



Parks Canada
Parcs Canada

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Parks Canada Agency
Lower Fort Garry National Historic Site of
Canada
5925 Highway #9
St Andrews, MB R1A 4A8

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal 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.

Proposition à : l'Agence Parcs Canada
Nous offrons par la présente de vendre à sa Majesté la Reine
du chef du Canada, aux conditions énoncées ou incluses par
référence dans la présente et aux annexes ci-jointes, les
articles et les services énumérés ici et sur toute feuille ci-
annexée, au(x) prix indiqué(s).

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Title-Sujet Security Services – Riding Mountain National Park of Canada	
Solicitation No. - N° de l'invitation 5P404-15112	Date November 25, 2015
GETS Reference No. – N° de référence de SEAG NA	
Client Reference No. – N° de référence du client 5P404-15112	
Solicitation Closes L'invitation prend fin at – à 2:00 PM on – le January 4, 2016	Time Zone Fuseau horaire - Central Standard Time (CST)
Address Inquiries to: - Adresser toute demande de renseignements à : Ron Bedard	
Telephone No. - No de téléphone 204-785-6081	Fax No. – N° de FAX: 204-482-5887
Destination of Goods, Services, and Construction: Destinations des biens, services et construction : Riding Mountain National Park of Canada	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur : Telephone No. - N° de telephone : Facsimile No. - N° de télécopieur :	
Name and title of person authorized to sign on behalf of the Vendor/Firm (type or print) Nom et titre de la personne autorisée a signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie) _____	
Name/Nom	Title/Titre
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to this Requirement

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses

1.3 Debriefings

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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 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 Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-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 2015-07-03 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 should be deleted and replaced with the Chief Executive Officer of Parks Canada. All reference to the Department of Public Works and Government Services should be deleted and replaced with Parks Canada Agency.

2.2 Submission of Bids

Bids must be submitted only to the 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 not be accepted.

2.3 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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is

completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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 FPSs 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid 1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

To be considered compliant, a bid must meet all of the mandatory evaluation criteria as indicated under Annex "D" – Bid Evaluation Criteria. Bids not meeting all of the mandatory criteria will be given no further consideration.

4.1.1.2 Point Rated Technical Criteria

To be considered responsive, a bid must score at least 60% overall of the points for the technical evaluation criteria, under Annex "D" – Bid Evaluation Criteria, which are subject to point rating. The rating is performed on a scale of 200 total points. Criteria not addressed will be given a score of 0.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection – Highest Combined Rating of Technical Merit and Price

4.2.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. Obtain the required minimum of 60 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 200 total points.
- 4.2.2.** Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 4.2.3.** The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

- 4.2.4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- 4.2.5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 4.2.6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.2.7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

	Bidder 1	Bidder 2	Bidder 3	
Overall Technical Score	115/135	89/135	92/135	
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00	
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating	83.84	75.56	80.89	
Overall Rating	1st	3rd	2nd	

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 *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 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.

5.1.1.1 Business License

The Bidder certifies that prior to Contract award, the successful Contractor must be in possession of a business license to operate within Riding Mountain National Park of Canada and maintain it throughout the Contract.

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 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 [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive

5.1.3.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.1.3.3 Certification

Solicitation No. - N° de l'invitation
5P404-15112

Amd. No. - N° de la modif

Buyer - Acheteur
Ron Bedard

Client Ref. No. - N° de réf. du client
5P404-15112

File Name – Nom du dossier
Security Services, Riding Mountain National Park of Canada

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](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>) issued by Public Works and Government Services Canada.

All reference to the Minister of Public Works and Government Services should be deleted and replaced with the Chief Executive Officer of Parks Canada. All reference to the Department of Public Works and Government Services should be deleted and replaced with Parks Canada Agency.

6.3.1 General Conditions

2010C (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from January 1, 2016 to December 31, 2016 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year periods, from January 1, 2017 to December 31, 2017 and January 1, 2018 to December 31, 2018, 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 at least 90 calendar days 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Ron Bedard CFSP
Contracts, Procurement, and Material Management Officer
Manitoba Field Unit & Riding Mountain Field Unit
5925 Highway 9
St. Andrews, Manitoba R1A 4A8
Telephone: (204) 785-6081
Facsimile: (204) 482-5887
ron.bedard@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.

6.5.2 Project Authority

The Project Authority for the Contract will be provided 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.

6.5.3 Contractor's Representative

(To be completed by bidder)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail 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.

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment – Limitation of Expenditure

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 \$(amount to be determined at Contract Award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ (amount to be determined at Contract Award). Customs duties are excluded and Applicable Taxes are extra.
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.
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.

6.7.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Each invoice must be supported by:
 - a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the following address for certification and payment.

Visitor Services
Riding Mountain National Park of Canada
PO Box 299
135 Wasagaming Drive
Onanole, MB R0J 1N0

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if 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.

6.10 Applicable Laws

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

6.11 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 (2015-09-03), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated TBD.

6.12 SACC Manual Clauses

A7017C	Replacement of Specific Individuals	2008-05-12
A9068C	Government Site Regulations	2010-01-11
G1005C	Insurance	2008-05-12

ANNEX "A"

STATEMENT OF WORK

1. Background:

Riding Mountain National Park of Canada (RMNP) is located in the southwest part of Manitoba about 225 km northwest of the city of Winnipeg. The Park is one of Canada's older national parklands, having been established in 1929.

Parks Canada is responsible for ensuring the maintenance of the public peace on all land it administers. Incidental enforcement of public peace is carried out by the Parks Canada Warden Service.

The enforcement of federal and provincial legislation related to the maintenance of public peace is the responsibility of the police force of jurisdiction, in this case the Royal Canadian Mounted Police.

2. Objective:

Parks Canada requires a Contractor to provide security services in Wasagaming Campground, Clear Lake Campground, and within and around the Wasagaming Townsite in Riding Mountain National Park of Canada. Refer to attached *Appendix B – Work Area*.

3. Scope of Work:

The Contractor must complete the following:

1. General

- A) The Contractor is responsible for provision of all labour, materials, supplies and equipment necessary to perform the work indicated herein, except as noted under *Section 6. Government Furnished Support/Equipment/Information*.
- B) The Contractor must supply security, patrolling, and administrative compliance services in Wasagaming Campground, Clear Lake Campground, and within and around the Wasagaming Townsite, in Riding Mountain National Park of Canada. These services include:
 - I) informing and educating the public regarding Parks Canada Agency regulations and RMNP policy regarding user and recreational activities
 - II) keeping public peace
 - III) ensuring administrative compliance with Parks Canada Agency regulations and RMNP policy

Note: The enforcement of federal and provincial/territorial legislation related to the maintenance of public peace is the primary responsibility of the police service of jurisdiction. Evictions resulting from a public peace incident must be carried out by the police service of jurisdiction.

The enforcement of federal and provincial/territorial legislation related to resource management is the primary responsibility of Park Wardens.

- C) Patrols may be carried out on foot, on bicycle, or in an automobile clearly marked as a security vehicle

2. Period of Work

- A) The Contractor must provide security services from 1700 hours to 0800 hours. Services are required as follows:
- a. Weekends starting May Long Weekend until the end of June
- Note:** Weekends are defined as:
- I. Regular weekend coverage: Friday and Saturday (not Sunday)
 - II. Long weekend coverage: Friday, Saturday and Sunday (not Monday)
- b. Nightly starting the Thursday (or equivalent) before start of the Canada Day Long weekend until the end of the September Long Weekend.
- B) Resource levels, i.e., number of staff, must be sufficient to maintain public peace. Refer to attached *Appendix C – Sample Schedule* for an example of ideal resource levels based on historical experience.
- C) Exact shift schedules may be adjusted to meet operational needs. Any adjustments resulting in an increase or decrease in billable hours must be agreed to by Parks Canada and the Contractor.

3. Staff

- A) The Contractor must ensure that there is a responsible and competent Field Supervisor available throughout the Contract.

The Field Supervisor will be responsible for training, orientation and proper performance of Contractor employees and has the authority to receive, on behalf of the Contractor, any direction or other communication that may be given under the Contract.

- B) The Contractor must ensure that all employees performing work under this Contract participate in an orientation session provided by Parks Canada.
- C) The Contractor must provide its employees with accommodation and transportation required to perform the work.
- D) The Contractor must ensure that all its employees performing work under this Contract on-site are appropriately clothed and groomed and are wearing identifier clothing or identifier badges.
- E) Upon the request of the Parks Canada Project Authority, the Contractor must immediately remove from the work any of the Contractor's employees that, in the opinion of the Parks Canada Project Authority, is incompetent or has displayed improper conduct, and the Contractor shall not permit a person so removed to remain on the site of the work.

4. Security, Patrolling and Compliance Services

- A) The Contractor must conduct routine patrols of the Work Area as indicated in *Appendix B – Work Area*.
- B) Patrolling duties includes the following:

- I) Observe visitor activities
 - II) Ensure compliance with Parks Canada Agency regulations and RMNP policy
 - III) Warn the public as required, verbally or in writing using warning tickets or tags
 - IV) Report non-compliance to the Parks Canada Project Authority.
 - V) Check all structures in the Work Area as indicated in Appendix B – Work Area for signs of illegal entry, theft, vandalism or fire.
 - i. In the event of any illegal entry or theft, the Contractor must immediately phone the police service of jurisdiction.
 - ii. In the event of any fire alarms or any fires on the site, the Contractor must immediately phone 911.
 - iii. In the event of any maintenance or service deficiencies, the Contractor must notify the appropriate Parks Canada Project Authority immediately.
 - VI) The Contractor must monitor all buildings as required and ensure they are secure when closing.
 - VII) The Contractor must ensure that all the Wasagaming Campground buildings and vehicles are locked (and alarms are armed where applicable) when not in use.
 - VIII) The Contractor must respond to all building entry alarms and notify the Parks Canada Project Authority as to the nature of the alarm.
 - IX) The Contractor must erect and maintain protective barriers for public safety as required.
5. Equipment and Storage
- A) The Contractor is responsible for provision of all equipment necessary for performance of the work, with the exception of items indicated in *Section 6 - Government Furnished Support/Equipment/Information*.
 - B) The Contractor is responsible for safekeeping and return, in as good condition, of any items provided by Parks Canada for use in performance of this Contract.
 - C) The Contractor is responsible for loss of or damage to any of its own or its employee's property brought on to Parks Canada's premises.

6. Record Keeping

The Contractor must file a report of occurrences at the end of each shift and submit them to the Parks Canada Project Authority daily.

4. Meetings:

- 1. Upon Contract Award, the Contractor must contact the Project Authority within 2 business days to discuss the work required and clarify client expectations and needs.
- 2. The Contractor must meet with the Project Authority on an "as and when required" basis as determined by the Contractor or Project Authority or their designate.

Arrangements for these "as and when required" meetings will be made via email or telephone conversation between the Contractor and Project Authority or their designate.

5. Reports and Deliverables:

1. The Contractor is required to submit, to the Project Authority, a nightly electronic report prior to the end of each shift. The report must include the following:
 - a. A detailed account of Contractor activities, including a summary of what methods they used (as referenced in the *Scope of Work Section 4 B*) and where they patrolled
 - b. Highlight any incidents that may be of interest to the Project Authority.
 - c. Shift hours worked
 - d. Names of Officers on shift

Note: Reference to these shift reports will be required on the invoices submitted per *Section 2* below.

6. Government Furnished Support/Equipment/Information:

Parks Canada will provide the following:

1. An initial orientation session for the Contractor and its employees to Riding Mountain National Park, the site, facilities, and procedures including nature of regulations and management direction that govern user activities in the Park, and protocols for requesting voluntary compliance with, and for reporting of, non compliance to appropriate authority.
2. Parks Canada Fleetnet radio equipment for purposes of this Contract.
3. Tent tags, warning tickets, compliance tickets and other Parks Canada material

7. Special Considerations:

1. The Contractor must maintain a "Manitoba Security Guard License" for the duration of the contract.
2. PERFORMANCE CRITERIA / PENALTIES FOR NON-PERFORMANCE
 - A) Penalties for non-performance represent an estimate of the loss that will be incurred by Parks Canada in the event that the Contractor is responsible for missed and/or under-staffed shifts or incomplete patrols. The reductions reflect the amount that Parks Canada is entitled to recover in the event of a breach of the terms and conditions of the Contract, specifically a breach of the schedule proposed by the contractor and agreed to by PCA, without requirement to prove actual damages.
 - B) Penalties for non-performance shall be based upon the "hourly rate" proposed by the contractor multiplied by the number of hours not staffed as defined by the contractors agreed schedule.
 - C) For each penalty defined as per the formula above the Contractor shall accept a reduction in the monthly payment to the Contractor of zero (0) payment for the shift plus a reduction of one-half (0.5) times the shift rate.
 - D) A sustained number of penalties or incomplete work on can result in termination of the Contract for default.
3. Additional fees beyond the budget proposal for changes to the schedule proposed by the contractor due to overtime or extended shifts resulting from an incident or any other reason whatsoever must

be approved by the Parks Canada project authority. Parks Canada is not responsible for errors in the Contractor's scheduling and will not be held accountable for these errors.

8. Acceptance Criteria:

The work will be monitored regularly for adherence to the work plan and to approve any modifications which may be required. Acceptance will be determined following examination, satisfactory completion and acceptance of the final report by the Project Authority.

ADDITIONAL INFORMATION

1. Security Classification:

- A) The Contractor must ensure that all employees performing work under this Contract maintain a reliability check for the duration of this Contract.
- B) All work is unclassified and the Contractor will not have access to any classified information.

Appendix A - Definitions

Compliance: means conformity with laws obtained through uniformed presence, public education, awareness and warnings.

Patrol: means traveling on lands, for the purpose of maintaining watch in order to accomplish a specific objective such as natural and cultural resource management and protection, public peace, compliance, or the safety and security of facilities and park users.

Compliance Staff: means an appropriately trained person appointed under the Parks Canada Agency Act whose duties include informing and educating the public of the regulations and management direction that govern user activities in parks and requesting voluntary compliance with such direction. Compliance staff are not designated park wardens pursuant to the CNPA and have no legal authority under Parks Canada legislation.

Public Peace: means compliance related to maintaining social harmony and is referenced in federal (including portions of the Canada National Parks Act, Canada National Marine Conservation Areas Act and Saguenay-St. Lawrence Marine Park Act) and provincial/territorial legislation intended to control antisocial behaviour and uphold the law of the land. (E.g., illegal drinking, impaired or dangerous driving, speeding or moving violations, assaults, trespass, drugs, noise or rowdy behaviour, etc.)

Resource Management: means compliance aimed at protecting natural and cultural resources from the impacts of human use or activities. (E.g., littering, pollution, illegal fishing, poaching, cutting or damaging vegetation, illegal collecting of natural or cultural objects, harassing wildlife, illegal camping or camping off designated sites, dogs off leash, area closures, etc.)

Administrative Compliance: means compliance with administrative rules (e.g., checking for camping permits, park user permits, docking permits, etc.)

Protective Equipment: means equipment, clothing, materials or supplies issued on a general or restricted basis for the purposes of promoting staff safety while conducting compliance and patrol activities related to this proposal.

Appendix B – Work Area



Appendix C

Scheduled Dates for 2016

DATES	OFFICERS REQUIRED
May 19 inclusive	Two (2) officers per shift, plus one (1) officer to monitor the Wasagaming Campground gate from 23:00 to 07:00.
May 20 to 22 inclusive	Four (4) officers per shift, plus one (1) officer to monitor the Wasagaming Campground gate from 23:00 to 07:00.
May 27, 28 inclusive	Two (2) officers per shift, plus one (1) officer to monitor the Wasagaming Campground gate from 23:00 to 07:00.
June 3,4,10,11,17,18,24,25 inclusive	Two (2) officers per shift, plus one (1) officer to monitor the Wasagaming Campground gate from 23:00 to 07:00.
June 26 to June 30, inclusive	Two (2) officers per shift, plus one (1) officer to monitor the Wasagaming Campground gate from 23:00 to 07:00.
July 1 to July 3 inclusive	Four (4) officers per shift, plus one (1) officer to monitor the Wasagaming Campground gate from 23:00 to 07:00.
July 4 to July 28 inclusive	Two (2) officers per shift plus one (1) officer to monitor the Wasagaming Campground gate from 23:00 to 07:00
July 29 to July 31 inclusive	Four (4) officers per shift, plus one (1) officer to monitor the Wasagaming Campground gate from 23:00 to 07:00.
August 1 to September 1 inclusive	Two (2) officers per shift plus one (1) officer to monitor the Wasagaming Campground gate from 23:00 to 07:00
Sept 2 to Sept 4 inclusive	Four (4) officers per shift, plus one (1) officer to monitor the Wasagaming Campground gate from 23:00 to 07:00.

ANNEX "B"

Basis of Payment

**GST/HST is to be excluded from the price quoted herein
If applicable, GST/HST will be added as a separate line item.**

Estimated quantities identified below are for evaluation purposes only.

The Contractor shall be paid for actual hours worked. There shall be no travel time or travel living expenses paid.

CONTRACT PERIOD

From date of January 1, 2016 - December 31, 2016

Services are to be rendered:

MAY 19, 2016 - SEPTEMBER 04, 2016 INCLUSIVE

Item No.	Description	Est'd Qty	Unit of Issue	Unit Price	Extended Total
Year 1	Firm hourly rate for services as detailed herein. Estimated hours based on schedule attached.	3,824	hr	\$	\$

OPTION PERIOD #1

From January 1, 2017 - December 31, 2017

Services are to be rendered:

Estimate services are to be rendered between May 18, 2017 - September 03, 2017 inclusive

Item No.	Description	Est'd Qty	Unit of Issue	Unit Price	Extended Total
Year 2	Firm hourly rate for services as detailed herein. Estimated hours based on schedule attached.	3,824	hr	\$	\$

OPTION PERIOD #2

From January 1, 2018 - December 31, 2018

Services are to be rendered:

Estimate services are to be rendered between May 17, 2018 - September 02, 2018 inclusive

Item No.	Description	Est'd Qty	Unit of Issue	Unit Price	Extended Total
Year 3	Firm hourly rate for services as detailed herein. Estimated hours based on schedule attached.	3,824	hr	\$	\$

ANNEX "C"

Attestation Form

The following form must be completed and signed prior to commencing work on Parks Canada Sites.

Attestation and Proof of Compliance with Occupational Health and Safety (OHS)

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

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
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work Riding Mountain National Park of Canada

General Description of Work to be Completed

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.

Name _____

Signature _____

Date _____

ANNEX "D"

Bid Evaluation Criteria

Mandatory Criteria

To be considered compliant, a bid must meet all of the mandatory evaluation criteria as indicated under Annex "D" – Bid Evaluation Criteria. Bids not meeting all of the mandatory criteria will be given no further consideration.

1.	Mandatory Technical Criteria	Met Y/N
a.	Bidder must submit a copy of their Manitoba Security Guard License with their bid	
b.	Bidder must provide a minimum of one (1) persons at the management or supervisory level, with a minimum of 24 months of experience (including formalized training) since January 1, 2010 in the security services field e.g. R.C.M.P., Provincial Police, Municipal Police, Military Police. Resumes must be submitted for the individual(s) proposed.	
c.	<p>The Bidder must provide a copy of its policy which describes the following items :</p> <ol style="list-style-type: none"> 1. Deterring harassment and/or discrimination in the workplace, for example harassment and/or discrimination policies for the organization, rights and responsibilities of employer/employee, training and awareness programs, and dispute resolution methods 2. The expected performance, appearance and deportment of security personnel, for example performance management procedures that include employee performance monitoring procedures, performance evaluations, disciplinary procedures, uniform policy/dress code, professional deportment standards and 3. General Orders and Regulations for staff, for example Standard Work Duties, Patrol Procedures, Communication protocol, emergency procedures, confidentiality measures 4. Bidder reporting forms, etc, such as examples of reporting forms, report writing standards, location tracking systems <p>Attach any supporting documentation i.e. copies of existing policies and procedures, security guard handbooks, etc.</p>	

Point Rated Technical Criteria

To be considered responsive, a bid must score at least 60% overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 200 total points. Criteria not addressed will be given a score of 0.

Point Rated Evaluation Criteria																				
Item	Description	Points																		
R.1	Experience	200																		
1.1	<p>Length of current service in business as a security service provider. Points will be given where it is demonstrated that the organization has been in business for one (1) year or more.</p> <table border="0"> <tr> <td>Duration</td> <td>Points</td> <td>/100</td> </tr> <tr> <td><12 months</td> <td>20</td> <td></td> </tr> <tr> <td>13-24 months</td> <td>40</td> <td></td> </tr> <tr> <td>25-36 months</td> <td>60</td> <td></td> </tr> <tr> <td>37-48 months</td> <td>80</td> <td></td> </tr> <tr> <td>49-60 months</td> <td>100</td> <td></td> </tr> </table>	Duration	Points	/100	<12 months	20		13-24 months	40		25-36 months	60		37-48 months	80		49-60 months	100		
Duration	Points	/100																		
<12 months	20																			
13-24 months	40																			
25-36 months	60																			
37-48 months	80																			
49-60 months	100																			
1.2	<p>Points will be given for the evaluation of team personnel. The cumulative years of experience (maximum 3 people in management roles) working as a security services provider or the equivalent (such as, but not limited to peace officers, corrections officers, commissionaires, airport security, etc.) will be rated as follows (supporting documentation is required):</p> <table border="0"> <tr> <td>Duration</td> <td>Points</td> <td>/100</td> </tr> <tr> <td>Up to 9 years</td> <td>20</td> <td></td> </tr> <tr> <td>10-19 years</td> <td>40</td> <td></td> </tr> <tr> <td>20-29 years</td> <td>60</td> <td></td> </tr> <tr> <td>30-39 years</td> <td>80</td> <td></td> </tr> <tr> <td>40 years or more</td> <td>100</td> <td></td> </tr> </table>	Duration	Points	/100	Up to 9 years	20		10-19 years	40		20-29 years	60		30-39 years	80		40 years or more	100		
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