Yukon
LEGISLATIVE
ASSEMBLY

REQUEST FOR PROPOSAL ("RFP")INVITATIONAL (Non-Binding)

Project Title: Provision of Communication and Media Services

1.0 Instructions to Proponents

.1 **Closing Location:** Proposals must be submitted electronically to:

Helen.fitzsimmons@yukon.ca

Director, Admin, Finance & System

867-667-5618

Closing: January 6, 2022, at 4:00 Yukon Time

.2 Proposals must be received electronically before the date and time stated. Proposals received after the Closing Time will not be considered regardless of the reason for their late delivery.

.3 Failure to complete all the steps of the submission process will prevent a Proponent from being able to submit a Proposal.

.4 Proposals must be submitted in accordance with:

.1 The Technical Submission - for all non-price, technical information and materials.

.2 The Price Submission – for all pricing information and materials, including Schedule of Prices.

.5 Proponents may amend their submitted Proposal prior to the Closing Time. Proponents can edit their submissions, alter and re-submit electronically to helen.fitzsimmons@yukon.ca

.6 Proponents may withdraw a Proposal prior to the Closing Time by emailing helen.fitzsimmons@yukon.ca

.7 All inquiries related to the RFP are to be submitted to the Project Manager by email, below. All questions should be sent at least **ten (10)** businessdays before the day of the Closing Time.

Project Manager - Dan Cable, Clerk of Assembly Dan.cable@yukon.ca or

Director, Admin, Finance & Systems – Helen Fitzsimmons helen.fitzsimmons@yukon.ca

.8 The Owner may, at any time prior to the Closing Time, issue addenda to amend the terms of the RFP. All addenda become part of the RFP. Written addenda are the only means of amending the RFP, and no other form of communication whether written or oral, will in any way amend this RFP.

.9 Proponents are solely responsible for ensuring that all addenda issued during the RFP are received by the Proponent and incorporated into their Proposal. If addenda are issued, the Project Manager will send a notification.

.10 Proponents are solely responsible for any costs or expenses related to the preparing and the submission oftheir Proposals.

.11 Prior to award or execution of the contract for goods, services or work ("Contract"), the Owner reserves the right, in its sole and absolute discretion, to cancel this RFP for any reason, and at any time, without cause, award, or compensation to Proponents.

.12 The Owner need not necessarily accept the lowest priced, highest ranked, or any Proposal.

.13 Proposals shall be unconditional, irrevocable and open to acceptance by the Owner at any time within **30** calendar days after the Closing Time.

.14 If, in the opinion of the Owner, there is a non-material defect or minor irregularity in a Proposal or in a Proponent's compliance with any requirement or instruction of this RFP, and, in the opinion of the Owner can be remedied without providing a substantially unfair advantage with respect to other Proponents, then the Owner reserves the right, in its sole and absolute discretion, to waive the minor defect or irregularity, and accept the Proposal.

.15 By submitting a Proposal, Proponents fully acknowledge and agree to enter into a Contract on the terms and conditions set out in the RFP, including any addenda; Scope of Work and the Contract Terms and Conditions and any other attachments thereto, and to fulfill such terms and conditions.

.16 After the Owner has evaluated Proposals, it may discuss the work and the Proposal with the selected Proponent at a review meeting, and may provide written notice of award to the selected Proponent.

.17 By submitting a Proposal, the Proponent agrees that the Proponent is satisfied as to the practicality of executing the work in accordance with the RFP, and has investigated and accepts all facts and conditions that are related to or affect the work under the RFP and included this into their Proposal.

2.0 Supplementary Instructions – COVID-19 Requirements

.1 Proponents are advised of the current state of emergency declared in Yukon in response to COVID-19. Please see https://yukon.ca/COVID-19 for further information.

3.0 Scope of Work

.1 **Overview**

The Special Committee on Electoral Reform (SCER) was established by Order of the Yukon Legislative Assembly on May 26, 2021 to "examine electoral reform" (Motion No. 61). The committee is required to report to the Legislative Assembly on its findings and recommendations by the 2022 Fall Sitting of the Legislative Assembly (Motion No. 167).

4.0 Background

SCER hired Integrity Election Management Consultants (Keith Archer) to study options for the Yukon's electoral system. A link to that report is below.
https://yukonassembly.ca/sites/default/files/2021-11/SCER-35-Options-for-Electoral-Reform-research-report.pdf

SCER intends to receive input on electoral reform from the Yukon public through a survey and public hearings in Yukon communities. Prior to soliciting feedback from the public, SCER would like to provide educational materials on the potential electoral system options for Yukon.

5.0 Objective

.1 The Proponent will demonstrate an ability to engage the public on a complex topic and provide pathways to understanding. The Proponent will demonstrate an understanding of the challenges of communicating on a topic like electoral system reform.

.2 The Proponent will demonstrate an ability to engage the public, while recognizing that knowledge about and interest in the topic will vary. The Proponent will describe their approach to communicating with a broad cross-section of communities in the Yukon.

.3 The Proponent will demonstrate an ability to provide content creation and development for a variety of media, including public service media, conventional print, electronic and digital media, and social media.

.4 The Proponent will demonstrate an ability to develop high quality visual and infographic content, including the design and production of advertising and communications materials.

.5 The Proponent will demonstrate an ability to support the Special Committee on Electoral Reform in its public engagement activities.

.6 The Proponent will demonstrate an ability to provide guidance and advice on public engagement strategies.

.7 The Proponent will acknowledge a commitment to work closely with the Special Committee on Electoral Reform, and with the report on Options for Yukon's Electoral Reform, in the development, creation and implementation of a communications strategy.

.8 The Proponent will highlight areas in which its proposal likely has a strategic advantage over proposals from other groups and organizations.

.9 The Proponent will submit two projects undertaken in the past three years that involved similar services.

6.0 Description and Scope of Work

.1 Startup Meeting: Participate in an hour-long start-up meeting with the Special Committee on Electoral Reform to discuss the anticipated project and confirm timelines and deliverables. Virtual meetings are acceptable.

.2 Short text summaries of each electoral system described in Keith Archer's report – written in accessible, easy-to-understand, plain language.

.3 Infographics to explain each electoral system described in Keith Archer's report, the current electoral system in Yukon, and how options compare to each other.

.4 Web and print option of summaries, graphics, and information from Keith Archer's report.

.5 Social media campaign and communications strategy for educating public in advance of survey/hearings.

7.0 Milestone Dates

Work shall proceed according to the schedule presented in the following table:

Tasks	Date
RFP Closing and Evaluation	January 6, 2022
Contract Award	January 10, 2022
Start-up Meeting	TBD
Information Review	TBD
Presentation(s) to the Special Committee on Electoral Reform	TBD

Contract Terms and Conditions

The Parties acknowledge and agree to the following terms and conditions:

Performance of the Work

.1 The Contractor shall perform the Work in accordance with the Contract, and shall be solely responsible for supervising and coordinating the Work.

.2 The Contractor shall provide and pay for all applicable: labour; materials; tools; equipment; utilities; safety plans, travel and accommodation costs; transportation, delivery, custom duties, and taxes; any facilities and ancillary services required to perform the Work; permits, inspections and regulatory approvals or any other feesor other charges required by law, unless otherwise explicitly stated in the Contract.

.3 The Contractor shall manage, supervise, and be solely responsible for the work of its subcontractors.

.4 The Contractor shall perform the Work in a timely, proper and workmanlike manner, and shall carry out its obligations under this Contract with the degree of care, skill, judgment and diligence that would reasonably be exercised by an experienced, skilled and prudent contractor supplying similar work or services for similar work or projects.

.5 The Contractor represents and warrants that: the Contractor and its employees, subcontractors, and agents are qualified and competent to perform the work, and have the necessary skills, knowledge, certification, and ability to perform the Work, and all factual materials submitted to the Owner are true and accurate, and that all estimates, forecasts, and other related matters involving judgment were prepared in good faith.

.6 The Owner shall at all times have access to the Work and be permitted to examine the Work, and any products, materials, and equipment used or to be used in the performance of the Work.

Payment

.1 The Contractor shall submit an invoice or application for payment, in a form and with content acceptable to the Owner. Amounts invoiced on account of costs or expenses for Work shall not exceed the value of the Work performed before the date of invoice submission, unless otherwise agreed to by the Parties in writing or explicitly stated in this Contract. Upon request by the Owner, the Contractor shall provide a statutory declaration and any supporting information or materials to support the invoice or application for payment.

.2 The Owner shall pay the Contractor any undisputed amounts within 30 calendar days from the date of receipt of an invoice, subject to the terms of the Contract.

.3 The Work under this Contract is being purchased by the Owner for a public purpose with public money and is not subject to the Goods and Services Tax or any Harmonized Sales Tax (“GST/HST”) under authority number R107442840. The Contractor shall not add or include the GST/HST in any invoices for the Work performed under this Contract, and is solely responsible for claiming any input tax credits to which Contractor may be entitled.

.4 In addition to any rights the Owner may have under this Contract, in law or in equity, the Owner may deduct or set off any liability arising from the Contractor to the Owner under this Contract or otherwise against any liability arising from the Owner to the Contractor.

Changes to the Contract

.1 Changes to the Contract and the Work must only be made through a written change order agreed to by both Parties or their duly authorized representatives. No payment or compensation shall be made to the Contractor for any reason, unless such payment is explicitly stated in the Contract or authorized under written change order. Any amount for a change to the Work or Contract by written change order shall be considered total compensation for and inclusive of all costs and expenses arising from or related to the change in the Work or Contract.

Insurance and Liability

.1 Unless otherwise explicitly stated in the Contract, the Contractor shall provide, pay for and maintain applicable insurance.

Confidentiality

.1 If the Owner designates any information, documents, records or other materials as confidential or proprietary (whether express or implied) ("Confidential Materials"), the Contractor shall treat the Confidential Materials as confidential, and shall not use, copy, disclose, permit to be disclosed, or otherwise communicate the Confidential Materials except: with the prior written consent of the Owner; or as required by law provided that the Contractor gives written notice to the Owner promptly upon becoming aware of such a requirement. The Contractor will ensure that its facilities, systems and files are secure and that access to any Confidential Materials are strictly controlled.

Ownership of Deliverables

.1 The Owner shall solely own all rights, title and interest to the works, materials, documents, and deliverables to be produced and delivered in the performance of the Work and under this Contract ("Deliverables"). The Contractor shall promptly inform the Owner as to what Deliverables have arisen from or been created or produced from the Work or this Contract.

.2 For the purposes of this Contract, "Intellectual Property" means any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, industrial designs, moral rights, and any other similar rights or intellectual property right recognized under the laws of Canada, any other jurisdiction, or any international conventions or treaties. Unless otherwise explicitly stated in this Contract, the Contractor shall fully, irrevocably, and permanently assign and transfer to the Owner all Intellectual Property in and to the Deliverables. The Contractor shall, in favor of the Owner, fully, irrevocably and permanently waive all moral rights arising from or in relation to the Deliverables, including: the right of paternity, integrity, and association. The Contractor represents and warrants that it has the full authority to assign and transfer such rights and ownership, and that it has not violated any rights related to Intellectual Property, contractual or property rights, or any other rights inthe performance of the Work or

Contract.

.3 Sections 6.1 to 6.2 shall survive the expiry or termination of this Contract.

Conflict of Interest

.1 The Contractor shall not engage in any activity or have an interest, directly or indirectly, that would create a conflict of interest in connection with the performance of its duties or obligations related to the Contract.

Notice

.1 The Parties shall provide mailing and email addresses for any notices under this Contract.

General

.1 The Contractor is an independent contractor, and for greater certainty, nothing in this Contract shall create the relationship of principal and agent, employer and employee, partnership, or joint venture between the Parties. All personnel engaged by the Contractor to perform the Work are at all times the employees or subcontractors of the Contractor and not of the Owner.

.2 This Contract will be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

.3 The Parties shall execute such further documents and give such further assurances from time to time as are reasonably required to give effect to this Contract or the clauses therein.

.4 This Contract will be deemed to have been made and will be governed, interpreted, and enforced by the laws of the Yukon without regard to conflict of law principles that would impose a law of another jurisdiction, and both Parties irrevocably submit to the exclusive jurisdiction of the courts in the Yukon.

.5 Time is of the essence in this Contract.

REQUEST FOR PRICE FORM

Provision of Communication and Media Services

The proposal document and proposal price must be submitted electronically to helen.fitzsimmons@yukon.ca

1. I/We hereby submit a Bid for the Provision of Communication and Media Services to the Special Committee on Electoral Reform in accordance with the Request for Proposals.

2. I/We have carefully examined the Request for Proposal together with all other factors affecting the work and hereby propose to furnish the services in the manner called for in the specifications for:

PRICE IN FIGURES:_____

PRICE IN WRITTEN WORDS:_____

3. In the event of our bid being accepted, I/We agree to enter into a contract with the Owner on the Government of Yukon Contract.

4. **Addenda**

   I/We acknowledge receipt of, and have taken into consideration the following addenda issued during this request for tenders:

   #_____ #_____ #_____ #_____ #_____

5. **Tender Closing Date:**

   4:00 p.m. Local Time, December , 2021

6. The Owner need not necessarily accept the lowest or any bid and reserves the right to reject or accept any bid without further explanations.

7. In consideration of being permitted to bid, I/we agree that this bid is irrevocable and open to acceptance by the Owner at any time within thirty (30) days after opening of the bid/(s), whether any other bid has been accepted or not.

RESPONDENT'S FULL BUSINESS NAME: _____

RESPONDENT'S FULL BUSINESS ADDRESS: _____

BUSINESS LICENSE NO.: _____ TELEPHONE NUMBER: _____

Sign this form in the space(s) below as follows:

Sole Proprietorship:
Sole Proprietor to sign in the presence of a witness who will also sign where indicated. Insert the words "Sole Proprietor" under Title(s).

Partnership:
Partner(s) to sign in the presence of a witness who will also sign where indicated. Insert the word "Partner" against each signature under Title(s).

Limited Company:
This Form must be signed by duly authorized signing officers of the company in their normal signatures designating against each signature the official capacity in which the signing officer acts. The Corporate seal of the company, if any, must also be affixed to this Form by a person authorized to do so.

When this form is signed by officials other than the President and Secretary of the Company a copy of the bylaw or resolution of the Board of Directors authorizing them to do so must be submitted with the bid/documents.

Attested to and delivered on behalf of the Respondent this _____ day of

_____, 202___ in the presence of:

SIGNATURE(S): _____TITLE(S): _____

SIGNATURE(S): _____TITLE(S): _____ (AND SEAL IF ANY)

PRINTED NAME: _____

WITNESS: _____