

REQUEST FOR PROPOSALS

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

Title:

**PROVISION OF HANSARD SERVICES
TO THE YUKON LEGISLATIVE ASSEMBLY**

Issued by:

Yukon Legislative Assembly

Summary

The Yukon Legislative Assembly is contracting for the provision of Hansard Services for the Yukon Legislative Assembly for the period from October 1, 2022 to September 30, 2024.

Legislative Assembly Office
June 17, 2022

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PART A: DEFINITIONS AND INTERPRETATION

1.0 Definitions

1. For the purposes of this RFP:
 - .1 **“Business Day(s)”** means a day that is not a Saturday, a Sunday, or a statutory holiday in the Yukon;
 - .2 **“Closing Location”** means the specified location for the submission of Proposals as described under Part B: Instructions to Proponents;
 - .3 **“Closing Time”** means the date and time Proposals must be duly received by the Owner in accordance with section 1.0 - Closing Time under Part B: Instructions to Proponents and the terms of this RFP;
 - .4 **“Contract”** means the contract, which may be awarded by the Owner under this RFP for the performance of the Work, and includes Part F: Contract, Specifications, and Other Documents including: general terms and conditions, schedules, appendices, and any supplementary or project specific terms and conditions and Part G: Draft Hansard Contract;
 - .5 **“Owner”** means the Yukon Legislative Assembly or duly authorized representative of the Yukon Legislative Assembly;
 - .6 **“Proponent”** means an individual, partnership, corporation, or other valid legal entity recognized under this RFP that submits a Proposal to perform the Work;
 - .7 **“Proposal”** means a Proposal submitted by a Proponent in response to and in accordance with the terms of this RFP, and includes both the technical and price submission, and any proposal forms described under this RFP;
 - .8 **“RFP”** means this Request for Proposal and any addenda issued in accordance with the terms of this RFP;
 - .9 **“Specifications”** or **“Scope of Work”** means the work, services, standards, requirements, and plans as described under Part F: Contract, Specifications, and Other Documents in accordance with the terms under this RFP; and
 - .10 **“Work”** means everything done or to be performed by or a through the selected Proponent/Contractor under the Contract, as set out in the Contract and any specifications, including: preparation and provision of any Work, goods, services, materials, equipment, or deliverables required by the Contract and any ancillary or related work in accordance with the terms of this RFP;

2.0 Interpretation

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

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

PART B: INSTRUCTIONS TO PROPONENTS

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

Proposal must be submitted, including Proposal Forms provided using the two-envelope multi-stage process described with this RFP, and sealed in an enveloped, and:

| | | |
|--|----|---|
| Mailed to: | OR | Hand Delivered to: |
| Yukon Legislative Assembly Box 2703, A-9 Whitehorse, Yukon Y1A 2C6 Attn: Helen Fitzsimmons, Director, Admin, Finance & Systems | | Yukon Legislative Assembly Office 2071-2 nd Avenue - YG Main Administration Building (lower level) Whitehorse, Yukon Phone: (867) 667-5618 |

1.0 Closing Time

1. Proposals must be received at the Closing Location **before the date and time stated in the “Bid Closing Date”**

Proposal Closing Date: Thursday, July 21, 2022

Proposal Closing Time: before 4:00 p.m. as determined by the clock at the Yukon Legislative Assembly Office, YG Main Administration Building (lower level), 2071-2nd Avenue, Whitehorse, Yukon.

Proponents are reminded that most courier services to Whitehorse offer a minimum service time of two full business days or more. Delivery of a Proposal prior to the closing date and time is the sole responsibility of the Proponent.

2. The Yukon Legislative Assembly clock is deemed to be conclusively correct as to the date and time of receipt of Proposals. A Proposal will only be considered to have been submitted once it has been RECEIVED either in person or by mail before the date and time stated above. If a Proponent wishes to verify that their Proposal has been received prior to the Proposal closing time the Proponent will call the Project Manager. The Proponent must identify their business name before this information will be released. No other information concerning the Proposal will be released under any circumstances prior to the Proposal opening.
3. Questions regarding the submission of a Proposal may be directed to the Project Manager, Helen Fitzsimmons, Director, Admin, Finance & Systems at (867)667-5618 prior to the closing date and time.

4. Proposals must be submitted in hard copy form. Proponent's **must submit two hard copies of the proposal. No Proposal faxed or emailed** will be considered. **Proposal must be submitted in sealed envelopes in accordance with the requirements, procedures and terms identified in this RFP.**
5. Proponents acknowledge and agree that they bear the full risk and sole responsibility for following the requirements, procedures, and terms in this RFP in order to submit, amend, or resubmit a Proposal; asking questions or seeking clarification on any requirements, procedures, terms, or any other matters related to or arising from this RFP.
6. If a Proponent wishes to confirm that their Proposal has been received prior to the Closing Time, they may check by emailing helen.fitzsimmons@yukon.ca or by calling 867-667-5618.
7. **To maintain the confidentiality of the PRICE PROPOSAL, an amendment to the PROPOSAL PRICE may only be submitted in a properly identified, sealed envelope, prior to the Proposal closing time.**
8. Due to performance and contracting concerns, the Owner will not accept Proposals signed and submitted as a joint venture.

2.0 Amendments by the Proponent

1. Once a Proposal has been submitted, Proponents may amend and resubmit their Proposal before the Closing Time in accordance with the terms of this RFP. Amendments received after the Closing Time will not be considered regardless of the reason for their late delivery.
2. Any amendments by a Proponent to their submitted Proposal must be made in accordance with the requirements, procedures, and terms of this RFP. **After an amendment is made to a Proposal, Proponents must resubmit their hard copy Proposal.**
3. Proponents are solely responsible for ensuring that any applicable Proposal/performance bond or unconditional irrevocable letter of guaranteed credit reflects and incorporates any amendments that may increase or decrease the price of their Proposal.
4. If any amendment to a Proposal is unclear, ambiguous as to its meaning or intent, or does not comply with the requirements of this RFP, then the Owner reserves the right, at its discretion to:
 1. reject the amendment and the original Proposal, including any previous amendment(s) to the Proposal; or
 2. where the amendment(s) has a non-material defect, remedy, and non-material defect in accordance with the terms of this RFP and accept the amendment.
5. The Proponent bears the full risk that the internet, and Owner's equipment functions in a proper and timely manner with respect to the delivery of any amendment. The Owner does not assume any risk, responsibility, or liability, and makes no representation or warranty in any way, including in contract or tort (including negligence) to any person or the Proponent that the internet, or any equipment is able to transmit or receive transmissions or information in an accurate, reliable, or timely manner or communication is received by the Owner in its entirety or within any time limit specified under this RFP. If Proponents are

concerned about the delivery of information or amendments, they are fully and solely responsible for ensuring that such information or amendments are received in accordance with the terms of this RFP and before the Closing Time.

3.0 Withdrawal of Proposal Prior to Closing Time

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

4.0 Addenda

1. To receive addenda or notice of addenda for this RFP, Proponents must email helen.fitzsimmons@yukon.ca or call (867)667-5618.
2. The Owner may, at any time prior to the Closing Time, issue addenda to amend the terms of the RFP, including adding, modifying, or deleting terms or information; correcting errors, discrepancies, or omissions in the RFP; or clarify the meaning or intent of any provision therein. All addenda are deemed to be incorporated into the RFP or subsequent Contract (as applicable). The Owner will determine the form and content of any addenda. Written addenda issued by the Owner are the only means of amending or clarifying this RFP. No other form of communication whether written or oral, will in any way amend or be included in this RFP and must not be relied upon by Proponents.
3. If the Owner issues an addendum within three (3) Business Days of the Closing Time, then the Owner will extend the Closing Time.
4. If a Proposal has been submitted and a subsequent addendum has been issued, then such Proposal will be deemed incomplete and automatically withdrawn and Proponents are solely responsible for resubmitting their Proposal in accordance with the terms of the RFP prior to the Closing Time.
5. Proponents are solely responsible for checking and ensuring that they have received all addenda and incorporated such addenda into their Proposal.

5.0 Responsibility for Proposal Costs

1. Proponents are solely responsible for all costs or expenses related to the preparing, presenting, and delivery of their Proposals, including obtaining and providing any documentation, certifications, materials, applicable Proposal/performance bond or unconditional irrevocable letter of guaranteed credit; attending any information meetings or site visits, if required; or reviewing or responding to, or incorporating any addenda.

6.0 Irrevocability Period

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

the irrevocability period of this RFP or any extension thereof, the Proponent has not revoked its Proposal in writing, the Owner may accept the Proposal.

7.0 Opening of Proposals

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

8. Right to Cancel RFP

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

9.0 Right to Reject Proposal

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

- qualifications, or changes;
6. the amounts in the Proposal are unbalanced, including pricing that is too low or too high (in whole or in part);
 7. the Proposal is in excess of the Owner's available funds or budget for the Work, materially in excess of the prices received for similar work in the past, or the Proposal is too low and is 25% or more, lower than the Owner's estimated budget for the Work;
 8. there is evidence that the Proponent would be unable to properly perform or carry out the Contract, including: lack of experience, qualifications, equipment, materials, or resources to satisfactorily perform the Work; ability to perform the Work or satisfactorily meet the schedule for the Work; difficulty working with the Contractor; or past proclivity of disputes with the Owner or claims by the Proponent;
 9. there is evidence that the Proponent, its officers, employees, or other members of the Proponent's team have been involved in fraud, bribery, misrepresentation, illegal or criminal activity;
 10. the Proponent fails to comply with the terms and instructions for the "Two-Envelope Submission Process" as described in this RFP, including: failing to review a Proposal and ensure that all pricing information is **only included in the price envelope**;
 12. the Proponent fails to follow or comply with any instructions or the terms of this RFP; or
 13. in the discretion of the Owner, best value for the Owner or the financial or other interests of the Owner would best be served by rejecting or not accepting a Proposal or not executing a Contract.

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

3. Proposals that include any: special conditions, assumptions, additional terms or contract clauses, disclaimers, qualifications, additional pricing of work, math errors or ambiguous pricing, or any other changes to the Work, Contract, or RFP (collectively, the "Counter Terms") may be rejected. Such Counter Terms may constitute a counter-offer, create uncertainty or unfairness, or affect the cost or performance of the Contract. Proponents are cautioned to review their Proposals for any Counter Terms and assume the full risk and responsibility for rejection or disqualification of their Proposal if they include such Counter Terms in or with their Proposal.

10.0 Pre-Award Process and Proposal Review Meeting

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

11.0 Award and Execution of Contract

1. Subject to section 11.2, should the Owner, at its discretion, decide to award and execute a Contract, it will provide written notice to the selected Proponent. The Owner will, at its discretion, determine the date of execution of the Contract within the irrevocability period stated in this RFP or any extension thereof, and Proponents must be fully prepared and ready to promptly sign and execute the Contract upon notice of award from the Owner.
2. At any time upon request by the Owner, the Proponent must provide to the Owner, in a form and with content acceptable to the Owner:
 1. **Letter of Compliance from the Yukon Workers' Compensation Board**, including the Proponent's Workers' Compensation number, or proof of compliance under *Yukon Workers' Compensation Act* to be provided within five (5) Business Days from notice of award;
 2. **Insurance Coverage**, including sufficient proof of any applicable insurance coverage and amounts stated in the Contract to be provided within five (5) Business Days from notice of award;
 3. **Performance Bond or Unconditional Irrevocable Letter of Guaranteed Credit** in accordance with this RFP within seven (7) Business Days from notice of award;
 4. **List of Equipment** including any equipment to be used in the performance of the Work or any equipment required or stated in this RFP or the Contract;
 5. **Legal Entity Status**, including registration or status under the *Yukon Business Corporations Act*, RSY 2002, c.20, *Partnership and Business Names Act*, RSY 2002, c. 166, or any other applicable legislation;
 6. **Valid Municipal Business License**; and
 7. **Any Other Additional Information or Documentation** requested by the Owner that may be material to the performance of the Work or reasonably necessary in order for the Owner to make the final decision to award and execute the Contract, to be provided within the timeframe requested by the Owner. For greater certainty, the right to request additional information or documentation does not entitle the Proponent with an opportunity to substantially change or repair its Proposal.

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

3. If the selected Proponent is incapable of performing the Contract or fails or refuses to promptly enter into the Contract in accordance with this RFP, then the Owner reserves the right, at its discretion, to award and execute the Contract with the next highest ranked Proponent who meets the terms of this RFP or cancel the RFP.
4. Proponents acknowledge and agree that if the Owner accepts a Proposal and executes a Contract with the selected Proponent, the Contract, Specifications, and any applicable addenda, documents and materials included with or attached to the

Contract and this RFP shall constitute the entire agreement and be binding on the parties. The Owner may, at its discretion, attach or include terms or portions of the selected Proposal in the Contract, which the Proponent shall be bound by as part of the Contract.

12.0 Acceptance of Terms

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

13.0 Discretion to Make Minor Changes to Contract Terms

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

14.0 Dispute Resolution and Exclusion of Liability

1. Each Proponent, by submitting a Proposal, irrevocably agrees that:
 1. If the Proponent has any dispute related to or arising from this RFP process, the Instructions to Proponents, or any of this RFP documents, then the Proponent will attend a debrief with the Owner and make good faith efforts to resolve the dispute by amicable discussions with the Owner, and the Proponent shall provide frank, candid and timely disclosure of all relevant facts, information and documents relating to the dispute to the Owner's.
2. Despite any other terms under this RFP, each Proponent by submitting a Proposal, permanently and irrevocably agrees to waive and release the Owner, its elected officials, officers, employees, and agents from any and all claims, liabilities, actions, proceedings (including any judicial review or injunction application), damages (including: direct, indirect, consequential, incidental, general, special or exemplary damages, any economic losses, lost profits, lost opportunities, or all other costs, expenses and losses of any type or for any reason), or any other legal remedy in any way or for any reason, whether unknown or unforeseen, whether in law or in equity or pursuant to statute or regulation (collectively, the "Claims") arising from or related to this procurement process or this RFP, including: any actual or alleged breach of any duty or obligation of: fairness or "Contract A"-based tendering law duties or obligations (express or implied) on the part of the Owner at any stage of the procurement process or this RFP, including: the receipt, acceptance, rejection, or evaluation of Proposals; any errors or omissions in the

evaluation of Proposals; any breach of the Owner's policies or directives; any breach of a statutory or other duty; failure by the Owner to award or execute a Contract regardless of the reason; cancellation of this RFP or re-procurement of the Work on the same terms or other terms; acceptance by the Owner of a non-compliant Proposal; rejecting a compliant Proposal; access to or use of the content, veracity, accuracy, availability, suitability, reliability, usability, functionality, compliance, completeness or timeliness of Proposals or any failure to receive or transmit a Proposal or any part of a Proposal in an accurate, sufficient, or timely manner; negligence, misrepresentation (negligent or otherwise), or any other tort; bad faith or violation of common law duties; any breach or fundamental breach of express or implied duties or terms of this RFP; breach of contract; or any decisions, acts, omissions or errors by the Owner related to or arising from this procurement process, RFP, or the formation and execution of the Contract. This clause shall survive the Closing Time, expiry, or cancellation of this RFP.

3. If section 14.2 is inapplicable, unconscionable, contrary to policy, substantially incontestable, or otherwise unenforceable or invalid, in whole or in part, or where the Proponent is otherwise entitled to a remedy or compensation at common law (including for breach of the duty of good faith) or otherwise, from the Owner in relation to this procurement process or RFP, the sole and absolute remedy and total maximum compensation for any and all Claims against the Owner in relation to or arising from this procurement process or RFP, either individually or cumulatively, will not exceed the lesser of: the Proponent's reasonable and direct costs of preparing its Proposal or \$5,000.00, and in no way or for any reason shall the Owner be liable to the Proponent for an amount greater than this amount. Multiple claims will not enlarge this limit. This clause shall survive the Closing Time, expiry, or cancellation of this RFP.

15.0 Assumption of Risks

1. By submitting a Proposal, the Proponent represents and warrants that the Proponent is satisfied as to the practicality of executing the Work in accordance with the Contract, and has exercised due diligence to investigate all facts and conditions that are related to or affect the Work under the Contract and included this into the price of their Proposal, including: the nature, condition, and location of the work site; delivery dates or dates for progress or completion of the Work; existing structures and the surrounding environment; soil and subsurface conditions; the quantities and nature of the Work; the labour resources required to complete the Work; certifications or specialized knowledge or expertise; materials and equipment necessary for the completion of the Work, including the cost of any tariffs, duties, freight and shipping; means of access to the site; any travel or accommodations that may be required; health and safety requirements; environmental requirements; permitting, licensing or other regulatory requirements; Proposal/performance bond or unconditional irrevocable letter of guaranteed credit and insurance requirements; taxes; and any other costs, expenses, risks, contingencies or other circumstances which may arise from or relate to the Work.
2. The Owner and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or any addenda. Any quantities shown or data contained or provided under this RFP or provided by way of addenda are for the sole purpose of indicating to Proponents the general scale

and scope of the Work. It is the Proponent's responsibility to obtain all the information necessary to prepare a Proposal in response to this RFP. The Owner also makes no guarantee in any way as to the value or volume of Work to be assigned to the selected Proponent under the Contract.

16.0 Conflict of Interest, Restricted Parties, and Prohibited Activities

1. The Owner reserves the right, at its discretion, to reject or disqualify a Proponent without award or compensation to the Proponent, if the Proponent has a conflict of interest related to or arising from this RFP, including where the Proponent assists in the preparation and planning of this RFP, or obtains any material information not disclosed to other Proponents related to or arising from such planning or preparation.
2. The Owner may, at its discretion, designate a person as a restricted party under this RFP or through an addendum ("Restricted Party"). Each Proponent is solely responsible for ensuring that they do not use or seek advice or assistance from a Restricted Party.
3. The Owner also reserves the right, at its discretion, to reject or disqualify a Proponent without award or compensation to the Proponent, if the Proponent has engaged in any of the following conduct or activities:
 1. uses or seeks advice or assistance from a Restricted Party, directly or indirectly, including using or seeking advice or assistance from a Restricted Party to prepare its Proposal or participate in this RFP; or including a Restricted Party on the Proponent's team or as an officer, employee, advisor, or consultant to the Proponent or one of its team members;
 2. engages in any illegal activities, including bid-rigging, price-fixing, bribery, fraud, coercion, or collusion;
 3. lobbying or communicates or attempts to communicate, directly or indirectly, with any employee, contractor, representative or elected official of the Owner to unduly influence the outcome of accepting or rejecting a Proposal to the Proponent's advantage or favor, or makes any misrepresentation or provides misleading or inaccurate information; or
 4. engages in any unethical conduct or conduct which substantially and adversely affects the fairness or integrity of the procurement process. (collectively, the "Prohibited Activities").
4. By submitting a Proposal, each Proponent represents and warrants that they do not have a conflict of interest and have not engaged in any Prohibited Activities.
5. Each Proponent and member of the Proponent's team is solely responsible for promptly and fully disclosing to the Owner any conflict of interest or Prohibited Activities.
6. A potential Proponent or a prospective team member or advisor of a Proponent who has any concerns regarding whether the Proponent or a current or prospective employee, advisor or team member of the Proponent has: a conflict of interest or has engaged in any Prohibited Activities, is encouraged to submit a written request for an advance decision from the Owner, not less than 10 Business Days prior to the Closing Time. Such request must include the following information:
 1. names and contact information of the Proponent and the person for which the advance opinion is requested;

2. a sufficient description of the circumstances related to the conflict of interest or Prohibited Activities; and
 3. a sufficient description of the steps taken to date, and future steps proposed to be taken, to mitigate the conflict of interest or Prohibited Activities.
7. The Owner may, at its discretion, make an advance decision or may refer the request for an advance decision to a third party adjudicator for resolution. If the Owner refers the request to a third party for adjudication and resolution, the Owner may, at its discretion, and upon notice to the affected party, make its own submission to the third party adjudicator.
 - 8.0 The Owner or the third party adjudicator, as applicable, shall establish the relevant processes from time to time to address a conflict of interest or any Prohibited Activities, including: consideration of further facts or circumstances in which a decision may be amended or supplemented, or impose conditions on the participation of a Proponent or any other person.
 - 9.0 The person(s) requesting the decision and all other related parties shall fully cooperate with the Owner or third party adjudicator related to any process to address any conflict of interest or Prohibited Activities. Upon request by the Owner or third party adjudicator, the Proponent shall, in a form and with content acceptable to the Owner or third party adjudicator, provide the Owner or third party adjudicator with any additional relevant documentation, information, or materials.
 10. The onus is solely on the person(s) requesting the decision to clear or resolve any conflict of interest or Prohibited Activities. The decision of the Owner or third party adjudicator, as applicable, is final and binding on the person(s) requesting the ruling and all other parties, including: any Proponents or current or prospective employee, advisor, or team member of a Proponent.

17.0 Information Meeting

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

18.0 Site Visit

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

PART C: SUBMISSION PROCESS AND CONTENT

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

1.0 Forms and Contents of Proposal

1. Proponents shall include the following as part of their Proposal:
 1. **PROPOSAL FORMS:** Proponents shall use the Proposal forms that are provided in this RFP and authorized by the Owner, including a Schedule of Prices to be filled out. Proposal forms may contain multiple pages; and
 2. any other forms, information, documents, or materials required under this RFP, including the ability to provide a proposal/ performance bond or unconditional irrevocable letter of guaranteed credit within seven days (7) after the notification of intent to award shall be cause for rejection of the Proposal.
2. Please read and fill out the Proposal forms carefully, as any failure to complete or submit the latest Proposal forms provided in their entirety may result in the rejection of a Proposal or a Proposal being ineligible for submission.
3. Other than inserting information where explicitly requested, Proponents are advised to not alter or change the Proposal forms (in whole or in part), which may result in the rejection of their Proposal.
4. To avoid uncertainty and potential rejection of a Proposal, please do NOT leave mandatory pricing blank when filling out pricing information in the Proposal form(s). Proponents acknowledge and agree that they bear the full risk and responsibility for the rejection of their Proposal if they: leave mandatory pricing blank or fail to ask questions or seek clarification from the Owner on any instructions, requirements, or matters related to this RFP.
5. Proponents should not include the Goods and Services Tax or Harmonized Sales Tax (GST/HST) in the pricing of their Proposals. The property and/or services contracted for, are for the use of, and are being purchased by the Owner with public funds and are not subject to the Goods and Services Tax or Harmonized Sales Tax (GST/HST).

2.0 Authority to Submit Proposal

1. The Proposal forms must be submitted only in the name of a single individual, a single partnership, or a single corporation, and shall be signed and submitted as follows:
 1. if the Proponent is an individual or sole proprietor carrying on business in their own name, signed by the Proponent in its personal capacity;
 2. if the Proponent is a registered partnership, signed by a duly authorized partner who has authority to sign for and bind the partnership; or
 3. if the Proponent is a corporation, signed by a duly authorized officer of the corporation.

2. If the Proponent is carrying on business under a name other than its own, it must be signed by the registered owner of the business name, or by an authorized official of the registered owner if the owner is a corporation.
3. Every Proponent must be an entity capable, as a matter of law, of entering into and being bound by a Contract with the Owner. Proponents should be aware of the requirements of the *Partnerships and Business Names Act, R.S.Y. 2002, c. 166* and the *Business Corporations Act, R.S.Y. 2002, c. 20*. Failure to comply with the requirements of those statutes, particularly those requiring registration as an extra-territorial entity, may result in the rejection of a Proposal, at the discretion of the Owner.
4. **Proponents bear the full risk and responsibility for the rejection of their Proposal if they: submit a Proposal in the name of more than one legal entity in their proposal forms; fail to properly name a legal entity or ensure that the entity named on the Proposal forms is an entity capable, as a matter of law, of entering into and being bound by a contract with the Owner.**
5. The Owner reserves the right, at its discretion, to reject any Proposal where the named Proponent is not a valid legal entity, or the Proposal includes more than one legal entity as the named Proponent.

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

1. Proposals must be submitted in accordance with the “two-envelope/multi-stage submission process” as set out below (“Two Envelope Process”) and in Part E: Supplementary Instructions to Proponents. The Two Envelope Process consists of:
 1. a section containing all non-price, technical information, and materials (the “Technical Submission”); and
 2. a separate section containing all pricing information;
2. The Technical Submission should only include information directly relevant to the technical evaluation criteria and should be provided in a clear, organized, and consistent manner. **NOTE: In preparing Proposals, Proponents are cautioned to review their Technical Submission carefully and make sure the Technical Submission does NOT contain or include any pricing information, and that all price information is separated and ONLY contained in the Price Submission section.**
3. Proponents are cautioned to review their Proposals carefully prior to submission to ensure that all pricing information are only contained in the Price Submission. Failure to ensure that pricing information is only contained in the Price Submission or failure to follow the Two Envelope Process and terms of this RFP will be deemed sufficient grounds by the Owner to reject a Proposal. Proponents bear the full risk and responsibility for complying with the Two Envelope Process, and for the rejection of their Proposal if they fail to follow the Two Envelope Process or terms of this RFP.
4. To maintain the confidentiality of a Proposal, **Proponents shall not disclose the original total prices OR actual total amended prices of the Proposal to the Owner prior to the Closing Time. Disclosure of the total pricing of the Proposal prior to the Closing Time may result in rejection of a Proposal.**

PART D: EVALUATION AND SELECTION

1. Method of Evaluation

An Evaluation Committee comprised of the Clerk of the Yukon Legislative Assembly and the Director of Administration, Finance & Systems for the Yukon Legislative Assembly will evaluate the Proposals.

Proposals will be evaluated only on the basis of criteria listed in this RFP documents and only on information contained in the Proposal submitted prior to Proposal closing date and time. The Evaluation Committee, however, may request clarification from a Proponent about the contents of its Proposal. Such clarification may not result in a material or substantive change to the Proposal.

The first action taken by the Evaluation Committee will be to determine which of the Proposals conform to the requirements set out in this RFP for the Provision of Hansard Services to the Owner. To this end, Proposals must be clear and concise and must provide sufficient information for the Evaluation Committee to determine that they meet all the requirements of this RFP. Proposals that do not conform may be rejected.

The Evaluation Committee will then evaluate the Proposals that do conform by progressing through the following stages:

(a) Technical evaluation

- The Proposal must receive a minimum score of 840 points, or 70% or more of the possible points on the technical evaluation, to proceed to the next stage.

(b) Reference checks

- The Proposal must receive a minimum score of 210, or 70% or more of the possible points on the reference checks, to proceed to the next stage. The Proponents reference checks, providing in Proposal Form "A" or within the Proponents tender package shall demonstrate the Proponent's, minimum of one-year related experience for completing a similar contract. An overall 5-year minimal accumulative experience is required between all references provided.
- The Owner will contact at least two of the Proponent's reference(s) or as many references as required to meet the 5-year minimal accumulative experience requirement. The Owner will only attempt to contact the references twice and the references must reply within three business days of the Owner's telephone call. If references do not reply within three business days, the Proponent bears the risk that the Proposal may not pass the threshold stated above to move onto the price envelope opening.
- Reference check information shall include contracts of a similar nature, reference(s), and phone number(s), as well as a brief description of the work performed for each reference and the period of time covered by that work. Reference checks shall include the Proponents Northern Knowledge and Experience as set out in this RFP.

[Proponents that do not achieve the minimum acceptable score at any of these first two stages (a) technical evaluation and (b) reference checks will not proceed to the next stage and their Price Envelope will not be opened.]

(c) Price

- Upon completion of the technical evaluation and reference check(s) the Proponents price envelope will be opened. The Project Manager will return, unopened, the Proponents Proposal Price Envelope to the Proponents who do not meet the mandatory requirements or the terms of this RFP.
 - The Proposal that has reached this stage and contains the lowest combined cost per quarter hour will receive the maximum score of 500 points. (Combined cost per quarter hour = cost per quarter hour for Hansard transcription + cost per quarter hour for subtitling (captioning)). The price score will be added to the technical evaluation and reference checks scores.
 - Any other Proposal(s) that have reached this stage shall be awarded points on a basis that reflects the proposal price found in those Proposal(s) in comparison to the lowest Proposal. For example: $\text{lowest price} / \text{current price} = \text{Proposal \%}$. $\text{Proposal \%} \times 500 \text{ (total points)} = \text{price score}$.
2. The Technical Submission shall be opened and evaluated before the Price Submission. After the technical evaluation is complete, the submission containing the price criteria will be opened and evaluated. Both the technical and price evaluation are subject to any applicable mandatory requirements or terms in this RFP. If there is a minimum technical threshold or score stated in this RFP, those Proposal(s) which meet or exceed the minimum acceptable technical scores stated in this RFP will have their Price Submission evaluated. Proposals that do not meet the minimum technical threshold or score will be rejected and not considered for further evaluation and excluded from a Contract.
 3. Proposals will be evaluated on the basis of criteria listed in this RFP and on the contents of the Proposal submitted, including any responses from project references. Proponents are solely responsible for ensuring that their Proposals are complete, clear, and succinct, and have sufficient detail to enable the Owner to evaluate their Proposal on the basis of this RFP criteria.
 4. Where applicable, Proponents are solely responsible for ensuring that the Proponent is properly registered. Proponents bear the full risk and responsibility for the rejection of their Proposal, a reduction in scoring, or not being awarded points for the failure by the Proponent to properly register.
 5. The Owner reserves the right, at its discretion, to reject a Proposal, exclude a Proponent from a Contract, or adjust the evaluation scoring of a Proponent if the Proposal or Proponent's submission contains any misrepresentations or any other inaccurate, misleading, or incomplete information.
 6. The Owner reserves the right, in its sole and absolute discretion, to investigate or request verification or clarification from a Proponent with respect to the contents of its Proposal, without being obligated to seek verification or clarification from any or all other Proponent(s). Such further verification or clarification may include details of qualifications or certifications of any personnel, current legal entity status, verification, or clarification that the Proponent are duly registered, status of security, financial capability, business practices, references for previous work or services, or

the ability of the Proponent to perform the Work or meet the requirements of the Contract. The Proponent agrees to permit and fully cooperate with the Owner in seeking verification or clarification respecting the contents of their Proposal. There is no duty or obligation on the Owner in any way to exercise its right to request or seek verification or clarification, and such right does not entitle the Proponent with an opportunity to substantially change or repair its Proposal. The Owner will be under no duty or obligation in any way to further verify, clarify or receive further information, whether written or oral, from any Proponent. The Owner is under no duty or obligation in any way to Proponents to perform any investigations or to otherwise verify or clarify any statements or representations made in a Proposal.

7. If all the Proposal(s) submitted under this RFP are all non-compliant, over-budget, or otherwise unacceptable to the Owner, then the Owner reserves the right, at its discretion, to do any one or more of the following: cancel this RFP, re-procure the Work on the same or different terms and conditions regardless of whether prices of the Proposal have been made public or not, or take such other action as the Owner deems fit.

2. Criteria Weighting

Criteria are awarded a percentage of the total points according to the following:

| % | Summary | Description |
|----------|---------------------|--|
| 100 | Excellent | superlative response that surpasses Owner's requirements |
| 80 | Good | sound response that fully meets Owner's requirements |
| 60 | Acceptable | acceptable response that meets basic requirements with acceptable risk |
| 40 | Unacceptable | unacceptable response that falls short of meeting basic requirements |
| 20 | Seriously Deficient | response deficient in many areas; poses serious problems |
| 0 | Unacceptable | response completely unacceptable or missing |

3. Evaluation Criteria

Proposal(s) will be evaluated based on the criteria listed below. Proponents must ensure that the information they provide includes sufficient material to assess the Proponent's capabilities in the areas indicated below. Proposals will be graded to reflect the quality of the response.

The Owner may disqualify a Proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations or any other inaccurate, misleading, or incomplete information.

Where two or more Proposals are ranked equally, the Proposal with the highest technical score will be recommended for award of a contract.

| | TECHNICAL EVALUATION | Total Points |
|------------|---|---------------------|
| 1.1 | <p>Organizational Depth and Qualifications:</p> <ul style="list-style-type: none"> • Demonstrates that the Proponent has the internal resources to meet contract requirements (150 points maximum) • Demonstrates qualifications and related experience of the Proponent and of the Proponent's employees who will be working on the contract (150 points maximum) • Demonstrates experience through listing of past and successfully completed projects similar to this contract (150 points maximum) | 450 |
| 1.2 | <p>Related Experience:</p> <ul style="list-style-type: none"> • Demonstrates experience using a Harmony Workflow audio/recording systems (125 points) • Demonstrates experience using other systems for audio recording and transcription (75 points) • Demonstrates knowledge of the subtitling (captioning) or similar system in order to provide captioning (125 points) | 325 |
| 1.3 | <p>Understanding Requirements and Business Process and Methodology</p> <ul style="list-style-type: none"> • Demonstrates an understanding of the contract requirements and expectations and of the methodology and equipment required to provide the services to the Yukon Legislative Assembly and to transcribe audio recordings of Assembly proceedings (100 points maximum) • Demonstrates an understanding of the Yukon Legislative Assembly, its business, and the technical environment within which the contract operates (100 points maximum). • Demonstrates an understanding of the editing processes required to ensure Hansard accuracy and quality control, and processes to ensure timeliness and correct use of complex terminology (125 points maximum). | 325 |

| | | |
|------------|---|--------------|
| 1.4 | Northern Knowledge and Experience The Proponent should demonstrate their experience working in the North by providing information related to the following: <ul style="list-style-type: none"> • The Proponent’s knowledge of the Yukon and the Yukon Legislative Assembly and its business and procedures, potential challenges and opportunities that might be encountered during completion of the Work. (75 points) • The Proponent’s experience working in remote, northern communities or sites similar to the service area and providing on-site services and remote work options as specified in this RFP. (25 points). | 100 |
| | TOTAL TECHNICAL EVALUATION | 1,200 |
| 1.5 | Reference Checks <ul style="list-style-type: none"> • Proponent’s experience, knowledge and skills confirmed through reference checks. | 300 |
| | TOTAL REFERENCE CHECKS | 300 |
| 2.0 | Price <ul style="list-style-type: none"> • The Proponent with the lowest combined cost per quarter hour will receive the maximum points available. (Combined cost per quarter hour = cost per quarter hour for Hansard transcription + cost per quarter hour for subtitling (captioning)). • Other Proponent(s) will receive scores relative to that of the lowest Proposal Price (Refer to Part D - Evaluation and Selection). | 500 |
| | TOTAL POINTS OVERALL | 2,000 |

Organizational Depth and Qualifications

The proponent will describe the areas of expertise and depth of its organization. This will include a statement of the number of years of experience the proponent has in providing transcribing and editing services, past experience, and any similar contract(s). The proponent will also provide references and the phone number(s) of the references (5-year minimal accumulative experience is required).

More specifically, the proponent will provide a list of related contracts that it has carried out. For each project cited the proponent will include details about the customer, a description of the project, and activities undertaken to complete the project. Proponents should include in this list, projects where the requirements were similar to those listed in Part G - Draft Hansard Contract and Schedule “A,” including but not limited to the following:

- (1) projects which consisted of a draft transcript of an afternoon meeting, consultation, etc. which was produced and made available within four hours of the proceedings.
- (2) projects which required the operating of a sound system including console operation/microphone switching.
- (3) projects which consisted of transcribing substantially verbatim where nothing which adds to the meaning of the speech or illustrates the discussion is left out but omitting repetition, redundancies, and obvious mistakes.
- (4) projects which required weekly cumulative indexing; and
- (5) projects which required subtitling (captioning) services.

The Proponent will provide information in sufficient detail to outline the qualifications of its employees relative to the services required to be provided under the Contract. This information will include a description of the overall organizational structure that would be put in place to perform the Work of the Contract.

Although a Proponent may not have all their employees in place for the purpose of this Contract, the Proposal should include an identification of as many employees as possible. In reference to each employee, the Proponent should provide a description of the person's education and experience that are relevant to the Work of this Contract. If an employee does not currently have applicable experience, the Proponent must demonstrate how and when the necessary skills will be obtained. Further, the Proposal should set out the manner in which a Proponent intends to recruit employees when so required.

In order to assist the Owner in determining the Proponent's ability to carry out the Contract, the Owner reserves the right, to make any investigations of a Proponent's business experience, financial capability and business practices as deemed necessary. The Proponent agrees to permit and cooperate with such investigations.

Related Experience

Proponents must demonstrate past experience using a Harmony Workflow System for audio recording and transcription.

If Proponents have not used the Harmony Workflow System for audio recording and transcription the proponent must demonstrate past experience using other systems for audio recording and transcription.

Proponents must demonstrate past experience providing subtitling (captioning) services.

Understanding Requirements and Business Process and Methodology

Proponents should provide a clear and concise written response detailing their understanding of the Contract and the services that are to be provided. There should be a demonstrated awareness of pertinent issues and potential problems the successful Proponent will have to deal with related to the provision of services under the Contract.

Proponents should also demonstrate an understanding of the Owner. The response should include, but not be limited to, a description of the kind of business conducted in the Yukon Legislative Assembly and the technical environment within which the successful Proponent will have to operate.

Proposals must identify how the service will be delivered and must include information to show how the required level of quality and service will be maintained for the duration of the Contract. The submission must also contain information about the methodology and technology that will be used to perform the work of the Contract.

Proponents **must** provide information that demonstrates they will be able to provide all the services required in the Contract by October 1, 2022.

Proponents must provide details of the methodology they plan to use to accurately transcribe Legislative Assembly proceedings. The description of equipment must show the service level the equipment will provide and must include a listing of the number of units of each type of equipment and of backup systems and equipment.

Proponents must describe how they will ensure that the services will be maintained in cases of equipment breakdown, computer downtime, and where inadequacies are identified with equipment (e.g., inaudible records are produced).

Proponents must describe how they plan to:

- provide transcripts that are accurate to the standards set out in the Contract and in the format set out in the Hansard Style Guide.
- monitor and evaluate the ongoing quality of services under the Contract, including proof-reading and editing.
- ensure that complex terminology used in Legislative Assembly proceedings will be accurately transcribed; and
- provide transcripts in a timely manner to meet the requirements set out in the Contract.

Northern Knowledge and Experience

Proponents should provide a clear and concise written response detailing their knowledge of Yukon and the Yukon Legislative Assembly. The response must demonstrate the Proponents understanding of the Yukon Legislative Assembly and its business and procedures. There should be a demonstrated awareness of pertinent issues and potential challenges and opportunities the successful Proponent might deal with related to provision of the services under the Contract.

Proponents must also demonstrate their experience working in remote, northern communities or sites similar to the service area included in this RFP including providing on-site services and remote work options as specified in the RFP and in the Contract.

PART E: SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS

1. Direct all questions in reference to the work on this contract to the Project Manager at:

Helen Fitzsimmons
Director Administration, Finance & Systems
Yukon Legislative Assembly
P.O. Box 2703, A-9
Whitehorse, Yukon Y1A 2C6
Phone: (867) 667-5618
Email: helen.fitzsimmons@yukon.ca

Information obtained from any other source is not official and may be inaccurate.

2. Any questions regarding this RFP should be communicated to the project manager no less than 7 business days prior to the closing date and time, to allow the project manager sufficient time to reply. Questions submitted after this time might not be answered.
3. The price proposal must be submitted in Canadian currency.
4. This will be a value driven procurement. Proposal(s) will be evaluated on the basis of the evaluation criteria included in this RFP (Part D – Evaluation and Selection).
5. Proposal must be submitted using the two-envelope system as identified in this RFP.
 - .1 Proposal Form “A” must be completed, or the information required in Proposal Form “A” can be included on a separate page in the Proponent’s technical Proposal. Proposal Form “A” should be enclosed in an envelope, with Proposal Form “B,” or packaged appropriate because of bulk, with the return envelope, attached, or labelled with the information requested in accordance with the terms of this RFP.
 - .2 Proposal Form “B” shall be submitted as a cover page of the technical Proposal. It must be completed in full and include the signature(s) of a person(s) authorized to bind the Proponent to the contents of the Proposal and the clauses included on Proposal Form “B.” The entire Proposal should be enclosed in an envelope or packaged appropriately because of bulk with the return envelope, attached, or labelled with the information requested in accordance with the terms of this RFP.
 - .3 Proposal Form “C” (Price Information) shall be submitted in a second envelope (white envelope), separate from the rest of the Proposal. It also must be completed in full and include the signature(s) of a person(s) authorized to bind the Proponent. **This second price envelop is then sealed and enclosed in the Proposal package, or green tender envelope.**
 - .4 Both envelopes should clearly be labelled, including the name of this RFP, Proposal closing date and the Proponent’s company name and address; the same name as is on Proposal Forms “B”, and “C”.

- .5 When the non-price technical evaluation is complete, those Proposals which meet or exceed the minimum acceptable score identified, will have the Price Envelope opened. Price will then be scored according to the evaluation criteria.
6. Within seven days of notification of the intent to award the contract. The successful Proponent **must** provide either a “Consent of Surety” from a duly licensed surety company authorized to transact a business of suretyship in the Yukon, providing that the surety will issue a performance bond in the amount of \$100,000.00 **OR** an unconditional, irrevocable letter of guaranteed credit acceptable to the Owner, in the amount of \$100,000.00.

FAILURE TO PROVIDE A PERFORMANCE BOND OR UNCONDITIONAL, IRREVOCABLE LETTER OF GUARANTEED CREDIT IN THE AMOUNT OF \$100,000.00 SEVEN DAYS AFTER NOTIFICATION OF INTENT TO AWARD SHALL BE CAUSE FOR REJECTION OF THE PROPOSAL.

7. In the event that this document contains attachments or appendices in an electronic format the Owner is not responsible for the accuracy, completeness, utility, compatibility, or usability of such electronic materials.
8. Please note, **all travel costs and disbursements** are the responsibility of the Proponent and must be included in the price proposal. Such allowances must be included in the proposal price so that the total costs of all Proposals can be evaluated equally and fairly.
9. The schedule of events shall be as follows:
 - **Advertise Proposal** **Thursday, June 30, 2022**
 - **Proposal closing date** **Thursday, July 21, 2022**
 - **Tentative award date** **Wednesday, July 27, 2022**

A prospective Proponents' information meeting is scheduled for Monday, July 18, 2022, at 3:00 p.m. at the Yukon Legislative Assembly located at 2071-2nd Avenue, Whitehorse, Yukon. Prospective proponents can conference call into the meeting by calling the Project Manager at 867-667-5618. **Attendance at this meeting is not mandatory.**

Proponents wishing to attend the Proponents' information meeting **MUST** advise the Project Manager at 867-667-5618 by Thursday, July 14, 2022, at 3:00 p.m.

PART F: CONTRACT, SPECIFICATIONS AND OTHER DOCUMENTS

Contract Period

1. The term of the contract will be from October 1, 2022, to September 30, 2024, unless earlier terminated pursuant to the contract. The proponent will be required to be ready to provide Hansard services effective October 1, 2022.

Renewal

2. Not Applicable.

Contract Work

3. The contract includes responsibility for operating the sound system in the Legislative Assembly Chamber (including console operation/microphone switching), audio recording (for transcribing purposes), producing an edited Blues and Hansard transcript (in English only; for words spoken in a language other than English, refer to Guideline 10 of the Editing Guidelines in Schedule "A") of the proceedings of the Yukon Legislative Assembly and Committee of the Whole which take place in the Yukon Legislative Assembly Chamber in Whitehorse, and producing a Hansard index (on a weekly cumulative basis leading to the production of a final version at the end of each of the Spring and Fall Sittings). The Contractor shall transmit the Blues, Hansard transcripts and indexes to electronic distribution points designated by the Clerk of Assembly (Clerk) in one or more electronic formats as specified by the Clerk including Hypertext Markup Language (HTML), Portable Document Format (PDF) and Microsoft Office Word. [Sample copies of the Blues, Hansard and Hansard index are appended to this Proposal package; arrangements to obtain or examine additional Blues, Hansards and Hansard Indexes may be made by contacting the Project Manager. Electronic versions of Blues and Hansards may be viewed at the website address <https://yukonassembly.ca/>

The contract also includes responsibility for providing subtitling (captioning). The contractor will be required to use Telestream Caption Maker Software (supplied by Owner) to produce the captioning files of the first hour of each sitting day (including all of Question Period). The captions are to reflect the Hansard style in terms of wording and procedural formatting. The captioning must be created as an industry-standard.vtt file and supplied to the webhosting provider either by uploading the captioning to the hosting server or as specified by the Owner. The Owner reserves the right to terminate the provision for subtitling (captioning) from the contract at any time for any reason, whatsoever. In the event of such termination, the Owner will pay the Contractor an amount that is equal to that portion of the work completed up to the date of termination.

- A USB-3 stick each sitting day will be provided to the Hansard contractor by 11:00 a.m. the day following a sitting day. The caption file for the provided video segment must be sent to Owner's webhosting provider by 1:00 p.m. on the sitting day that follows receipt of the USB-3 stick. For example, the USB-3 stick for a Monday will be provided to the Hansard contractor by no later than 11:00 a.m. on Tuesday, and the captioning file must be completed and submitted to the webhosting provider no later than 1:00 p.m. on Wednesday.

MANDATORY REQUIREMENT: The provision of Hansard Services for the Owner must be provided on-site. However, remote work options are permissible providing that at least four staff members are located on-site during a Sitting.

Method and Technology

4. The Contractor must be capable of providing transcribing services using the existing Sliq Media Technologies Harmony Workflow system for the preparation of the Blues and Hansard. The use of any other method or technology proposed by the Contractor will **NOT** be considered. A transcription procedure that requires reporters to be on the floor of the Yukon Legislative Assembly, in the fashion of court reporting, will not be accepted.

Staff, Office Space, Furniture, Equipment, and Software

- 5.1 The Contractor is responsible for providing all staff (including the console operator/microphone switcher for the sound system), with equipment to produce the required services. The Contractor is responsible for the computer hardware necessary to produce the required services. Office space, computer desks, office chairs, upgraded computer software, and audio recording system and the sound system in the Legislative Assembly Chamber, are provided by the Owner.
- 5.2 The Owner is responsible for ensuring that the sound system and its feeds to the media gallery and the Yukon Legislative Assembly's FM radio transmitter are tested prior to each Spring Sitting and Fall Sitting. The Contractor is notified of the timing of that testing and **MUST** be present to test the feeds to their equipment at that time. The Contractor is not expected to continue to function during periods of breakdown of the Yukon Legislative Assembly equipment.
- 5.3 The console operator/microphone switcher's duties, in addition to those assigned by the Contractor relating to production for transcribing, include:
 - (a) determining that the sound system is functioning and providing an audio feed each sitting day,
 - (b) ensuring that the feed from the sound system to the Yukon Legislative Assembly's FM radio feed is turned on and off at appropriate times (i.e., in-camera),
 - (c) ensuring that microphone switching in the House is done in accordance with the directions of the Speaker (requires paying attention to debate and listening closely in order to anticipate who is to speak next, to deal with situations when the Speaker or Chair of Committee of the Whole is slow to recognize a member and to minimize the inappropriate switching of microphones), and
 - (d) dressing and behaving in a manner appropriate to the Yukon Legislative Assembly including not being noisy or obtrusive.
- 5.4 All staff of the Contractor will dress and behave in a manner appropriate to the Yukon Legislative Assembly.
- 5.5 The office space provided by the Owner must be kept clean and tidy at all times in a manner acceptable to the Owner

Volume of Work

- 6.1 It is understood that the Standing Orders of the Yukon Legislative Assembly respecting sitting times and the lengths of sittings are not binding and the Yukon Legislative Assembly may sit at any time of year for any number of days.

- 6.2 It is understood that, while the Standing Orders of the Yukon Legislative Assembly set the sitting hours as 1:00 p.m. to 5:30 p.m. Monday to Thursday, the Yukon Legislative Assembly may change or extend its sitting hours at any time without notice.
- 6.3 The Standing Orders (rules) of the Yukon Legislative Assembly specify that:
- (a) there shall be a maximum of sixty (60) sitting days per calendar year,
 - (b) the Spring Sitting shall be a minimum of twenty (20) sitting days and a maximum of forty (40) sitting days (based on agreement between House Leaders), and
 - (c) the maximum number of sitting days in the Fall Sitting shall be determined by subtracting the number of sitting days of the Spring Sitting from sixty (60) (the maximum for the year).
- The number of sitting days, however, is subject to change as the Standing Orders permit the Yukon Legislative Assembly to:
- (a) sit beyond the specified number of sitting days in the Spring and Fall Sittings, and
 - (b) hold Special Sittings outside the Spring and Fall Sittings.
- 6.4 **The Standing Orders, therefore, provide guidelines respecting the timing and length of Sittings but it must be understood that the Yukon Legislative Assembly may sit at any time of the year for any number of days.**
- 6.5 The contract also includes providing subtitling (captioning) and Hansard Services for Standing or Select Committees of the Legislative Assembly, when required.

Payment Provisions for Extended Sittings

7. At the close of the sitting day the Yukon Legislative Assembly will, on occasion, sit a short time past the normal hour of adjournment (usually to receive the report of the Committee of the Whole and then to adjourn). In recognition of the fact that the Yukon Legislative Assembly will often adjourn prior to the normal hour of adjournment and that recesses are taken when the Yukon Legislative Assembly sits in Committee of the Whole, no payment will be made for the first five minutes of any quarter hour of extended time.

The rules respecting payments to be made in the event of the Yukon Legislative Assembly sitting beyond the normal hour of adjournment (5:30 p.m.) are as follows:

(a) **First quarter hour of extended time**

As stated, no fee will be paid for any extended time beyond the normal hour of adjournment when that time does not exceed five minutes. When the Yukon Legislative Assembly sits for an extended time greater than five minutes and less than 15 minutes, the full regular fee for one-quarter sitting hour will be paid.

(b) **Second quarter hour of extended time**

No fee will be paid for the first five minutes. If the Yukon Legislative Assembly sits for an extended time greater than five minutes and less than 15 minutes in the second quarter, the full regular fee for one-quarter sitting hour will be paid.

(c) **Third quarter hour and each subsequent quarter hour of extended time**

Again, no fee will be paid for the first five minutes for the third and

subsequent quarter hour. If the Yukon Legislative Assembly sits for more than five minutes and less than 15 minutes in the third and each subsequent quarter hour, the quarter hourly fee will increase to one and one-half times the full regular fee for one-quarter sitting hour and becomes payable from the time when the third and subsequent quarter hour began. This overtime quarter hour fee is payable for any period of sitting between five and 15 minutes in the third and subsequent quarter hour of extended time.

Accuracy and Editing

- 8.1 The Hansard text produced must be virtually free of errors (refer to Schedule "A").
- 8.2 The index must be an accurate and a properly organized research tool.
- 8.3 Editing is a major component of the work. The Contractor must ensure that sufficient skilled personnel are available to perform this task. The Contractor must adhere closely to the limits defined by Standing Order 72 of the Yukon Legislative Assembly and must edit in accordance with the Yukon Hansard Style Guide.

Note: Refer to Schedule "A" of this tender package for the text of Standing Order 72, editing guidelines and further information on the required accuracy of the Hansard text and index. A copy of the Yukon Hansard Style Guide is appended to this proposal package.

Final Products and Deadlines

- 9.1 The Contractor must supply:

- (a) Each day's Blues (preliminary Hansard transcript which is subject only to minor change on the day following) in the electronic format specified by the Clerk to the electronic distribution points designated by the Clerk as follows:
 - (i) the Daily Routine, including the Question Period, no later than 8:00 p.m.; and
 - (ii) the full day's Blues no later than 10:00 a.m. the morning following the adjournment day.

The Contractor will upload the Blues and Hansard to the hosting server as specified by the Owner.

Note: If the Yukon Legislative Assembly sits up to an hour beyond the normal hour of adjournment, the deadline set in Clause 7 shall still apply. If the Yukon Legislative Assembly continues to sit for more than an hour beyond the normal time of adjournment, the Clerk, following consultation with the Contractor, may further extend the deadlines set out in this Clause. The Contractor will continue to provide for the transcription of the proceedings regardless of the number of hours of extended time.

- (b) Each day's final Hansard will be delivered in the electronic format specified by the Clerk to the electronic distribution points designated by the Clerk, at 10:00 a.m. three days (excluding Saturdays, Sundays, and Yukon statutory holidays) after that sitting day. Unless a holiday intervenes, the normal schedule for delivery will be as follows:
 - (i) the Hansard for Monday by 1:00 p.m. on Thursday or sooner,
 - (ii) the Hansard for Tuesday by 1:00 p.m. on Friday or sooner,

- (iii) the Hansard for Wednesday by 1:00 p.m. on Monday or sooner, and
 - (iv) the Hansard for Thursday by 1:00 p.m. on Tuesday or sooner.
- (c) The cumulative index of the Hansard text each week will be delivered in electronic format specified by the Clerk to the electronic distribution points designated by the Clerk no later than 5:00 p.m. on the Friday at the end of each week of sitting. Note: An index is not required on the 1st Friday if the previous sitting day was the only sitting day of the week.
 - (d) One draft hard copy of the final index will be delivered to the Clerk for review within two weeks of the end of each Spring and Fall Sitting. No later than 10 days after the Clerk returns the draft to the Contractor, the Contractor will provide to the Clerk a revised draft incorporating the Clerk's changes and corrections. When the Clerk has completed the review of the revised draft and all necessary changes are incorporated in it, the Contractor will provide the Clerk with one hard copy of the final index and will transmit it in the electronic format specified by the Clerk to the electronic distribution points designated by the Clerk. The requirement that the Clerk be entitled to review and submit changes to the index does not remove responsibility from the Contractor for ensuring the index is accurate and complete.
 - (e) Three paper copies of the most recently updated Hansard Style Guide will be delivered to the Clerk by **February 1, 2023 and February 1, 2024**. The style guide is to be reviewed regularly in consultation with the Clerk and revised as necessary to reflect current editorial and Assembly practices. Revisions to the Hansard Style Guide must be submitted yearly to the Clerk for approval. The Contractor is also to provide a thumb drive of the Hansard Style Guide to the Clerk in the electronic format specified by the Clerk at the same time as the paper copies are delivered.
 - (f) One thumb drive will be delivered to the Clerk in the electronic format specified by the Clerk within Sixty (60) calendar days of the conclusion of each Spring and Fall Sitting of each of the following:
 - (i) the Hansard for the full Sitting, and
 - (ii) the final Hansard index for the Sitting.

9.2 On occasion, the Contractor may be requested by the Speaker, Deputy Speaker, Members of the Yukon Legislative Assembly, or the Clerks, to produce printouts of selected portions of debate prior to the time set out in Clause 9.1. Such requests are to be satisfied on a "when possible" basis and the Contractor is entitled to consult with the Clerk to achieve a reduction in such requests should their volume interfere with the operations of the Contractor.

Monitoring performance

10.1 The Clerk, pursuant to Standing Order 72(3) of the Yukon Legislative Assembly, shall monitor adherence to Schedule "A" by the Contractor. Monitoring shall be done by such means as the Clerk determines necessary including, but not restricted to:

- (a) personal review,
- (b) input from Members of the Yukon Legislative Assembly, and
- (c) input from such other sources as the Clerk may choose.

10.2 The standards that the Contractor is expected to meet are as follows:

- (a) not more than four errors per page in the Blues,
- (b) not more than two errors per page in the weekly cumulative index,
- (c) not more than one error per page in Hansard, and
- (d) not more than one error per three pages in the final index.

An error is a violation of any provision found in Standing Order 72 or in the editing guidelines or a deficiency as set out in the Sections entitled "Accuracy of Hansard text" and "Accuracy of Hansard index" (refer to Schedule "A").

10.3 The Contractor is responsible for the reduction in the number of errors from the Blues to Hansard and from the weekly cumulative index to the final index. Although others, including Members of the Yukon Legislative Assembly, may suggest corrections, the Contractor is not entitled to rely on them to do proofing of the initial documents.

10.4 The Clerk shall meet with the Contractor on a timely basis to review the Contractor's performance in accordance with these standards. If the Clerk and the Contractor have a substantial disagreement on whether errors identified by the Clerk do, in fact, constitute errors pursuant to Schedule "A," the matter may be referred to the Speaker of the Yukon Legislative Assembly for determination.

10.5 When the performance of the Contractor does not meet the standards established in Clause 8 or the deadlines established in Clause 9, the Contractor is to provide the Clerk with an action plan detailing the activities to be undertaken by the Contractor to remedy the identified problems. The action plan is to include target deadlines for action on and completion of each of the activities being undertaken. The Contractor shall then provide reports to the Clerk, on a timely basis, outlining the progress made in meeting the target deadlines and in fulfilling the commitments made by the Contractor.

10.6 Clause 10.5 does not restrict the ability of the Owner to take such other action as it is entitled to pursuant to the provisions of this contract.

Membership in Hansard Association of Canada

11. The Contractor shall join the Hansard Association of Canada and shall attend the annual meeting (locations listed below - conferences usually take place in the summer months) of that association, in person or by representative, unless the Yukon Legislative Assembly is sitting at that time. All costs, including annual membership fees, travel expenses and conference registration fees, are the responsibility of the Contractor.

Hansard Association of Canada meeting schedule is (conference locations are subject to change):

| | |
|---------------|------|
| Manitoba | 2022 |
| Nunavut | 2023 |
| New Brunswick | 2024 |

PART G: DRAFT HANSARD CONTRACT

DATED THE ____ day of _____, 2022.

BETWEEN:

**YUKON LEGISLATIVE ASSEMBLY,
as represented by the Clerk of the Assembly
("Yukon")**

AND:

(the "Contractor")

WHEREAS:

- A. Yukon has agreed to appoint and retain the Contractor to provide certain Hansard Services; and
- B. The Contractor has agreed to provide such Services for Yukon.

The parties agree as follows:

DEFINITIONS

- 1.01 In this contract, unless the context otherwise requires:
- (a) "Yukon Government", "Owner" and "Yukon" means the Yukon Legislative Assembly and includes its authorized agents or representatives;
 - (b) "Hansard Services" and "Services" means the services and products specified in the Schedule "A," where applicable, the provision of those services and products in accordance with Part F and in accordance with the terms of this RFP;
 - (c) "Sitting" means a group of sitting days (usually being twice per year, the first called the "Spring Sitting" and usually taking place during the months of March, April, and May and the second called the "Fall Sitting" and usually taking place during the months of October, November, and December);
 - (d) "Sitting Day" means any individual day on which the Yukon Legislative Assembly sits;
 - (e) "Proposal Documents" means the Hansard Proposal package entitled "Provision of Hansard Services to the Yukon Legislative Assembly" of which the proposal closing date was July 21, 2022, and any addenda.

REPRESENTATIONS AND WARRANTIES

- 2.01 The Contractor represents and warrants to Owner that:

- (a)if a corporation, it is in good standing and duly registered in accordance with the laws of Yukon;
- (b)if a partnership, evidence of the partnership is in existence;
- (c)if a sole proprietor operating under a trade name or business name, the trade name or business name is duly registered and in good standing, in accordance with the laws of Yukon;
- (d)it has the power and capacity to enter into this contract and to observe, perform and comply with the terms of this contract;
- (e)all necessary proceedings have been taken and done to authorize the execution and delivery of this contract;
- (f)the observance and performance of the terms and conditions of this contract will not constitute a breach by it or a default under:
 - (i) any statute, bylaw, or regulation of Canada or of the Yukon;
 - (ii) its constituting documents; or
 - (iii) any contract or agreement to which it is a party;

and

- (g)all information, statements, documents, and reports furnished or submitted by the Contractor to the Owner in connection with this contract, including the proposal and any required documents submitted for the proposal closing date of July 21, 2022, are true and correct.

TERM

- 3.01 The term of this contract is October 1, 2022 to September 30, 2024, unless earlier terminated pursuant to this contract. The Contractor is to be ready to provide Hansard Services effective October 1, 2022.

THE CONTRACTOR

- 4.01 The Contractor will:

- (a)notwithstanding the date of the execution and delivery of this contract, provide, during the term of this contract, the Services set forth in Part F of the tender in a timely fashion, in a manner satisfactory to the Owner and in accordance with the time guidelines set forth in Part F of the tender and, where applicable to the description of the Services set forth in Part F of the tender, and in accordance with the editing direction set forth in Schedule "A";
- (b)provide and maintain at all times, sufficient staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to it to fully perform the Services;
- (c)provide the Owner assurance in writing at least four working days prior to the first day of each Sitting that all equipment and staff are in place and that all systems are operational. The Contractor will be provided with a minimum two weeks' notice of the start of each Sitting;
- (d)supply, at its own expense, all labour, materials, and approvals necessary to provide the Services;

- (e) upon request of the Owner, fully inform the Owner of the work done by the Contractor in connection with the provision of the Services;
- (f) permit the Owner or its representatives to always have access to the place of the work during the execution of the work and will cooperate fully with other Contractors or workers sent to the place of the work by the Owner;
- (g) comply with all applicable municipal, territorial, and federal laws;
- (h) comply with all laws and regulations applicable to the place of the work, whether federal, territorial, or municipal including the Fair Wage Schedule of the *Employment Standards Act* (Yukon), and pay for all permits and certificates required in respect of the contract;
- (i) not assign this contract or any of the Contractor's rights, benefits or monies accruing hereunder, nor subcontract any of its obligations under this contract, to any person, firm, or corporation without the prior written consent of the Owner;
- (j) establish and submit invoices in form and content satisfactory to the Owner;
- (k) on request by the Owner from time to time, provide to the Owner complete and accurate reports with respect to the provision and volume of the Services in the manner and forms specified by the Owner;
- (l) ensure that all persons employed in connection with the provision of the Services are competent to perform them and are adequately trained, fully instructed, and supervised;
- (m) discuss with the Owner any changes in technology that it wishes to implement during the course of the contract and obtain the Owner's written consent before such changes are put into effect.
- (n) comply with the on-site and remote work requirements.
- (o) keep office space provided clean and tidy at all times in a manner acceptable to the Owner.

4.02 The Contractor recognizes and will act in accordance with the following provisions:

- (a) Hansard is produced under the authority of the Speaker of the Yukon Legislative Assembly;
- (b) the responsibility for its production is delegated to the Clerk of the Yukon Legislative Assembly;
- (c) the Clerk or, if necessary, the Speaker of Yukon Legislative Assembly, has the final say in the event of disagreements about editing policy as set out in Schedule "A;"
- (d) the Clerk and the Director, Administration, Finance & Systems (Director) is to be kept informed by the Contractor of any problems experienced; and
- (e) the Contractor, on October 1, 2022, and immediately prior to each Sitting, is required to provide to the Director in the Legislative Assembly:
 - (i) the names and titles of all staff employed in providing the Services; and
 - (ii) the name of the staff member, in the absence of the Contractor, responsible for day-to-day supervision.

- 4.03 The Contractor acknowledges that the information on the number of Yukon Legislative Assembly sitting days in the proposal documents is intended only to assist in estimating the service required, and that, as is set out in Part F of the tender, a minimum of 187 sitting hours is guaranteed during each year of the contract and a minimum of four sitting hours is guaranteed for each sitting day.

INDEPENDENT CONTRACTOR

- 5.01 The Contractor acknowledges that it is an independent Contractor and not the servant, employee, or agent of the Owner; and will not represent or hold itself out to be anything other than an independent Contractor.
- 5.02 The Contractor will:
- (a) accept instructions from the Owner, with respect to the Services, provided that the Contractor will not be subject to the control of the Owner in respect of the manner in which such instructions are carried out except as specified in this contract;
 - (b) ensure that all personnel hired by the Contractor to provide the Services will be the employees or subcontractors of the Contractor and not of the Owner; and
 - (c) not in any manner whatsoever commit or purport to commit the Owner to the payment of any money except pursuant to this contract.

BUSINESS LICENSE, WORKERS' COMPENSATION, AND INSURANCE AND INDEMNIFICATION

- 6.01 The Contractor will provide proof of a business license appropriate for the location of the work on the contract prior to the first payment.
- 6.02 The Contractor must provide a "Letter of Good Standing" from the Yukon Workers' Compensation Health & Safety Board prior to the first payment and a "Letter of Clearance" from the Yukon Workers' Compensation Health & Safety Board prior to the first payment.
- 6.03 The Contractor will:
- (a) indemnify and save harmless the Owner, its employees and agents, from and against any and all loss, claims, damages, actions, causes of action, costs and expenses that the Owner may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this contract, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, director or subcontractor of the Contractor pursuant to this contract, excepting always, liability arising out of the independent negligent acts of the Owner;
 - (b) prior to the commencement of operations hereunder obtain, pay for, and maintain, for the duration of this contract, at the sole cost and expense of the Contractor the following insurance which shall apply to each occurrence forming a claim or claims:
 - (i) Commercial General Liability insurance, against claims for bodily injury, death, property damage or loss directly, or indirectly arising

out of the performance of this contract with a limit of liability of not less than \$2,000,000.00 per occurrence, containing the following provisions:

- a) contractual liability to insure the Contractor for its obligations under this contract,
 - b) "cross liability" or "separation of interests" clause causing the policy to cover liability claims brought by one insured against another insured, and
 - c) employer's liability covering each employee engaged in the operations contemplated hereunder where such employee is not subject to Workers' Compensation legislation,
- and

(ii) Automobile insurance insuring all vehicles used in the performance of this agreement required to be insured in accordance with all applicable legislation.

- (c) obtain such further insurance, at competitive rates and at Contractor's expense, as the Owner may from time to time require;
- (d) immediately upon execution, provide the Owner a certificate of insurance, signed by the insurer or its agent, confirming the existence of the insurance contemplated by this contract;
- (e) when requested, provide a certified true copy of any insurance policy contemplated by this contract;
- (f) specify the Owner as an additional insured on all insurance policies contemplated in this contract; and
- (g) bear entirely the amount of any deductible in any insurance policy required by this contract.

6.04 No insurance policy will be amended, cancelled, allowed to lapse, or any limits reduced without the insurer first providing 30 days advance notice in writing to the Owner. The Contractor will provide written evidence of replacement or renewal of insurance policies, on the Owner's form, at least 30 days prior to expiry or change of any existing insurance policy.

6.05 If any insurance required by this contract is not provided, lapses, is cancelled, becomes void or is altered for any reason, the Owner may require the Contractor, at the Contractor's risk and expense, to stop all work contemplated by the contract until satisfactory evidence of insurance is produced.

CONTRACT SECURITY

7.01 The Contractor shall, within seven (7) days of notification of the intent to award a contract, provide either a "Consent of Surety" from a duly licensed surety company authorized to transact a business of suretyship in the Yukon, providing that the surety will issue a performance bond in the amount of \$100,000.00 **OR** an unconditional, irrevocable letter of guaranteed credit acceptable to the Owner, in the amount of \$100,000.00.

7.02 The Contract Security will be provided to ensure fulfilment of the contract. The Contract Security will be forfeited for default by the Contractor or by failure of

the Contractor to complete the contract. Provision of security shall in no way limit the Contractor's obligations under paragraph 6.03(a) above.

OWNER

8.01 The Owner will:

- (a) make available to the Contractor all information and materials considered by the Owner to be necessary for the provision of the Services and which are requested by the Contractor, as soon as is reasonably possible after receipt of such request; and
- (b) pay the Contractor the applicable contract rates for all Services supplied to the Owner at the Owner's request in accordance with the procedures set out in Schedule "B," Contract Rates, Billing and Payment Procedures.

8.02 The Owner may obtain the Services from other than the Contractor where, in the opinion of the Owner, there is an immediate necessity caused by the Contractor failing to provide the Services.

THE MATERIAL

9.01 The material, including hard and electronic copies of the Blues, the Hansard, the Hansard index, and the Hansard Style Guide, will:

- (a) be the exclusive property of the Owner; and
- (b) if not delivered earlier, be delivered by the Contractor to the Owner immediately following the expiration or sooner termination of this contract.

9.02 On receiving a written request from the Owner for the material, the Contractor will deliver the material to the Owner.

NOTICE

10.01 Any notice, document, statement, report, demand, or payment to be given will be delivered by hand or mailed to:

Helen Fitzsimmons
 Director Administration, Finance & Systems
 Yukon Legislative Assembly (A-9)
 2071 Second Avenue
 P.O. Box 2703
 Whitehorse, Yukon
 Y1A 2C6

If to the Contractor: _____

and any such notice, document, statement, report, demand, or payment so mailed will be deemed to be received 48 hours after mailing.

CHANGES AND TERMINATION

- 11.01 Changes to this contract will only be made on receipt of written instructions from the Owner. Any resulting adjustment to the contract price will be agreed upon by the Owner and the Contractor and will represent the reasonable and proper costs incurred by or savings accruing to the Contractor.
- 11.02 Should the Contractor fail to observe, perform, or comply with any provision of this contract on the part of the Contractor to be observed, performed, or complied with, and not immediately rectify such failure, or not, in the reasonable opinion of the Owner, proceed to rectify such failure within ten (10) days of written notice thereof, the contract may be terminated by the Owner forthwith by notice in writing. The Owner's obligation to make payment to the Contractor will cease when payment for work satisfactorily performed has been made.
- 11.03 Alternatively, where the Contractor fails to comply with the provisions of this contract, the Owner may pursue such remedies, as it deems necessary.

GENERAL

- 12.01 A reference to a statute in this contract, whether or not that statute has been defined, means a statute of Yukon.
- 12.02 The headings or captions in this contract are inserted for convenience only and do not form a part of this contract and in no way define, limit, alter or enlarge the scope or meaning of any provision of this contract.
- 12.03 The schedules form an integral part of this contract.
- 12.04 This contract constitutes the entire agreement between the parties.
- 12.05 This contract will be binding upon the Owner and its assignees and the Contractor and its successors and permitted assignees.
- 12.06 All dollar amounts expressed in this contract refer to lawful currency of Canada.
- 12.07 A waiver of any provision or breach by the Contractor of this contract will be effective only if it is in writing and signed by the Owner and will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this contract.
- 12.08 Time will be of the essence in this contract.
- 12.09 The copyright in the material will belong exclusively to the Owner.
- 12.10 Sections 4.01(d), 4.01(k), 5.01, 6.01, 9.01 and 9.02 of the Hansard contract will, notwithstanding the expiration or earlier termination of this contract, remain and continue in full force and effect.
- 12.11 The Owner certifies to the Contractor that the Services purchased by the Owner under this contract are for the use of the Owner and therefore are not subject to the Goods and Services Tax.
- 12.12 Notwithstanding any other provision of this contract, the payment of money by the Owner to the Contractor under this contract is subject to there being sufficient monies available in an appropriation as defined in the *Financial*

Administration Act, to enable the Owner, in any fiscal year or part thereof when any payment of money by the Owner to the Contractor falls due under this contract, to make that payment.

IN WITNESS WHEREOF the parties hereto have executed this agreement effective the day and date first above written, by their authorized officers or representatives in that regard.

YUKON LEGISLATIVE ASSEMBLY as represented
by the Clerk of the Assembly:

THE CONTRACTOR

Per:-----

Per:-----

SCHEDULES TO DRAFT HANSARD CONTRACT

SCHEDULE "A"

STANDING ORDER 72 OF THE YUKON LEGISLATIVE ASSEMBLY
EDITING GUIDELINES
ACCURACY OF HANSARD TEXT
ACCURACY OF HANSARD INDEX

SCHEDULE "B"

CONTRACT RATES, BILLING AND PAYMENT PROCEDURES

SCHEDULE "A"

STANDING ORDER 72 OF THE YUKON LEGISLATIVE ASSEMBLY

EDITING GUIDELINES

ACCURACY OF HANSARD TEXT

ACCURACY OF HANSARD INDEX

Standing Order 72 of the Yukon Legislative Assembly

- 72(1) There shall be a printed record of the deliberations of the proceedings of the Assembly and Committee of the Whole, to be known as "Hansard," which shall be compiled, edited, printed, and distributed under the authority of the Speaker in accordance with this Standing Order.
- (2) The Hansard shall be produced for each sitting day and every member shall receive two copies or as specified by the Owner.
- (3) The Clerk shall provide for the editing of the transcript in accordance with the following:
- (a) revisions shall be limited to the correction of grammar, spelling, and punctuation, ensuring that the correct parliamentary forms are observed, and minimizing superfluous repetition and redundancies;
 - (b) no material alterations, nor any amendments which would in any way tend to change the sense of what has been spoken, shall be made;
 - (c) the transcript shall remain an accurate and, as far as possible, an exact report of what was said;
 - (d) a member who wishes to suggest a correction must submit it to the Hansard editor by noon of the next sitting day;
 - (e) unless a member can demonstrate, to the satisfaction of the Hansard editor or, upon appeal, the Speaker, that he or she has been misreported, no change shall be made which alters the sense of anything a member has been recorded as saying;
 - (f) no member has a right to make any insertion as an afterthought nor to strike out a passage which he or she regrets having uttered.

Editing Guidelines

1. The general rule is that if a member makes a grammatical error or uses incorrect parliamentary forms, Hansard corrects those errors. However, the speaking style of a member should always be preferred over any other style.
2. If a member uses an awkward word order to express something, Hansard staff must keep in mind that every speech, including any awkward passages in it, belongs to the member, not to the editor.
3. Editors should change the word order only if the sense of the member's remarks might be misread if the text were left as said.
4. If a member makes a grammatical error, editors are to correct it if they can without changing the sense of what was said and without inserting words a member did not say. Exceptions to this rule are prepositions and conjunctions, which may be inserted

to achieve correct idiomatic expression.

5. If a member makes an error in parliamentary form, editors are to correct it.
6. Many contractions are a normal part of oral English usage and are to be left as said.
7. Transitional words and phrases that are common in oral usage are an expression of a member's speaking style. These are to be deleted only when they are overly repetitious. That is, comments like "Well," "Now," or "Mr. Speaker" are included in the text unless they occur several times in a paragraph, in which case redundant occurrences are to be deleted.
8. If a member misspeaks and corrects himself or herself while speaking, Hansard includes only the corrected remark in the record but does not, in that process, delete any remarks that are meaningful or politically sensitive.
9. Manifest errors, meaning obvious errors, are to be corrected when there is absolutely no doubt about what a member is referring to. Such errors occur a number of times each day and most are routinely corrected (e.g., a member referring to another member by the wrong electoral district; the correct name of the electoral district would be used; e.g., members misreading figures during budget deliberations).
10. For debate given in a language other than English, including French or a First Nations language, the transcription of such debate will be included in Hansard if provided by the member. Preference is for the material to be delivered to the Contractor by email. The material provided by the member will be accepted as accurate [If the member does not provide the speech and transcription, the Contractor will obtain a transcription of the debate from an outside source. If transcription services are not available a note will be inserted in the Blues or Hansard indicating the member spoke in a language other than English, identifying the language and stating that transcription is not available].

Accuracy of Hansard text

The text must accurately report the member's remarks. Words a member speaks are to be included unless they are redundant, ungrammatical, or erroneous parliamentary form, as indicated in Standing Order 72.

Deficiencies in the Hansard text include but are not restricted to:

- reporting a word a member did not say, and the member's meaning is distorted as a result
- omitting a word a member did say, and the member's meaning is distorted as a result [Note: It is not acceptable to use the word "inaudible" to signify words that have been missed during a speech. Rather, when there is doubt, every effort must be made to determine what was said. This includes reviewing all audio tracks and, if necessary, communicating with the member.]
- spelling or typographical errors that could have been detected by spellcheck
- failure to correct the text when a member makes a grammatical error or an error in parliamentary form
- misspelled proper names
- incorrect titles of reports
- improper titling of acts and regulations

- incorrect acronyms (either the acronym alone or in full)
- use of a homophone instead of the word the member meant
- altering the style of a member's remarks (except to avoid misreading)
- failure to delete redundancies
- variations from the required format
- failure to correct manifest errors.

Accuracy of Hansard index

The index must provide a reliable reference to the content of each Hansard issue. Considerable cross-referencing must be done.

Deficiencies in the Hansard index include but are not restricted to:

- incorrect page references
- failure to index major subjects
- failure to repeat entries in the subject index under the relevant speaker's name
- misspelling
- variations from the required format
- failure to include reference to, and status of, amendments proposed to Bills and motions
- failure to index whether a bill was reported with or without amendment.

SCHEDULE "B"

CONTRACT RATES, BILLING AND PAYMENT PROCEDURES

The Owner and the Contractor shall abide by the following terms for billing and payment under the contract:

1.
 - (a) The Contractor will be paid \$_____ per one-quarter sitting hour for providing Hansard Transcription Services to the Yukon Legislative Assembly. This amount, expressed on a per sitting hour basis, is \$_____.
 - (b) The Contractor will be paid \$ _____ per one-quarter sitting hour (one hour - Question Period) for providing subtitling (captioning) services for the Yukon Legislative Assembly.
2. At the close of the sitting day the Yukon Legislative Assembly will, on occasion, sit a short time past the normal hour of adjournment (usually to receive the report of the Committee of the Whole and then to adjourn). In recognition of the fact that the Yukon Legislative Assembly will often adjourn prior to the normal hour of adjournment and that recesses are taken when the Yukon Legislative Assembly sits in Committee of the Whole, no payment will be made for the first five minutes of any quarter hour of extended time.

The rules respecting payments to be made in the event of the Yukon Legislative Assembly sitting beyond the normal hour of adjournment (5:30 p.m.) are as follows:

(a) **First quarter hour of extended time**

As stated, no fee will be paid for any extended time beyond the normal hour of adjournment when that time does not exceed five minutes. When the Yukon Legislative Assembly sits for an extended time greater than five minutes and less than 15 minutes, the full regular fee for one-quarter sitting hour will be paid.

(b) **Second quarter hour of extended time**

No fee will be paid for the first five minutes. If the Yukon Legislative Assembly sits for an extended time greater than five minutes and less than 15 minutes in the second quarter, the full regular fee for one-quarter sitting hour will be paid.

(c) **Third quarter hour and each subsequent quarter hour of extended time**

Again, no fee will be paid for the first five minutes for the third and subsequent quarter hour. If the Yukon Legislative Assembly sits for more than five minutes and less than 15 minutes in the third and each subsequent quarter hour, the quarterly hour fee will increase to one and one-half times the full regular fee for one-quarter sitting hour and becomes payable from the time when the third and subsequent quarter hour began. This overtime quarter hour fee is payable for any period of sitting between five and 15 minutes in the third and subsequent quarter hour of extended time.

3. The Contractor is guaranteed a minimum of 187 sitting hours during each fiscal year of the Contract based on the rate applicable for the Provision of Hansard Services to the Yukon Legislative Assembly. The amount to be paid for this minimum of 187 sitting hours is calculated by multiplying 187 sitting hours by the sitting hourly rate

set out in Clause 1(a) above. The amount established by this calculation results in the "base price" which is referred to in Clause 6 below.

4. The Contractor is guaranteed a minimum of four sitting hours on each sitting day that the Yukon Legislative Assembly sits.
5. The Contractor will submit monthly invoices which will show any amounts due the Contractor on per hour or quarterly hour basis for providing Services. The invoices will be emailed to the Director, Administration, Finance & Systems.
6. The Owner will agree to pay the Contractor on a monthly instalment basis by dividing the base price into equal monthly payments during each year of the Contract.
7. Subject to verification by Owner that all terms and conditions on the part of the Contractor have been complied with, payment of the Contractor's invoice will be due upon receipt of invoice and made not later than 30 days after receipt thereof. As GST does not apply to this Contract, the Contractor's invoice is to show the amount claimed excluding GST.
8. Payment by Owner to the Contractor is subject to Section 24(2) of the Yukon *Financial Administration Act*, as follows:

"It is a term of every contract that money that becomes due under the contract is not payable unless a provision of this or another Act authorizes the payment to be made in the fiscal year when the payment falls due."
9. The Owner shall give reasons to the Contractor if less than the entire amount claimed by the Contractor is certified as payable.
10. If the Owner fails to make payment to the Contractor within 30 days from the date of the satisfactory receipt of an invoice, interest will be paid at the current prime rate of the Bank of Canada on such unpaid accounts provided such accounts are greater than \$100.00. Such interest will be calculated and added to any unpaid amounts monthly.

PROPOSAL FORM "A"

**PROPOSAL NAME: PROVISION OF HANSARD SERVICES
TO THE YUKON LEGISLATIVE ASSEMBLY**

This document must be enclosed in an envelope, or packaged appropriately because of bulk, and labelled with the information requested in Part B: Instructions to Proponents.

The main focus of this requirement is to provide an indication of experience the proponent has in similar contracts.

a) Describe any similar contract(s) and provide references (1-year minimal experience required per contract and a 5-year minimal accumulative experience).

| Similar Contracts Completed | References | Contract Term Start Date/End Date | | Reference Phone # |
|------------------------------------|-------------------|--|--|--------------------------|
| | | | | |
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b) The proponent must submit the required experience and knowledge by completing Proposal Form "A" or by including the information in the Proponent's tender.

PROPOSAL FORM "B"

PROPOSAL NAME: PROVISION OF HANSARD SERVICES
TO THE YUKON LEGISLATIVE ASSEMBLY

This document must be submitted in an envelope, or package appropriately because of bulk, and labelled with the information requested in Part B: Instructions to Proponents.

Proposal Form "B" will consist of completing this form or a covering letter (preferably on the proponent's letterhead) signed by an authorized signatory.

1. I/We hereby submit a Proposal for the Provision of Hansard Services to the Yukon Legislative Assembly in accordance with this RFP.
2. I/We have carefully examined the specifications together with all other factors affecting the work and hereby propose to furnish the services in the manner called for in this RFP.
3. In the event of our Proposal being accepted, I/We agree to enter into a contract with the Owner on the Hansard contract provided.

PROPONENT'S FULL BUSINESS NAME: _____

PROPONENT'S FULL BUSINESS ADDRESS: _____

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

Sole Proprietorship: Sole Proprietor to sign where indicated. Insert the words "Sole Proprietor" under Title(s).

Partnership: Partner(s) to 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, designating beside 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.

Executed by or on behalf of the Proponent this _____ day of _____, 2022.

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

PRINTED NAME: _____

SIGNATURE(S): _____ TITLE: _____

PRINTED NAME: _____

PROPOSAL FORM "C"
PROPOSAL NAME: PROVISION OF HANSARD SERVICES
TO THE YUKON LEGISLATIVE ASSEMBLY

This document must be submitted in a properly identified separate sealed envelope (Price Envelope) and labelled with the information requested in Part B: Instructions to Proponents (Price).

1. I/We hereby submit a Proposal for the Provision of Hansard Services to the Yukon Legislative Assembly in accordance with this RFP.
2. I/We have carefully examined the specifications together with all other factors affecting the work and hereby propose to furnish the services in the manner called for in this RFP.

COST PER QUARTER SITTING HOUR IN FIGURES: To provide Hansard Transcription Services

COST PER QUARTER SITTING HOUR IN FIGURES: To provide Subtitling (Captioning) Services for the Video Recording of the Proceedings of the Legislative Assembly (consists of one hour which includes the full Question Period)

3. In the event of our Proposal being accepted, I/We agree to enter into a Contract with the Owner, which will form part of this Proposal. In the event of a conflict between terms and conditions of this RFP and the Owner's Contract, the terms and conditions of this RFP will prevail.

4. **Addenda**

I/We acknowledge receipt of, and have taken into consideration the following

Addenda issued during this Request for Proposal:

_____ # _____ # _____ # _____.

5. **Proposal Closing Date**

Before 4:00:00 p.m. Local Time, Thursday, July 21, 2022

6. In consideration of being permitted to tender, I/We agree that this Proposal is irrevocable and open to acceptance by the Owner at any time within thirty (30) days after opening of the Proposal, whether any one Proposal has been accepted or not.

7. I/We represent and warrant that the Proponent has full power and authority to enter into, perform and execute the Contract, and each person signing this Proposal form on behalf of a Proponent is properly authorized to do so. I/We agree to be bound by statements and representations made in this response.

8. The Owner need not necessarily accept the lowest, highest ranked, or any proposal and reserves the right to reject or accept any proposal without further explanations.

PROPONENT'S FULL BUSINESS NAME: _____

DOING BUSINESS AS (if different from above): _____

PROPONENT'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 where indicated. Insert the words "Sole Proprietor" under Title(s).

Partnership: Partner(s) to 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, designating beside 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.

Executed by or on behalf of the Proponent this _____ day of _____, 2022.

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

PRINTED NAME: _____

SIGNATURE(S): _____ TITLE: _____

PRINTED NAME: _____