

REQUEST FOR PROPOSALS				
Title	Lease of 5 vehicles			
RFP#	2024-002			
Issued By	Yukon Environmental and Socio-Economic Assessment Board (YESAB) Suite 200-309 Strickland Street Whitehorse, Yukon Y1A 2J9			
Issue Date	August 2, 2023			
Tender Notice Platforms	MERX at merx.com and YESAB website: https://yesab.ca/contracts			
Bid Submission System	Email to yesab@yesab.ca referencing RFP#, Title and RFP Contact Name			
RFP Documents	RFP documents may be downloaded from the Tender Notice Platforms			
Bidders Conference	N/A.			
Bidder Questions	Questions to be submitted by email to yesab@yesab.ca referencing RFP#, Title and RFP Contact Name			
Deadline for Questions	YESAB will respond to questions received by 4:00:00 PM PST on August 24, 2023 . Responses will be published on the Tender Notice Platforms.			
Submission Deadline	Bids must be fully received by YESAB's system by 2:00:00 PM PST on August 29, 2023.			
Contract Award Date	Award anticipated in September 2023			
Term of Contract	See Part 2 (Scope of Goods)			
RFP Contact	Isabelle Fréchette, Finance and Administration Manager			



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PART 1 — RFP PROCESS

1. Introduction

The Yukon Environmental and Socio-Economic Assessment Board (YESAB) is an independent body headquartered in Whitehorse, Yukon established pursuant to the *Yukon Environmental and Socio-economic Assessment Act*, S.C. 2003 c.7. YESAB's mandate is to assess the environmental and socio-economic effects of projects in the Yukon as contemplated by the Act. For more on YESAB see yesab.ca.

YESAB intends to enter into a lease agreement with a Dealership for the supply of five leased vehicles for four years to assist YESAB in the performance of its mandate. For details on the required goods see the Scope of Goods in Part 2 – Scope of Goods and for details on the Contract, see Part 3 - Contract.

2. Definitions

In this RFP document:

Bid means a submission by supplier in response to this RFP.

Bidder means a supplier that submits a Bid.

Bidder's Workbook means the part of this RFP document called Bidder's Workbook.

Dealership means the Bidder that has executed a contract with YESAB to provide the Goods.

Contract means the lease agreement for the provision of the Goods which is referenced in Part 3 - Contract.

Goods means the vehicles to be supplied by the Dealership under the Contract.

Other capitalized terms have the meanings assigned on the cover page of this document.

3. Non-Binding RFP Process

This RFP process is non-binding. This means the process does not create contractual obligations between YESAB and the Bidders which is commonly referred to as "Contract A" under Canadian law. No contractual relationship will be formed until YESAB and the Bidder have executed a Contract for the delivery of the Goods.

YESAB is not legally obligated to award a contract to any Bidder and Bidders are not legally obligated to enter into a contract with YESAB. If a Bidder submits a Bid and then decides for any reason that they no longer want to participate in the RFP process, the Bidder may choose to withdraw their Bid at any time before contract signature.

4. Bidder Conduct During Bid Process

A Bidder's eligibility to participate in the RFP process is conditional upon maintaining minimum standards of conduct as set out in the Submission Confirmation Form located at the end of the Bidder's Workbook. Any violation of these standards by a Bidder at any time prior to execution of the final contract may lead to disqualification.

5. Bidder Questions

Bidders should submit questions, clarifications, or request for changes to this RFP to the address specified on the cover page for Bidder Questions. Questions, clarifications, or request for changes should be submitted before the Deadline for Questions specified on the cover page. Questions received after the Deadline for Questions may not be addressed.

6. Addenda

Responses to questions received by the Deadline for Questions will be provided through an addendum posted on the Tender Notice Platforms specified on the cover page. Addenda will not identify the Bidders that submitted the inquiry.

YESAB will make reasonable efforts to respond to all Bidder questions. YESAB may edit Bidder questions for clarity, exclude questions that are either unclear or inappropriate, or provide a single answer to a similar question posed by multiple Bidders.

While Addenda will be posted on the Tender Notice Platforms, YESAB assumes no obligation to separately notify Bidders when Addenda are released. Bidders are expected to check the Tender Notice Platform prior to Bid submission to ensure nothing has been missed.

7. Bid Preparation

7.1 General Requirements

To be considered, Bids must meet all mandatory requirements specified in the Bidder's Workbook, be prepared using the forms and instructions in the Bidder's Workbook and must be written in English. Any material change to the forms or failure to follow the instructions may lead to disqualification from the process without prior notice to the Bidder.

7.2 No Counterproposals, Conflicts, Qualifiers or Assumptions

Bidders should not make or state any assumptions when preparing their Bid. Bidders also should not add language in their Bid that either conflicts with YESAB's requirements, qualifies the Bid or makes the Bid conditional as this may compromise YESAB's ability to evaluate the Bid. The question period is intended to provide Bidders a full opportunity to clarify questions or obtain changes to the RFP prior to Bid submission. Failure to use the question period is at Bidder's risk.

If assumptions, counterproposals, conditions, or qualifications appear in a Bid, YESAB may either (a) disqualify the Bid without prior notice to Bidder; or (b) require that the foregoing be removed from the Bid without any change to pricing before the Bid can be considered further or any contract finalized. Such provisions will not form part of any final contract.

8. Bid Packaging and Submission Instructions

Bid packaging instructions are set out in the Submission Confirmation Form in the Bidder's Workbook.

Bidders must submit their Bids through the Bid Submission System identified on the cover page. Delivery by another means or to any other location will result in Bid rejection.

Bidders are solely responsible for making sure their Bid is fully received by the YESAB email system by the Submission Deadline. Delays caused by technical issues, such as internet connectivity issues or file sizes being too large, do not excuse a late Bid, even if the delay was due to causes beyond the Bidder's control. Bidders should allow sufficient time to account for potential problems when scheduling their Bid submission and a failure to do so is at Bidder's risk.

9. Bid Review and Rectification

All Bids received on time will be checked for completeness and for compliance with the essential requirements including: (a) all mandatory Bid documents are included; and (b) the Bid was prepared using the Bid submission forms and in accordance with the instructions in the Bidder's Workbook with no material changes to the forms. Bids failing to meet a mandatory Bid submission requirements will be disqualified without notice.

If there are administrative deficiencies, a Bidder may be sent a request to rectify the deficiency within a specified period of time. If the noted deficiencies are not rectified within the specified time period, the Bid may be disqualified. For purposes of this section, "administrative deficiencies" are errors or omissions that do not, when remedied, add to the contents of the Bid for Bid eligibility or scoring purposes and may include, as examples, a missing signature or missing contact information on the Bid Submission Form, failing to identify a single bidder as the Bidder on a multi-party Bid, missing contact information on a reference form.

10. Bid Evaluation and Ranking

Ranking of Bids will be based on the Total Bid Score achieved by compliant Bids. Scores will be assigned based on the table below.

Component	Weighting
Mandatory Requirements (if applicable)	Pass/Fail
Financial Bid	80%
Other features Bid	20%
Total Bid Score	100%

Bids will be evaluated in accordance with the following steps:

Step 1. Mandatory Requirements

Bids will be reviewed to ensure they meet the mandatory requirements listed in the Mandatory Requirements Form. If a mandatory requirement is not satisfied, the Bid will be disqualified and will not proceed to the next step.

Step 2. Financial Bid Evaluation

Bidders must provide all requested pricing information in accordance with the instructions in the Financial Bid Form. The Total Bid Price in the Financial Bid Form will be used to calculate each Bidder's Financial Bid score.

Where there are 3 or more Bids proceeding to this step, prior to calculating scores, YESAB will perform an interim selection process to ensure only Bids within a certain price range are considered. This is achieved by calculating an average Total Bid Price which is the sum of Total Bid Prices of all Bids in this step and dividing the total amount by the number of eligible Bids in this step. All Bids which are outside 25% of the average Total Bid Price will be set aside and not considered further.

All remaining eligible Financial Bids will be scored based on a relative pricing formula using the Total Bid Price. Each Bidder's score out of the maximum available points will be calculated in accordance with the following formula:

Bidder's Financial Bid Score =

(Lowest Total Bid Price among eligible Financial Bids \div Bidder's Total Bid Price) \times 80 points.

Step 3. Other features Bid Evaluation (removed Technical Bid evaluation)

Other features Bids will be evaluated based on the criteria, weightings and rating scale described in the Other features Bid Instructions document in the Bidders Workbook.

Step 4. Total Bid Score and Ranking

Following the evaluation of Financial Bids, the Total Bid Score will be calculated, which is the sum of total points achieved for the Other features Bid and the Financial Bid for each Bidder. Bidders will then be ranked from highest Total Bid Score to lowest Total Bid Score. Once the Bids have been evaluated and ranked, YESAB will proceed to the pre-contract verification stage with the top ranked Bidder, as described below.

11. Pre-Contract Verification

Prior to finalizing the contract with the highest ranked Bidder, YESAB may verify the information provided in the selected Bidder's Bid, as set out below, and confirm the selected Bidder's willingness and ability to perform the contract.

YESAB may choose not to award the contract to the selected Bidder if YESAB becomes aware of information that indicates, in YESAB's reasonable opinion: (a) that the Bidder lacks the capacity to deliver the Goods in accordance with their Bid or this solicitation document, or (b) it would not be in the public interest to award the contract such as where there is evidence of criminal activity, professional misconduct, insolvency, or a history of significant or persistent deficiencies in performance.

Further, if the selected Bidder fails to cooperate or fails to deliver required information to YESAB within 5 business days of YESAB's request, YESAB may cancel the award and proceed to the next ranked Bidder or cancel the Bid process.

12.1 Verification of Pricing

The selected Bidder may be asked to provide additional breakdown of its pricing.

If the selected Bidder's pricing appears to be abnormally low, the Bidder may be required to provide a detailed explanation of the pricing information and confirm that all requirements have been taken into account. This may require the Bidder to provide invoices from other lease contracts, where the prices were applied, or to otherwise justify and explain its cost structure, including Bidder's actual costs, assumed profit and overhead. YESAB may choose not to contract with any Bidder that is unable to account for the abnormally low pricing to the satisfaction of YESAB.

12. Finalization of Contract

Following successful completion of the pre-contract verification process and YESAB's receipt of required pre-contract materials, a contract will be finalized as described in Part 3 - Contract.

If the selected Bidder is required to countersign the contract and has failed to do so within 5 business days of YESAB's request, YESAB may cancel the award and proceed to the next ranked Bidder or cancel the Bid process.

13. Notification and Debriefs

After YESAB has concluded the Contract with the successful Bidder, a notice of award will be published on the Tender Notice Platforms. Upon request emailed to yesab@yesab.ca referencing RFP#, Title and RFP Contact Name, YESAB will provide an unsuccessful Bidder with a debrief to discuss strengths and weakness of the Bid and explain why the Bid was not successful. Information about the other Bidders or their Bids will not be discussed. Bidders should submit a request a debrief within 30 calendar days of the award notice. YESAB may refuse to provide a debrief if requested beyond this timeframe.

14. Complaint Resolution

Any Bidder that has questions or concerns about the outcome of the Bid process should first request a debrief. If, following the debrief, the Bidder wishes to challenge YESAB's decision in respect of the Bid process, the Bidder should submit a written complaint by email to yesab@yesab.ca referencing RFP#, Title and RFP Contact Name, within 5 business days of attending the debrief or, if the supplier is not a Bidder, within 5 business days of (i) becoming aware of the basis for a procurement complaint or (ii) date of publication of award. YESAB will review and respond to the Bidder's complaint within 20 business days. A complaint must be in writing and must include the following details:

- (a) A precise statement of the relevant facts;
- (b) An identification of the decision being challenged and the issues to be resolved;
- (c) A clear summary of the Bidder's position and supporting documentation; and
- (d) The Bidder's requested remedy.

PART 2 — SCOPE OF GOODS

1. Introduction

YESAB requires five, leased, new mid sized SUVs.

This Scope of Goods describes the scope of Goods to be delivered pursuant to the Contract.

2. Description of vehicles

The vehicles will be new midsized SUVs with the following mandatory specifications:

- Air Conditioning
- AM/FM radio and speakers
- Automatic transmission
- All-weather floor liners
- LED headlights
- Power outside mirrors
- Winter package, including but not limited to:
 - o Oil pan heater or Block Heater

2.1 Term of Contract and pricing specifications

The term of the Contract will be 48 months, being 4 years, commencing on May 1, 2024. The price will be based on 16,000 annual kilometers. The following details are to be included in the financial bid sheet.

- Lease Rate in percentage
- Monthly payment
- Price of the vehicle
- Lease end value
- Other charges included in price for example:
 - Freight
 - Air Conditioning Charge
 - Dealer Fees
 - Lien Registration fee
 - Tire Levy
- Mileage charge over the estimated kilometers

2.2 Other features

The following other features will be evaluated in the Other features Bid:

- Vehicle's Fuel efficiency
 - EnerGuide Estimate City
 - EnerGuide Estimate Hwy
- Safety specifications of the vehicle
- Theft-deterrent system of the vehicle (if any)
- Any warranties that are included with the vehicle

3. Dealership Responsibilities

The Dealership is responsible to deliver the Goods specified in section 2 of this Part, on time.

The Dealership will be responsible that the vehicles have a standard road package that meets all legal requirements for operation on public roadways, and meet Canadian motor vehicle safety standards.

The Dealership will be responsible that the vehicle is of good quality and in safe operating condition.

The Dealership shall be responsible for any loss or damage caused by the negligence of the Dealership and any damage covered by the manufacturer's warranty or damage attributable to a manufacturing defect.

4. YESAB Responsibilities

- (a) Insurance and maintenance:
 - YESAB will have liability coverage for the vehicles.
 - Unless otherwise agreed to by the Dealership, YESAB will repair any collision or comprehensive damages, excluding reasonable wear and tear resultant from ordinary use of the vehicle. For further clarity, reasonable wear and tear from ordinary use of the vehicle is expected, and YESAB is not required to repair or otherwise rectify depreciation resultant from such wear and tear.
 - YESAB is responsible for and shall pay for all day to day operating expenses. This includes all fuel, oils, lubricants, additives, windshield washer fluid, antifreeze, tire repairs, washing and cleaning.
- (b) Acceptance
 - YESAB acceptance of the Goods from the Dealership simply indicates that the Goods meet overall Goods specifications
 - Acceptance of the Goods does not relieve the Dealership of compliance with the Contract.
- (c) Contract Management
 - YESAB will assign a Contract Manager to the Contract.
 - The Contract Manager is directly responsible for:
 - The administration of the Contract, on behalf of YESAB
 - Processing Contract final close-out

5. Communication

- (a) Communication
 - In general, communications with YESAB will be through the Contract Manager, unless directed otherwise.

PART 3 - CONTRACT

1. Terms of Contract

The terms of the Contract will be as tendered. More specifically, they will reflect the terms of this RFP and successful Bid.

2. Contract Term

The Contract shall have a **term of 4 years**.

BIDDER'S WORKBOOK

BIDDER'S WORKBOOK

The Bidder's Workbook contains the Bid submission forms and submission instructions. **Bidders must follow the instructions and use the forms in the Bidder's Workbook when preparing their Bid.** If a Bidder uses a different form or approach, the Bid may be disqualified.

The following Bid Submission Forms must be used in the preparation of Bidder's Bid package:

FORM	REQUIRED?
Mandatory Requirements Form	YES
Financial Bid	YES
Other features Bid	YES
Submission Confirmation Form	YES

MANDATORY REQUIREMENTS FORM

Mandatory Requirement	Provide the following evidence of compliance	Confirmed / Included
Vehicle has air conditioning	Specification sheet from Bidder	
Vehicle has an AM/FM radio and speakers	Specification sheet from Bidder	
3. Vehicle has an Automatic transmission	Specification sheet from Bidder	
4. Vehicle has all-weather floor liners	Specification sheet from Bidder	
5. Vehicle has LED headlights	Specification sheet from Bidder	
6. Vehicle has power outside mirrors	Specification sheet from Bidder	
7. Vehicle has a winter package that includes either an oil pan heater or a block heater	Specification sheet from Bidder	

OTHER FEATURES BID INSTRUCTIONS

1. Instructions to Bidders

Bidders must prepare and submit an Other features Bid as part of their submission. The Other features Bid is required to provide the information requested below in the order specified.

2. No Hyperlinks

Bidders should not embed hyperlinks in their Bid. Bidders are advised that any external information not included in the Bid documents that is accessible through hyperlinks embedded in the Other features Bid will be ignored and not scored in the evaluation.

3. Cautionary Note for bidders that have existing and prior contracts with YESAB

If the Bidder has previously contracted with YESAB, the Bidder must not assume that its Bid will be evaluated based on YESAB's existing knowledge of the Bidder's products, services, experience, or qualifications. Each Bid will be evaluated based on the actual Bid contents.

4. Rating Scale

For Bidder's information, this is the scale that will be used by YESAB to rate responses.

Rating Scale Used to Score Responses			
Rating (% of available points)	Bidder Response	Description	
0%	No Response	Response was not provided or there is no such feature from the vehicle.	
20%	Poor Response	Response provided but information on feature is not within industry standards	
60%	Satisfactory Response	Response is at the minimum standard for the feature	
80%	Good Response	Response is better than the minimum standard for the feature, but not the best in the industry for that feature.	
100%	Excellent Response	Response is the best in the industry for the feature.	

5. Overview Table

Overview of Other features Bid Evaluation Criteria	Maximum Points	Minimum Points to Pass
(a) Fuel efficiency	20	12
(b) Safety Features	30	6
(c) Theft-deterrent system	20	6
(d) warranties	20	6
Total	90	30

6. Requested Bidder Information & Evaluation Criteria

(a) Fuel efficiency (Maximum Points 6)

Provide the EngerGuide label for the vehicle. The label is to include the estimates of fuel consumption for the vehicle in litres per 100 kilometres of:

- City driving Maximum 2 points
- Highway driving maximum 4 points

(b) Safety Features (Maximum Points 6- 2 points per feature)

Provide up to 3 safety features of the vehicle.

The Bidder should describe each safety feature in a minimum of one paragraph and maximum of two paragraphs per feature. A feature sheet of the particular safety feature from the manufacturer will also be acceptable.

(c) Theft-deterrent system (Maximum Points 4 - 2 points per feature)

Provide up to two theft deterrent features of the theft-deterrent system

The Bidder should describe each theft-deterrent feature in a minimum of one paragraph and maximum of two paragraphs per feature. A feature sheet of the particular theft-deterrent feature from the manufacturer will also be acceptable.

(d) Warranties (Maximum Points 4 -2 points per warranty)

Provide up to 2 warranties on the vehicle.

The Bidder should describe each warranty in a minimum of one paragraph and maximum of two paragraphs per warranty.

FINANCIAL BID FORM

1. Instructions to Bidders

Bidders must complete the Financial Bid Table and submit the completed Financial Table as their Financial Bid. The Financial Bid should be submitted as a single .pdf file and **submitted as a standalone form,** separate from the Other features Bid and other forms.

2. Financial Bid Table

#	Type of information	
1	Lease Rate in percentage	%
2	Price of the vehicle	\$
3	Monthly payment	\$/m
4	Estimated value of the vehicle at the end of the lease	\$
5	Other charges	
	Air Conditioning Charge	\$
	Dealership fees	\$
	Lien Registration fee	\$
	Tire levy	\$
6	Mileage charge over the estimated kilometers	\$/km

 All monetary values must be stated in Canadian dollars and are exclusive of GST/HST and other applicable sales taxes.

SUBMISSION CONFIRMATION FORM

1. Bidder Information

The full legal name of the Bidder/	
Dealership:	
Bidder Address:	
Bidder Contact Person (name, title):	
Telephone:	
Email:	

2. Confirmation of Submission Forms

FORM	CONFIRM INCLUDED
Mandatory Requirements Form	
Other features Bid	
PACKAGED SEPARATELY:	
Financial Bid Form (.pdf)	

3. Bid Packaging Instructions

The following are the Bid packaging instructions:

- Bids must be submitted to the Bid Submission System specified on the cover page.
- Bids must be prepared in accordance with the Bidders Workbook instructions.
- Bids should be submitted as .pdf documents unless otherwise specified in the RFP. While the .pdf
 documents may be either grouped together or submitted separately <u>provided that</u> the Financial
 Bid should be submitted as a standalone form.

4. No Public Statements or Lobbying

The Bidder must not publish, issue or make any statements or news release, electronic or otherwise, concerning its Bid, or any other Bid, the RFP process, or the award of the Standing Arrangement, without the express prior written consent of YESAB. The Bidder must not engage in any form of political or other lobbying whatsoever with respect to this RFP, or otherwise attempt to influence the outcome of the RFP process directly or indirectly by any manner whatsoever other than by submitting a Bid. This includes

contacting any YESAB staff outside the Bid Submission System. A failure to respect the above restrictions may lead to disqualification of the Bidder.

5. Certification: No Collusion or Bid Rigging

The Bidder certifies that:

- (a) the prices in their Bid have been arrived at independently from those of any other bidders;
- (b) the prices in their Bid have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other bidder or competitor; and
- (c) no attempt has been made, nor will be made, to induce any other person to submit, or not to submit a Bid, for the purpose of restricting competition.

A violation of the above may constitute collusion or bid rigging, which is a violation of the *Competition Act* punishable by fines or imprisonment. For information on unlawful collusion and bid rigging, see :https://www.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/04289.html

6. Certification: No Conflict of Interest or Unfair Advantage

YESAB will reject a Bid if YESAB determines there is an apparent, potential, or actual conflict of interest or unfair advantage that, in YESAB's opinion, compromises the integrity of the competitive process or is incompatible with the Bidder's impartial and unbiased delivery of the Goods, whether or not captured by the questions in this form. YESAB's determination on this issue will be final. If there is any doubt, the Bidder is expected to ask YESAB for an opinion on whether a circumstance constitutes a disqualifying unfair advantage or conflict. A failure to do so is at the Bidder's risk.

The Bidder is required to certify that it does not have a conflict of interest or unfair advantage by answering yes or no to the following statements:

The Bidder has access to confidential information of YESAB that is relevant to this RFP process and is not available to other Bidders.	□yes	□ no
The Bidder (including any employee or proposed team member) (a) was involved in the development of any of the RFx documents or (b) received advice from someone involved in the development of any aspect of the RFx document.	□yes	□ no
The Bidder (including any employee or proposed team member) has previous or current business or personal relationships with any of YESAB's officials, employees or representatives that could create an appearance of bias or advantage in the Bid process or is incompatible with the impartial and unbiased delivery of the Goods.	□yes	□ no
The Bidder (including any employee or proposed team member) has commitments, relationships or financial interests that could be, or might appear to be, incompatible with the impartial and unbiased delivery of the Goods.	□yes	□ no
If the answer to any of the above questions is "yes", please set out the details evaluation by YESAB:	below t	to support an

7. Acknowledgement: Confidential Information, Access to Information Act

YESAB will use reasonable efforts to protect pricing, commercial terms and other sensitive and confidential information provided by the Bidders and identified as being confidential information ("Bidder Confidential Material"), however YESAB accepts no liability in the event that the Bidder Confidential Material, or any part of it, is disclosed even if YESAB, its advisors, staff, or Bidders may have been negligent with respect to such disclosure.

The Bidder acknowledges that its name and total contract value will be publicly disclosed and that the Bid and any related information may be:

- (a) disclosed to YESAB's staff, advisors and Bidders for the purposes of conducting the RFP process;
- (b) disclosed to YESAB's elected officials for the purposes of oversight and decision-making; and
- (c) subject to public disclosure in accordance with Canada's *Access to Information Act* or any other applicable information legislation.

8. Acknowledgement: YESAB Disclaimer

The Bidder accepts that YESAB does not have an obligation to award a contract in connection with this RFP and that the Bidder does not have any right to compensation in connection with its participation in the Bid process or its outcome, including claims for Bid preparation costs, loss of profit or loss of opportunity. YESAB will not be liable for any claim arising out of this Bid process.

ON BEHALF OF BIDDER AND, IF SUBMITTING A MULTI-PARTY BID THEN ON BEHALF OF ALL PARTICIPATING ENTITIES, THE FOLLOWING DULY AUTHORIZED REPRESENTATIVE CONFIRMS THAT THE TERMS OF THE BID PROCESS ARE UNDERSTOOD AND ACCEPTED BY ALL PARTIES NAMED IN THE BID:

Signature:	
Name:	
Title:	
Date:	

This form may be executed by hand-written or electronic signature.