



RETURN BIDS TO:
Parks Canada Agency
Suite 1300, 635 – 8th Avenue S.W.
Calgary, Alberta T2P 3M3
Bid Fax: (403) 292-4475

REQUEST FOR QUOTATION

Quotation to: Parks Canada Agency
 We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred or attached hereto, the supplies and services listed herein or on any attached sheets at the price(s) set out therefore.

Issuing Office:
 Parks Canada Agency
 Suite 1300, 635 – 8th Avenue S.W.
 Calgary, Alberta T2P 3M3

Title:		
Student Transportation, Ecosystem Investigator Camp – Waterton, AB.		
Solicitation No.:	Date:	
5P420-15- 5040/A	April 16, 2015	
GETS Reference No.:		
PW-15-00680599		
Client Reference No.:		
n/a		
Solicitation Closes:		
At:	On:	Time Zone:
02:00 PM	May 04, 2015	Mountain Daylight Time (MDT)
Address Inquiries to:		
Joanne Cuthbert		
Telephone No.:	Fax No.:	Email Address:
(403) 292-4558	(403) 292-4475	joanne.cuthbert@pc.gc.ca
Destination of Goods, Services, and/or Construction:		
See Herein		

TO BE COMPLETED BY THE BIDDER (type or print)	
Vendor/Firm Name	
Address	
Telephone No.	Fax No.
Name of person authorized to sign on behalf of the Vendor/Firm	
Title	
Signature	Date



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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2011-05-16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

2. Submission of Bids

Bids must be submitted only to Parks Canada Agency (PCA) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PCA will be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.



4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid – N/A

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.



1.1 Technical Evaluation – N/A

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

2. Basis of Selection

2.1 A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.1. Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

1.2. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;



- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

“lump sum payment period” means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

“pension” means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder’s status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

1.3 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

1.4 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience



1.5. Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

1.5.1. Parks Canada Business License

The Bidder must provide and maintain a Parks Canada Business License to operate in Waterton National Park of Canada for the duration of the Contract.

1.5.2. Safety Fitness Certificate

The Bidder must provide and maintain a Safety Fitness Certificate for the duration of the Contract.

1.5.3. Safety & Inspection Certificate

The Bidder must ensure that each vehicle is safe, inspected and certified for the duration of the Contract. The Bidder must provide and maintain related Certificate for the duration of the Contract.

1.5.4. Driver's Abstract

The Bidder must provide and maintain a driver's abstract(s) with fewer than six demerit points for each of the proposed personnel for the duration of the Contract.

1.5.5. Driver's License

The Bidder must provide and maintain a valid Class 1 or 2 driver's license for each of the proposed personnel for the duration of the Contract.



PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

3.1 General Conditions

2010C (2011-05-16), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from May 11, 2015 to February 29, 2016 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) being March 01, 2016 to February 28, 2017; March 01, 2017 to February 28, 2018 and March 01, 2018 to February 28, 2019 under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Joanne Cuthbert
Acting Advisor
Parks Canada Agency
Contracting Operations
#1300, 635 – 8th Avenue SW
Calgary, AB T2P 3M3

Telephone: (403) 292-4558



Facsimile: (403) 292-4475

E-mail address: joanne.cuthbert@pc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

(Insert at contract award)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3. Contractor's Representative

Vendor/Firm Name:

Representative's Name:

Title:

Mailing Address:

Telephone No.

Fax No.

Email Address:

Procurement Business Number (PBN):

Instruction on how to obtain a Procurement Business Number (PBN)

Canadian Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website at: <https://buyandsell.gc.ca>. For non- Internet registration, Bidders may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

6. Payment

6.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ *(Insert at contract award)*. Customs duties are included and Applicable Taxes are extra.

6.2 Limitation of Expenditure

6.2.1. Canada's total liability to the Contractor under the Contract must not exceed \$ *(Insert at contract award)*. Customs duties are included and Applicable Taxes are extra.



6.2.2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.2.3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Milestone Payments

6.3.1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.3.2. Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Deliverable	Due Date
01	For the Work to be completed during the Period of the Contract, 2015 – 2016, between May 11, 2015 and June 05, 2015.	June 05, 2015
02	For the Work to be completed during the Period of the Contract, 2015 – 2016, between September 16, 2015 and October 16, 2015	October 16, 2015
03	For the Work to be completed during Optional Period One: 2016 – 2017, between May 16, 2016 and June 10, 2016 - if exercised.	June 10, 2016
04	For the Work to be completed during Optional Period One: 2016 – 2017, between September 12, 2016 and October 14, 2016 - if exercised.	October 14, 2016
05	For the Work to be completed during Optional Period Two: 2017 – 2018, between May 15, 2017 and June 09, 2017 - if exercised.	June 09, 2017



06	For the Work to be completed during Optional Period Two: 2017 – 2018, between September 11, 2017 and October 13, 2017 - if exercised.	October 13, 2017
07	For the Work to be completed during Optional Period Three: 2018 – 2019, between May 14, 2018 and June 10, 2018 - if exercised.	June 10, 2018
08	For the Work to be completed during Optional Period Three: 2018 – 2019, between September 10, 2018 and October 12, 2018 - if exercised.	October 12, 2018

7. Invoicing Instructions

7.1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment. Each claim must show:

- a. all information required on form [PWGSC-TPSGC 1111](#);
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;

7.2. Applicable Taxes, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

7.3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the original and two (2) copies of the claim to the Payment Office for the remaining certification and payment action.

7.4. The Contractor must not submit claims until all work identified in the claim is completed.

8. Certifications

8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2011-05-16), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Attestation and Proof of Compliance with Occupational Health and Safety (OSH)



(f) the Contractor's bid dated *(Insert at contract award)*

11. SACC Manual Clauses

A1009C (2008-05-12) Work Site Access
A7017C (2008-05-12) Replacement of Specific Individuals
A9068C (2010-01-11) Government Site Regulations
B6802C (2007-11-30) Government Property
B9028C (2007-05-25) Access to Facilities and Equipment

12. Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

13. Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified herein. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

13.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.



- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



13.2. Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - e. OPCF/SEF/QEF #6f - Public Passenger Vehicles - Combined Limits for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limits required:
 - 8 to 12 Passengers: \$5,000,000
 - 13 or more Passengers: \$8,000,000



ANNEX A - STATEMENT OF WORK

1. Title

Waterton EcoSystem Investigator Camp - Student Transportation

2. Scope

2.1. Objective

Parks Canada Agency (PCA) requires the provision of a school-bus charter service, including driver(s), for its 2015 spring and fall season of three-day overnight camps in Waterton Lakes National Park, AB commencing May 2015 and ending mid-October 2015.

School bus transportation is required for the following:

- Shuttle students and their camp luggage from their schools to Waterton Lakes National Park.
On the first day of camp additional services could also be required to shuttle students within the park.
- On the second day of camp, shuttle students to various locations within Waterton Lakes National Park.
- On the third day of camp, return students, the attending teacher and their camp luggage back to their school(s) from the camp(s).

Schools will be within approximately a three and one-half (3.5) hour radius of Waterton Lakes National Park, and may include Calgary, Lethbridge and Medicine Hat.

2.2 Background

Two camps based out of the Canyon Church Camp located off the Red Rock Parkway and Camp Columbus located off the Entrance Parkway, in Waterton Lakes National Park will operate Monday through Friday, with two camp sessions each per week (Groups A and B), except when there is a holiday Monday or as otherwise indicated.

- Group A Monday to Wednesday
- Group B Wednesday to Friday

The 2015 spring camp program(s) will be run concurrently based out of both Canyon Church Camp and Camp Columbus. The 2015 fall camp program will be based out of Camp Columbus.

The 2016 spring camp program(s) will be run concurrently based out of both Canyon Church Camp and Camp Columbus. It is anticipated that the 2016 fall camp program will be based out of Camp Columbus.

In 2017 and 2018 both the spring and fall camp program(s) will be run concurrently based out of both Canyon Church Camp and Camp Columbus.



3.0 Requirements

3.1 Tasks

The Contractor must:

- 3.1.1. Provide school bus(es) for, driver(s), fuel and vehicle for transporting camp luggage, be that on a school bus or with a truck pulling a trailer.
- 3.1.2 Satisfactorily provide sufficient school busses and luggage vehicles (school bus or a truck pulling a trailer) to provide transportation to and from two different camp locations and within the park as set out in this Statement of Work.
- 3.1.3 Confirm details of pick-up and drop-off times at the schools with the school contact provided by PCA.
- 3.1.4. Pick-up the students and their attending teacher, along with their camp luggage at the school and transport to the specified camp location (either Camp Columbus or Canyon Church Camp) and arrive by 11 a.m. at the camp location on Day 1 of the three-day camp.
- 3.1.5 On Day 1 of camp, if the camp location is Camp Columbus, remain on-site and transport students and chaperones to sites within the park and back to Camp Columbus between the hours of 1:30 p.m. and 5:30 p.m.
- 3.1.6 On Day 2 of camp, arrive back at the same camp location the students were dropped off at on Day 1 in time to load by 9:30 a.m. and transport students and chaperones to sites within the park during the day, and then back to their camp location by 5:30 p.m. that day.
- 3.1.7 On Day 3 of camp, arrive at the appropriate camp location in time to load camp gear, students and attending teacher and depart at 11 a.m. back to the school.
- 3.1.8 When two camp sessions occur within a week, Monday through Friday, on Wednesdays, Group A leaves the park for their school at 11 a.m. and Group B arrives in the park at the camp location at the same time, 11 a.m. The Contractor must provide enough vehicles and drivers to be able to accommodate a simultaneous arrival and departure of the two groups and their camp luggage for each of two camp locations during the springs of 2015 and 2016, and for 2017 and 2018, both spring and fall. Falls of 2015 and 2016, the Contractor must provide enough vehicles and drivers to be able to accommodate a simultaneous arrival and departure of the two groups and their camp luggage for one camp location.
- 3.1.9 Must return the work pass provided by Parks Canada for entry into the Park to the Project Authority upon completion of all the Work.
- 3.2.0 Must provide separate invoice for services to each camp individually.

4. Client Support

Parks Canada will:

- 4.1 Provide school contact information and locations, and a schedule of dates and which schools have classes attending which of the two camp locations to a point person specified by the Contractor, such as their location manager.
- 4.2. Provide the Contractor with a work pass for entry into the Park.
- 4.3. When booking schools to attend camp, Parks Canada will endeavour to avoid booking sets of three schools attending both camp locations within the same calendar week.
- 4.4. For each camp season (spring and fall), a month prior to the first day that transportation is required for the season, PCA will provide a detailed service schedule with specific school locations and contact information, which school



classes are to be transported on which dates, the booked number of students for each class and which of the two camp locations they are to be transported to and from will be provided to a point person specified by the Contractor.

5. Service Schedule

5.1. Year One Contract Period, date of contract to February 29, 2016.

5.1.1. Spring 2015: May 11 – June 5

Busses and drivers must be available to transport students, their attending teacher and their camp gear from their perspective school to arrive at 11 a.m. in Waterton Lakes National Park at the specified camp location on the following days (Mondays and Wednesdays):

- May 11, 13, 20, 25 and 27.
- June 1 and 3.

Busses and drivers must be available at 1:30 p.m. to transport students, teacher(s) and their chaperones from Camp Columbus to a trailhead in the park and arriving back at Camp Columbus around 5:30 pm on the following days (Mondays and Wednesdays):

- May 11, 13, 20, 25 and 27.
- June 1 and 3.

Busses and drivers must also be available to transport students, teacher(s) and their chaperones within the park all day from 9:30 a.m. to 5:30 p.m. on the following days (Tuesdays and Thursdays):

- May 12, 14, 21, 26 and 28.
- June 2 and 4.

Busses and drivers must be available to transport students, their attending teacher and their camp gear from their camp location at 11 a.m. and return them to their school on the following days (Wednesdays and Fridays):

- May 13, 15, 22, 27 and 29.
- June 3 and 5.

5.1.2. Fall 2015: September 16 – October 16

Busses and drivers must be available to transport students, their attending teacher and their camp gear students, their attending teacher and their camp gear from their school to arrive at 11 a.m. at Camp Columbus in Waterton Lakes National Park and then remain to transport students, teacher(s) and their chaperones from Camp Columbus to a trailhead in the park and arriving back at Camp Columbus around 5:30 pm on the following days (Mondays and Wednesdays):

- September 16, 21, 23, 28 and 30.
- October 5, 7 and 14.

Busses and drivers must also be available to transport students, teacher(s) and their chaperones within the park all day from 9:30 a.m. to 5:30 p.m. on the following days (Tuesdays and Thursdays):

- September 17, 22, 24 and 29.
- October 1, 6, 8 and 15.

Busses and drivers must be available to transport students, their attending teacher and their camp gear from their camp location at 11 a.m. and return them to their school on the following days (Wednesdays and Fridays):

- September 18, 23, 25 and 30.
- October 2, 7, 9 and 16.



5.2. Optional Year Two, 2016:

- Spring 2016 May 16 – June 10
- Fall 2016 Sept. 12 – Oct. 14

5.2.1. All the specific dates that transportation is required in each spring season will be provided to the contractor by March 1, 2016 and for each fall season by July 1, 2016.

5.3. Optional Year Three, 2017:

- Spring 2017 May 15 – June 9
- Fall 2017 Sept. 11 – Oct. 13

5.3.1. All the specific dates that transportation is required in each spring season will be provided to the contractor by March 1, 2017 and for each fall season by July 1, 2017.

5.4. Optional Year Four, 2018:

- Spring 2018 May 14 – June 10
- Fall 2018 Sept. 10 – Oct. 12

5.4.1. All the specific dates that transportation is required in each spring season will be provided to the contractor by March 1, 2018 and for each fall season by July 1, 2018.

6. Considerations

The Contractor must account for the following:

6.1. The 2015 spring camp program(s) will be run concurrently based out of both Canyon Church Camp and Camp Columbus. The 2015 fall camp program will be based out of Camp Columbus.

6.2. The 2016 spring camp program(s) will be run concurrently based out of both Canyon Church Camp and Camp Columbus. It is anticipated that the 2016 fall camp program will be based out of Camp Columbus.

6.3. In 2017 and 2018 both the spring and fall camp program(s) will be run concurrently based out of both Canyon Church Camp and Camp Columbus.

6.4. Schools will be within approximately a 3.5 hour radius of Waterton Lakes National Park, and may include Calgary, Lethbridge and Medicine Hat.

6.5. The day of the week that the largest number of busses and luggage vehicles would be required is Wednesday. This is when the schools that arrived at camp on Monday are returning to school, and other schools starting their camp are arriving for their Wednesday through Friday camp, occurring at each camp concurrently.

6.5.1. The successful contractor must provide enough vehicles and drivers to be able to accommodate simultaneous arrival and departure of the two different groups at each camp on Wednesdays.

- For both camp locations taken together, this most likely would be a total of eight (8) school busses (four arriving and four leaving on Wednesday at 11 a.m.); but sometimes could be a total of eight (8) school busses plus four (4) luggage vehicles (e.g. truck towing luggage trailer); and possibly once or twice in a year (spring and/or fall camp), it could be as many as nine (9) busses and four (4) luggage vehicles when three different schools with small class sizes are attending camp at one of the two locations.



6.6. The successful contractor must provide enough vehicles and drivers to be able to accommodate simultaneous arrivals or departures at each camp location on Mondays and Fridays.

- On Mondays with schools arriving and Fridays with schools leaving, for both camp locations taken together, this most often would be a total of four (4) school busses (two to each camp location) and could also be four (4) school busses and two (2) luggage vehicles. Possibly once or twice in a year (spring and/or fall camp), it could be as many as five (5) busses and one luggage vehicle when three different schools with small class sizes are attending camp at one of the two locations.

6.5. Students making up a camp group may be coming from more than one school to the same camp for the same three days. When small school classes are attending, this can be as many as three different schools that comprise one camp group.

7. Constraints

The Contractor must adhere to the following:

- 7.1. The Contractor must use school buses, as the camp location entrances are not big enough to accommodate coaches.
- 7.2. The Contractor must have capacity to move up to 54 persons and their camp gear in a single trip to and from a given school. Two busses and a luggage vehicle are acceptable if required.
- 7.3. All meals, accommodations and other incidentals for Contractor's personnel are the responsibility of the Contractor.



ANNEX B – BASIS OF PAYMENT

The prices below are in Canadian Dollars, and are for the provision of all costs (including but not limited to labour, materials, supplies, equipment, transportation, fuel costs) as required to perform the Work in accordance with the Statement of Work at Annex “A” except for those items provided by Parks Canada.

Bidders must submit their financial bid in accordance with the Basis of Payment.

1. Firm Unit Prices

For the provision of the Contractor satisfactorily completing all of its obligations under the Contract, the firm unit prices are:

Item No.	Description	Unit of Measurement	Price Per Unit (a)	Estimated Quantity (b)	Estimated Total (c) = (a) x (b)
Period of the Contract 2015 - 2016					
1.	Daily rate for the Work to be completed between May 11, 2015 and October 16, 2015.	Per Day (8-12 hours) Per Bus	\$	87	\$
2.	Hourly rate for the Work under the daily rate to be completed between May 11, 2015 and October 16, 2015.	Per Hour (1 to 7.75 hours) Per Bus	\$	26	\$
3.	Daily rate for luggage vehicle.	Per Day (8-12 hours) Per Vehicle	\$	18	\$
4.	Hourly rate for the Work under the daily rate for luggage vehicle.	Per Hour (1 to 7.75 hours) Per Vehicle	\$	14	\$
Optional Period One: 2016 - 2017					
5.	Daily rate for the Work to be completed between May 16, 2016 and October 14, 2016	Per Day (8-12 hours) Per Bus	\$	87	\$
6.	Hourly rate for the Work under the daily rate to be completed between May 16, 2016 and October 14, 2016	Per Hour (1 to 7.75 hours) Per Bus	\$	26	\$
7.	Daily rate for luggage vehicle.	Per Day (8-12 hours) Per Vehicle	\$	18	\$



8.	Hourly rate for the Work under the daily rate for luggage vehicle.	Per Hour (1 to 7.75 hours) Per Vehicle	\$	14	\$
Optional Period Two: 2017 - 2018					
9.	Daily rate for the Work to be completed between May 15, 2017 and October 13, 2017	Per Day (8-12 hours) Per Bus	\$	110	\$
10.	Hourly rate for the Work under the daily rate to be completed between May 15, 2017 and October 13, 2017.	Per Hour (1 to 7.75 hours) Per Bus	\$	32	\$
11.	Daily rate for luggage vehicle.	Per Day (8-12 hours) Per Vehicle	\$	24	\$
12.	Hourly rate for the Work under the daily rate for luggage vehicle.	Per Hour (1 to 7.75 hours) Per Vehicle	\$	18	\$
Optional Period Three: 2018 - 2019					
13.	Daily rate for the Work to be completed between May 14, 2018 and October 12, 2018.	Per Day (8-12 hours) Per Bus	\$	110	\$
14.	Hourly rate for the Work under the daily rate to be completed between May 14, 2018 and October 12, 2018.	Per Hour (1 to 7.75 hours) Per Bus	\$	32	\$
15.	Daily rate for luggage vehicle.	Per Day (8-12 hours) Per Vehicle	\$	24	\$
16.	Hourly rate for the Work under the daily rate for luggage vehicle.	Per Hour (1 to 7.75 hours) Per Vehicle	\$	18	\$
Total Evaluated Bid Price (Addition of items 1 – 16 inclusive)					\$



Notes:

- (a). Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (b). Bidders must submit their financial bid in accordance with the Basis of Payment. Additional payment terms and conditions will not apply to the contract.
- (c). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- (d). In conducting its evaluation of the bids, Canada may, but has no obligation to correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation. In the case of error in the extension of prices, the unit price will govern.



ANNEX C - ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS) – two (2) pages.

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place. The following form must be completed and signed prior to commencing work on Parks Canada Sites.

Instructions:

- (a) Prime contractor must sign this form for all projects undertaken at Parks Canada work places.
- (b) This form is to be administered by the Project Manager and completed by the Prime Contractor **AFTER** contract award.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the *Canada Labour Code* and the *Canada Occupational Health and Safety Regulations* are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

Parks Canada Responsible Authority/Project Lead	Address	Contact Information
Project Manager/Contracting Authority (delete as required)		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work

General Description of Work to be Completed
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Mark “Yes” where applicable.

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
	Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.

I, _____ (contractor), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

Signature

Date