

REQUEST FOR BIDS (RFB)

Title:

**VIDEO RECORDING PROCEEDINGS OF THE
YUKON LEGISLATIVE ASSEMBLY**

Issued by:

YUKON LEGISLATIVE ASSEMBLY

Summary:

The Yukon Legislative Assembly is contracting for video recording of the proceedings of the Yukon Legislative Assembly for each sitting day from November 1, 2022 to December 31, 2024.

Yukon Legislative Assembly
July 22, 2022

TABLE OF CONTENTS

VIDEO RECORDING OF THE PROCEEDINGS OF THE YUKON LEGISLATIVE ASSEMBLY

- Part A Definitions and Interpretation
- Part B Instructions to Bidder
- Part C Submission Process and Content
- Part D Evaluation and Selection
- Part E Supplementary Instructions to Bidders
- Part F Contract, Specifications, and Other Documents
- Part G Bid Form

Appendixes

- Appendix 1 - Sample Contract
- Appendix 2 - Schedules to the Contract
- Appendix 3 - Sample Tender Envelope

PART A: DEFINITIONS AND INTERPRETATION

1.0 Definitions

1. For the purposes of this Tender:
 1. **“Bid”** means a bid submitted by a Bidder in response to and in accordance with the terms of this Tender;
 2. **“Bid Form”** means the form upon which a Bid is submitted as described under this Tender, which forms part of the Bid and may contain multiple pages;
 3. **“Bidder”** means an individual, partnership, corporation, or other valid legal entity recognized under this Tender that submits a Bid to perform the Work;
 4. **“Business Day(s)”** means a day that is not a Saturday, a Sunday, or a statutory holiday in the Yukon;
 5. **“Closing Location”** means the specified location for the submission of Bids as described under Part B: Instructions to Bidders and the terms identified in this Tender;
 6. **“Closing Time”** means the date and time Bids must be duly received by the Owner in accordance with Closing Time as described in Part B: Instructions to Bidders and the terms identified in this Tender;
 7. **“Contract”** means the contract which may be awarded by the Owner under this Tender for the performance of the Work, and includes Part F: Contract, Specifications, and Other Documents including: general terms and conditions, schedules, appendixes, and any supplementary or project specific terms and conditions in accordance with the terms of this Tender;
 8. **“Editing” or “Un-Edited” or “Non-Edited”** means editing or unedited recording of the proceedings as identified in this Tender;
 9. **“Hansard”** mean the Hansard contractor as identified in this Tender;
 10. **“Owner”** means the Yukon Legislative Assembly or a duly authorized representative of the Yukon Legislative Assembly;
 11. **“Specifications” or “Scope of Work”** means the work, services, standards, requirements, and plans as described under Part F: Contract, Specifications, and Other Documents including: general terms and conditions, schedules, appendixes, and any supplementary or project specific terms and conditions identified in this Tender;
 12. **“Tender” or “RFB”** means this tender, and any addenda issued in accordance with the terms of this Tender;
 13. **“Tributes”** means a Tribute given during the Business of the Assembly; and
 14. **“Work”** means everything done or to be performed by or a through the selected Bidder/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 as identified in this Tender.

2.0 Interpretation

1. In this Tender:
 1. The words shall have a plural, feminine or neutral meaning where the context so requires.
 2. No term of this Tender will be construed against or interpreted to the disadvantage of the Owner because the Owner has drafted the provision.
 3. Throughout this Tender, terminology is used that clearly identifies the relative importance of each of the Owner’s requirements. Bidders must understand the

meaning of each term as described below and take the meaning of each term into account in responding to this Tender:

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 Bid, and failure to comply or follow the recommendation may, at the Owner’s discretion, result in the rejection of a Bid;
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 Tender, whether using words such as: “in its discretion”, "at its discretion", or "at the discretion of the Owner", such discretion shall be interpreted in preference to the Owner and deemed for any and all purposes to be exercisable by the Owner at the Owner's sole discretion taking into account solely what the Owner subjectively considers to be in the interests of the Owner, all without consideration of the interests of any Bidders or any other person; and
5. where a term states it is "notwithstanding", “despite,” or "regardless of" any other term in this Tender, the term shall take precedence and govern over all other provisions of this Tender that are inconsistent or conflict with the term.

PART B: INSTRUCTIONS TO BIDDERS

IMPORTANT: Bidders must carefully read and follow the instructions set out in this Tender, including all addenda, attached documents and materials, as any variation from them may result in the rejection of a Bid. If a Bidder has any questions or concerns regarding this Tender, they should submit written questions in accordance with the terms of this Tender. By submitting a Bid, Bidders acknowledge and agree that they bear the full risk and responsibility for the rejection of their Bid if they fail to follow the instructions or requirements of this Tender, fail to ask questions, or seek clarification from the Owner on any instructions, requirements, or matters related to this Tender, or fail to provide any information requested in this Tender.

Bids must be submitted on the Bid Form provided with this document, enclosed, and sealed in an envelope, 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 2071-2 nd Avenue – YG Main Administration Building (lower level) Whitehorse, Yukon Phone: (867) 667-5618

1.0 Closing Time

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

Bid Close Date: Wednesday, August 31, 2022

Bid 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.

Delivery of Bids prior to the Closing Time is the sole responsibility of Bidders. Bids received after the Closing Time will not be considered regardless of the reason for their late delivery.

2. The Yukon Legislative Assembly clock is deemed to be conclusively correct as to the date and time of receipt of Bids. A Bid 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 Bidder wishes to verify that their Bid has been received prior to the Bid closing time the Bidder will call the Project Manager. The Bidder must identify their business name before this information will be released. No other information concerning the Bid will be released under any circumstances prior to the Bid opening.
3. Questions regarding the submission of a Bids may be directed to the Project Manager, Helen Fitzsimmons, Director, Administration, Finance & Systems at (867) 667-5618 or email helen.fitzsimmons@yukon.ca prior to the closing date and time.
4. Bids must be submitted in hard copy form. **No Bid faxed or emailed will be considered. Bids must be submitted in a sealed envelope in accordance with the requirements, procedures and terms identified in this Tender.**
5. Bidders acknowledge and agree that they bear the full risk and sole responsibility for following the requirements, procedures, and terms in this Tender in order to submit,

amend, or resubmit a Bid; asking questions or seeking clarification on any requirements, procedures, terms, or any other matters related to or arising from this Tender.

6. **To maintain the confidentiality of the PRICE, an amendment to the BID PRICE may only be submitted in a properly identified, sealed envelope, prior to the Proposal closing time, see sample Appendix 3.**
7. Due to performance and contracting concerns, the Owner will not accept Bids signed and submitted as a joint venture.

2.0 Amendments by the Bidder

1. Once a Bid has been submitted, Bidders may amend and resubmit their Bid before the Closing Time in accordance with the terms of this Tender. Amendments received after the Closing Time will not be considered regardless of the reason for their late delivery.
2. Any amendments by a Bidder to their submitted Bid must be made in accordance with the requirements, procedures, and terms of this Tender. **After an amendment is made to a Bid, Bidders must resubmit their hard copy Bid.**
3. If any amendment to a Bid is unclear, ambiguous as to its meaning or intent, or does not comply with the requirements of this Tender, then the Owner reserves the right, at its discretion to:
 1. reject the amendment and the original Bid, including any previous amendment(s) to the Bid; or
 2. where the amendment has a non-material defect, remedy the non-material defect in accordance with the terms of this Tender, and accept the amendment.
4. The Bidder 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 Bidder that the internet or any equipment is able to transmit or receive transmissions or information in an accurate, reliable, or timely manner, or that an electronic transmission or communication is received by the Owner in its entirety or within any time limit specified under this Tender. If Bidders 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 Tender before the Closing Time.

3.0 Withdrawal of Bid Prior to Closing Time

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

4.0 Addenda

1. **To receive addenda or notice of addenda on this Tender, Bidders must email helen.fitzsimons@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 this Tender, including: adding, modifying, or deleting terms or information; correcting errors, discrepancies, or omissions in this Tender; or clarifying the meaning or intent of any provision therein. All addenda are deemed to be incorporated into this Tender or subsequent Contract. The Owner will determine the form and content of any addenda. Written addenda are the only means of amending or clarifying this Tender, and no other form of communication whether written or oral, will in any way be included in or amend this Tender and must not be relied upon by Bidders.
3. If the Owner issues addenda within three (3) Business Days of the Closing Time, then the Owner will extend the Closing Time.

4. If a Bid has been submitted and a subsequent addendum has been issued, then such Bid will be deemed incomplete and automatically withdrawn and Bidders are solely responsible for resubmitting their Bid in accordance with the terms of this Tender prior to the Closing Time.
5. Bidders are solely responsible for checking and ensuring that they have received all addenda and incorporated such addenda into their Bid.

5.0 Responsibility for Bid Costs

1. Bidders are solely responsible for any and all costs or expenses related to preparing, presenting, and delivery of their Bids, including: obtaining and providing any documentation, certifications, or materials; attending any information meetings or site visits, or reviewing, responding to, or incorporating any addenda.

6.0 Irrevocability Period

1. Bidders acknowledge and agree that their Bid 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 the sixty (60) calendar days 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 Bidders. Failure by the Bidder to receive such notice will not alter or affect the extension of the irrevocability period, and Bidders are solely responsible for ensuring that their Bids are open to acceptance for the additional thirty (30) calendar days irrevocability period. If, after the irrevocability period of this Tender or any extension thereof, the Bidder has not revoked its Bid in writing, the Owner may accept the Bid.

7.0 Opening of Bids

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

8.0 Right to Cancel Tender

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

9.0 Right to Reject Bid

1. Failure to comply with any instructions or terms contained in this Tender may be deemed sufficient cause by the Owner for the rejection of a Bid. Any items omitted from, or any terms, conditions, assumptions, or qualifications added to the Bid may cause the Bid to be rejected or affect the evaluation of the Bid. Any Bid submitted on form other than those provided or in a form or through a system not explicitly authorized under this Tender may also be rejected. No escalation clauses will be accepted, unless explicitly authorized under this Tender.

2. The Owner need not necessarily accept the lowest price, highest ranked, or any Bid. Without limiting the generality of the foregoing, the Owner reserves the right, at its discretion, to reject a Bid and has no duty or obligation in any way to accept a Bid, award, or execute a Contract if:
 1. the Bid is not submitted in the required form or in accordance with the terms of this Tender, is non-legible, or has significant errors or omissions of requested information;
 2. the Bidder fails to submit or complete the Bid Form, or misrepresents or fails to properly identify or describe a subcontractor or the Bidder's own forces in the Bid Form;
 3. the Bid is not submitted or signed by a duly authorized person representing the Bidder;
 4. the Bid includes additional terms, conditions, assumptions, qualifications, or changes;
 5. the amounts in the Bid are unbalanced, including pricing that is too low or too high (in whole or in part);
 6. the Bid is in excess of the Owner's available funds or budget for the Work, materially in excess of the price received for similar work in the past, or the Bid is too low and is 25% or more, lower than the Owner's estimated budget for the Work;
 7. there is evidence, that the Bidder would be unable to properly perform or carry out the Work, Contract, or contents of its Bid, including: lack of experience, qualifications, equipment, materials, or resources to satisfactorily perform the Contract or Work; ability to perform the Contract or Work or satisfactorily meet the schedule for the Work;
 8. there is evidence that the Bidder, its officers, employees, subcontractors, consultants, agents, or other members of the Bidder's team have been involved in fraud, bribery, misrepresentation, illegal or criminal activity;
 9. the Bidder fails to follow or comply with any instructions or terms of this Tender; or
 10. 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 Bid or not executing a Contract with a Bidder.

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

3. Bids that include any special conditions, assumptions, additional terms or contract clauses, disclaimers, qualifications, additional pricing or work, math errors or ambiguous pricing, or any other changes to the Work, Contract, or Tender (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. Bidders are cautioned to review their Bids for any Counter Terms and assume the full risk and responsibility for rejection or disqualification of their Bid if they include such Counter Terms in or with their Bid.

10.0 Acceptance of Minor or Non-Material Defects

1. Despite any other term under this Tender, if there is a non-material defect or minor irregularity in a Bid or in a Bidder's compliance with any requirement or instruction of this Tender, then the Owner reserves the right, at its discretion, to waive the minor defect or minor irregularity, and accept the Bid.
2. The Owner reserves the right, at its discretion, to request written clarification from a Bidder or third party, in a form and with content acceptable to the Owner, on any non-material defect or minor irregularity related to a Bid. If, at the discretion of the Owner, the Bidder or third party fails to provide a response within the timeframe specified by the Owner or fails to provide a written response that sufficiently and properly clarifies its Bid, then this will be deemed sufficient grounds by the Owner to reject a Bid.

3. For greater certainty, the Owner's right to waive or clarify non-material defects or minor irregularities in a Bid does not entitle a Bidder with an opportunity to substantially change or repair its Bid, and Bidders remain solely responsible for following the terms or requirements of this Tender, and bear the full risk and responsibility if they fail to follow the terms or requirements of this Tender or fail to ask questions or seek clarification from the Owner on any terms, requirement, or matter related to this Tender.
4. The determination of whether or not to disqualify any Bid; waive any non-material defect or minor irregularity; whether or not to require or request clarification, and the adequacy and acceptability of any clarification submitted by a Bidder shall be made at discretion of the Owner, and the Owner does not have a duty or obligation in any way to exercise its right to waive non-material defects or minor irregularities, or request clarification. The Owner shall not be bound by industry custom or the Owner's prior practice, in the exercise of its right to waive any non-material defect or minor irregularity, or request or require clarification.

11.0 Pre-Award Process and Bid Review Meeting

1. After the Owner has evaluated the Bids, it may discuss the Work and the Bid with the selected Bidder at a review meeting. The Owner will advise the selected Bidder of the date and time for such a meeting. The selected Bidder 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.

12.0 Award and Execution of Contract

1. Subject to section 12.2, should the Owner, at its discretion, decide to award and execute a Contract, it will provide written notice to the selected Bidder. The Owner will, at its discretion, determine the date of execution of the Contract within the irrevocability period stated in this Tender or any extension thereof, and the Bidder 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 Bidder must promptly provide to the Owner within the timeframe specified by the Owner and in a form and with content acceptable to the Owner:
 1. **Letter of Compliance from the Yukon Workers' Compensation Board**, including the Bidder'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 stipulated in the Contract to be provided within five (5) Business Days from notice of award;
 3. **List of Equipment** to be used in the performance of the Work or any equipment required or stated in the Contract or this Tender;
 4. **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;
 5. **Valid Municipal Business License**;
 6. **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 Bidder with an opportunity to substantially change or repair its Bid.

Bidders must be fully prepared and ready to promptly provide the information or materials above upon request by the Owner. If the selected Bidder fails to provide the information or material above 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 Bidder who meets the terms of this Tender or cancel this Tender.

3. If the selected Bidder is incapable of performing the Contract or fails or refuses to promptly enter into the Contract in accordance with this Tender, then the Owner reserves the right, at its discretion, to: award and execute the Contract with the next highest ranked Bidder who meets the terms of this Tender or cancel this Tender.
4. Bidders acknowledge and agree that if the Owner accepts a Bid and executes a Contract with the selected Bidder, the Contract, Specifications, and any applicable addenda, documents and materials included with or attached to the Contract 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 Bid in the Contract, which the Bidder shall be bound by as part of the Contract.

13.0 Acceptance of Terms

1. By submitting a Bid, Bidders fully acknowledge and agree to enter into a Contract on the terms and conditions set out under this Tender 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 Tender or in law, if the selected Bidder 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 Bidder who meets the terms of this Tender or cancel this Tender.

14.0 Discretion to Make Minor Changes to Contract Terms

1. After final evaluation of Bids, the Owner may, at its discretion, make minor changes or corrections to the terms and conditions of the Contract with the selected Bidder without invalidating this Tender or the 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 Bids or provide a substantially unfair advantage with respect to other Bidders. 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 Bidder with an opportunity to substantially change or repair its Bid.

15.0 Dispute Resolution and Exclusion of Liability

1. Each Bidder, by submitting a Bid, irrevocably agrees that:
 1. if the Bidder has any dispute related to or arising from this Tender process, these Instructions to Bidders, or any of this Tender document, then the Bidder will make good faith efforts to attend a debrief with the Owner and resolve the dispute by amicable discussions with the Owner, and the Bidder shall provide frank, candid and timely disclosure of all relevant facts, information and documents relating to the dispute to the Owner.
2. Despite any other terms under this Tender, each Bidder by submitting a Bid, 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 Tender, including:

1. any actual or alleged breach of any common law duties or any other duty or obligation including: breach of the duty of good faith, duty of fairness, or any other “Contract A”- based tendering or common law duties or obligations (express or implied) on the part of the Owner at any stage of the procurement process or Tender, including: the receipt, acceptance, rejection, evaluation of Bids, or award of the Contract;
2. any errors or omissions in the evaluation of Bids;
3. any breach of the Owner’s policies or directives or any breach of a statutory or other duty;
4. any failure by the Owner to award or execute a Contract or cancellation of this Tender regardless of the reason or re-procurement of the Work on the same terms or other terms;
5. acceptance by the Owner of a non-compliant Bid or rejecting a compliant Bid;
6. access to or use of the content, veracity, accuracy, availability, suitability, reliability, usability, functionality, compliance, completeness or timeliness of Bids or any failure to receive or transmit a Bid or any part of a Bid electronically in an accurate, sufficient, or timely manner;
7. any failure to investigate, verify or clarify the contents or commitments contained in a Bid, including: the ability of a Bidder to perform any Work, or comply with any representations or commitments made in relation to any Bid;
8. negligence, misrepresentation (negligent or otherwise), or any other tort;
9. any breach or fundamental breach of express or implied duties or terms of this Tender or breach of Contract; or
10. any decisions, acts, omissions, or errors by the Owner related to or arising from this procurement process, Tender, or the formation and execution of the Contract.

Section 15.2 shall survive the Closing Time, expiry, or cancellation of this Tender.

3. If section 15.2 is inapplicable, unconscionable, contrary to policy, substantially incontestable, or otherwise unenforceable or invalid for any reason, in whole or in part, or where the Bidder is otherwise entitled to a remedy or compensation at common law (including for breach of the duty of good faith) or otherwise for any reason in relation to this procurement process or Tender, the Bidder acknowledges and agrees that 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 Tender, either individually or cumulatively, will not exceed the lesser of: the Bidder’s reasonable and direct costs of preparing its Bid or \$5,000.00, and in no way or for any reason shall the Owner be liable to the Bidder for an amount greater than this amount. Multiple claims will not enlarge this limit. Section 15.3 shall survive the Closing Time, expiry, or cancellation of this Tender.

16.0 Assumption of Risks

1. By submitting a Bid, the Bidder represents and warrants that the Bidder is satisfied as to the practicality of executing the Work in accordance with the terms of 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 Bid, 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 in this Tender; 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 Tender or any addenda. Any quantities shown or data contained or provided under this Tender or provided by way of addenda are estimates only and are for the sole purpose of indicating to Bidders the general scale and scope of the Work. It is the Bidder's responsibility to obtain all the information necessary to prepare a Bid in response to this Tender. The Owner also makes no guarantee in any way as to the value or volume of Work to be assigned to the selected Bidder under the Contract.

17.0 Conflict of Interest and Prohibited Activities

1. The Owner reserves the right, at its discretion, to reject or disqualify a Bidder without award or compensation to the Bidder, if the Bidder has a conflict of interest related to or arising from this Tender, including where the Bidder assists in the preparation and planning of this Tender, or obtains any material information not disclosed to other Bidders related to or arising from such planning or preparation.
2. The Owner also reserves the right, at its discretion, to reject or disqualify a Bidder without award or compensation to the Bidder, if the Bidder has engaged in any of the following conduct or activities:
 1. engages in any illegal activities, including: bid-rigging, price-fixing, bribery, fraud, coercion, or collusion;
 2. 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 Bid to the Bidder's advantage or favor, or makes any misrepresentation or provides misleading or inaccurate information; or
 3. engages in any unethical conduct or conduct which substantially and adversely affects the fairness or integrity of the procurement process (collectively, the "Prohibited Activities").
3. By submitting a Bid, each Bidder represents and warrants that they do not have a conflict of interest and have not engaged in any Prohibited Activities.
4. Each Bidder and member of the Bidder's team is solely responsible for promptly and fully disclosing to the Owner any conflict of interest or Prohibited Activities.
5. A potential Bidder or a prospective team member or advisor of a Bidder who has any concerns regarding whether the Bidder or a current or prospective employee, advisor or team member of the Bidder 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 ten (10) Business Days prior to the Closing Time. Such request must include the following information:
 1. names and contact information of the Bidder 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.

6. 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.
7. The Owner or the third party adjudicator, 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 Bidder or any other person.
8. 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 Bidder 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.
9. 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 Bidders or current or prospective employee, advisor, or team member of a Bidder.

18.0 Information Meeting

1. The Owner may, at its discretion, conduct one or more information meetings prior to the Closing Time to provide Bidders with an opportunity to clarify and confirm the requirements of this Tender 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 Tender or via addendum. **Attendance at an information meeting is not mandatory.** Bidders who do not attend the 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.

19.0 Site Visit

1. The Owner may, at its discretion, conduct one or more site visits prior to the Closing Time to provide Bidders with an opportunity to clarify and confirm the requirements of this Tender 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 Tender or via addendum. **Attendance at a site visit is not mandatory.** Bidders who do not attend the 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: Bidders are solely responsible for ensuring that the form, content, and submission of their Bid is complete and in accordance with this Tender. Failure to comply with, omit, or vary the form, content, or submission of the Bid as outlined in this Tender may result in the rejection of a Bid. Bidders acknowledge and agree that they bear the full risk and responsibility for the rejection of their Bid if they fail to follow the instructions or requirements of this Tender or fail to ask questions or seek clarification from the Owner on any instructions, requirement, or matter related to this Tender.

1.0 Forms and Contents of Bid

1. Bidders shall include the following as part of their Bid:
 1. **BID FORM:** Bidders shall use the Bid Form, identified in Part G, which is provided in this Tender and authorized by the Owner. The Bid Form may contain multiple pages; and
 2. any other form, information, documents, or materials explicitly required under this Tender.
2. Please read and fill out the Bid Form carefully, as any failure to complete or submit the latest Bid Form provided in their entirety may result in the rejection of a Bid.
3. Other than inserting information where explicitly requested, Bidders are advised to not alter or change the Bid Form (in whole or in part), which may result in the rejection of their Bid.
4. To avoid uncertainty and potential rejection of a Bid, please do NOT leave mandatory pricing fields blank when filling out pricing information on the Bid Form. Bidders acknowledge and agree that they bear the full risk and responsibility for the rejection of their Bid if they: leave mandatory pricing blank or fail to ask questions or seek clarification from the Owner on any instructions, requirement, or matter related to this Tender.
5. Bidders should not include the Goods and Services Tax or Harmonized Sales Tax (GST/HST) in the pricing of their Bids. 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).
6. In order to maintain the confidentiality of a Bid, **Bidders shall not disclose the original total prices OR actual total amended prices of the Bid to the Owner prior to the Closing Time. Disclosure of the total pricing of the Bid prior to the Closing Time may result in rejection of a Bid.**

2.0 Authority to Submit Bid

1. The Bid Form 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 Bidder is an individual or sole proprietor carrying on business in their own name, signed by the Bidder in its personal capacity;
 2. if the Bidder is a registered partnership, signed by a duly authorized partner who has authority to sign for and bind the partnership; or
 3. if the Bidder is a corporation, signed by a duly authorized officer of the corporation.
2. If the Bidder 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 Bidder must be an entity capable, as a matter of law, of entering into and being bound by a Contract with the Owner. Bidders 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 Bid, at the discretion of the Owner.
4. **Bidders bear the full risk and responsibility for the rejection of their Bid if they: submit a Bid in the name of more than one legal entity in their Bid Form; fail to properly name a legal entity or ensure that the entity named on the Bid Form 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 Bid where the named Bidder is not a valid legal entity, the Bid includes more than one legal entity as the named Bidder, or the Bidder fails to follow the instructions in this Tender.

PART D: EVALUATION AND SELECTION

1.0 Overview of Evaluation

1. Bids will be evaluated based upon the following criteria:
 1. Price;
 2. Mandatory requirements; and
 3. Any supplementary evaluation criteria explicitly stated in this Tender and Bid Form.
2. The Owner reserves the right, at its discretion, to: reject a Bid, exclude a Bidder from a Contract, score a Bidder a zero for any evaluation criteria, or adjust the evaluation scoring of a Bidder if the Bid or Bidder's submission contains any errors, omissions, misrepresentations or any other inaccurate, misleading, false, or incomplete information, or otherwise fails to comply with any instruction or requirement under this Tender.
3. The Bid that meets the mandatory requirements and with the total lowest prices and meets any applicable supplementary evaluation criteria will be the highest ranked Bid and may be chosen or selected for award and execution of the Contract subject to the terms of this Tender.
4. The Owner reserves the right, at its discretion, to investigate or request verification or clarification from a Bidder with respect to the contents of its Bid, without being obligated to seek verification or clarification from any or all other Bidders. Such further verification or clarification may include: details of qualifications or certifications of any personnel, current legal entity status, verification or clarification, financial capability, business practices, references for previous work or services, details respecting labour, supplies or equipment, or the ability of the Bidder to perform the Work, meet the requirements of the Contract, or fulfill any commitments or statements under their Bid. The Bidder agrees to permit and fully cooperate with the Owner in seeking verification or clarification respecting the contents of their Bid.
5. The Owner may, at its discretion, accept a Bid without any investigation, verification, or clarification, and there is no duty or obligation on the Owner in any way to exercise its sole right to request or seek verification or clarification from any Bidder, and such right does not entitle any Bidder with a right or opportunity to substantially change, fix or repair its Bid; or to investigate the Bid or another Bidder. 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 Bidder. The Owner is under no duty or obligation in any way to Bidders to perform any investigations on the contents of a Bid or to otherwise verify or clarify any statements or representations made in a Bid.
6. If two or more Bids, after meeting the mandatory requirements, are tied in the fee per sitting hour, then the Owner may, at its discretion, select from among those Bidders, the Bidder who, at the discretion of the Owner, can perform the Work in the best interests of the Owner.
7. If all the Bids submitted in this Tender 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 Tender, re-procure the Work on the same or different terms and conditions regardless of whether prices of the Bid have been made public or not, or take such other action as the Owner deems fit.

PART E: SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. Direct all questions on the Work on this contract to the Project Manager at:
Helen Fitzsimmons, Director, Administration, Finance & Systems
2071-2nd Avenue – YG Main Administration Building (lower level)
Whitehorse, Yukon Y1A 1B2 Telephone: (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 Tender should be communication to the Project Manager no less than seven (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 bid prices must be submitted in Canadian Currency.
4. Once the mandatory requirements are meet, contract award, if any, will be based on the lowest bid price per sitting hour of the video recording of the proceedings of the Yukon Legislative Assembly.
5. In the event that this document contains attachments or appendixes in an electronic format the Owner is not responsible for the accuracy, completeness, utility, compatibility, or usability of such electronic materials.
6. **All travel costs and disbursements** are the responsibility of the Bidder and must be included in the price proposal. Such allowances must be included in the proposal price so that the total costs of all Bidders can be evaluation equally and fairly.
7. The schedule of events shall be as follows:
 - **Advertise Proposal** **Friday, July 29, 2022**
 - **Proposal closing date** **Wednesday, August 31, 2022**
 - **Tentative award date** **Friday, September 2, 2022**A prospective Bidders' information meeting and site visit is scheduled for Wednesday, August 15, 2022, at 3:00 p.m. at the Yukon Legislative Assembly located at 2071-2nd Avenue, Whitehorse, Yukon. **Attendance at this meeting is not mandatory.**
Bidders wishing to attend a Bidders' information meeting and site visit MUST advise the Project Manager at 867-667-5618 or email helen.fitzsimmons@yukon.ca by Wednesday, August 10, 2022, by 3:00 p.m.
8. **Mandatory requirements Bidders must have:**
 - a minimum of two years' experience managing a contract of a similar nature;
 - a minimum of two years' experience editing recordings including adding graphic content and uploading video using Open Broadcaster or a similar system;
 - experience using a device that encodes video directly into a H-264 format (unedited version);
 - experience working with a two camera switching system;
 - ability to incorporate Zoom or other similar platforms; and
 - equipment necessary to provide the services identified in this Tender.Bidder may be asked to provide proof of compliance with these mandatory requirements and must, within 5 days of a written request from the Owner, provide contact information from at least one reference who can verify compliance with each of these requirements. Should the Owner be unable to contact reference(s) or be unable to verify compliance with the mandatory requirements within five (5) business days, the Owner may deem the Bidder non-compliant, and reject the Bid.

PART F: CONTRACT, SPECIFICATIONS, AND OTHER DOCUMENTS

1. Description, Scope of Work, and Deliverables

The services to be provided by the Contractor are as follows: the Contractor will be given two weeks' notice prior to the Legislative Assembly reconvening. Currently the Legislative Assembly reconvenes the first week in October and the first week in March however these dates could change based on the Standing Orders.

- (1) 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.

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.

- (2) The Contractor shall video record the production of the hour of the proceedings including the entire Question Period each day that the Assembly sits during the term of the Contract. The edited version must include Question Period, opening and closing graphics as identified in Appendix 1 and the Schedules to the Contract.
- (3) The Contractor shall provide, to Northwestel Cable or the distributor(s) identified by Yukon Legislative Assembly, as identified in Appendix 1 and the Schedules to the Contract.
- (4) The Contractor will hand delivery an edited USB-3 of the broadcast of the proceedings or the Yukon Legislative Assembly, as identified in Appendix 1 and the Schedules to the Contract.
- (5) The Contractor will upload an unedited version of Question Period to Open Broadcaster for CBC North and APTN News, as identified in Appendix 1 and the Schedules to the Contract.
- (6) The Contractor will upload Tribute(s) for each sitting day to Open Broadcaster, as identified in Appendix 1 and the Schedules to the Contract.
- (7) The name, electoral district and, if applicable, Ministerial portfolio or other title of the Member of the Yukon Legislative Assembly will be shown, as identified in Appendix 1 and the Schedules to the Contract.

- (8) The Television Coverage Guidelines, as established by the Members' Services Board on November 14, 1986, and as amended from time to time, shall apply to the Contractor with the exception that the Contractor has permission to set up a camera at the Bar of the House (current Television Coverage Guidelines, identified in Schedules to the Contract).
- (9) The Contractor shall provide all necessary equipment, including hardware and software, and personnel. The Contractor shall ensure that the Contractor's equipment has the capacity to be connected to and to receive a live audio feed from the Assembly's digital sound system and the ability to incorporate Zoom or other similar platforms when required.
- (10) The Contractor shall have all personnel on-site and all equipment operational prior to 12:45 p.m. each sitting day.
- (11) The Contractor and the Contractor's staff, when within the precincts of the Yukon Legislative Assembly shall adhere to all rules of the Assembly, and its directions, including those related to standards of dress and deportment.
- (12) The Contract for the services outlined will apply only to those proceedings of the Yukon Legislative Assembly, which take place within the Yukon Legislative Assembly Chamber in Whitehorse.
- (13) If any circumstances should arise that result in the Contractor failing, on a particular day, to meet the Contractor's obligations, the Contractor must provide the Yukon Legislative Assembly, in writing, with an explanation of the situation and with a proposal for action by which the Contractor might, in some alternative fashion, meet the Contractor's obligations. If the Contractor fails to meet their obligations on more than two occasions the Owner may terminate the Contract.
- (14) The Contractor shall make copies of the video recordings available to Members of the Yukon Legislative Assembly and to media organizations upon request and at such standard fees as would normally be charged by the Contractor. Requests for copies of the video recordings received from other individuals or agencies shall be fulfilled by the Contractor only upon receipt of approval from the Yukon Legislative Assembly and will be based on the fees set out in the Bid Form.
- (15) The Contractor, based on a mutual agreement between the Contractor and the Yukon Legislative Assembly, shall provide recording services in place of or in addition to those described above at the same hourly fee as is charged for the services described above.

2. Relevant Dates

The term of the contract shall be from November 1, 2022 to December 31, 2024.

3. Renewal - n/a

4. Contract Billing

The Contractor is guaranteed a minimum of 10 hours per sitting if House does not sit for the normal spring or fall sitting.

PART G: BID FORM
VIDEO RECORDING PROCEEDINGS
OF THE YUKON LEGISLATIVE ASSEMBLY

This document must be submitted in a properly identified sealed envelope.

1. I/we hereby submit a bid for the **VIDEO RECORDING PROCEEDINGS OF THE YUKON LEGISLATIVE ASSEMBLY** in accordance with these documents.
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 the specifications for:

2.1 FEE PER SITTING HOUR OF THE PROCEEDINGS OF THE YUKON LEGISLATIVE ASSEMBLY (FIGURE)

\$ _____

2.2 Price for additional copies of the unedited USB (FIGURE PER COPY)

\$ _____

2.3 Price for additional copies of edited version of the USB (FIGURE PER COPY)

\$ _____

(The contract award will be based on the lowest fee per sitting hour of the proceedings of the Yukon Legislative Assembly if the Bidder meets the mandatory requirements).

3. In the event of our bid being accepted, I/We agree to enter into a contract with the Owner, which will form part of this contract. In the event of conflict between terms and conditions of this tender document and the Contract, the terms and conditions of this Tender document prevail.
4. **Addenda**

I/we acknowledge receipt of the following addenda issued during this tender call:

#_____ #_____ #_____ #_____ #

5. The Owner need not accept the lowest, the highest ranked, or any bid and reserves the right to reject or accept any bids without further explanation or compensation.

6. In consideration of being permitted to tender, I/we agree that this bid is irrevocable and open to acceptance by the Owner at any time within thirty (30) days after this Tender Closing Date, whether any other bid has been accepted or not.
7. I/we represent and warrant that the bidder has full power and authority to enter into, perform and execute the Contract, and each person signing this Bid Form on behalf of the bidder is properly authorised to do so.
8. I/we have read these Tender Documents; understand them and intend to be bound by them.

BIDDER'S FULL BUSINESS NAME: _____

BIDDER'S FULL BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____ E-MAIL: _____

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).

Corporation: 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 be affixed to this Form by a person authorized to do so.

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

SIGNATURE(S): _____

TITLE(S): _____

PRINTED NAME(S): _____

SIGNATURE(S): _____

TITLE(S): _____

PRINTED NAME(S): _____

Page 2 of 2

CONTRACT
FOR
VIDEO RECORDING PROCEEDINGS
OF
YUKON LEGISLATIVE ASSEMBLY

DATED THE ____ day of _____, 2022.

BETWEEN:

Yukon Legislative Assembly
("Yukon")

AND:

Whitehorse, Yukon
(the "Contractor")

WHEREAS:

A. Yukon has agreed to appoint and retain the Contractor to provide certain 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) "Clerk" means the Clerk of the Yukon Legislative Assembly;
- b) "Yukon" or "Owner" means the Yukon Legislative Assembly and includes its authorized agents or representatives;
- c) "Services" means the provision of all staff, equipment, and recording media necessary to provide the required services specified in Schedule "A" and in this Tender;
- d) "Speaker" means the Speaker of the Yukon Legislative Assembly;
- e) "Director" means the Director, Administration, Finance & Systems of the Yukon Legislative Assembly.

REPRESENTATIONS AND WARRANTIES

1.01 The Contractor represents and warrants to Yukon that all information, statements, documents, and reports furnished or submitted by the Contractor to Yukon in connection with this contract are true and correct.

TERM

3.01 The term of this contract is November 1, 2022 to December 31, 2024, unless earlier terminated pursuant to this contract. The Contractor will be required to be ready to provide services by November 1, 2022.

RENEWAL

4.01 n/a

THE CONTRACTOR

5.01 The Contractor will:

a) provide, during the term of this contract, the Services set forth in Schedule "A" in a timely fashion and in a manner satisfactory to Yukon and, specifically, in accordance with the time guidelines set forth in Schedule "A" in accordance with the contract rates set forth in Schedule "B;"

b) at all times, maintain a standard of care, skill, and diligence in performance of the Services;

c) provide and maintain at all times, sufficient staff, facilities, materials, appropriate equipment, and approved sub contractual agreements in place and available to fully perform the Services;

d) supply, at its own expense, all labour, materials, equipment, and approvals necessary to provide the Services;

e) upon request of Yukon, fully inform Yukon of the work done by the Contractor in connection with the provision of the Services;

f) cooperate fully with other contractors or workers sent to the Place of the Work by Yukon;

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*, and will 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 Yukon;

j) establish and submit invoices in form and content satisfactory to Yukon;

k) on request by Yukon from time to time, provide to Yukon complete and accurate reports with respect to the provision and volume of the Services in the manner and forms specified by Yukon;

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.

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

a) video-recording proceedings of the Yukon Legislative Assembly is conducted under the authority of the Speaker of the Legislative Assembly;

b) the responsibility for administration of this contract is delegated to the Yukon Legislative Assembly with the day-to-day reporting relationship being to the Director;

c) the Yukon Legislative Assembly or, if necessary, the Speaker, have the final say in the event of disagreements respecting the Television Coverage Guidelines or the exact proceedings to be video recorded;

d) the Director of the Yukon Legislative Assembly is to be kept informed by the Contractor of any problems experienced; and

e) the Contractor, on contract award and from time to time, is required to provide to the Director:

(i) the names and titles of all staff employed in providing the Services; and

(ii) the name of the staff member responsible for day-to-day supervision.

5.03 The Contractor acknowledges that the Contractor is not guaranteed a number of sitting days of work under the contract. However, the Contractor is guaranteed a minimum of 10 hours per sitting in the case of the House not sitting for the normal spring or fall sitting.

INDEPENDENT CONTRACTOR

6.01 The Contractor will:

a) be an independent contractor and not the servant, employee, or agent of Yukon;

b) accept instructions from Yukon, with respect to the Services, provided that the Contractor will not be subject to the control of Yukon in respect to the manner in which such instructions are carried out except as specified in this Contract or identified in this Tender;

c) ensure that all personnel hired by the Contractor to provide the Services will be the employees or subcontractors of the Contractor and not of Yukon; and

d) not in any manner whatsoever commit or purport to commit Yukon to the payment of any money except pursuant to this contract.

BUSINESS LICENSE, WORKERS' COMPENSATION, INSURANCE, AND INDEMNIFICATION

7.01 The Contractor, prior to the first payment, shall have a business license appropriate for the location of the work on the contract.

7.02 The Contractor must provide a "Letter of Good Standing" from the Yukon Workers' Compensation Health & Safety Board prior to the first payment by Yukon and a "Letter of Clearance" from the Yukon Workers' Compensation Health & Safety Board prior to the last payment by Yukon.

7.03 The Contractor will:

a) fully indemnify and hold harmless Yukon, from and against any all claims, liabilities, demands, or costs (including reasonable legal costs) to the extent arising from or related to:

- errors or negligent acts or omissions by the Contractor;
- breach of this Contract, breach of any statutory or professional duty by the Contractor; or
- any injury (including death) to persons, damage to or loss of property, infringement of rights (including intellectual property rights) or any claims, liabilities, demands or costs whatsoever to the extent arising from or related to the fault or legal responsibility of the Contractor.

For greater certainty, the term “Contractor” for the purposes of this indemnity clause includes the contractor, and its officers, employees, subcontractors, agents and successors or assigns. This indemnity clause survives the expiry or termination of this Contract.

b) during the period of time the Contract is in force the Contractor will provide, maintain, and pay the following insurance with minimum policy limits as specified below, in forms and with insurers acceptable to the Yukon:

- (i) Comprehensive General Liability Insurance with a minimum liability limit of \$2,000,000 per occurrence covering bodily injuries and property damage and including the Contractor’s property, and operations; contingent liability with respect to the Contractor’s subcontractors; and contractual liability covering the Contractor’s liability under this Contract with Yukon.
- (ii) Automobile insurance in accordance with all applicable legislation covering all vehicles used in the performance of the Contract.

The policy will state that it cannot lapse, be cancelled, or be materially altered without at least 30 days' notice in writing to Yukon. Any deductible will be borne by the Contractor.

7.04 If any insurance required by this Contract is not provided, lapses, is cancelled, becomes void or is altered for any reason, Yukon 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

8.01 The Contractor is not required to provide Contract Security.

YUKON

9.01

Yukon will:

a) make available to the Contractor all information and materials considered by Yukon 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 Yukon at Yukon's request in accordance with the procedures set, being Schedule "B", Contract Rates, Billing and Payment Procedures.

9.02 Yukon may obtain the Services from other than the Contractor where, in the opinion of Yukon, there is an emergency situation caused by the Contractor failing to provide the Services.

THE MATERIAL

10.01 The video recording media used by the Contractor may be reused for:

- (i) other broadcasters, upon request, and
- (ii) individuals and agencies, upon receipt of written approval from the Director; and
- (iii) be replaced frequently enough to maintain the quality of the broadcast.

NOTICE

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

If to Yukon: Director, Administration, Finance & Systems

Yukon Legislative Assembly (A-9)

2071 Second Avenue

P.O. Box 2703, A-9

Whitehorse, Yukon Y1A 2C6

Helen.fitzsimmons@yukon.ca

If to the Contractor: _____, Whitehorse, Yukon

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

12.01 Changes to the contract will only be made on receipt of written instructions or through email from Yukon. Any resulting adjustment to the contract price will be agreed upon by Yukon and the Contractor and will represent the reasonable and proper costs incurred by or savings accruing to the Contractor.

12.02 Alternatively, where the Contractor fails to comply with the provisions of this contract, Yukon may pursue such remedies, as it deems necessary.

12.03 Subject to section 13.10 each party may terminate the contract for any reason upon giving the other party sixty (60) sitting days' written notice.

GENERAL

13.01 A reference to a statute in this Contract, whether or not that statute has been defined, means a statute of Yukon.

- 13.02 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.
- 13.03 The schedules form an integral part of this Contract.
- 13.04 This Contract constitutes the entire agreement between the parties.
- 13.05 This Contract will be binding upon Yukon and its assigns and the Contractor and its successors and permitted assignees.
- 13.06 All dollar amounts expressed in this Contract refer to lawful currency of Canada.
- 13.07 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 Yukon and will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this contract.
- 13.08 Time will be of the essence of this Contract.
- 13.09 The copyright in the material will belong exclusively to Yukon.
- 13.10 Sections 5.01(e), 5.01(k), 6.01(a), 7.01, 7.02, 7.03 and 10.01 will, notwithstanding the expiration or earlier termination of this Contract, remain and continue in full force and effect.
- 13.11 Yukon certifies to the Contractor that the Services purchased by Yukon under this contract are for the use of Yukon and are not subject to the Goods & Services Tax or the Harmonized Sales Tax (GST/HST).
- 13.12 Notwithstanding any other provision of this Contract, the payment of money by Yukon 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 Yukon, in any fiscal year or part thereof when any payment of money by Yukon 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

Clerk of the Legislative Assembly as
 Represented by the Director,
 Administration, Finance & Systems

Signature

CONTRACTOR

Business License No: -----

Signature

APPENDIX 2

**SCHEDULES TO THE CONTRACT
FOR
VIDEO RECORDING PROCEEDINGS
OF THE
YUKON LEGISLATIVE ASSEMBLY**

SCHEDULE "A"

SERVICES, FINAL PRODUCTS AND DEADLINES

Contract Period

1. The term of the Contract will be from November 1, 2022 to December 31, 2024, unless earlier terminated pursuant to the Contract. The Contractor will be required to be ready to provide services by November 1, 2022.

Contract Work

2. The services to be provided by the Contractor are as follows:
 - (1) The production of the hour of proceedings is subject to the following:
 - (a) The full Question Period is to be recorded each day.
 - (b) The rest of the hour shall include the remainder of the Daily Routine and such business as follows the conclusion of the Daily Routine.
 - (c) The opening prayer, recesses and extended conferences between the Clerk and the Speaker will be recorded but will not be included in the edited version.
 - (d) The hour may be reduced by such time as is reasonably required for opening and closing billboards but MUST contain the full Question Period.
 - (2) For further clarity, the Contractor shall record the full Question Period and at least one hour of the proceedings each day that the Assembly sits during the term of this Contract. The total length of the final edited version will be 59 minutes and 58 seconds. For example, if Question Period starts at 1:45 p.m. the Contractor would video from 1:00 p.m. until the end of Question Period.
 - (3) The video recording shall be to broadcast industry quality standards and uploaded to Open Broadcaster. The Contractor shall upload the edited version to the Yukon Legislative Assembly website by 5:00 p.m. each sitting day during the term of the Contract (1280 x 720 MPEG 4 H-264 at 5-8 Mbps master of the proceedings of the Yukon Legislative Assembly).
 - (4) The name, electoral district and, if applicable, Ministerial portfolio or other title of the Member of the Legislative Assembly who is speaking shall be shown on the edited version in the lower portion of the frame.
 - (5) The Contractor shall provide to the distributor(s) identified by the Yukon Legislative Assembly, the password, and instructions on how to upload the edited or un-edited version of the proceedings from Open Broadcaster.
 - (6) The Contractor will provide an unedited version of Question Period to CBC North and APTN News by 3:00 p.m. each sitting day. This is a separate independent recording using a device that encodes the video directly into a H-264 format. The upload should be done as soon as Question Period is over or as soon as possible to permit use by the media of the Daily Routine which includes Question Period.
 - (7) The Contractor will hand delivery an edited USB-3 of the proceedings to the Hansard Contractor by 6:00 p.m. the same sitting day. For clarity, the Hansard Contractor adds sub-titling to the video of the proceedings of the Yukon Legislative Assembly.

- (8) The Contractor shall provide, to Northwestel Cable or the distributor(s) identified by the Yukon Legislative Assembly, instructions to upload the edited version of the proceedings of the Yukon Legislative Assembly each day that the Assembly sits during the term of the Contract. The broadcast of proceedings will be at 11:00 a.m. and 6:00 p.m. Tuesday to Friday. The upload will be provided in sufficient time to enable the broadcast of proceedings at the time agreed to between the Yukon Legislative Assembly and Northwestel Cable (i.e., Mondays sitting will be broadcast on Tuesday, Tuesdays sitting will be broadcast on Wednesday, etc.). The Contractor will liaise with Northwestel Cable concerning their specifications.
- (9) Tribute(s) for each day are edited to length, graphics, and uploaded to Open Broadcaster. The Contractor shall provide to the distributor(s) identified by the Yukon Legislative Assembly, instructions to upload the Tribute(s). Graphics will include the name, electoral district and, if applicable, Ministerial portfolio or other title of the Member of the Legislative Assembly who is speaking in the lower portion of the frame.
- (10) The Television Coverage Guidelines, as established by the Members' Services Board on November 14, 1986, and as amended from time to time, shall apply to the Contractor with the exception that the Contractor has permission to set up a camera at the Bar of the House (current Television Coverage Guidelines are attached).
- (11) The Contractor shall provide all necessary equipment and personnel. The Contractor shall ensure that the Contractor's equipment has the capacity to be connected to and to receive a live audio feed from the Assembly's digital sound system and the ability to incorporate Zoom or other similar platforms, when required.
- (12) The Contractor shall have all personnel on-site and equipment operational and tested by 12:45 p.m. each sitting day.
- (13) The Contractor and the Contractor's staff, when within the precincts of the Legislative Assembly, shall adhere to all rules of the Assembly, and its directions, including those related to standards of dress and deportment.
- (14) The Contract for the Services outlined will apply only to those proceedings of the Yukon Legislative Assembly that take place within the Legislative Assembly Chamber in Whitehorse.
- (15) If any circumstances should arise that result in the Contractor failing, on a particular day, to meet the Contractor's obligations, the Contractor shall provide the Director, in writing, with an explanation of the situation and with proposals for action by which the Contractor might, in some alternative fashion, meet the Contractor's obligations.
- (16) The Contractor shall make copies of the video recordings available to media organizations upon request and at such standard fees as would normally be charged by the Contractor. Requests for copies of the video recordings not identified in this Contract shall be fulfilled by the Contractor only upon receipt of written approval from the Director.
- (17) The Contractor, based on mutual agreement between the Contractor and the Director, shall provide recording services in place of or in addition to those described above at the same hourly fee as is charged for the services described above.

ATTACHMENT TO SCHEDULE "A"
YUKON LEGISLATIVE ASSEMBLY
TELEVISION COVERAGE GUIDELINES

1. Camera crews are restricted to using the space provided in the public gallery for television coverage of the Assembly.
2. Camera crews should be as unobtrusive as possible; they should not interfere with the proceedings of the Assembly and should make every effort not to hinder the view or comfort of those people attending in the public gallery.
3. When more than one camera crew is to be present, they are expected to work with each other on a cooperative basis.
4. Additional lighting may not be installed.
5. Camera crews should make every effort to be in place prior to the opening of a sitting. Crews should also be attentive to what is taking place in the House. For example, it is not appropriate to be setting equipment up or conferring with each other when the Speaker is reading prayers or when the House is observing a moment of silence.
6. It is understood that a crew may need to depart the Chamber prior to the proceedings of the House being completed for the day. In such situations, crews should be sensitive to what is transpiring in the House and to pack up and leave at appropriate times and in as unobtrusive a manner as is possible.
7. Filming should take place only if the Member who is on his or her feet and has been recognized by the Speaker. The camera should not dramatize or editorialize in any way and, in particular, there should be no reaction shots.
8. Overall views of the Chamber are permitted so long as they do not violate the general intent of guideline #7.
9. Complaints from members regarding the televising of the proceedings in the Legislative Assembly should be raised with the Speaker.
10. Individual exceptions to these rules may be approved by agreement of the House Leaders upon receipt of written requests by the Speaker.
11. Broad reviews and the granting of broad exceptions to these rules are the responsibility of the Members' Services Board.

(Established by Members' Services Board
on November 14, 1986)

SCHEDULE "B"

CONTRACT RATES, BILLING AND PAYMENT PROCEDURES

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

1. Yukon shall pay the Contractor for services a fee of \$ _____ per sitting hour of the Legislative Assembly that the Contractor, in accordance with this Contract, has video recorded and provided the video of the proceedings to the distributor(s) as identified in the Contract. The "sitting hour" is understood to include a reasonable period of time for opening and closing billboards and field tape. When additional recording and broadcasting services take place, pursuant to this Contract, Yukon shall pay the Contractor for those services a fee of \$ _____ per sitting minute. The amount payable under this Contract is \$ _____ (based on 60 hours) plus the costs associated with any additional USB's required (\$ _____ per copy for each real time USB and \$ _____ for additional copies of the edited version USB).
2. Payment shall be made upon receipt of an invoice representing the total services provided since the beginning of the Contract or, as the case may be, from the submission of the last invoice.
3. Subject to verification by Yukon that all terms and conditions on the part of the Contractor have been complied with, payment of the Contractor's invoice will be made upon receipt of the invoice. As GST does not apply to this contract, the Contractor's invoice is to show the amount claimed excluding GST.

Payment by Yukon to the Contractor is subject to section 24(2) of the *Financial Administration Act* (Yukon), 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."

4. Yukon shall give reasons to the Contractor if less than the entire amount claimed by the Contractor is certified as payable.
5. If Yukon 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. Such interest will be calculated and added to any unpaid amounts monthly.

APPENDIX 3 – SAMPLE TENDER ENVELOPE

TENDER DO NOT OPEN

FROM: _____

NAME: _____

ADDRESS: _____

**YUKON LEGISLATIVE ASSEMBLY
LOWER-LEVEL MAIN ADMINISTRATION BUILDING
2071-2ND AVENUE
BOX 2703, A-9
WHITEHORSE, YUKON Y1A 2C6**