If for any reason your e-mail is rejected, or you are having problems with transmission, call Graham Arts at 867-766-5050 immediately to ensure that Yellowknife Education District No. 1 has received a copy via e-mail of your response.
5. A copy of any presentation material (ex: PowerPoint).

6. Any relevant marketing information, white papers, or brochures.
7. You may submit additional information in a separate document, however, it is understood that such information is not a replacement for any component of this RFP.
8. Faxed responses will not be accepted.
9. No advance notification of award will be given.

4. General RFP Terms and Conditions

4.1. Confidentiality

This RFP is confidential and for the sole use of supplier's preparation of a proposal. By acceptance supplier agrees:

- Not to disclose, copy or distribute this RFP, in whole or in part, to persons other than supplier's employees and agents who are authorized by nature of their duties to receive such information.
- To return any Yellowknife Education District No. 1 confidential or proprietary materials upon Yellowknife Education District No. 1's request.
- Not to use any information in this RFP or any other materials related to the business affairs or procedures of Yellowknife Education District No. 1 and of its affiliates for supplier's advantage, other than in performance of this RFP.
- Suppliers who intend to use subcontractors will be required to have such subcontractors execute non-disclosure agreements prior to the awarding of the contract to the bidder.
- Suppliers who seek to negotiate possible sub-contract arrangements with Yellowknife Education District No. 1's existing subcontractors will be held accountable for any breach of the non-disclosure agreements that they have signed with Yellowknife Education District No. 1.
- Any existing non-disclosure agreement on file with Yellowknife Education District No. 1 that is binding will remain in effect until termination of this agreement.

4.2. Disclaimer

This RFP is not an offer to enter into a contract but is merely a request for the supplier to submit information. Expenses incurred in responding to this request are the responsibility of the supplier. All materials submitted become the property of Yellowknife Education District No. 1. Yellowknife Education District No. 1 reserves the right to modify, reject, or use without limitation any or all of the ideas from submitted information. Yellowknife Education District No. 1 reserves the right to discontinue the RFP process at any time for any reason whatsoever. The finalist's response to this RFP will become part of the final contract. Wherever there is a conflict between Supplier's response to this RFP and the terms and conditions contained in any contract subsequently

entered into by the parties, the terms and conditions of the contract shall prevail. Yellowknife Education District No. 1 has no obligation to disclose the results of the RFP process or to disclose why a particular supplier(s) was selected to participate in the contract negotiations process.

All expenses incurred by vendors related to the proposal or the selection process will be bore by the vendor. No claim for reimbursement of time, material, or travel expenses shall be made by the vendor against Yellowknife Education District No. 1 regardless of the results of the selection process.

Yellowknife Education District No. 1 will require all bidders to agree that any pricing and discount offered in the initial RFP design be held, for a period of 12 months from RFP response date, on all purchases. Bidders will need to affirmatively state their compliance to this request in their RFP response as it will be an important decision criteria to Yellowknife Education District No. 1. Vendors can also respond that their contract will allow for an add/delete clause of +/- 20% which will provide/allow Yellowknife Education District No. 1 to modify areas such as equipment quantities as the installation and project progresses.

4.3. Evaluation of Proposals

4.3.1. MANDATORY REQUIREMENTS:

YK1 has several requirements that are deemed Mandatory when submitting a response to this RFP. **Failure to comply with the mandatory requirements will result in disqualification of the proponent's Proposal and removal of the Proposal from further considerations during the evaluation process.**

YK1 has identified the following criteria to be mandatory and therefore critical to the success of the project:

- Proposals **must** be received prior to the specified Proposal Submission Deadline.
- Proposals **must** clearly state the total proposed fees and expenses.
- Prices proposed **must** be stated in actual dollars and cents expressed in Canadian funds.
- A letter of good standing from WSCC

4.3.2. RATING:

Proposals shall be evaluated and rated by an evaluation committee, using the predetermined criteria set out in sub-section 4.3.4, to determine which Proposal potentially provides the best value to YK1.

Detailed ratings and comments will be confidential however, once the contract has been executed, a proponent can ask for their own detailed rating and comments and the names and total rating of the other proponents.

In terms of relative importance, each criterion is given a pre-assigned weight, as outlined on the Proposal Rating Schedule provided in sub-section 3.4, by which each Proposal will be evaluated.

Each criterion is rated on a scale of 0 to 10 (see Table 1 on the following page). Each criterion's rating is then multiplied by the assigned weight to yield a total for that element. Summation of the individual totals yields a total score, which represents the overall degree of satisfaction for the respective submission. This procedure is repeated for each of the responsive Proposals.

The highest total score will determine the Proposal that potentially provides the best value to YK1.

Table 1

Score Legend (Unit Points)				
0	1-3	4-6	7-8	9-10
Deficient – the Proposal fails to meet the requirements of the applicable RFP references and associated scoring criteria in a suitable and documented manner. The Proposal has little merit and fails to demonstrate that the work will be performed in an acceptable manner.	Poor – the Proposal fails to meet the requirements of the applicable RFP references and associated scoring criteria in a suitable and documented manner. The Proposal has some merit, but there are significant weaknesses that could result in unacceptable shortcomings in performance of the work.	Fair – the Proposal barely meets the requirements of the applicable RFP references and associated scoring criteria in a suitable and documented manner. The Proposal has substance but there are weaknesses that could result in tolerable or reasonably correctable shortcomings in performance of the work.	Good – the Proposal reasonably demonstrates that the requirements of the applicable RFP references and associated scoring criteria are met in a documented and suitable manner. The Proposal is comprehensive but there are minor weaknesses that should not significantly impact performance of the work.	Excellent – the Proposal fully demonstrates that the requirements of the applicable RFP references and associated scoring criteria are met in a documented and suitable manner. There are no apparent weaknesses.

4.3.3. EVALUATION PROCESS:

YK1 will evaluate Proposals in accordance with the proposal rating schedule provided in Section 3.4.

This RFP has detailed guidelines regarding the format of Proposal submissions. Proponent should ensure they thoroughly review Sections 5 & 6 of this RFP when preparing their Proposal.

The evaluation process shall consist of the following stages:

- Stage 1: Review of Mandatory Requirements
- Stage 2: Rated Requirements
- Stage 3: Fees & Expenses
- Stage 4: Application of the [Business Incentive Policy \(63.02\)](#)

- Stage 1: Review of Mandatory Requirements:

Each Proposal will be reviewed by YK1 to ensure compliance with the stated mandatory requirements.

- Stage 2: Evaluation of Rated Requirements:

Rated Requirements Criterion:

- 1) Team
- 2) Methodology / Approach
- 3) Community Engagement
- 4) Proponent's Past Relevant Experience
- 5) Project Schedule

The evaluation of the rated requirements shall consist of a detailed review of the Proposal to determine the extent to which the Proposal addressed the requirements set out in this RFP.

- Stage 3: Evaluation of Fees:

YK1 will utilize a Lowest Cost Ratio approach to evaluate the total proposed fees and expenses of each Proposal.

Lowest Cost Ratio is an evaluation approach whereby the Proposal with the lowest cost received the maximum points available and all other Proposals receive a percentage of the points based on their cost relation to the lowest. This is determined by applying the following formula:

$$(\text{Lowest Cost} / \text{Cost Being Evaluated}) \times (10) = \text{Awarded Points}$$

- Stage 4: Application of the *Business Incentive Policy*:

Please refer to Section IV (Response Guidelines) item 4.8 for information regarding the *Business Incentive Policy*.

4.3.4. PROPOSAL RATING SCHEDULE:

Item	Rating Criteria	Assigned Weight (a)	Unit Points Awarded (b)	Total Points (a) x (b) = (c)
------	-----------------	---------------------	-------------------------	------------------------------

1	Team	20		
2	Methodology / Approach	15		
3	Community Engagement	5		
4	Proponent's Past Relevant Experience	15		
5	Project Schedule	10		

6	Fees & Expenses (Note 1)	15		
---	--------------------------	----	--	--

7	<i>Business Incentive Policy</i> 63.02: NWT (Note 2)	15		
8	<i>Business Incentive Policy</i> 63.02: Local (Note 3)	5		

Total Score		100		____ / 1000
--------------------	--	------------	--	-------------

Note 1: Fees will be rated as proposed, no adjustment for the *Business Incentive Policy* (BIP). Items 7 and 8 will be used for the BIP rating.

Note 2: Unit points will be awarded based on the percentage of the dollar value of NWT content that will be involved in the provision of the goods, labour, and services proposed in the **Substantiation of BIP Adjustment, NWT and Local Content Form**.

Note 3: Unit points will be awarded based on the percentage of the dollar value of Local content that will be involved in the provision of the goods, labour, and services proposed in the **Substantiation of BIP Adjustment, NWT and Local Content Form**.

4.4. NWT / LOCAL CONTENT:

In accordance with paragraph 19 of Section 1, in order to receive credit under YK1 *Business Incentive Policy* (BIP), proponents must identify the dollar value of their Labour, Goods, and Services, as well as that of all subcontractors and suppliers proposed. If these form(s) are not submitted with a Proposal or are incomplete or improperly completed, the Proponent will not receive appropriate credit.

Credit under the BIP for the **NWT and Local Labour Content**, which is involved in the provision of the services, will be allowed for any company, whether BIP registered or not, based on the amounts entered in the box(s) identified for local and NWT labour.

- This information forms the basis for determining the value of NWT and Local Content of the Proposal.
- It is the responsibility of the Proponent to provide accurate and complete information on the forms provided. Failure to do so will affect the amount of BIP credit received.
- Any questions regarding the application of the BIP for this RFP are to be directed to YK1 contact person, as indicated in Section 1.
- 'Local' for the purposes of the BIP Adjustment is identified in Section 1 of this RFP.
- YK1 reserves the sole right to seek clarification or substantiation, before the contract is awarded, from proponents on the amounts provided on the NWT & Local Content form(s). In the event YK1 seeks clarification or substantiation and the Proponent does not respond within a time frame fixed by YK1, the Proponent will not receive any BIP Adjustment for the area in question.
- Proposal amendments must be submitted with supplementary appendices indicating ONLY increases or decreases in Local, NWT, or Non-BIP Content.
- Photocopies of the BIP form(s) may be made as required. Submit and number all pages included with the Proposal.
- GNWT BIP Registry is located online at: www.bipregistry.nt.ca

To Complete LABOUR and SERVICES Information:

- (a) Indicate the complete legal business name, if BIP registered, as it is listed on YK1 BIP Registry. Do NOT use abbreviations or acronyms.
- (b) Indicate the dollar value of labour provided by residents of the stated Local Community and the associated costs.
- (c) Indicate the dollar value of NWT Resident Labour and the associated costs. Do not include Local Content in this value.
- (d) Indicate the dollar value of Non-BIP labour and the associated costs. Include costs from outside the NWT and NWT content not listed on the BIP Registry.
- (e) Indicate the dollar value of Local Services. **It is a requirement to break out labour from the total cost.**
- (f) Indicate the dollar value of NWT Services. Do not include Local Content in this value.
- (g) Indicate the dollar value of Non-BIP Services. Include costs from outside the NWT and NWT Content not listed on the BIP Registry.
- (h) Indicate the Total dollar value for each line item. (i.e.: Local + NWT + Non-BIP)

To Complete GOODS Information:

In order to receive credit under GNWT Business Incentive Policy (BIP), for NWT content, the Proponent must be an approved supplier under the BIP for the goods identified. In order to receive the BIP Adjustment for local content, the Proponent must also be an approved local supplier for the community or communities that are identified as local in the RFP documents, unless otherwise stated.

- (a) Indicate the complete legal business name, if BIP registered, as it is listed on the BIP

- Registry. Do not use abbreviations or acronyms.
- (b) Do not include labour costs in these values.
 - (c) Indicate the dollar value of Local Content.
 - (d) Indicate the dollar value of NWT Content. Do not include Local Content in this value.
 - (e) Indicate the dollar value of Non-BIP Content. Include costs from outside the NWT and NWT Content not listed on the BIP Registry.
 - (f) Indicate the total dollar value for each line item (i.e. Local + NWT + Non-BIP).

An electronic version of the Substantiation of BIP Adjustment forms can be found through the following link: <http://www.pws.gov.nt.ca/pdf/projectManagement/BIP%20Forms.xlsx>

Substantiation of BIP Adjustment					
4.4.1. NWT and Local Content Form - SERVICES					
Proponent:					Ref. No.: YK1PH01
LEGAL BUSINESS NAME (or as listed on GNWT BIP Registry)	CONTENT TYPE	LOCAL CONTENT	NWT CONTENT	Non-BIP CONTENT	SUB-TOTALS
SERVICES:					
Proponents Own Workforces	Labour				
	Other Costs				
Subcontractors / Services: Legal Business Name (or as listed on GNWT BIP Registry)					
	Labour				
	Other Costs				
	Labour				
	Other Costs				
	Labour				
	Other Costs				
	Labour				
	Other Costs				
	Labour				
	Other Costs				
	Labour				
	Other Costs				
	Labour				
	Other Costs				
	Labour				
	Other Costs				
	Labour				
	Other Costs				
	Labour				
	Other Costs				
	Labour				
	Other Costs				
	Labour				
	Other Costs				
	Labour				
	Other Costs				
	Labour				
	Other Costs				
SUB-TOTALS					
(A) TOTAL (SERVICES)					

Substantiation of BIP Adjustment						
4.4.2. NWT and Local Content Form - GOODS						
Proponent:					Ref. No.:	YK1PH01
LEGAL BUSINESS NAME (or as listed on GNWT BIP Registry)	Commodity Type	LOCAL CONTENT	NWT CONTENT	Non-BIP CONTENT	SUB-TOTALS	
GOODS:						
SUB-TOTALS						
(B) TOTAL (GOODS)						
GRAND TOTAL (A + B)						
Total must equal the total price proposed.						

5. Scope of Services

5.1. Current System Specification

5 locations looking to upgrade:

- École William McDonald Middle School
- Mildred Hall School
- N.J. Macpherson School
- Range Lake North School
- YK1 District Office

5.1.1. Total Phone Set Quantities Required

École William McDonald School	Mildred Hall School	NJ Macpherson School	Range Lake North School	YK1 District Office
24	36	35	43	22

5.1.2. Phone Set Quantities by Type

Type	École William McDonald School	Mildred Hall School	NJ Macpherson School	Range Lake North School	YK1 District Office
Executive	3	3	3	3	3
Administrative	1	1	1	1	1
Classroom	20	32	31	39	18

5.1.3. Internet Connection Speeds

Connection Type	École William McDonald School	Mildred Hall School	NJ Macpherson School	Range Lake North School	YK1 District Office
Connection 1 - GNWT	Fiber ↓200 // ↑20	Fiber ↓200 // ↑20	Fiber ↓200 // ↑20	Fiber ↓200 // ↑20	Fiber ↓200 // ↑20
Connection 2 - YK1	Cable Modem ↓350 // ↑25	Cable Modem ↓350 // ↑25	Cable Modem ↓350 // ↑25	Cable Modem ↓350 // ↑25	Cable Modem ↓350 // ↑25

5.1.4. Existing Paging System Brand/Model

Detail	École William McDonald School	Mildred Hall School	NJ Macpherson School	Range Lake North School	YK1 District Office
Brand	Valcom	Bogen	Valcom	Valcom	N/A
Model	Trunk Port	Extension Port	Trunk Port	Trunk Port	N/A

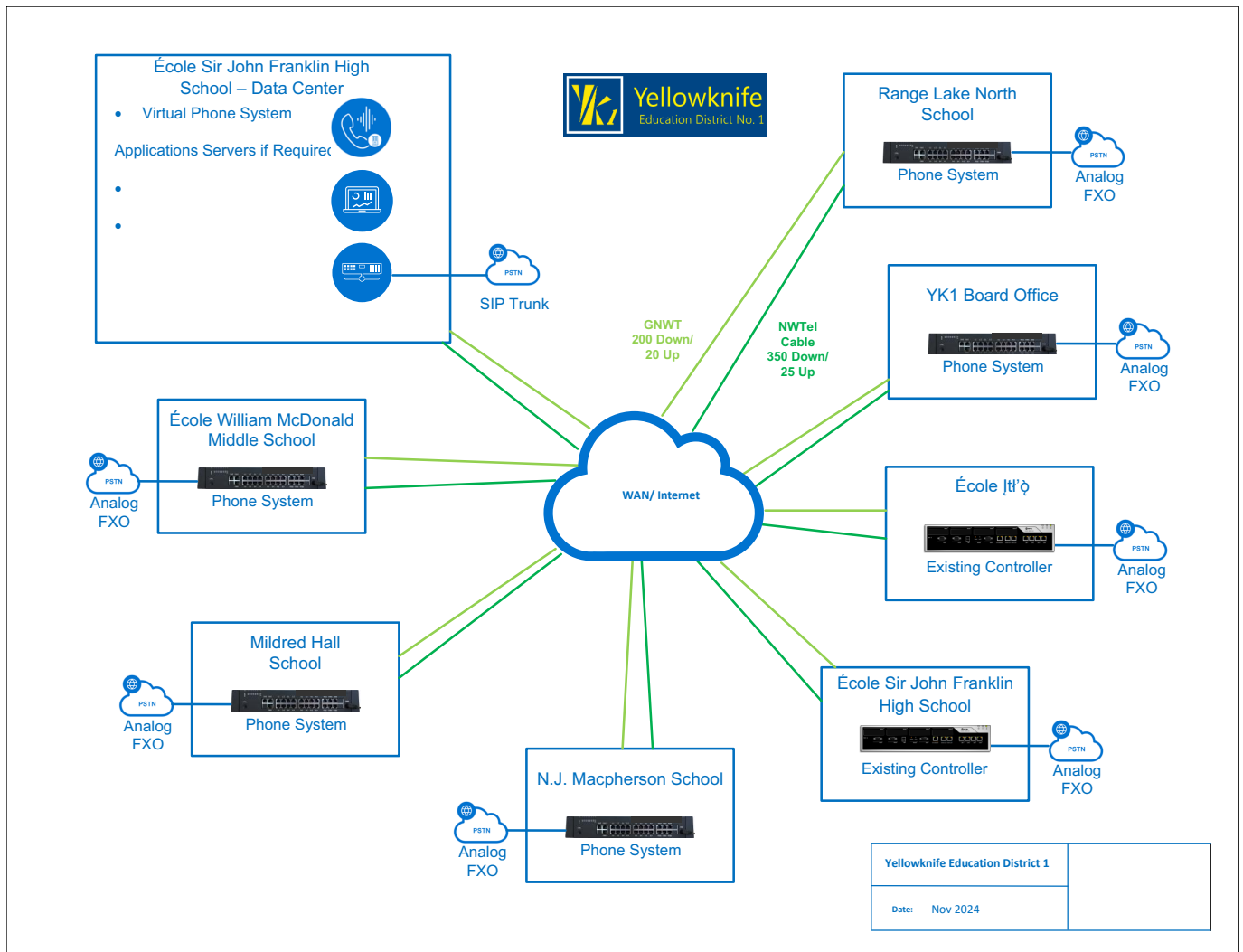
5.1.5. Quantity of Trunks Currently Utilized (Excluding Fax Lines)

École William McDonald School	Mildred Hall School	NJ Macpherson School	Range Lake North School	YK1 District Office
4	4	4	4	4

5.1.6.Quantity of Phone Numbers (Excluding Fax Lines)

École William McDonald School	Mildred Hall School	NJ Macpherson School	Range Lake North School	YK1 District Office
1	1	1	1	1

5.2. Current Network Diagram



Each location currently has two internet connections:

Connection 1:

- GNWT Connection (Fiber?)
- 200 down, 20 up
- Core network hardware runs on this, each school having its own IP range and multiple VLANs in place
- Fairly saturated, also used for public WiFi

Connection 2:

- Cable connection from NorthwesTel
- 350 up/25 down

6. Voice Functional Requirements

6.1. Unified Communications Requirements

1. Provide a brief corporate overview of the solution manufacturer.
2. The proposed solution must embrace next-generation technologies as is, without the need for replacement. What is the manufacturer's approach to future technologies? In your response, demonstrate how investing in and partnering with the manufacturer will strengthen Yellowknife Education District No. 1 over the long term.
3. Does this solution provide uniformity in the user experience. Workers moving from site to site or working remote should be able to have the same experience.
4. Provide enhanced technologies and feature/functionality to end users (i.e. presence, enhanced communications via convergence of voice, text, email, etc.) that will help improve our overall communications ability.
5. Does this solution offer an on-premise, hybrid and/or cloud solution?
6. Do you manufacture and support your own phone end points (EP)?
7. External Paging Integration over network?

6.1.1. Platform

1. Is your telephony solution entirely cloud-based, or does it offer a hybrid deployment option?
2. How does your solution handle scalability? Can it seamlessly expand to accommodate growing business needs?
3. What are the primary advantages of your cloud-based telephony solution compared to on-premise systems?
4. What kind of redundancy and failover mechanisms does your cloud-based telephony solution provide?
5. What level of control do customers have over the configuration and management of the telephony system in a cloud-based deployment?

6.1.2. Network

1. Does the vendor use redundant IP network solutions at the hosting facility?
2. The proposed solution must be administered, monitored and maintained. Please describe your support and maintenance operations.
3. How do IP communication devices learn about their voice VLAN, including IP addresses, default gateways, call controller, TFTP server, QoS settings, VLANs and other parameters. Does the proposed system solution employ proprietary protocols for

IP communications devices to learn their voice VLAN or is it an industry standard such as Dynamic Host Control Protocol (DHCP) used?

4. Do you load balance your circuits? In the event of a single circuit failure, can the entire load be supported on the backup circuit?

6.1.3. Scalability and Capacity

1. Describe the Vendor's system scalability in detail.

6.1.4. Disaster Recovery and Redundancy and Security

1. Provide detail on your approach to redundant architecture, including the network and server.
2. Do you perform regular security audits and assessments for your telephony solution?
3. What is the failover procedure for your infrastructure components?
4. What is your approach to patch management and vulnerability assessment for your solution?
5. What does your solution provide as support for home workers?
6. Describe your security and management for your solution.
7. What security measures are in place to protect data from unauthorized access?
8. What SLAs (Service Level Agreements) do you offer for uptime and availability of redundant systems?

6.1.5. UC General Requirements

1. The proposed management system should provide support for open protocols, such as LDAP and SNMP. The proposed management system should use open encoding schemes such as XML and HTML.
2. Can your solution automatically change the presence status and indication of an authorized presence user when that user is on a call?
3. Can your solution provide music or Ads on hold functionality?
4. Can the proposed solution be administered via a web browser interface?
5. Do you support WebRTC voice?
6. Park and Page?
7. Voicemail to Email?
8. Key Line Appearances?
9. Network System Dialing?

6.1.6. Mobility Solutions

1. State whether your solution provides mobility as an offering.
2. Does your solution offer a mobile app for iOS and Android?

3. Does your mobile app support seamless handoff between mobile and desktop environments?
4. What security measures are in place for mobile communications, including encryption and authentication?

6.1.7. Soft Phone

1. Does your solution have an integrated SIP-compliant softphone?
2. What core features does your softphone offer?
3. Is the softphone application available for both Windows and macOS?

6.1.8. Performance Management Dashboards

1. Describe your performance management dashboard solution.
2. Does your solution support “hard” wallboards that can be configured to display performance information?
3. Does your solution support “soft” (PC Based) wallboards that can be configured to display performance information?

6.2. Implementation, Support and Training

6.2.1. System Implementation

1. Describe your standard process and timeline for any new product implementation.
2. Explain your UAT (User Acceptance Testing) and project acceptance process.

6.2.2. Training

1. Please provide a summary of the training/documentation/user manuals you will provide for your solution.
2. Do you provide online training? If so, explain.
3. Do you provide training documentation?
4. Do you provide agent and supervisor training?

6.2.3. Support and Managed Services

1. Do you provide 24x7 support for this solution?
2. Do you provide local coverage/support?
3. Describe your problem resolution process.
4. Is your solution monitored by live personnel and/or a monitoring tool 24x7x365?

6.3. Pricing

NOTE - Indicate how you want pricing provided. These are provided as a guideline.

The Proposal **must** clearly state propose total fee, plus estimates for disbursements.

Other requirements are:

- (a) Provide a statement of charges to be incurred for:
 - overtime charges, if applicable;
 - miscellaneous expenses;
 - travel;
 - secretarial support/word processing; and,
 - other charges.
 - (b) Prices proposed **must** be stated in actual dollars and cents expressed in Canadian funds.
 - (c) Prices should not include GST.
-
1. Describe the costing model structure for your solution. Is your pricing structure transaction based, licensed by the agent, or some other format?
 2. As volumes increase it is expected that the costing model will decrease in price (i.e. by transaction or per seat price). Describe how your costing model accommodates this need.
 3. Describe all Telco usage charges.
 4. Describe the 'base' system that is included in the costing model as well as pricing for additional functionality that is not included in the 'base' system.

7. SECTION 5 - PRO-FORMA CONTRACT

The following Pro-Forma Contract outlines key contractual requirements of YK1, which are considered important to YK1 and will be substantially in this form and incorporated into any resultant contract.

[Type here]

THIS AGREEMENT MADE this ____ day of _____, 20____
(the “Effective Date”)

BETWEEN:

THE YELLOWKNIFE EDUCATION DISTRICT NO.1
as represented by the Education Authority of Yellowknife
(the “YK1”)

AND:

(CONTRACTOR)
of the City of _____ in the _____
(the "Contractor")

(hereinafter referred to collectively as the “Parties” and individually as a “Party”)

WHEREAS YK1 issued a Request for Proposals, reference number: [Click here to enter reference number](#) (the “RFP”), for [add description of services];

AND WHEREAS the Contractor responded to the RFP by way of a formal proposal (the “Proposal”) dated [Click here to enter a date](#);

AND WHEREAS the Parties have agreed to enter into this Services Agreement in which the Contractor will provide certain Services in accordance with the terms hereof;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and the exchange of other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

DEFINITIONS:

In this Agreement, including the Appendices, unless the context otherwise requires, or unless expressly stated:

[Type here]

“Agreement” means this agreement and the attached appendices;

“*Access to Information and Protection of Privacy Act*” means the *Access to Information and Protection of Privacy Act*, S.N.W.T.1994, c.20;

“*Financial Administration Act*” means the *Financial Administration Act*, S.N.W.T. 2015, c.13;

“Main Body” of the Agreement means this Agreement minus the appendices;

1. SERVICES AND PAYMENT:

- 1.1. The Contractor agrees to provide to YK1 those services set out in the Terms of Reference (attached as **Appendix “_”**) and the relevant sections of the Contractor’s proposal (attached as **Appendix “_”**), to the full satisfaction of YK1 (hereinafter the “Services”).
- 1.2. The Services shall be provided by the Contractor at the rate mutually agreed to by both Parties and attached as Appendix “_”, and except as may be agreed upon between YK1 and the Contractor, the total amount payable to the Contractor for fees shall not exceed _____ (_____) Dollars.
- 1.3. YK1 agrees to pay the Contractor, in addition to the Contractor’s fees, the expenses set forth in Appendix “_” attached hereto.
- 1.4. From time to time, YK1 may add to, delete from, or revise the Services by providing written notice to the Contractor, providing such additions, deletions, or revisions are reasonable and do not fundamentally alter the Agreement and the Contractor, in consultation with YK1, shall determine how such additions, deletions or revisions shall be implemented.

2. TERM:

- 2.1. This Agreement shall commence on the Effective Date and shall continue in force until _____ unless otherwise terminated or extended in accordance with the terms of this Agreement.
- 2.2. This Agreement may be extended, at the sole discretion of YK1, for _____ additional terms of one (1) year each.

3. ENTIRE AGREEMENT:

- 3.1. This Agreement and the attached appendices hereto comprise the entire Agreement between the

[Type here]

Parties hereto and supersede and shall take effect in substitution for all previous Agreements and arrangements whether written or implied between the Parties relating to the Services to be provided by the Contractor and all such prior agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent with effect from the Effective Date of this Agreement. Where there is a conflict between the Main Body of this Agreement and any incorporated Appendix, the terms of the Main Body of this Agreement shall prevail, to the extent of the conflict, unless there is a provision in an Appendix which provides that a clause in the Appendix takes precedence over a provision in the Main Body.

4. CONTRACTOR RESPONSIBILITIES:

- 4.1. The Contractor shall defend, indemnify and hold harmless YK1, its Board of Trustees, officers, employees, servants and agents from and against all claims, actions, causes of action, demands, costs, losses, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner based upon or related wholly or partially to the acts or omissions of the Contractor in its performance of this Agreement. The obligation to indemnify and hold harmless shall not apply to the extent that a court of competent jurisdiction finally determines that such losses or damages were caused by the intentional or negligent acts or omissions of YK1, its Board of Trustees, officers, employees, servants or agents.
- 4.2. The Contractor shall be liable to YK1 for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the Contractor for use in connection with the Agreement whether or not such loss or damage is attributable to causes beyond the Contractor's control.
- 4.3. The Contractor shall not assign, transfer or sub-contract any of the Services, or any part thereof, to any Party without written consent from YK1. If, with the consent of YK1 the Services or any part thereof is performed by a sub-contractor, the Contractor shall be fully responsible to YK1 for the acts and omissions of the sub-contractor and all its officers, servants and agents. In the case of a proposed assignment of monies owing to the Contractor under this Agreement, the Contractor acknowledges that the consent in writing of the Director of Corporate Services of YK1 must be obtained for such assignment in accordance with s.130(3) of the *Financial Administration Act*.
- 4.4. The Contractor shall give notice to YK1 immediately of any claim, action, or other proceeding made, brought, prosecuted, or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the performance or non-performance of the Contractor in its performance of the Services under this Agreement.
- 4.5. The Contractor shall comply with all legal requirements, and shall have and maintain, at its cost, all permits and licences required for its performance of the Services.
- 4.6. The Contractor will not provide any Services to any person in circumstances, which, in the reasonable opinion of YK1, would likely give rise to a conflict of interest between the Contractor's obligations to that person and the Contractor's obligations to YK1 under this Agreement.
- 4.7. Upon completion of the Services the Contractor shall deliver to YK1, if requested in writing, in addition to anything specifically required herein, all correspondence, documents, papers and property belonging to YK1 which may come into the Contractor's possession or control by virtue of this Agreement.

[Type here]

- 4.8. The Contractor declares that the Contractor has no pecuniary interest in the business of any third Party that would cause a conflict of interest in carrying out the Services. In the event such an interest is acquired, in YK1's opinion, during the life of this Agreement the Contractor shall be required to remedy the conflict of interest forthwith to YK1's full satisfaction. If the Contractor refuses to remedy the conflict of interest YK1 may terminate this Agreement.

5. FINANCIAL PROVISIONS:

- 5.1. Upon completion of the Services, or any agreed upon part thereof, and provided all terms and conditions hereof on the part of the Contractor have been complied with, YK1 shall pay each invoice from the Contractor within thirty (30) calendar days after its receipt, or thirty (30) calendar days after delivery of the Services, whichever is later. Invoices from Northern Contractors (as defined by YK1 *Business Incentive Policy*, 63.02) will be paid twenty (20) calendar days after receipt of the invoice, or twenty (20) calendar days after delivery of the Services, whichever is later.
- 5.2. The Contractor may invoice YK1 from time to time. All accounts shall be itemized giving details with dates, activities and time spent on each activity. The amounts will be based upon the Contractor's rates as represented in **Appendix “_”**. All invoices are to be addressed and sent to:

**Director of Corporate Services
Yellowknife Education District No.1
P.O. BOX 788
5402-50th Ave
YELLOWKNIFE, NT X1A 2N6**

Email: tram.do@yk1.nt.ca

Invoices should clearly indicate the reference number [Click here to enter text](#) to avoid delay in payment. Invoices that do not indicate the reference number may be returned to the Contractor.

- 5.3. YK1 certifies that the Services to be purchased from the Contractor will be purchased with Education Authority (Public Funds) funds and are not, therefore, subject to the Harmonized Sales Tax (HST). Even though the Contractor will not charge HST, the Contractor may be eligible to receive input tax credits with respect to any HST liability incurred in providing the Services if such a refund would be available in other circumstances. It is the sole responsibility of the Contractor to determine if input tax credits are available in respect of the provision of the Services to YK1. YK1 will not compensate the Contractor for any HST liability incurred in the provision of the Services.
- 5.4. YK1, having given written notice of a breach, may withhold or hold back in whole or in part any payment due the Contractor without penalty, expense or liability, if in the opinion of YK1, the Contractor has failed to comply with or has in any way breached an obligation of the Agreement. Any such holdbacks shall continue until the breach has been rectified to the satisfaction of YK1.

[Type here]

- 5.5. YK1 may set off any payment due to the Contractor pursuant to this Agreement against any monies owed by the Contractor to YK1 only in accordance with Section 57 of the NWT *Financial Administration Act*, which provides that:

The Director of Corporate Services may retain money by way of deduction or set-off out of money payable to a person by Government out of the Consolidated Revenue Fund or by a public agency, if (a) that person owes money to Government or a public agency; (b) Government or a public agency has made an overpayment to that person; or (c) that person received an accountable advance and has not repaid or accounted for it.

- 5.6. YK1 may, in order to discharge lawful obligations or to satisfy lawful claims against the Contractor or a subcontractor arising out of the execution of the Services pay any amount, which is due and payable to the Contractor under the Agreement, if any, directly to the obligee of and the claimants against the Contractor or subcontractor.

6. TERMINATION:

- 6.1. YK1 may terminate this Agreement at any time in the event that, in the opinion of YK1, the Contractor is unable to perform the Services, the Contractor's performance of the Services is faulty, the Contractor becomes insolvent or commits an act of bankruptcy, any actual or potential labour dispute delays or threatens to delay timely performance of the Services, or the Contractor defaults or fails to observe the terms and conditions of the Agreement in any material respect.

7. CONFIDENTIALITY:

- 7.1. The Contractor shall ensure that all and any information related to the affairs of YK1 to which the Contractor becomes privy as a result of this Agreement, is confidential and shall be treated as confidential during and after the term of this Agreement and shall not be divulged, released or published without the prior written approval of YK1.

8. GENERAL TERMS:

- 8.1. This Agreement shall be interpreted and governed in accordance with the laws of the Northwest Territories and the laws of Canada as they apply in the Northwest Territories.
- 8.2. The Contractor is an independent Contractor, and nothing in this Agreement shall be construed or deemed to create the relationship of employee and employer or of principal and agent between YK1 and the Contractor. The Contractor is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, employment insurance, income tax, workers' compensation and Payroll Tax.
- 8.3. There shall be no waiver of a breach of any term or condition of this Agreement unless the waiver is in writing and signed by the Party, which has not committed the breach. A waiver with respect to any specific breach shall not affect the rights of the Parties relating to other or future breaches.

[Type here]

- 8.4. YK1, its servants and agents, shall not be liable to the Contractor, its officers, servants, agents or sub-contractors for any loss, damage or injury (including death) or for any loss or damages to the property of the Contractor, or property of others for which the Contractor is responsible, however arising or in any manner based upon, arising from or attributable to the performance of this Agreement; and the Contractor waives all rights and recourse against YK1 for any such loss, damage, or injury or loss or damage to the Contractor's property or property of others for which the Contractor is responsible.
- 8.5. This Agreement may be amended, extended or renewed in writing only.
- 8.6. It is intended that all provisions of this Agreement shall be fully binding and effective between the Parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatsoever, then that particular provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.
- 8.7. Time is of the essence of this Agreement, both with respect to times, dates, or periods specified in the Agreement; and at any times, dates, or periods that may be substituted for any of those in the Agreement, by agreement between YK1 and the Contractor.
- 8.8. No implied terms or obligations of any kind by or on behalf of either Party to this Agreement shall arise from anything in the Agreement and the express covenants and agreements therein contained and made by the Parties to this Agreement are the only covenants and agreements upon which any rights against the Parties are to be founded.
- 8.9. The failure of either Party at any time to require the performance of any provision or requirement of this Agreement shall not affect the right of that Party to require the subsequent performance of that provision or requirement.
- 8.10. All information, including documents, submitted to YK1 are in the custody and control of YK1 and thus subject to the protection and disclosure provisions of the *Access to Information and Protection of Privacy Act*. This Act allows any person a right of access to the records in the custody or under the control of YK1 subject to limited and specific exemptions.
- 8.11. The provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement shall survive any termination or expiration of this Agreement.
- 8.12. Title to any report, drawing, photograph, plan specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process and all other property, Services or materials which are produced by the Contractor in performing the Agreement or conceived, developed or first actually reduced to practice in performing the Agreement (herein called "the property") shall vest in YK1 and the Contractor hereby absolutely assigns to YK1 the copyright in the property for the whole of the term of the copyright.
- 8.13. This Agreement shall enure to the benefit of and be binding upon the administrators, executors, successors, and assigns of Contractor and the successors and assigns of YK1.

[Type here]

- 8.14. The Contractor shall keep proper accounts and records of this Agreement for a period of three (3) years after the expiry of this Agreement. At any time during the term of this Agreement, or the three (3) years after the expiry of this Agreement, the Contractor, upon request of YK1 shall produce such accounts and records.
- 8.15. In the event the Contractor is, in the opinion of YK1, in default in respect of any of the obligations under this Agreement hereunder YK1 may do any act it deems necessary to rectify such default and may deduct or set off the cost of such rectification against any amount or payment due to the Contractor.
- 8.16. References to a statute or regulation shall be a reference to such statute or regulation, as amended or re-enacted from time to time and every statute or regulation that may be substituted therefore, and to all subsidiary instruments made pursuant to such statute or regulation.
- 8.17. In accordance with the *Northwest Territories Manufactured Products Policy*, the Contractor is required to utilize, whenever possible, approved Northern Manufacturers for any products that comply with specifications and applicable codes. The Approved Northern Manufacturers Product List may be viewed at: <http://www.iti.gov.nt.ca/iea/bip/manufacture.htm>
- 8.18. There shall be no presumption that any ambiguity in this Agreement is resolved in favour of either Party, and the *contra proferentem* rule shall not be applied in interpretation of this Agreement.

9. INSURANCE:

- 9.1. The Contractor shall, without limiting its obligations or liabilities hereunder, obtain, maintain, and pay for during the currency of the Agreement, and any renewal hereof, the following insurance with limits not less than those shown:
- a) Workers' Safety and Compensation Commission (WSCC) insurance covering all employees engaged in the Services in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Workers' Compensation Board as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment shall be paid by the Contractor at its sole cost and is not reimbursed by YK1.
 - b) Employer's liability insurance with limits not less than \$500,000 for each accidental injury to or death of the Contractor's employee engaged in the Services. If WSCC insurance exists, then in such event, the aforementioned Employer's Liability insurance shall not be required but the Commercial General Liability policy referred to in item (e) herein shall contain an endorsement providing for Contingent Employers' Liability insurance.
 - c) Motor Vehicle, water craft and snow craft standard liability insurance covering all vehicles and/or craft owned or non-owned, operated and/or licensed by the Contractor **and used by the Contractor in the performance of this Agreement** in an amount not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury, death and damage to property; and with respect to buses **used by the Contractor in the performance of this Agreement** limits of not less than one million dollars (\$1,000,000.00) for vehicle hazards and not less than one million dollars (\$1,000,000.00) for Bodily Injury to or death of one or more passengers and loss of or damage to the passengers property in one

[Type here]

accident.)

- d) Aircraft Liability insurance covering all aircraft, owned or non-owned, operated and/or licensed by the Contractor **and used by the Contractor in the performance of this Agreement** with a bodily injury, death and property damage and passenger hazard limit of five million dollars (\$5,000,000.00) (inclusive).
- e) Commercial General Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) (inclusive) per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall include but not be limited to the following terms and conditions:
 - Products & Completed Operations Liability *
 - contractor's Protective Liability
 - Blanket Contractual Liability
 - Broad Form Property Damage
 - Personal Injury Liability
 - Cross Liability
 - Medical Payments
 - Non-owned Automobile Liability *
 - Contingent Employers Liability *
 - Employees as Additional Insured *

* WHERE APPLICABLE

- f) Professional Liability Insurance, if applicable, with limits of not less than one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the annual aggregate, to cover claims arising out of the rendering of or failure to render any professional service under this Agreement.
- g) Motor Truck Cargo insurance, against all risks of physical loss or damage in an amount not less than \$500,000, covering the property of YK1 while in the care and custody of the Contractor during any transit, warehousing and delivery services **required in the performance of this Agreement**.

All policies shall provide that thirty days written notice be given to YK1 prior to any material changes or cancellations of any such policies.

The policies shall name YK1 and all subcontractors as additional insured only with respect to the terms of this Agreement (except on WSCC insurance and Professional Liability insurance) and shall extend to cover the employees of the insured hereunder.

The Contractor shall be responsible for any deductibles, exclusions and/or insufficiency of coverage relating to such policies.

[Type here]

The Contractor shall deposit with YK1 prior to commencing with the Services a certificate of insurance evidencing the insurance(s) required by this Agreement in a form satisfactory to YK1 and with insurance companies licensed to conduct business in Canada that are satisfactory to YK1.

10. NOTICE AND ADDRESS:

10.1. All notices between YK1 and the Contractor may be sent by registered or certified mail, email, or by facsimile transmission, addressed to the Party to whom it is sent at the address shown below or such other address as either Party may specify to the other in writing. All notices, invoices or other documents shall be deemed to have been received on the date of delivery, when transmitted by email or facsimile transmission; or on the fifth business day, when sent by registered or certified mail.

i) If to the Yellowknife Education District No.1:

[Click here to enter Title](#)

[Click here to enter Division](#)

Director of Corporate Services

Yellowknife Education District No.1

P.O. BOX 788, 5402-50th Ave

YELLOWKNIFE, NT X1A 2N6

Attention: {District Contact Name}

Email: contact.name@yk1.nt.ca

Phone: (867) 766-5050

Facsimile: (867) 873-5051

ii) If to the Contractor:

[Click here to enter Company Name](#)

[Click here to enter Address](#)

[Address Cont.](#)

Attention: [Click here to enter Name](#)

Email: [Click here to enter Email Address](#)

[Type here]

Phone: **number**

Facsimile: **number**

[The rest of this page is left intentionally blank. The next page is the signature page]

IN WITNESS WHEREOF the Contractor has signed this Agreement on the ____ day of _____, 20__.

CONTRACTOR

Per: _____

Authorized Signature

Print Name / Title

[Type here]

Witness

IN WITNESS WHEREOF YK1 has signed this Agreement on the ____ day of _____, 20__.

YELLOWKNIFE EDUCATION DISTRICT NO.1

Per: _____
Authorized Signature

Print Name / Title

[Type here]

Witness

5.